



## TOWN COUNCIL REGULAR MEETING

21 Main Street

Tuesday, March 10, 2026 at 9:00 AM

### AGENDA

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Possible additions to the agenda and related materials are not set forth herein.

Times set forth are approximate and may be adjusted as necessary.

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#### I. WORKSESSION - 9:00 AM

- [A.](#) Hotel Developer Presentation
- [B.](#) Master Gardner's Request- Public Garden
- [C.](#) Closed Session
- [D.](#) Winter Storm Fern After Action Report & Cost Recovery
- [E.](#) Main Street Project Update
- [F.](#) Special Events Ordinance Update
- [G.](#) LOTW Annual Report
- [H.](#) Safety Committee Update
- [I.](#) Finance Committee Update
- [J.](#) Planning Commission Update
- [K.](#) Transparency Commission Update
- L. Agenda Review

#### II. REGULAR MEETING - 6:30 PM

- A. INVOCATION.**
- B. PLEDGE OF ALLEGIANCE.**
- C. PROCLAMATIONS AND RECOGNITIONS.**
  - [a.](#) Youth Art Month
  - [b.](#) Christ in Action- Storm Recognition
- D. CITIZEN'S TIME.**

**E. APPROVAL OF THE AGENDA.**

**F. PUBLIC HEARINGS.**

- [a.](#) Sidewalk Ordinance Update Ordinance 2026-02

**G. CONSENT AGENDA.**

- [a.](#) Board of Zoning Appeals Annual Report- 2025
- [b.](#) Dominion Easement
- [c.](#) Silver Branch Brewing Request
- [d.](#) Master Gardner's Request- Public Garden

**H. NEW BUSINESS.**

- [a.](#) Winter Storm Fern Appropriation
- [b.](#) WWTP Operator, Night Shift FTE

**I. UNFINISHED BUSINESS.**

- [a.](#) Resolution- Appointment of the Town Attorney
- [b.](#) Resolution- Reappointment of the Interim Town Manger

**J. TOWN ATTORNEY'S REPORT.**

**K. TOWN MANAGER'S REPORT.**

**L. COUNCILMEMBERS TIME.**

**M. ADJOURNMENT.**



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item A.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026
<b>Agenda Title:</b>	Hotel Developer Presentation
<b>Requested Action:</b>	Receive the Information from the presentation
<b>Department / Agency Lead:</b>	Town Manager's Office
<b>Staff Lead:</b>	Christopher E. Martino, Interim Town Manager

## EXECUTIVE SUMMARY

The Town Council will receive a presentation regarding a proposed boutique hotel project involving the Warren Green building (10 Hotel Street) and the Town-owned property at 18 Court Street. The developer, who recently secured a Letter of Intent from the Fauquier County Board of Supervisors for 10 Hotel Street, intends to return the historic building to a hotel use featuring approximately 25 rooms, a membership club, and a restaurant. The developer is requesting that the Town consider a Zoning Ordinance Text Amendment to allow these uses "by-right" in the Central Business District (CBD).

## BACKGROUND

On February 12<sup>th</sup>, 2026, the Fauquier County Board of Supervisors approved a letter of intent for the sale of the Warren Green building at 10 Hotel Street. The interested developer, Hotelburg, aims to revitalize the site and is also looking to incorporate 18 Court Street into the project to house the club and restaurant components.

Both properties are currently zoned Public Semi-Public (PSP). To facilitate the project, a rezoning to Central Business District (CBD) would be required for both parcels. While the CBD district currently allows hotels and clubs, they are presently classified as Special Permit Uses rather than by-right.

## STAFF RECOMMENDATION

Staff recommends that Council receive the presentation and provide feedback on the requested text amendment. If Council is amenable to the developer's proposal, the developer with either submit an application for a Zoning Ordinance Text Amendment or staff can request that the Town Council formally initiate the Zoning Ordinance Text Amendment during an upcoming regular meeting.

## Service Level/Collaborative Impact

This project represents a significant multi-jurisdictional collaboration between the County, Town, and the private applicant to repurpose historic assets in the downtown core.

## Policy Direction/Warrenton Plan 2040

The proposal aligns with goals of historic preservation and economic revitalization of the downtown area by returning a landmark building to its original historic use as a hotel.

**Fiscal Impact**

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The project would return both 10 Hotel Street and 18 Court Street to the tax rolls and potentially generate significant Transient Occupancy Tax (TOT) and meals tax revenue for the Town.

**Legal Impact**

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The project requires a two-step legislative process: Legal impacts will be outlined by the Town Attorney

**ATTACHMENTS**

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- 1.
- 2.
- 3.



Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item B.

# STAFF REPORT

**Council Meeting Date:** March 10, 2026  
**Agenda Title:** Master Gardener’s Community Garden Request  
**Requested Action:** Approve Lease Agreement  
**Department / Agency Lead:** Parks and Recreation  
**Staff Lead:** Kelly Koernig

## EXECUTIVE SUMMARY

Staff requests Town Council approval of a lease agreement between the Town of Warrenton and the Master Gardener Association of Fauquier and Rappahannock Counties for the establishment and operation of a community garden on approximately 6,600 square feet of Town-owned property at the Warrenton Sports Complex.

The proposed lease allows the Master Gardeners to develop, operate, and maintain the garden for a three-year term with renewal options. The agreement assigns all operational, maintenance, and improvement responsibilities to the Master Gardeners and limits Town liability and fiscal impact. The garden will provide a passive recreational and educational amenity for residents.

## BACKGROUND

The Master Gardener Association, a nonprofit organization focused on horticultural education and sustainable gardening practices, has requested use of a portion of the Warrenton Sports Complex property for a community garden.

The proposed garden will:

- Provide individual and/or shared garden plots for community members
- Support educational programming and volunteer engagement
- Activate a defined area of Town property for passive recreational use

The lease clearly defines permitted uses, site limitations, operational responsibilities, environmental protections, and insurance requirements.

Key lease provisions include:

- Use limited solely to a community garden
- Lessee responsible for all installation, operations, utilities, and maintenance
- Compliance with nutrient management, environmental, and safety standards
- Required insurance and indemnification of the Town
- Removal of improvements and restoration of the site upon lease termination

**STAFF RECOMMENDATION**

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Staff recommend approval of the lease agreement with the Master Gardener Association.

**Service Level/Collaborative Impact**

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This partnership:

- Provides a new passive recreational and educational opportunity
- Utilizes volunteers for installation and ongoing management
- Requires minimal Town staff involvement
- Includes environmental safeguards and clear operational standards
- Protects the Town through insurance and indemnification provisions

The lease structure ensures the Town retains oversight and access while assigning day-to-day responsibilities to the Master Gardeners.

**Policy Direction/Warrenton Plan 2040**

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The proposed community garden is consistent with Warrenton Plan 2040, including:

- P-1.2 Incorporate green infrastructure and low impact development into new open space and park development and improvements to existing open spaces.
- P-2.1 Provide a dynamic system of safe, interconnected spaces for a variety of public uses that promote healthy, active, recreational activities in spaces throughout the Town. These spaces will reflect the culture, ecology, and natural environment of Warrenton.
- P-2.2 Recognize that the visitor experience in open space parks is paramount, regardless of the size of the land. The Town will ensure equitable consideration will be given throughout the Town for passive and active amenities.
- P-2.6 Promote and support community gardens that will be managed by committed community groups, such as schools, clubs, and neighborhoods.

**Fiscal Impact**

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The fiscal impact to the Town is minimal:

- The lease rate is \$1.00 per year
- All garden installation, materials, utilities, and maintenance are the responsibility of the Master Gardeners
- No Town capital expenditures are proposed
- Staff time will be limited to administrative coordination and periodic site oversight

This represents a cost-effective expansion of passive recreation through a volunteer partnership.

**Legal Impact**

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The lease has been drafted in coordination with the Town Attorney. Council approval is required to authorize execution of the lease.

**ATTACHMENTS**

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- 1. Lease Agreement

**THIS IS A COMMUNITY GARDEN LEASE** (the “Lease”), dated this \_\_\_\_ day of \_\_\_\_\_, 2026, between the Town of Warrenton, (“Landowner”) and the Master Gardener Association of Fauquier and Rappahannock Counties, a nonprofit 501(c)(3) corporation (“Lessee”).

### **Background**

Lessee is a nonprofit organization whose mission is to support Virginia Cooperative Extension in the education of Fauquier & Rappahannock County residents about safe, effective and sustainable garden management practices. In line with its mission, Lessee wishes to develop and operate a community garden. Landowner is willing to lease land to Lessee for that purpose on the terms described in this Lease.

**In consideration of the mutual covenants and promises contained herein the Landowner and Lessee Agree as Follows:**

### **1. PARCEL, TERM AND RENT**

**1.1 Lease.** Landowner leases to Lessee an approximately 6,600 square foot parcel located on the east side of the Warrenton Aquatic & Recreation Facility (WARF), 800 Waterloo Road, in the Town of Warrenton and more particularly described as a portion of PIN # 6974-64-6885 shown on the Attached Map identified as Exhibit A Leased Area Maps. The leased Parcel expressly excludes the existing asphalt path and any associated shoulders or access areas, which shall remain under the control, use, and maintenance of the Landowner. The Parcel is leased subject to all existing easements, restrictions, and rights-of-way of record.

**1.2 Use.** Lessee will use the Parcel for the sole purpose of operating a community garden (the “Garden”) with plots to be assigned by Lessee to community members. The area dedicated to the community garden plots shall be limited to that area shown on the attached map identified as Exhibit B Garden Improvements Layout Map. No commercial activities, including but not limited to the sale of produce or garden-related goods, are permitted on the Parcel without the prior written consent of the Landowner. Lessee shall comply with all applicable Town policies, ordinances, and regulations, as may be amended from time to time.

**1.3 Term.** The term of this Lease is 3 years, starting on \_\_\_\_\_, 2026 and ending on \_\_\_\_\_, 2029. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

**1.4 Renewal.** This Lease will automatically renew for up to 3 additional 3-year terms unless either Landowner or Lessee provides written notice to the other of nonrenewal no later than three months prior to the end of the current term.

**1.5 Rent.** On the date that this Lease is signed and on each following anniversary, Lessee will pay Landowner \$1.00 in rent for the next year.

**1.6 Late Payment.** Lessee’s failure to pay rent within thirty (30) days of when the payment is due breaches this Lease. If that happens, Landowner will provide Lessee with written

notification that Lessee has an additional 30 days from receipt of the written notice to cure any non-payment after which Landowner will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent.

## **2. OPERATION AND MAINTENANCE OF PARCEL**

**2.1 Condition of Parcel (As-Is).** Lessee acknowledges that Landowner is not making any representations, warranties, promises, or guarantees of any kind to Lessee, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this Lease, Lessee has made its own independent evaluation of the suitability of the Parcel for a community garden.

**2.2 Lessee Responsibilities/No Landowner Duties.** Lessee has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

**2.3 Compliance with Laws, Regulations and Garden Agreements** Lessee will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations. Lessee will enter into an agreement with each party responsible for a garden plot within the Parcel which specifies all laws, regulations and requirements relating to the operation of such garden plot. Gardeners shall not be deemed tenants of Landowner.

**2.4 Environmental Compliance and Nutrient Management** Lessee shall operate the community garden in accordance with all applicable environmental laws, regulations, and will soil test and manage the leased property consistent with Virginia Cooperative Extension recommendations for the land use. Lessee will provide a Nutrient Management Plan from Virginia Cooperative Extension for the garden site and will operate the community garden in accordance with that plan. Lessee shall ensure that all fertilizers, soil amendments, and pest management practices comply with Town and state requirements, and that all applications are performed by certified individuals as required. Lessee shall manage the pests, weeds, and diseases consistent with USDA organic gardening practices for soil fertility, pests, weeds, and diseases. Lessee assumes responsibility for any environmental damage, runoff contamination, or regulatory violations arising from garden operations and shall indemnify and hold Landowner harmless from any related claims, penalties, or remediation costs. Landowner may require corrective action, suspend activities, or terminate this Lease for noncompliance.

**2.5 Garden Rules.** Lessee will operate the garden in accordance with a set of garden rules that will address garden plot eligibility, maintenance, hours, and water usage. Lessee will require all gardeners to enter into a Gardener Agreement and Waiver of Liability.

**2.6 Improvements, Structures and Security.** Lessee may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except as provided in Exhibit B and including fences, garden beds, raised beds, sheds, work tables, benches and other items useful for operating a community garden. All such work shall comply with applicable laws, codes, and permitting requirements, and shall be performed at Lessee's sole

expense. If Lessee keeps equipment or tools on the Parcel, Lessee must install a toolbox or shed and make a reasonable effort to keep tools stored away when not in use for gardening. Sheds will be limited to 250 sq/ft, unless otherwise permitted and must be approved in writing by the Town prior to installation. They may be subject to additional requirements based on the Town's review of the proposed structure. Upon expiration or termination of this Lease, Lessee shall remove all equipment, structures, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. Lessee may install a system, where practicable, to prevent wildlife and/or restrict non-gardener access to the garden plots, such as a system of fences and locks if Lessee determines such system is necessary.

**2.7 Equipment and Ground Disturbance** Only hand tools and small horticultural equipment typical for community garden use may be used and must be hand operated or battery powered unless otherwise approved in writing by Landowner. No tractors, powered augers, trenchers, or motorized equipment capable of ground disturbance greater than 10 inches may be used without prior written approval. No digging, staking, or post installation shall occur until utilities are located through Virginia Miss Utility or other approved service. Lessee is responsible for any damage to irrigation systems, utilities, sidewalks, or Landowner infrastructure caused by Lessee, its volunteers, or gardeners.

**2.8 Maintenance and Upkeep Standards** Lessee shall maintain the Garden in a safe and orderly condition including: removal of trash and debris weekly during growing season, control of weeds and invasive species, removal of abandoned plots within 30 days, pest and vermin control, seasonal winterization of irrigation and structures, and maintaining clear emergency access at all times provided however that this sentence shall not apply to compost (in suitable compost bins) located within the Garden. Failure to maintain the Garden may be treated as a breach after written notice and opportunity to cure.

**2.9 Assignment and Plot Use Restrictions** Any attempted assignment, sublease, or transfer of this Lease or any interest therein, except as expressly permitted herein, shall be void and shall constitute grounds for immediate termination of this Lease by Landowner.

**2.10 Landowner Access, Inspection, and Control** Landowner and its agents shall have the right to enter the Parcel at any time for any municipal purpose, including inspection, maintenance, or emergency access. In the event of an emergency, no prior notice shall be required. Lessee shall provide Landowner with all necessary keys or access codes. Landowner may temporarily close or restrict access to all or any portion of the Parcel as reasonably necessary, and such actions shall not constitute a breach of this Lease. Section 2.10 does not impose any duty on Landowner to inspect the Parcel, report to Lessee the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

**2.11 Signage.** Lessee shall not install or display any signage on the Parcel without the prior written approval of Landowner. Lessee shall submit a visual design of any proposed sign to the Town for approval. All signage must comply with applicable zoning laws and permitting requirements.

### 3. EXPENSES

**3.1 Utilities.** Landowner will permit Lessee to access water and electricity necessary to conduct the activities contemplated by this Lease Agreement; however, Lessee shall be solely responsible, at its own cost and expense, for the installation of yard hydrants (spigot) on the garden side of the walking path, in locations approved in writing by Landowner. Lessee may, at their discretion, install a dedicated exterior electrical outlet in a location approved in writing by Landowner. All such installations must comply with applicable building and safety codes and be performed by licensed contractors approved by Landowner. Lessee shall not run extension cords or hoses across walkways, through windows, or doors, or in any manner that creates a safety or code compliance hazard. Devices needed to connect to and convey water and electricity to the garden are the responsibility of the Lessee. Lessee shall use water and electricity efficiently and in accordance with any usage limits established by Landowner and Lessee. Landowner reserves the right to bill Lessee for excessive utility usage above the limits agreed to by the parties as referenced above.

**3.2 Taxes.** Lessee shall be solely responsible for any and all taxes, assessments, or charges arising from its use or occupancy of the Parcel, and shall indemnify and hold Landowner harmless from any such obligations.

### 4. TERMINATION

**4.1 At Will.** This Lease may be terminated at any time by either Landowner or Lessee. Such a termination will be effective three months after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

**4.2 Breach by Lessee.** If Lessee breaches any of its duties or obligations under this Lease, Landowner may provide Lessee with written notice of the breach. If Lessee fails to cure the breach within 30 days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective 30 days after delivery of such notice to Lessee. For clarity, this Section 4.2 applies to termination of this Lease and Section 1.6 applies to non-payment of rent.

**4.3 Surrender and Restoration of Parcel.** Upon expiration or termination of this Lease, Lessee and Landowner shall conduct a joint inspection of the Parcel. Lessee shall, at its sole expense, restore the Parcel to its original condition, reasonable wear and tear excepted, and repair any damage caused by its use. Lessee shall remove all equipment, structures, improvements, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. If Lessee fails to complete restoration within the required timeframe, Landowner may perform the work and Lessee shall reimburse Landowner for all costs incurred.

**4.4 Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Lessee and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner's use of the Parcel.

**4.5 Personal Property.** If Lessee or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may dispose of, donate or sell it in the sole decision of the Landowner.

**4.6 Holding Over.** If Lessee remains in possession of the Parcel after expiration or termination of this Lease without Landowner's written consent, any holding over by Lessee after expiration or termination of this Lease without Landowner's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcel. Lessee shall pay Landowner a holdover fee equal to one hundred fifty percent (150%) of the annual rent at the fair market value, prorated on a daily basis, for each day of unauthorized occupancy.

**4.7 Cumulative Remedies.** All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

## **5. INDEMNITY AND WAIVER OF LIABILITY**

**5.1 Indemnification.** Lessee will defend, indemnify, and hold Landowner and Landowner's boards, commissions, officers, employees, agents, and assigns (collectively a "Landowner Party" or "Landowner Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any of Lessee's gardeners, employees, contractors, family members, guests, participating in or present in the Garden (collectively, "Lessee Parties"), which may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcel, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. Lessee's indemnification obligations shall include, without limitation, claims arising from violation of law, environmental contamination, or the presence, release, or disposal of hazardous materials on or about the Parcel by Lessee or its agents.

**5.2 Waiver of Liability.** Lessee releases and waives all claims against any Landowner Party with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee or a gardener from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Lessee or a gardener, except to the extent such injury or damage is to property not covered by Lessee's insurance and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Lessee shall require all gardeners, volunteers, and participants to execute a waiver of liability in a form approved by Landowner, and shall provide copies of all such waivers to Landowner upon request. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Lessee caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or

irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Lessee Parties or any other person on the Parcel..

## 6. INSURANCE

**6.1 Insurance.** Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an “occurrence” basis and not a “claims made” basis. Lessee shall provide Landowner with certificates of insurance evidencing the required coverage annually, and shall ensure that all insurance is provided by insurers licensed to do business in Virginia. Lessee shall provide Landowner with at least thirty (30) days’ prior written notice of any cancellation, non-renewal, or material change in coverage.

**6.2 Evidence of Insurance.** On or before Landowner delivers possession of the Parcel to Lessee, Lessee will provide Landowner with a copy of the insurance policies required by Section 6.1. Lessee will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to Landowner a certificate of insurance evidencing Lessee’s insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

## 7. GENERAL PROVISIONS

**7.1 Entire Agreement.** This Lease is the entire agreement between Landowner and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Lessee relating to the same subject matter.

**7.2 Modification and Severability.** This Lease may be modified only as stated in a writing signed by both Landowner and Lessee which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.3 Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

**7.4 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**7.5 Third-Party Beneficiaries.** Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Lessee, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Lessee. All Landowner Parties are an express third party beneficiary of Section 5.

**7.6 Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier, fax, or electronic mail to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

**7.7 Governing Law; Jurisdiction and Venue.** This Lease is governed by Virginia law. Lessee hereby waives any objection to the exclusive jurisdiction and venue of the state and federal courts of Fauquier County, Virginia.

**7.8 Compliance with Town Policies.** Lessee shall comply with all Town ordinances, policies, and procedures applicable to the Parcel and its use, as may be amended from time to time.

**7.9 Environmental Protection.** Lessee shall comply with all applicable environmental laws and regulations. Lessee shall be responsible for any remediation or cleanup required as a result of its activities.

**7.10 Non-Discrimination.** Lessee shall operate the community garden in a manner that does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, or any other protected class, and shall comply with all applicable civil rights laws.

This Lease is signed by Landowner and Lessee as of the date first written above.

**LANDOWNER LESSEE**

By: \_\_\_\_\_ By:  
\_\_\_\_\_

Name: \_\_\_\_\_ Name:  
\_\_\_\_\_

Title: \_\_\_\_\_ Title:  
\_\_\_\_\_

Address: \_\_\_\_\_ Address:  
\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone:  
\_\_\_\_\_

Fax: \_\_\_\_\_ Fax:  
\_\_\_\_\_

**EXHIBITS**

Exhibit A: Leased Area Maps

Exhibit B: Garden Improvements Layout Map

### Exhibit A: Leased Area Maps

#### A.1 Warrenton Aquatic & Recreation Facility, 800 Waterloo Road



### A.2, Area to be Leased<sup>1</sup> next to Warrenton Aquatic & Recreation Facility - East Side of Building

The screenshot displays a GIS application interface. On the left, there are navigation icons for zooming in (+), zooming out (-), home, location, and a back arrow. At the top, a search bar contains the text "Address, PIN, Name Search". The main view is an aerial photograph of a property with a large, irregularly shaped area outlined in orange. The area is labeled with the number "6885" and the area measurement "6,593.60 ft²". A "Full Screen" button is located in the bottom right corner of the map area. At the bottom left, it says "Fauquier County GIS" and at the bottom right, "Powered by Esri".

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

**Measurement**

Unit: Square feet

Area: 6,593.60 ft<sup>2</sup>

Perimeter: 328.04 ft

New measurement

<sup>1</sup> Paved path could be omitted from leased area, or a condition added to lease indicating Town would continue to maintain the path, and the Lessee would not block or impede access along the path.

### Exhibit B: Garden Improvements Layout Map

Address, PIN, Name Search

800

Yellow Area for Shed, Gathering or Work Space, Composting

6885

COMMUNITY GARDEN PLOTS

5,079.29 ft<sup>2</sup>  
Fenced Garden Area

Full Screen

Fauquier County GIS Powered by Esri

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

Measurement

Unit: Square feet

Area: 5,079.29 ft<sup>2</sup>

Perimeter: 294.50 ft

# Warrenton Community Garden

Virginia Cooperative Extension Master Gardeners of  
Fauquier and Rappahannock Counties

Sally H. Semple and Michael Lee Beidler, Master Gardeners

Presentation for Warrenton Town Council

March 10, 2026

Virginia Cooperative Extension is a partnership of Virginia Tech, Virginia State University, the U.S. Department of Agriculture, and local governments. Its programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, military status, or any other basis protected by law.

# What is a Community Garden?

- Community Gardens are shared spaces where people can gather together to grow fruits, vegetables, and/or flowers
- Vary in their structure, purpose and format
- May consist of:
  - Collective Plots
  - Individual Plots
  - Raised Beds
- Most Community Gardens provide Individual Plots



Remington Community Garden

# What are the benefits of a Community Garden?



Remington Community Garden

- Adds vitality to the community
- Community Gardener families eat healthier
- Allows families without land to garden
- Can reduce food insecurity

Community Gardening grows community networks by bringing all types of people together.

# Who Does a Community Garden Benefit?



**Gardeners**  
nutrition, mental  
and physical  
health, learning,  
socialization



**Environment**  
Soil structure &  
biota, insects,  
birds, air quality



**Community**  
food security,  
social ties,  
networks, trust

# Creating the Garden



**Establish Goals**



**Grow a Network**



**Find a Site**



**Design & Build the Garden**



**Manage & Sustain the  
Garden**

# Goals for the Warrenton Community Garden

*“Promote and support community gardens that will be managed by committed community groups...”* A key element of the Town’s health infrastructure goal, Warrenton Comprehensive Plan.

**Provide a space for people to grow their own vegetables, fruits and flowers, and in the process:**

- **Build an inclusive garden community**
- **Create a place for connection, life-long learning, and well-being**
- **Develop community gardening ambassadors**
- **Inspire additional community gardens**

# Networks of Support Grow Your Garden

**Partnerships** → **Land, Utilities, Educational Events**

Town of Warrenton

WARF & Department of Parks & Recreation

**Outreach** → **Services to those most in need**

Senior Communities

Food Banks

Fauquier County Health Department

Fauquier County Social Services

**Collaborations** → **Community Engagement**

Cultural and Faith-Based Groups

Fauquier FRESH

Master Naturalists, Clifton Institute

Fauquier High School

PATH Foundation

Local Businesses

# Manage and Sustain the Garden

## Guidelines

- Lease with Town of Warrenton
- Garden Rules
- Gardener Agreement & Liability Waiver
- MOU Roles & Responsibilities MGA, VCE, Town
- Garden Plot Application
- Welcome packets, orientation, training for gardeners

## Garden Committee

Master Gardeners + Community members = Fully community-driven  
initially in time in the future

## Funding

Grants, Donations from gardeners, community members, businesses, Master Gardener Association.

Volunteers and Partners greatly reduce expenses.

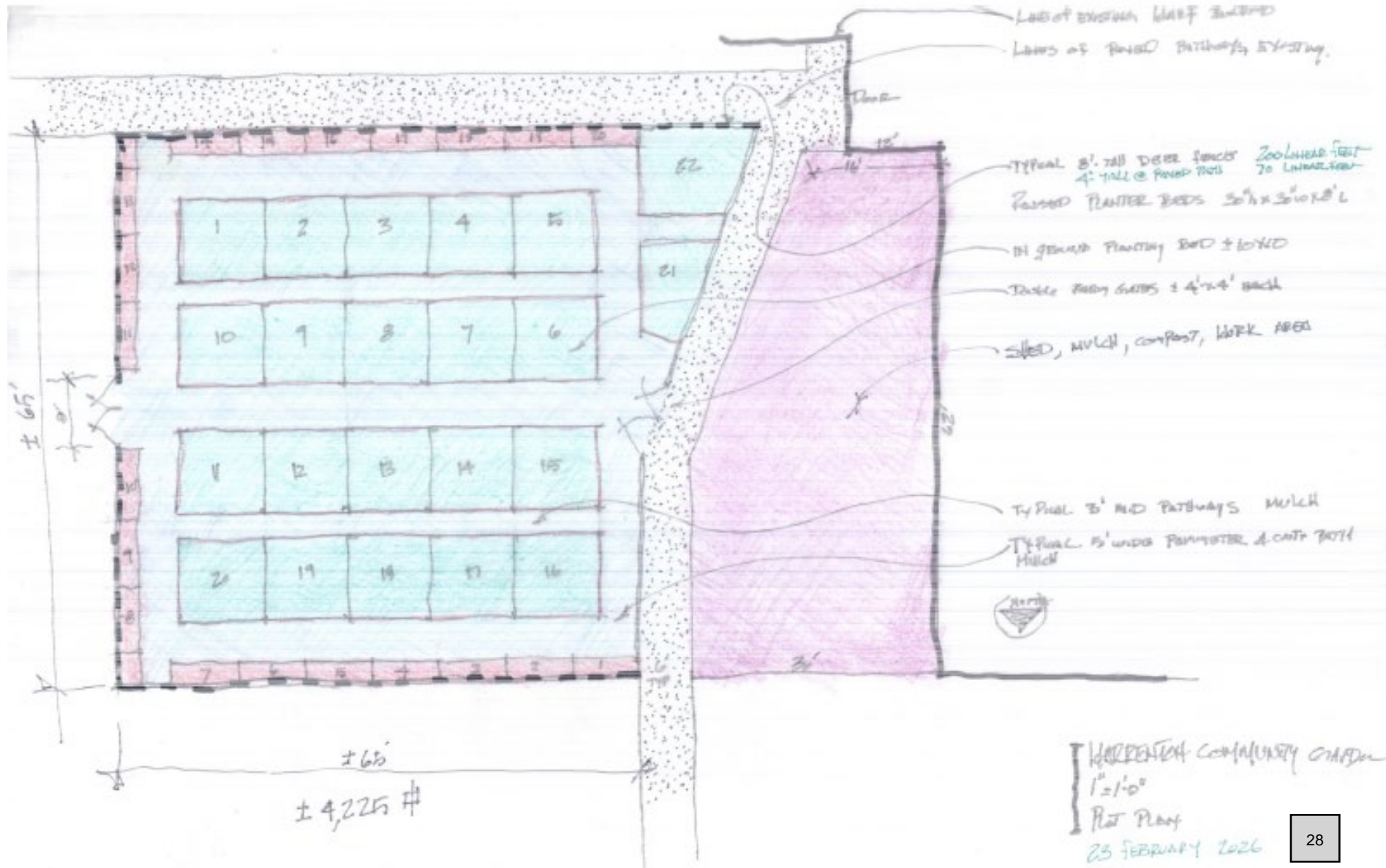
# Site the Garden – The WARF

- Sun
- Water
- Flat
- Drainage
- Parking
- Public transport
- Restrooms
- Visibility



# Design the Garden

Item B.





**Final Thoughts  
Questions?**



# Motion for Convening a Closed Session

**Council Meeting Date:** March 10<sup>th</sup>, 2026.

Town Manager/ Town Attorney discussion, 18 Court Street Proposal, Legal Updates CFFC FOIA Lawsuit and Cross Vs. Town of Warrenton.

**I move that the Council convene in closed session to discuss the following:**

As permitted by Virginia Code § 2.2-3711 (A)(1), a personnel matter involving:  
 Discussion, consideration or interviews of prospective candidates for employment or appointment; OR  
 assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of the Town; specifically dealing with [Give department, job title(s), or job category].

As permitted by Virginia Code § 2.2-3711 (A)(3), a matter involving:  
 discussion or consideration of the acquisition of real property for a public purpose; OR  
 disposition of publicly held real property specifically involving 18 Court Street, Warrenton Virginia, 20186 [Give location of property], because discussion in an open meeting would adversely affect the City's bargaining position or negotiating strategy.

As permitted by Virginia Code § 2.2-3711 (A)(4), a matter requiring the protection of the privacy of individuals in personal matters not involving the public business.

As permitted by Virginia Code § 2.2-3711 (A)(7), consultation with legal counsel or briefing by staff members or consultants pertaining to:  
 probable litigation involving [Give subject]; OR  
 the pending case of CFFC Vs. Town of Warrenton (FOIA Case) and Cross v. Town of Warrenton (Data Center Case) [Give case name], where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the City.

As permitted by Virginia Code § 2.2-3711 (A)(8), consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, [Give nature of matter].

As permitted by Virginia Code § 2.2-3711 (A)(29), discussion of the award of a public contract for [Give nature of the contract] involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the City Council.

As permitted by Virginia Code § [ ], a matter involving:  
[ ]

[IDENTIFY THE APPLICABLE PARAGRAPH OF § 2.2-3711(A) OR OTHER LAW AND GIVE THE SUBJECT MATTER AND PURPOSE FOR THE CLOSED SESSION.]

Votes:  
Ayes:  
Nays:  
Absent from Vote: None

**CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC SESSION:**  
(requires a recorded roll call vote)

I move that the Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed in a closed session under the provisions of the Virginia Freedom of Information Act as cited in that motion.

Votes:

Ayes:

Nays:

Absent from Vote: None

For Information:

Town Clerk

Effective date:

Stephen Clough, Town Recorder

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Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item D.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	Winter Storm Fern: After Action Report & Cost Recovery
<b>Requested Action:</b>	Receive the Information
<b>Department / Agency Lead:</b>	Office of Emergency Management
<b>Staff Lead:</b>	Johnny H. Switzer, Emergency Management Coordinator

## EXECUTIVE SUMMARY

Following the unprecedented weather conditions of **Winter Storm Fern** (January 24–26, 2026), the Town of Warrenton successfully maintained essential services through a 150-hour subfreezing event. While the response was effective, it required significant unbudgeted expenditures totaling **\$270,624.31**. This report outlines the operational successes, identified vulnerabilities, and the fiscal strategy to re-appropriate **\$130,000** back to General Fund departments to restore their operational budgets for the remainder of FY26.

## BACKGROUND

Winter Storm Fern delivered a complex mix of 4" of snow, 6" of sleet, and 0.25" of ice, creating "snow-crete" conditions that paralyzed standard removal equipment.

- **State of Emergency:** Declared by the Town on January 22, 2022, enabling 24-hour shift rotations.
- **Operational Success:** The FY26 Wheel Loader was the cornerstone of the response, breaking through ice caps that standard plows could not penetrate.
- **After Action Review (AAR):** Held March 2, 2026, identifying communication as a major success, but highlighting "single points of failure" regarding equipment and the unsustainable "dual-hat" staffing model of the Emergency Management Agency (EMA).

## STAFF RECOMMENDATION

Staff recommends the **re-appropriation of \$130,000** from the General Fund balance to the respective departmental line items (Public Works, Police, Fleet, Facilities, Emergency Management, etc.). This action will replenish the operating budgets depleted by the emergency response and mechanical costs incurred during the 150-hour freeze. Staff also recommends approving the Notice of Intent form for the Emergency Management Coordinator to begin the application process with VDEM for cost recovery

**Service Level/Collaborative Impact**

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The response involved a "whole-of-government" approach, coordinating with Fauquier County, VDEM, and private partners like Christ In Action.

- **Mobility:** While Priority 1 roads remained open, secondary roads and sidewalks faced a "mobility stalemate."
- **AFN Community:** Emergency response successfully pivoted to welfare checks and manual egress for elderly and Access and Functional Needs (AFN) residents.
- **Equipment:** The reliance on a small pool of heavy assets proved that future service levels depend on expanding the fleet and re-establishing on-call contractor reserves

**Policy Direction/Warrenton Plan 2040**

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This report and the subsequent funding request align with the Governance and Public Safety goals of the Warrenton Plan 2040. Specifically, it addresses:

- **Resiliency:** Transitioning from reactive response to proactive mitigation.
- **Infrastructure:** Validating the Fleet Replacement Plan through the successful deployment of the FY26 Wheel Loader.

**Legal & Fiscal Impact**

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**Total Event Cost:** \$270,624.31

**VDEM Request for Public Assistance:** Estimated at \$65,373.00

**Requested Re-appropriation:** \$130,000.00

- **Reimbursement Strategy:** The Town may be eligible for a 60%–75% cost-share through state public assistance funds. The EMA is currently finalizing a "real-time" audit-ready log to maximize this recovery (estimated at \$162k–\$202k).
- **Fiscal Neutrality:** The \$130,000 re-appropriation acts as a bridge to restore department operations, it is suggested to consider establishing an emergency contingency fund to be utilized upon activation of a local state of emergency in future budgets. These funds would be available for utilization at the discretion of the Town Manager.
- **Legal:** The declaration of a Local State of Emergency on January 22 provided the legal framework for these emergency expenditures under Virginia Code § 44-146.21.

**ATTACHMENTS**

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A. Winter Storm Fern After Action Report (March 4, 2026)

**B. Detailed Expense Ledger (Personnel/Equipment/Materials)**



# TOWN OF WARRENTON

OFFICE OF EMERGENCY MANAGEMENT

21 Main Street | Warrenton, Virginia 20186

MAIN TELEPHONE (540) 347-1101

EM HOTLINE (540) 215-0054



## AFTER ACTION REPORT

**EVENT NAME:** Winter Storm Fern

**REPORT DATE:** March 4, 2026

**PREPARED BY:** Johnny H. Switzer, Emergency Management Coordinator

### 1. Executive Summary

#### After Action Review (AAR) Meeting

A formal After Action Review was held on March 2, 2026, at the PATH Foundation. The collaborative session was a great success, bringing together key stakeholders to evaluate the Town's response. During the review, participants identified **communication** as the number one area of success throughout the event. Conversely, as the Town looks to build resilience for future events, **communication and staffing** were simultaneously identified as the primary areas requiring the most improvement.

#### Overview of Event

An arctic cold front crossed the area during the night of January 23, 2026, and into the morning of January 24. Temperatures dropped into the teens with dew points between 0 and -15°F by the morning of the 24th. Subtropical moisture became established and overran the arctic airmass in place from Texas to the mid-Atlantic.

Light to occasionally moderate snow began during the evening of the 24th. Warmer air aloft changed the precipitation to sleet by the morning of the 25th. With very cold surface temperatures, snow and sleet immediately accumulated on ground surfaces, and precipitation continued throughout the day. A weak low-pressure system formed off the North Carolina coast and tracked north-northeast just off the Virginia coast, turning precipitation into liquid rain/freezing rain during the evening hours. Historical data indicates freezing rain continued through 11:00 PM on the 25th, ending around midnight.

The National Weather Service reported total snowfall for Warrenton between 3.5 and 4 inches, with sleet accumulations of 5–6 inches and ice accumulations no higher than 0.25 inches. Skies during the early morning hours of the 26th were cloudy to mostly cloudy, with temperatures remaining in the mid-20s.

## Summary of Key Impacts

The National Weather Service issued a Winter Storm Warning for the region, predicting downed trees and widespread power outages across the Central Piedmont Region. A Local State of Emergency was declared on January 22 in the Town of Warrenton. Additionally, Governor Spanberger declared a State of Emergency for the Commonwealth in advance of the storm.

## High-Level Findings & Major Recommendations

1. **Critical Infrastructure & Equipment Dependency**
  - **Analysis:** The Town's ability to maintain primary emergency routes was entirely dependent on a small group of assets and staff. Crews from Refuse, Utilities, and other departments had to cross-staff the snow removal operations.
  - **Finding:** This represents a high-risk single point of failure.
2. **Access & Functional Needs (AFN) Vulnerability**
  - **Analysis:** The physical barrier of 6+ inches of ice-capped snow created a "mobility stalemate." Elderly and AFN residents reached a point of physical exhaustion, while attempting to clear their own egress points.
  - **Finding:** Emergency response had to pivot from recovery to labor-intensive welfare checks. First responders were diverted to perform manual labor (digging out trapped residents).
3. **Strategic Mobility & Pedestrian Access**
  - **Analysis:** While "Priority 1" roads were maintained, secondary residential streets and town sidewalks remained impassable for the duration of the 150-hour freeze.
  - **Finding:** The lack of sidewalk clearance effectively severed pedestrian access to essential services (pharmacies/groceries). This creates a "trapped" population in residential areas who may not have 4WD vehicles but require access to life-sustaining supplies. This was further complicated by the absence of the on-call snow removal contractor. This was removed from the FY26 budget, and the Public Works staff has had to absorb routes that were typically assigned to contracted crews.
4. **Administrative & Organizational Sustainability**
  - **Analysis:** Since the 2025 designation of the Emergency Management Agency (EMA) as an independent body, the program has lacked a dedicated Full-Time Equivalent (FTE). The Coordinator was forced to split focus between critical Fleet/Facilities repairs and strategic Emergency Management.
  - **Finding:** The current "dual-hat" staffing model is unsustainable. The administrative burden of state/federal reimbursement (60%–75% cost-share) and the operational demands of a 24-hour storm cycle require a dedicated lead to prevent service delays and financial loss.

## 2. Incident Overview

- **Event Timeline:** Storm onset January 25 (early morning hours), major precipitation ends January 25 (11:00 PM), storm recovery period starts January 26.
- **Weather Conditions:** Total snowfall accumulation 3.5–4”, sleet 5–6”, and ice accumulations 0.25–0.50” (Source: National Weather Service).
- **Affected Areas:** Mid-Atlantic Region, including Warrenton and Fauquier County.
- **Emergency Declarations:** State of Emergency declared by Virginia Governor Spanberger and Interim Town Manager Martino.

## 3. Response Objectives

**Primary Goals:** Snow and ice control, life safety, infrastructure protection, continuity of services, and maintaining operational readiness for emergency response.

### Agencies and Organizations Involved

- **Town of Warrenton:**
  - Community Development
  - Department of Public Works
  - Department of Public Utilities
  - Emergency Management
  - Fleet & Facilities Management
  - Finance Department
  - Human Capital & Risk Management
  - Information Technology
  - Parks & Recreation
  - Town Manager’s Office
  - Warrenton Police Department
  - Warrenton Volunteer Fire Department
- **Fauquier County:**
  - County Administrator's Office
  - Department of Social Services
  - Fauquier Schools
  - Fire/Rescue & Emergency Management
  - Sheriff’s Department
- **External Partners:**
  - Columbia Gas
  - Christ In Action
  - Department of Defense – Warrenton Training Center
  - Dominion Energy
  - Team Rubicon
  - The Bridge Canteen Unit
  - National Weather Service
  - Virginia Department of Emergency Management

## 4. Operational Summary

Winter Storm Fern was met with a proactive and highly coordinated inter-departmental response. Anticipating heavy snowfall and a subsequent week-long deep freeze, the Interim Town Manager declared a Local State of Emergency on January 22, two days before the first flakes fell. This preparation allowed for the immediate mobilization of resources and a rigorous staffing schedule to ensure continuous public safety and service.

### Operational Staffing & Continuity

The response was characterized by a disciplined shift in operations:

- **Emergency Phase (Sat, Jan 24 – Wed, Jan 28):** All essential departments, including Public Works, Police, and Emergency Management, entered 24-hour staffing rotations. This ensured an immediate response to the sleet and the onset of "snow-crete" conditions.
- **Recovery Phase (Thu, Jan 29 – Sat, Feb 1):** As primary routes stabilized, operations transitioned to a 12-hour daytime shift to focus on secondary road clearance, pedestrian accessibility, and infrastructure assessment.

### Departmental Preparedness & Action

- **Public Works & Utilities:**
  - **Pre-Event Mobilization:** Activated Snow Emergency Routes 12 hours prior to the storm's arrival.
  - **Strategic Deployment:** The FY26 Wheel Loader was the cornerstone of the response, proving decisive in breaking through ice accumulations that standard plows could not manage.
  - **Utility Resilience:** Maintained utility uptime for water and sewer systems despite 150+ hours of subfreezing temperatures.
- **Public Safety:**
  - **Police Department:** Managed a surge in calls for service (wellness checks, stuck vehicles, traffic safety) while maintaining a constant street presence.
- **Emergency Management & Coordination:**
  - **Leadership:** The Emergency Management Coordinator provided overall situational awareness and regional coordination throughout the 24-hour operational period.
  - **Communications:** Activated AlertWarrenton! and the community hotline to maintain transparency.
- **Human Capital & Risk Management**
  - **Risk Mitigation:** Monitored workplace safety during 24-hour rotations and adjusted pre-treatment strategies to balance roadway safety with environmental stewardship.
- **Parks & Recreation:**
  - **Community Welfare:** Successfully operated warming centers at Town Hall and the WARF to support residents facing power outages.

## 5. Observations & Analysis

### Observation 1: Critical Equipment Dependency (Single-Point Failure)

- **Analysis:** During the 150-hour freeze, primary emergency route maintenance depended on a small pool of assets. The FY26 Wheel Loader was the sole mechanical asset capable of penetrating "snow-crete." Furthermore, maintaining 24-hour operations required cross-staffing from non-transportation departments.
- **Impact:** This created a dual-layered single point of failure. A mechanical breakdown or operator exhaustion would have paralyzed primary route clearance, leaving emergency corridors vulnerable to total blockage.
- **Area for Improvement (Fleet and Personnel Redundancy):**
  - **Fleet:** Continue to invest in the Fleet Replacement Plan to procure heavy-duty snow/ice-clearing attachments compatible with existing Town vehicles.
  - **Staffing:** Re-establish reserve funds in the FY27 budget for on-call contractors. Public Works should establish a multi-year staffing program to ensure employee availability for essential operations.

### Observation 2: Secondary Road and Pedestrian Stalemate

- **Analysis:** While "Priority 1" main arteries remained passable, residential secondary roads and town sidewalks remained under a solid ice cap for the duration of the event.
- **Impact:** This resulted in a mobility stalemate for residents in residential hills and cut off pedestrian access to essential services, disproportionately affecting those without 4WD vehicles or limited mobility.
- **Area for Improvement (Strategic Outsourcing):** Review the Public Works budget to include pre-negotiated contracts for private snow removal, acting as "force multipliers" for secondary streets and sidewalks.

### Observation 3: Administrative & Operational Capacity (EMA Oversight)

- **Analysis:** Since achieving independent agency designation in April 2025, the EMA has faced a critical staffing gap. The current Coordinator balances EMA duties against their primary responsibilities as Fleet and Facilities Manager.
- **Impact:** This "dual-hat" structure created significant prioritization conflicts during the 150-hour freeze (e.g., technical fleet oversight vs. strategic disaster management), resulting in service delays and an unsustainable workload.
- **Area for Improvement (Dedicated EMA Staffing):** Evaluate refilling the Emergency Management FTE to eliminate the systemic vulnerability of relying on a part-time or secondary-duty model.

## Observation 4: Administrative Burden of Reimbursement

- **Analysis:** Although the Town is eligible for 60%–75% state and federal cost-sharing, the current manual method of logging personnel hours and equipment run-times is prone to significant data gaps.
- **Impact:** The chaos of 24-hour shift rotations increases the likelihood of "lost" reimbursable expenses. Inaccurate documentation could result in a significant loss of recovered funds.
- **Area for Improvement (Digital Asset Tracking):** Implement an electronic-based tracking system for disaster-related labor and equipment to ensure real-time, audit-ready data. This should be integrated into the new Enterprise Asset Management module of the Tyler Munis ERP system.

## Observation 5: Community Vulnerability (AFN & Elderly Populations)

- **Analysis:** The accumulation of 6+ inches of snow, capped by sleet and ice, created a physical barrier. Residents within the Access and Functional Needs (AFN) community reached total physical exhaustion or complete immobilization while attempting to clear pathways.
- **Impact:** Emergency response pivoted from infrastructure recovery to labor-intensive welfare operations. First responders were diverted to manually "dig out" trapped residents, slowing general recovery efforts.
- **Area for Improvement (AFN-Prioritized Response Teams):** Formalize a Vulnerable Resident Registry (AFN Registry) and establish a "Strike Team" model pairing municipal assets with local volunteer groups to prioritize snow and ice removal for these households.

## 6. Lessons Learned

- **The Communication Paradox:** As highlighted in the March 2nd AAR meeting at the PATH Foundation, inter-agency and public communication was our greatest success during the storm. However, scaling those communication strategies across all internal departments—alongside managing severe staffing shortages—remains our most critical area for improvement going forward.
- **Capital Investment Pays Dividends:** The FY26 Loader proved that modern, heavy-duty internal assets are more effective and reliable than relying on outsourced contractors or undersized equipment during historic icing events.
- **"Snow-crete" Requires Specialized Removal Methods:** Standard removal methods are insufficient for 6+ inches of sleet followed by subfreezing temperatures. The Town must develop contingency plans for these rare events.
- **Documentation is Recovery:** Establishing a "real-time" logging protocol for all departments during a Local State of Emergency is vital for maximizing the estimated \$250,000 fiscal recovery.
- **Proactive Community Care:** The success of the warming centers highlighted the need for a formalized "Resident Emergency Support Plan" including pre-identified volunteers and transport for vulnerable populations.

## Updated Improvement Plan

<b>Issue</b>	<b>Corrective Action</b>	<b>Responsible Party</b>	<b>Timeline</b>
<b>Equipment Redundancy</b>	Develop a snow equipment deployment plan.	Public Works	FY27
<b>Sidewalks Snow Removal</b>	Update the outdated Town Code.	Public Works	Winter 2026
<b>Reimbursement Gaps</b>	Implement a cost-tracking feature in the new ERP system for FEMA storms.	Finance/OEM	Q3 FY27
<b>Grid Instability</b>	Conduct backup power audit for all critical facilities.	Facilities/OEM	Q4 FY26
<b>Staffing &amp; Communication</b>	Review internal communication protocols and cross-departmental staffing plans based on AAR feedback.	OEM / All Depts	Q4 FY26



**After Action Report: Winter Storm Fern**  
Event Response, Analysis, and Path to Resilience

**Town Council Regular Meeting**

**March 10, 2026**

# Executive Summary

- **AAR Meeting:** Conducted March 2, 2026, at the PATH Foundation.
- **Successes:** Communication was identified as the #1 strength.
- **Growth Areas:** Communication and Staffing were also flagged as primary areas for improvement.
- **Goal:** Evaluate the shift from recovery to labor-intensive welfare checks and bridge the "mobility stalemate."

# Incident Overview & Timeline

- **The Timeline:**

- Jan 22: Local & State Emergencies declared.
- Jan 24 (Evening): Light to moderate snow begins.
- Jan 25 (Morning): Precipitation transitions to sleet.
- Jan 25 (Night): Freezing rain ends by midnight.

- **The Totals: \* Snow: 3.5 – 4 inches**

- Sleet: 5 – 6 inches
- Ice: Up to 0.25 inches
- The "Deep Freeze": 150+ hours of subfreezing temperatures.

-

# Operational Summary & Staffing

- Emergency Phase (Jan 24–28): \* 24-hour staffing rotations across Public Works, Police, and EMA.
  - Focus: Clearing "Snow-crete" and maintaining primary routes.
- Recovery Phase (Jan 29–Feb 1):
  - Transition to 12-hour daytime shifts.
  - Focus: Secondary road clearance, pedestrian access, and infrastructure assessment.
- Key Asset: The FY26 Wheel Loader was the "cornerstone," breaking through ice that standard plows could not.

# Key Finding 1 – Infrastructure & Equipment

- **The Issue:** High-risk dependency on a small pool of assets and staff.
- **The Analysis:** Primary routes depended almost entirely on the FY26 Wheel Loader and cross-staffed crews from Refuse/Utilities.
- **The Risk:** A mechanical failure or operator exhaustion would have paralyzed the Town.
- **Recommendation:** Continue to invest in the fleet replacement plan; re-establish reserve funds for on-call contractors in FY27.

## Key Finding 2 – Pedestrian & Secondary Road "Stalemate"

- **The Issue:** Priority 1 roads were clear, but the rest of the Town was "frozen in."
- **The Impact:** Some Secondary streets and sidewalks remained impassable for 150+ hours.
- **The Result:** Residents without 4WD were unable to leave their residence; pedestrian access to pharmacies and groceries was severed.
- **Recommendation:** Update Town Code for sidewalk removal and pre-negotiate private contracts to act as "force multipliers."

# Key Finding 3 – Administrative Capacity (EMA)

- **The Issue:** The "Dual-Hat" staffing model is unsustainable.
- **The Analysis:** The Coordinator must split focus between Fleet/Facilities operations and strategic Emergency Management.
- **The Impact:** Prioritization conflicts led to service delays and an unsustainable workload during a 24-hour storm cycle, and continue throughout the days, weeks, and months of community recovery.
- **Recommendation:** Evaluate refilling the dedicated Emergency Management FTE to eliminate systemic vulnerability.

# Key Finding 4 – Financial Recovery & Reimbursement

- **The Issue:** Manual logging of hours/equipment is prone to data gaps.
- **The Potential Loss:** Estimated **\$250,000** in fiscal recovery (60%–75% cost-share).
- **The Impact:** "Lost" expenses due to the chaos of shift rotations.
- **Recommendation:** Integrate electronic disaster-tracking into the Tyler Munis ERP system for real-time, audit-ready data.

# Key Finding 5 – Community Vulnerability (AFN)

- **The Issue:** 6+ inches of ice-capped snow created a physical barrier for elderly and AFN residents.
- **The Shift:** Emergency response had to pivot from infrastructure to labor-intensive welfare checks.
- **The Result:** First responders were diverted to perform manual labor (digging out residents).
- **Recommendation:** Formalize an **AFN Registry** and create "Strike Teams" (Municipal assets + Volunteers) for prioritized clearing.

# Improvement Plan

Issue	Corrective Action	Responsibility	Timeline
<b>Equipment</b>	Develop snow equipment deployment plan	Public Works	FY27
<b>Sidewalks</b>	Update outdated Town Code	Public Works	Winter 2026
<b>Reimbursement</b>	Implement cost-tracking in ERP system	Finance / OEM	Q3 FY27
<b>Grid Stability</b>	Conduct backup power audit for facilities	Facilities / OEM	Q4 FY26
<b>Staffing</b>	Review internal comms & cross-staffing	OEM / All Depts	Q4 FY26

# Cost Summary

Project Summary		
Applicant	Town of Warrenton, VA	
Disaster	2026 January Snowstorm	
Project	Winter Storm Fern	
Category		
Start Date of Work	22-Jan-26	
End Date of Work	4-Feb-26	
Force Account Labor	\$	127,685.31
Force Account Equipment	\$	-
Force Account Material	\$	30,975.00
Contract	\$	103,958.50
Rental Equipment	\$	8,006.00
Total	\$	270,624.81

# Cost Recovery & Appropriation

- \$65,373 Expenses for VDEM Public Assistance Submission
- \$130,000 Expenses Requested for Re-Appropriation to GF Department Accounts

# Conclusion & Questions

"Capital investment in equipment and proactive communication saved the day, but administrative and staffing gaps remain our greatest hurdles".



**Questions?**

# Project Summary

Applicant	Town of Warrenton, VA
Disaster	2026 January Snowstorm
Project	Winter Storm Fern
Category	
Start Date of Work	22-Jan-26
End Date of Work	4-Feb-26

<b>Force Account Labor</b>	<b>\$</b>	<b>127,685.31</b>
----------------------------	-----------	-------------------

<b>Force Account Equipment</b>	<b>\$</b>	<b>-</b>
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<b>Force Account Material</b>	<b>\$</b>	<b>30,975.00</b>
-------------------------------	-----------	------------------

<b>Contract</b>	<b>\$</b>	<b>103,958.50</b>
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<b>Rental Equipment</b>	<b>\$</b>	<b>8,006.00</b>
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<b>Total</b>	<b>\$</b>	<b>270,624.81</b>
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**Expenses**

**Contracted Snow Removal \$66,500**

**Fleet Expenses \$25,375 (including \$18,035 in pending repairs)**

**Equipment \$28,000**

**Lodging \$8,000**

**Salt / Sand \$30,975**

Total Regular Hours	<b>1516</b>
Total Overtime Hours	<b>1632</b>

;) )



# TOWN OF WARRENTON

OFFICE OF EMERGENCY MANAGEMENT

21 Main Street | Warrenton, Virginia 20186

MAIN TELEPHONE (540) 347-1101

EM HOTLINE (540) 215-0054



## Winter Forum & After Action Review

### Agenda

Time	Topic	Lead
8:30 AM	<b>Welcome</b>	<b>Christopher Martino, Interim Town Manager / Director of Emergency Management</b>
8:40 AM	<b>VDEM Update:</b> The Emergency Management Landscape in Virginia.	<b>Alexa Boggs</b> , VDEM Region II, Chief Regional Coordinator
9:00 AM	<b>The New Normal:</b> Navigating the Changing Face of Local Emergency Management	<b>Jack McGovern</b> , Deputy Emergency Manager, City of Fredericksburg
9:30 AM	<b>Winter Storm Fern AAR:</b> Data Review & Open Floor	<b>Johnny Switzer</b> , Warrenton Emergency Management
10:00 AM	<b>Discussion-Based Tabletop Exercise (TTX):</b> Spring Extreme Weather & Tornadoes	<b>Jack McGovern</b> , Deputy Emergency Manager, City of Fredericksburg
11:15 AM	<b>Collaborative Roadmap:</b> Setting the Bi-Monthly Calendar	<b>All</b>

**TAB A: Notice of Intent Form**

Commonwealth of Virginia  
**NOTICE OF INTEREST  
 IN APPLYING FOR STATE PUBLIC ASSISTANCE**

Name of Incident:	Incident Date or Period:
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Description of Incident:

Estimate of Total Eligible Costs:

**CHECKLIST OF DAMAGES BY CATEGORY**

- |  |  |
|--|--|
| <p><b>A. DEBRIS CLEARANCE</b></p> <p><input type="checkbox"/> On Public Roads &amp; Streets including ROW</p> <p><input type="checkbox"/> Other Public Property</p> <p><input type="checkbox"/> Private Property <i>(When done by local govt. forces)</i></p>            | <p><b>B. PROTECTIVE MEASURES</b></p> <p><input type="checkbox"/> Life and Safety</p> <p><input type="checkbox"/> Property</p> <p><input type="checkbox"/> Health</p> <p><input type="checkbox"/> Stream/Drainage Channels</p> <p><input type="checkbox"/> Structure Demolition</p> |
| <p><b>C. ROAD SYSTEM</b></p> <p><input type="checkbox"/> Roads    <input type="checkbox"/> Streets    <input type="checkbox"/> Traffic Control</p> <p><input type="checkbox"/> Bridges    <input type="checkbox"/> Culverts</p> <p><input type="checkbox"/> Levees</p>   | <p><b>D. WATER CONTROL FACILITIES</b></p> <p><input type="checkbox"/> Dikes    <input type="checkbox"/> Dams</p> <p><input type="checkbox"/> Drainage    <input type="checkbox"/> Irrigation Works</p>   |
| <p><b>E. BUILDINGS AND EQUIPMENT</b></p> <p><input type="checkbox"/> Buildings and Equipment</p> <p><input type="checkbox"/> Supplies or Inventory</p> <p><input type="checkbox"/> Vehicles or Other Equipment</p> <p><input type="checkbox"/> Transportation System</p> | <p><b>F. PUBLIC UTILITY SYSTEMS</b></p> <p><input type="checkbox"/> Water</p> <p><input type="checkbox"/> Sanitary Sewage</p> <p><input type="checkbox"/> Storm Drainage</p> <p><input type="checkbox"/> Light/Power</p>   |
| <p><b>G. OTHER <i>(Not in the above categories)</i></b>    <input type="checkbox"/> Park Facilities    <input type="checkbox"/> Recreational Facilities</p>  |  |

Name of City or County Applying for Assistance:

Representative 1:	Representative 2:
Title:	Title:
Business Address:	Business Address:
Business Telephone:	Business Telephone:

By signing this letter of intent, I am certifying that the  is incapable of covering the full costs of the damages and/or expenses associated with the event referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item E.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026.
<b>Agenda Title:</b>	Main Street Improvements Update
<b>Requested Action:</b>	Receive the information- No action needed.
<b>Department / Agency Lead:</b>	Public Works
<b>Staff Lead:</b>	Michael Wharton.

## EXECUTIVE SUMMARY

Town Staff and VDOT has reached an agreement for scope and cost estimate for the Main Street Improvement project. The total project estimate for the construction project will be \$1,766,514.00. VDOT will contribute \$735,563 and the Town portion will be \$1,084,307. The project upgrades will include the following: improve pedestrian safety by bumping out sidewalks at crosswalks, updating the streetlight electrical, replacement of all bricks on sidewalk, upgrade the existing drainage system and overlay Main Street. The revised project limits will be from Court Street to Fifth Street.

In December 2024, VDOT and Town Staff finalized the agreement. Then Town Staff issued a Purchase Order to Kimley-Horn to start the design process. After two months of work with the designer. We have come up with a revised concept to fit with the project's budget as mentioned above. At this moment, the estimated project cost will be \$1,728,374.56. This estimate includes a 20 percent contingency.

Project finished design in 2025. VDOT approved the plans on February 19, 2026.

## BACKGROUND

On August 10, 2019, the Town Council approved a Resolution for Staff the apply for a VDOT Revenue Share project on Main Street. Town Staff applied for the project on October 1, 2019. In May 2020, VDOT awarded the Town with the funds to construct the Main Street Improvement project. The original scope was from Courthouse Square to Calhoun Street. With the increase in construction cost the limits of the project scope/limits had to be revised. On July 3, 2024, Town Staff and VDOT came to an agreement on the scope and cost estimate. On July 31, 2024, VDOT sent Town Staff with an agreement to sign.

The Town held three informational meetings on March 19, 2025, October 27, 2025, and December 10<sup>th</sup>. In the meetings Town Staff described the work pertaining to the proposed work and the benefits to pedestrian safety. In the March meeting, everyone in attendance voted and accepted concept B as the right direction. This design would expand the sidewalk area from Culpeper Street to 2<sup>nd</sup> Street. VDOT approved the plans on February 19, 2026. This gives the Town permission to proceed with the bid and construction phase of the project. The Town approved all Purchase Order pertaining to the project on February 26, 2026. The contractor plans to move equipment, materials, and install traffic control devices to start the first phase. The contractor plans to start on March 2, 2026. The project will improve pedestrian safety, replace all existing

bricks, install conduits to upgrade the streetlights, install new crosswalks, and pave the existing roadway. The working hours will be 3pm to 11pm. This is to avoid disruptions to the Court services and minimize the impact to business owners. The first phase of construction will begin from Court Street to 2<sup>nd</sup> Street (Southside). After this section is completed, the contractor will continue block by block from 2<sup>nd</sup> Street to 5<sup>th</sup> Street (Southside). Then switch to the northside working from 5<sup>th</sup> Street to Court Street to complete the sidewalk/curb replacement. Below is an estimated timeframe construction.

- Third Street Drainage: 3/26 - 4/21
- Court Street to Second Street (South): 3/2 - 4/14
- Second Street to Third Street (South): 4/16 - 5/6
- Third Street to Fourth Street (South): 4/27 - 5/21
- Fourth Street to Fifth Street (South): 5/6 - 6/1
- Court Street to First Street (North): 6/23 - 7/15
- First Street to Third Street (North): 5/15 - 6/10
- Third Street to Fourth Street (North): 5/28 - 6/25
- Fourth Street to Fifth Street (North): 6/10 - 7/8
- Main Street Crosswalks: 7/16 - 7/29
- Paving Main Street: 7/30 - 9/4

### STAFF RECOMMENDATION

Receive the information. No action needed at this time.

### Service Level/Collaborative Impact

The work for this project is being conducted by contractors. The project manager and Public Works team will be coordinating with the contractor.

### Policy Direction/Warrenton Plan 2040

The Main Street Improvement project aligns with the goals of the Warrenton Plan 2040 by enhancing the Town's transportation infrastructure and fostering a vibrant, walkable downtown. Specifically, the project addresses several key focus areas:

- **Pedestrian Safety and Connectivity:** By installing sidewalk "bump outs" at crosswalks and replacing all sidewalk bricks, the project directly supports the Plan's initiative to improve pedestrian safety and accessibility.
- **Infrastructure Modernization:** Updating the streetlight electrical systems and upgrading the existing drainage system ensures that the Town's core infrastructure remains reliable and sustainable for future growth.

- **Economic Vitality:** Paving the roadway and improving the aesthetic and functional quality of the Main Street streetscape helps maintain the downtown area as a premier destination for residents and visitors alike.
- **Operational Efficiency:** The scheduled working hours of 3:00 PM to 11:00 PM are designed to minimize disruptions to Court services and local businesses, maintaining a high level of service for the community throughout the construction phase.

**Fiscal Impact**

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Funding has been allocated for this project. No additional fiscal impact at this time.

**Legal Impact**

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**ATTACHMENTS**

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- 1.
- 2.
- 3.



Office of the Town Manager  
Stephanie Miller

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item F.

# STAFF REPORT

<b>Council Meeting Date:</b>	Tuesday, March 10th, 2025
<b>Agenda Title:</b>	Parks & Recreation: Special Events
<b>Requested Action:</b>	Signal approval for proposed updates to the ordinance language before April's public hearing
<b>Department / Agency Lead:</b>	Parks & Recreation
<b>Staff Lead:</b>	Lauren Kruck, Special Events & Recreation Program Coordinator

## EXECUTIVE SUMMARY

The Special Events permit process is based on Town Ordinance Article VI., Use of Public Grounds, Sections 14-101 through 14-103. This ordinance was last updated in 2022, though the Special Event Fee Schedule was updated with the 2025 budget.

We are proposing a change to the Ordinance VI language to do the following:

1. **Approval date:** Extending the window by which Special Events can be approved, from 6 months to 12 months prior to the event date.
2. **Unpaid fees:** Allowing for the denial of an application if Special Event fees from a prior event are unpaid.

Alongside a change to the Ordinance to Establish Business, Professional and Occupational License Tax Rates for the Tax Year Beginning on July 1, 2025 (Ordinance 2025-06):

3. **Itinerant Merchant fees:** Reducing the fee for Itinerant Merchants Licenses from \$500 to \$100.

No ordinance changes are proposed for Main Street or Personal Events at this time.

## BACKGROUND

In the January Town Council work session, we reviewed the Special Event permit process. The Town Council showed approval to take action on extending the permit approval window, denying organizers with past unpaid event fees, and lowering the Itinerant Merchant's License fee. This month, we will review new language to get council's input before the public hearing in April.

### Approval Date

For large events, the ordinance-mandated maximum of 6-months prior approval does not provide the applicant with enough time to organize this event. The following language updates to Article VI., Use of Public Grounds, Section 14-103 (m) is proposed:

Old language: No permit shall be granted for any event beginning more than **six** months after the date of the application.

New language: No permit shall be granted for any event beginning more than **twelve** months after the date of the application.

The remainder of the ordinance, addressing how staff will handle multiple or simultaneous applications for the same forum, will remain unchanged.

**Unpaid Fees**

While the majority of event organizers pay Special Event fees promptly, there is no enforcement angle for this on the rare occasions when these fees go unpaid. Therefore, the following language adjustment to Article VI., Use of Public Grounds, Section 14-103 (l) is proposed:

Old language: The applicant is responsible for any and all damage to public facilities caused by the applicant or by any agent or partner of the applicant. If a person receives a permit for an event and does not hold the event, then he or she shall pay the Town for the reasonable cost of assisting the applicant in developing any public safety plan for that event as well as any reasonable overtime or third party cost incurred by the town in relation to the event. *[end of section l]*

New language: The applicant is responsible for any and all damage to public facilities caused by the applicant or by any agent or partner of the applicant. If a person receives a permit for an event and does not hold the event, then he or she shall pay the Town for the reasonable cost of assisting the applicant in developing any public safety plan for that event as well as any reasonable overtime or third party cost incurred by the town in relation to the event. **If the applicant has held an event in the Town previously and not paid the associated Special Event fees, no permit shall be granted to this applicant until these fees are paid.**

**Itinerant Merchant’s License Fee**

The Itinerants Merchants License fee is renewed every year as part of the Business, Professional, and Occupational License Tax Rates. In the January work session, council indicated its approval to reduce this fee from \$500 to \$100 in order to align more closely with neighboring municipalities and encourage more vendors to take advantage of this license.

It is proposed that the Ordinance to Establish Business, Professional and Occupational License Tax Rates for the Tax Year Beginning on July 1, 2025 (Ordinance 2025-06) be edited to read:

Old language: “Itinerant Merchants **\$500.00** per year”

New language: “Itinerant Merchants **\$100.00** per year”

The other rates and fees listed on the Ordinance are to remain unchanged.

**Personal Events on Public Streets- update**

After reaching out to Special Event coordinators from a variety of municipalities both in Virginia & across the U.S., no ordinances could be found addressing the issue of “personal events on public streets,” specifically. However, in the future the Special Events committee can apply the existing Grounds for Denial number (4) in our current ordinance: “The application is for an area in excess of the reasonable needs of the applicant given the number of people expected at the event. In cases covered under this provision, the town shall

issue a permit for such area as is needed for the size of the applicant's planned event." Though no one can guarantee the size of an event that is open to the public, we could apply this ordinance to withhold Main Street only for events with a very large expected attendance.

Indeed, in order to maintain safe flow of traffic, when Main Street is closed it must be closed to 3<sup>rd</sup> or 5<sup>th</sup> street, rather than a smaller segment. The amount of space generated by this closure is quite large, and would most aptly fit a very large event of multiple thousands of people. Therefore, the Grounds for Denial number (4) listed above could be used to deny any future "personal events" that request this space, unless they expect an exceptional number of attendees.

We will continue to recommend park space and alternative forums for smaller events that do not meet the reasonable sizing criteria of Main Street.

**STAFF RECOMMENDATION**

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Staff recommends the following actions and updates to the ordinance:

- 1. Update ordinance to allow for Special Event permit approval 12 months prior to the event date, rather than 6, with the new language listed above.
- 2. Update ordinance to allow the committee to deny the permit for an event if past Special Event fees are unpaid, with the new language listed above.
- 3. Update the fee for the Itinerant Merchant's License from \$500 to \$100, with the new language listed above.

If the new text gets preliminary approval by council, it will be advertised and voted on at a public hearing at the April council meeting.

**Service Level/Collaborative Impact**

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- 1. Extending the window for event approval should not have a service level impact.
- 2. Denying a Special Event application if previous fees are unpaid should not have a service level impact.
- 3. Reducing the fee for Itinerant Merchants Licenses should increase the number of applications for this license. This will create paperwork for the Tax Administrator but will likely be a fiscal net positive, along with creating public safety as these food trucks will be operating within our regulations with fire marshal and VDH inspections.

**Policy Direction/Warrenton Plan 2040**

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E-3.3: Maximize the Town's public spaces and right-of-way to allow for arts and cultural events to operate, including outdoor dining and gathering places.

E-3.2: Market to creative arts and entrepreneurial businesses to locate within appropriate Character Districts.

HR-6.2: Partner with the Town's Main Street organization and other entities to strengthen economic opportunities highlighting the Town's historical, arts, and culinary assets for placemaking events.

CF-1.5: Encourage the use of community facilities and grounds for community events and public functions.

New Overlay District guidelines: Arts and Culture District: Allows for temporary events, pop-up storefronts that are arts and culture focused along Main and Culpeper streets through a streamlined permitting process.

L-2.9: (Old Town Character District): Locate an event space in the Old Town UDA that can be used to accommodate public and private events, festivals of all types appropriate and other opportunities.

**Fiscal Impact**

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- 1. Extending the allowable window between granting a Special Event permit and the event date should not have a fiscal impact.
- 2. Requiring all previous Special Event fees be paid before an applicant can receive a new Special Event permit should encourage compliance and positively impact revenue collection.
- 3. Reduced Itinerant Merchants fees should result in higher revenue, as many more food trucks would like to obtain this license but are put off by the exorbitantly high current fee.

**Legal Impact**

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No legal challenges identified.

**ATTACHMENTS**

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- 1. Special Event/Public Gathering Ordinance
- 2. Business, Professional, and Occupational License Tax Rates ordinance 2025-06

**Draft proposed new ordinance in Chapter 14, Streets and Sidewalks, as a new Article VI., Use of Public Grounds, consisting of Sections 14-101 through 14-103.**

**Sec. 14-101. Purposes.**

The purposes of this Article VI are: Protecting the right of the people to peaceably assemble, protecting the right of the people to freedom of speech, protecting the right of the people to petition the government for a redress of grievances, protecting public safety, preserving property rights, protecting the peace and tranquility of residential property, making sure that streets, sidewalks, parks and other public places are available for their intended purposes, coordinating multiple uses of space, assuring financial accountability for damage to public facilities, and protecting the operation of government. In any application of this section to expressive behavior, the intent of this section is to be consistent with constitutional guarantees of free expression, freedom of assembly, and the right to petition by providing reasonable, content-neutral and narrowly tailored time, place and manner restrictions that serve the purposes of this Article, while preserving ample and adequate alternative channels of communication.

**Sec. 14-102. Definitions.**

(a) *Definitions.* For purposes of this section, the following terms have the meanings given below:

*"Event"* means an occurrence at a given location for some defined period of time, and includes but is not limited to a parade, sidewalk gathering, street closure, and a park gathering.

*"Non-forum"* means a town-owned facility or area not suitable for public assembly for safety reasons, including but not limited to any town office, town storage or utility facility, or similar location. Persons present in non-forums without authority are trespassing.

*"Organized public gathering"* means any gathering of persons, with or without vehicles, in or on public areas or facilities for any activity as a group, and includes but is not limited to a parade, sidewalk gathering, street closure, or park gathering.

*"Parade"* means a procession, with or without vehicles, requiring the closure of town streets to normal traffic in order to protect safety.

*"Park gathering"* means a planned gathering of more than 200 persons in a public park.

*"Political Speech"* means interactive communication involving political conduct and words that are intended to directly rally public support for a particular issue, position, or candidate.

*"Public areas or facilities"* means public grounds, places and streets owned by or within the town limits of the Town.

*"Sidewalk gathering"* means a planned gathering of 15 or more persons standing on or moving along Town right-of-way, using the sidewalk where one is provided, and attracting the attention of the public.

*"Spontaneous gathering"* means an unplanned or unannounced coming together of persons, with or without vehicles, consisting of a parade, sidewalk gathering, or other gathering which may occur in response to unforeseen circumstances or events of immediate and obvious importance that allows no opportunity for obtaining a permit under this section.

*"Street closing"* means the temporary closing of a portion of a Town street to vehicular traffic.

*"Town,"* for purposes of implementing this section, means the Town Manager or an officer or employee of the Town of Warrenton designated by the Town Manager.

*"Traditional public forum"* means a town-owned area which by long tradition is open to the expression of views, and includes public parks, Town streets and public sidewalks.

### **Sec. 14-103. Permit Requirement.**

- (a) *General Requirement.* Unless otherwise specifically provided by this section or other law, no organized public gathering, shall be conducted, allowed or maintained on or within public areas or facilities without first obtaining a permit therefor from the Town.
- (b) *Application.* Except as provided in subsection (k) of this Section, an application for a permit and application fee shall be filed with the Town at least 5 business days in advance for a sidewalk gathering of between 15 and 200 persons and at least fourteen business days in advance for a parade, street closing, park gathering, or sidewalk gathering of more than 200 persons. No application fee is due for events with the primary purpose of political speech. The application for a Special Event permit shall include a public safety plan if required by subsection (d) of this section. If a park gathering also uses park facilities available for rental or seeks changes to the general rules set out in subsection (h) of this section, then the organizer must also, pay all applicable fees to the Town, and enter into a park use contract. The application will set forth:
- (1) The name of the applicant and the names of the persons who will be in charge of the event, at least one of whom will be present at all times during the event;
  - (2) The date, time, duration, nature and place or route of the proposed event;
  - (3) An estimate of the number of persons expected to attend over the course of the event and the maximum expected at any one time; and
  - (4) A statement or description of equipment and facilities to be used.
- (c) *Issuance; grounds for denial.* The Town shall, by the end of the business day following the business day the application is received, and subject to the provisions of this section, issue a permit on proper application unless grounds exist under this subsection to deny the permit. If the permit is denied, the Town will inform the applicant of the reason for denial and of the applicant's appeal rights granted by subsection (n) of this section. A permit may be denied only if one or more of the following grounds exist:
- (1) A Town-sponsored event or a repair or construction project is scheduled for that time and place, or a prior application for a permit for the same time and place or

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overlapping times and places has been made that has been or will be granted, and the nature of the events or projects does not reasonably allow multiple occupancy of that particular area. In such cases, the Town shall offer an alternative space or time, taking care to separate groups whose proximity might create a breach of the peace, or allot the space as the applicants may agree;

- (2) It reasonably appears that the event will present an unreasonable danger to the public health or safety;
  - (3) The event is of such nature or duration that it cannot reasonably be accommodated in the particular location applied for, because (i) it is a non-forum, or (ii) an unreasonable risk of damage to public areas or facilities, or (iii) an unreasonable risk of interference with planned Town activities, or (iv) the area proposed is too small for the number of persons expected. In such cases, the Town shall suggest an alternative location, if one exists, that would not pose such unreasonable risks;
  - (4) The application is for an area in excess of the reasonable needs of the applicant given the number of people expected at the event. In cases covered under this provision, the Town shall issue a permit for such area as is needed for the size of the applicant's planned event;
  - (5) The applicant has failed to pay any costs owed to the Town under subsection (l) of this section;
  - (6) A public safety plan is required by subsection (d) of this section and has not been submitted or the public safety plan has been rejected;
  - (7) The application is for a parade but the applicant does not have at least 100 persons willing to take part;
  - (8) The application is for a parade or street closure and would unreasonably interfere with pedestrian or motor vehicle traffic, in which case the Town shall suggest an alternative time or location for the event. An application unreasonably interferes with traffic if it would:
    - a. Occur at the same time or overlapping times with one or more other parade(s) or street closure(s) in the vicinity; or
    - b. Close any part of the streets shown in the accompanying map as "Exempted Streets"; or
    - c. Otherwise unreasonably interferes with traffic for specific reasons articulated by the Town, based on past experience or reasonable anticipation.
  - (9) The applicant or any person acting in concert with him or her violated any provision of subsection (f) of this section, or any park rule applicable to a park gathering, in relation to an event within the previous 12 months;
  - (10) The application is for a gathering focused on and taking place in front of a residence or dwelling place and would impair the peace and tranquility of the residence or dwelling place;
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- (11) The application is for a parade or street closure requiring the use of Town Police or Public Works staff and the proposed dates of the event are within one calendar day of an already approved parade, street closure, or Town-sponsored event, such that the Town will have inadequate staff to meet its operational needs.
- (d) *Public Safety Plan.* When required by this subsection, the applicant shall submit a public safety plan to the Town to address traffic disruption, pedestrian safety, starting and ending times, lighting, and any other factors bearing on the safety, order, and accessibility of streets and sidewalks, including sign size, maximum number of persons in an area, sound amplification, and control of animals. The Town shall, upon request, assist the applicant in preparing the public safety plan. A public safety plan may be rejected only if it presents grounds under which a permit would be denied under subsection (c) of this section or creates an unreasonable risk of injury to pedestrians or interference with lawful businesses, commerce, professions, non-profit organizations, or civic events. For a renewal, the Town will require a new public safety plan if the prior public safety plan proved inadequate under this standard. The Town may charge a fee for preparation or review of the initial safety plan and any substantive revision to a prior safety plan.
- (1) Public Safety Plans are required under the following circumstances:
- a. Street closures and parades require a public safety plan.
    - i. Pursuant to Virginia Code § 15.2-2013(2), the public safety plan shall be accompanied by proof of insurance with an insurance company licensed to do business in the Commonwealth and insuring against personal injury, death, and property damage resulting from the temporary use of the street in a coverage amount of at least \$1,000,000.00, naming the Town as an additional insured. However, under Virginia Code § 15.2-2014, the Town Manager may temporarily close any public right-of-way to vehicular traffic when in his or her judgment the public safety so requires, and shall do so if an applicant is unable to obtain insurance.
    - ii. The public safety plan shall provide for law enforcement personnel to direct traffic for any parade or for a street closure if necessary for public safety. The number of officers required shall be based solely on the reasonably anticipated number of participants and the location of the event. For purposes of this section, counter-demonstrators are not participants.
    - iii. The public safety plan shall provide for emergency medical services consistent with FEMA's Special Events Contingency Planning Job Aids Manual Guide To The Provisions of Medical Aid.
  - b. If a sidewalk gathering involves a procession of more than 50 persons crossing streets as part of the event, a public safety plan is required. The plan shall provide for law enforcement personnel for traffic control at any major intersections along the route of the procession.
  - c. If any part of an organized public gathering will occur between dusk and dawn, a public safety plan is required.
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- (2) An applicant shall submit any required public safety plan to the Town with the Special Event application.
  - (3) Any person hired to provide security under a public safety plan shall be either law enforcement personnel or a security officer licensed by or registered with the Virginia Department of Criminal Justice Services. Any persons or company hired to provide emergency medical services shall be licensed by or registered with the Virginia Department of Health Office of Emergency Medical Services.
  - (4) The chief of police or designee will review all public safety plans and advise if the plan is rejected, giving the reasons for the rejection. The applicant may revise a rejected public safety plan and resubmit it at least three business days before the event. If the resubmitted plan resolves the deficiencies noted in the rejection and there are no other grounds for rejecting the permit, the permit shall be granted. No changes may be made to an approved public safety plan without the express, written consent of the Town.
  - (5) If the chief of police or designee rejects the proposed public safety plan, he or she shall inform the applicant of the appeal rights granted under subsection (n) of this section.
  - (6) The public safety plan shall provide for the applicant to pay for the costs of any law enforcement personnel, emergency medical personnel or private contractors called for under the public safety plan. The applicant shall pay all costs incurred under this paragraph (d)(6) within seven calendar days after billing.
  - (7) No person may violate any of the terms of a public safety plan while participating in an organized public gathering.
- (e) *Unattended displays on streets and sidewalks.* Nothing in this Article allows any person to leave a sign or other object in or on the public right-of-way (including sidewalks, utility strips, and unimproved portions of a dedicated right-of-way). Such unattended displays shall be treated as litter or abandoned property, depending on the circumstances.
- (f) *Illegal activities.* Nothing in this section or any permit issued under it shall authorize a person to:
- (1) Obstruct the entrance to any building, property, or vehicle, except to the extent expressly permitted by a public safety plan;
  - (2) Cross police lines, perimeters or barricades set up pursuant to Code of Virginia § 15.2-1714;
  - (3) Trespass on private property in violation of Code of Virginia § 18.2-119, or on school property in violation of § 18.2-128;
  - (4) Obstruct the free passage of others in violation of Code of Virginia § 18.2-404, except to the extent expressly permitted by a public safety plan;
  - (5) Create an unlawful assembly or riot in violation of Code of Virginia §§ 18.2-405 or 18.2-406;
  - (6) Engage in disorderly conduct in violation of Code of Virginia § 18.2-415;
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- (7) Engage in picketing that violates the National Labor Relations Act or Code of Virginia §§ 18.2-418, 18.2-419, 40.1-53, or 40.1-66;
  - (8) Violate the noise standards set out in section 58-35 of this Code; or
  - (9) Otherwise violate applicable law.
- (g) *Authorized times and locations.* Organized public gatherings are permitted only from sun-up to sundown except as permitted by a public safety plan.
- (h) *Permitted and prohibited activities.* Unless otherwise expressly provided by a public safety plan or Special event permit, the following general rules apply to all activities governed by this section, whether a permit is required or not:
- (1) The maximum size of signs carried by persons in the gathering shall be three feet by two feet. Any support used may be no larger than 1" × 1" × 36" with no sharp ends. However, the maximum size of signs and sign supports in a parade, street closure or park gathering may be varied in a public safety plan or park rental contract, taking into account the available area and the planned activities. Signs may not be so similar to traffic signs that motorists are likely to mistake them for actual road signs. No portion of a sign is allowed in the portion of the right-of-way available for use by motor vehicles.
  - (2) The minimum area required for a sidewalk gathering is calculated at the rate of five linear feet of sidewalk per person.
  - (3) Except for trained assistance animals, no animals shall be present at a sidewalk gathering, and any animals in a parade or park gathering must be under constant control as provided for in the public safety plan.
  - (4) The police may mark off areas needed for sight distance by drivers, and persons participating in the event shall stand clear of such areas.
  - (5) Accepting payment for goods or services is permitted only if the applicant has all necessary licenses.
  - (6) Except for lawfully carried firearms, no one present at an organized public gathering may carry any weapon. A "weapon" for purposes of this provision includes (i) any of the items which may not be carried hidden from observation without a concealed weapon permit under Virginia Code § 18.2-308 and (ii) any other object with a sharp point or edge, except a knife with a blade of less than three inches.
  - (7) No person in an organized public gathering may use any television screen or other changeable display visible to drivers, or otherwise unreasonably distract drivers.
  - (8) No person in an organized public gathering may use sound amplification equipment, except to the extent expressly permitted by a public safety plan and/or the special event permit.
  - (9) Sleeping is not permitted as part of any organized public gathering.
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- (10) No structures may be built or placed on public property except as permitted by a public safety plan, park rental contract, or Special Event Permit.
- (11) No person in an organized public gathering may coerce, intimidate, or harass any other person with physical contact, light, odor, fireworks, or noise.
- (12) No person may violate any park rule or regulation.
- (i) *Term.* No permit for an organized public gathering shall be issued for a period in excess of seven days, which need not be consecutive, provided that permits may be extended for like periods upon a new application. If another applicant has requested use of the same location and multiple occupancy of that location is not reasonably possible, however, then the Town shall allot the space via the method set out in subsection (m) of this section. Multiple applications by the same applicant for substantially the same location shall be treated as a single application.
- (j) *Area of gathering; possession of permit.* Except for events exempted from the permit requirement of this section by subsection (k) below:
- (1) It shall be unlawful to hold an organized public gathering except in the area noted on the permit.
  - (2) It shall be unlawful to hold an organized public gathering except when there is present at the event at least one person designated as a person in charge on the application or by written notice to the Town.
- (k) *Exceptions.* The permit provisions of this section shall be optional for:
- (1) Organized public gatherings by 14 or fewer people on streets or sidewalks, or by 200 or fewer persons in a park;
  - (2) Activities by the U.S. government, Commonwealth of Virginia, or Town of Warrenton, or any division, department, or agency thereof;
  - (3) Spontaneous gatherings;
  - (4) Funeral processions where law enforcement either provides traffic control or determines that no traffic control is needed.
- (l) *Financial responsibility.* The applicant is responsible for any and all damage to public facilities caused by the applicant or by any agent or partner of the applicant. If a person receives a permit for an event and does not hold the event, then he or she shall pay the Town for the reasonable cost of assisting the applicant in developing any public safety plan for that event as well as any reasonable overtime or third party costs incurred by the Town in relation to the event.
- (m) *Date of application; overlapping applications.* No permit shall be granted for any event beginning more than six months after the date of application. If two or more applications are made for overlapping areas and times, and the nature of the events or projects does not reasonably allow multiple occupancy of that particular area, then the one received first will be honored and the Town will suggest alternative times and/or locations for the later one. All applications received on the same day will be considered simultaneous. An application
-

for renewal will be considered simultaneous with a new application for the same or overlapping area and time. If there are two or more simultaneous applications for overlapping areas and times, then the Town will contact the applicants and attempt to accommodate all applicants' needs by agreement. If agreement cannot be reached, the permit for the overlapped area and time shall be awarded by lot.

- (n) *Appeals.* Within five calendar days a person denied a permit or whose public safety plan is rejected may appeal that decision to the Town Manager. After appropriate notice to interested parties, if any, the Town Manager shall hear and decide the appeal within two business days. Within three calendar days of the Town Manager's decision on appeal the appellant may further appeal any adverse decision to the Town Council. After appropriate notice to interested parties, if any, the Town Council shall hold a timely meeting to hear and decide the appeal.
- (o) *Waiver.* The Town may grant waivers on request, but only if the inadequacy being overlooked does no harm to the policies furthered by the application requirements and only if the waiver and the grounds for it are recorded in writing contemporaneously with the granting of the waiver.
- (p) *Abatement of hazards and obstructions.* This subsection applies whether there is a permit for the gathering or not and whether the public gathering is organized or not. If any gathering on public areas or facilities creates a hazard to public safety or violates any provisions of this section, then the Town may require that the hazard or violation be promptly ended or that the gathering move to the nearest location where the risk of harm will be diminished to a reasonable level in light of the purposes of this Article. Any such direction shall be narrowly tailored to abate the risk of harm without limiting the public gathering more than reasonably necessary. Failure to obey such direction constitutes a violation of this section. A "hazard to public safety" as used in this subsection includes any condition or action that:
- (1) Creates a hazard or obstruction to pedestrians or traffic beyond what is permitted by a public safety plan,
  - (2) Damages public facilities; or
  - (3) Would have justified denial or displacement of the event under subsection (c) of this section.
- (q) *Penalty.* Any person intentionally violating any of the provisions of this section for which no other penalty is provided by Town ordinance or state law shall be guilty of a class 3 misdemeanor. The burden of proving the application of any exception under subsection (k)(2), (3), or (4) shall be on the person asserting the exception.
- (r) *Severability.* If any portion of this Article is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Article, and such invalid provisions or portions thereof shall be severable.

  
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 Thomas Cureton, Town Clerk

June 10, 2025  
Town Council  
Public Hearing  
Ordinance 2025-06

**AN ORDINANCE TO ESTABLISH BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE TAX RATES FOR THE TAX YEAR BEGINNING JULY 1, 2025**

BE IT ORDAINED by the Council of the Town of Warrenton, Virginia, that the following Business, Professional and Occupational License Tax Rates are hereby levied for the tax year beginning July 1, 2025:

Amusements	\$0.10 per \$100 Gross Receipts
Contractors, Builders or Developers	\$0.085 per \$100 Gross Receipts
Business, Personal or Repair Service Occupations	\$0.1683 per \$100 Gross Receipts
Financial or Real Estate Services	\$0.2678 per \$100 Gross Receipts
Professional Occupations	\$0.2678 per \$100 Gross Receipts
Retail Merchants	\$0.10 per \$100 Gross Receipts
Vending Machine Operators	\$200 plus \$0.10 per \$100 Gross Receipts
Wholesale Merchants	\$0.0425 per \$100 Gross Purchases
Public Utilities (Telephone & Telegraph)	½ of 1% of Gross Receipts

The license tax is the greater of \$30.00 or the tax computed on gross receipts. Flat fees apply to certain businesses as follows:

Fortune tellers, Clairvoyants & Practitioners of Palmistry	\$1,000.00 per year
Carnivals, Circuses and Speedways	\$1,000.00 per performance
Itinerant Merchants	\$500.00 per year
Peddlers	\$250.00 per year
Photographers (as defined in §58.1-3727 of the Code of Virginia)	\$30.00 per year
Savings and Loan Associations and Credit Unions	\$50.00 per year
Direct Sellers	(Total annual sales greater than \$4,000.00) \$0.10 per \$100 Total Annual Retail Sales -Or- \$0.0425 per \$100 Total Annual Wholesale Sales

Alcoholic Beverages (special license tax provision in addition to gross receipts tax):

Wholesale Beer License	\$75.00
Wholesale Wine Distributor	\$50.00
Retail On-Premises Wine & Beer - Hotel, Restaurant or Club	\$37.50
Retail Off-Premises Wine & Beer	\$37.50
Retail On-Premises Wine - Hotel, Restaurant or Club	\$25.00
Retail Off-Premises Beer	\$25.00

**Votes:**

**Ayes:** Mr. Roy Francis; Mr. William Semple, Vice Mayor; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon; Mr. David McGuire.

**Nays:** Mr. Paul Mooney

**Absent from Meeting:**

**For Information:  
Budget Manager**

**ATTEST:**

Two handwritten signatures in black ink are written over a horizontal line. The signature on the left is more cursive and appears to be 'Steph...' while the signature on the right is more stylized and appears to be 'J.P.'.

**Town Recorder**

**Draft proposed new ordinance in Chapter 14, Streets and Sidewalks, as a new Article VI., Use of Public Grounds, consisting of Sections 14-101 through 14-103.**

**Sec. 14-101. Purposes.**

The purposes of this Article VI are: Protecting the right of the people to peaceably assemble, protecting the right of the people to freedom of speech, protecting the right of the people to petition the government for a redress of grievances, protecting public safety, preserving property rights, protecting the peace and tranquility of residential property, making sure that streets, sidewalks, parks and other public places are available for their intended purposes, coordinating multiple uses of space, assuring financial accountability for damage to public facilities, and protecting the operation of government. In any application of this section to expressive behavior, the intent of this section is to be consistent with constitutional guarantees of free expression, freedom of assembly, and the right to petition by providing reasonable, content-neutral and narrowly tailored time, place and manner restrictions that serve the purposes of this Article, while preserving ample and adequate alternative channels of communication.

**Sec. 14-102. Definitions.**

- (a) *Definitions.* For purposes of this section, the following terms have the meanings given below:

*"Event"* means an occurrence at a given location for some defined period of time, and includes but is not limited to a parade, sidewalk gathering, street closure, and a park gathering.

*"Non-forum"* means a town-owned facility or area not suitable for public assembly for safety reasons, including but not limited to any town office, town storage or utility facility, or similar location. Persons present in non-forums without authority are trespassing.

*"Organized public gathering"* means any gathering of persons, with or without vehicles, in or on public areas or facilities for any activity as a group, and includes but is not limited to a parade, sidewalk gathering, street closure, or park gathering.

*"Parade"* means a procession, with or without vehicles, requiring the closure of town streets to normal traffic in order to protect safety.

*"Park gathering"* means a planned gathering of more than 200 persons in a public park.

*"Political Speech"* means interactive communication involving political conduct and words that are intended to directly rally public support for a particular issue, position, or candidate.

*"Public areas or facilities"* means public grounds, places and streets owned by or within the town limits of the Town.

*"Sidewalk gathering"* means a planned gathering of 15 or more persons standing on or moving along Town right-of-way, using the sidewalk where one is provided, and attracting the attention of the public.

"*Spontaneous gathering*" means an unplanned or unannounced coming together of persons, with or without vehicles, consisting of a parade, sidewalk gathering, or other gathering which may occur in response to unforeseen circumstances or events of immediate and obvious importance that allows no opportunity for obtaining a permit under this section.

"*Street closing*" means the temporary closing of a portion of a Town street to vehicular traffic.

"*Town,*" for purposes of implementing this section, means the Town Manager or an officer or employee of the Town of Warrenton designated by the Town Manager.

"*Traditional public forum*" means a town-owned area which by long tradition is open to the expression of views, and includes public parks, Town streets and public sidewalks.

### **Sec. 14-103. Permit Requirement.**

- (a) *General Requirement.* Unless otherwise specifically provided by this section or other law, no organized public gathering, shall be conducted, allowed or maintained on or within public areas or facilities without first obtaining a permit therefor from the Town.
- (b) *Application.* Except as provided in subsection (k) of this Section, an application for a permit and application fee shall be filed with the Town at least 5 business days in advance for a sidewalk gathering of between 15 and 200 persons and at least fourteen business days in advance for a parade, street closing, park gathering, or sidewalk gathering of more than 200 persons. No application fee is due for events with the primary purpose of political speech. The application for a Special Event permit shall include a public safety plan if required by subsection (d) of this section. If a park gathering also uses park facilities available for rental or seeks changes to the general rules set out in subsection (h) of this section, then the organizer must also, pay all applicable fees to the Town, and enter into a park use contract. The application will set forth:
- (1) The name of the applicant and the names of the persons who will be in charge of the event, at least one of whom will be present at all times during the event;
  - (2) The date, time, duration, nature and place or route of the proposed event;
  - (3) An estimate of the number of persons expected to attend over the course of the event and the maximum expected at any one time; and
  - (4) A statement or description of equipment and facilities to be used.
- (c) *Issuance; grounds/or denial.* The Town shall, by the end of the business day following the business day the application is received, and subject to the provisions of this section, issue a permit on proper application unless grounds exist under this subsection to deny the permit. If the permit is denied, the Town will inform the applicant of the reason for denial and of the applicant's appeal rights granted by subsection (n) of this section. A permit may be denied only if one or more of the following grounds exist:
- (1) A Town-sponsored event or a repair or construction project is scheduled for that time and place, or a prior application for a permit for the same time and place or

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overlapping times and places has been made that has been or will be granted, and the nature of the events or projects does not reasonably allow multiple occupancy of that particular area. In such cases, the Town shall offer an alternative space or time, taking care to separate groups whose proximity might create a breach of the peace, or allot the space as the applicants may agree;

- (2) It reasonably appears that the event will present an unreasonable danger to the public health or safety;
  - (3) The event is of such nature or duration that it cannot reasonably be accommodated in the particular location applied for, because (i) it is a non-forum, or (ii) an unreasonable risk of damage to public areas or facilities, or (iii) an unreasonable risk of interference with planned Town activities, or (iv) the area proposed is too small for the number of persons expected. In such cases, the Town shall suggest an alternative location, if one exists, that would not pose such unreasonable risks;
  - (4) The application is for an area in excess of the reasonable needs of the applicant given the number of people expected at the event. In cases covered under this provision, the Town shall issue a permit for such area as is needed for the size of the applicant's planned event;
  - (5) The applicant has failed to pay any costs owed to the Town under subsection (1) of this section;
  - (6) A public safety plan is required by subsection (d) of this section and has not been submitted or the public safety plan has been rejected;
  - (7) The application is for a parade but the applicant does not have at least 100 persons willing to take part;
  - (8) The application is for a parade or street closure and would unreasonably interfere with pedestrian or motor vehicle traffic, in which case the Town shall suggest an alternative time or location for the event. An application unreasonably interferes with traffic if it would:
    - a. Occur at the same time or overlapping times with one or more other parade(s) or street closure(s) in the vicinity; or
    - b. Close any part of the streets shown in the accompanying map as "Exempted Streets"; or
    - c. Otherwise unreasonably interferes with traffic for specific reasons articulated by the Town, based on past experience or reasonable anticipation.
  - (9) The applicant or any person acting in concert with him or her violated any provision of subsection (f) of this section, or any park rule applicable to a park gathering, in relation to an event within the previous 12 months;
  - (10) The application is for a gathering focused on and taking place in front of a residence or dwelling place and would impair the peace and tranquility of the residence or dwelling place;
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- (11) The application is for a parade or street closure requiring the use of Town Police or Public Works staff and the proposed dates of the event are within one calendar day of an already approved parade, street closure, or Town-sponsored event, such that the Town will have inadequate staff to meet its operational needs.
- (d) *Public Safety Plan.* When required by this subsection, the applicant shall submit a public safety plan to the Town to address traffic disruption, pedestrian safety, starting and ending times, lighting, and any other factors bearing on the safety, order, and accessibility of streets and sidewalks, including sign size, maximum number of persons in an area, sound amplification, and control of animals. The Town shall, upon request, assist the applicant in preparing the public safety plan. A public safety plan may be rejected only if it presents grounds under which a permit would be denied under subsection (c) of this section or creates an unreasonable risk of injury to pedestrians or interference with lawful businesses, commerce, professions, non-profit organizations, or civic events. For a renewal, the Town will require a new public safety plan if the prior public safety plan proved inadequate under this standard. The Town may charge a fee for preparation or review of the initial safety plan and any substantive revision to a prior safety plan.
- (1) Public Safety Plans are required under the following circumstances:
- a. Street closures and parades require a public safety plan.
    1. Pursuant to Virginia Code § 15.2-2013(2), the public safety plan shall be accompanied by proof of insurance with an insurance company licensed to do business in the Commonwealth and insuring against personal injury, death, and property damage resulting from the temporary use of the street in a coverage amount of at least \$1,000,000.00, naming the Town as an additional insured. However, under Virginia Code § 15.2-2014, the Town Manager may temporarily close any public right-of-way to vehicular traffic when in his or her judgment the public safety so requires, and shall do so if an applicant is unable to obtain insurance.
    11. The public safety plan shall provide for law enforcement personnel to direct traffic for any parade or for a street closure if necessary for public safety. The number of officers required shall be based solely on the reasonably anticipated number of participants and the location of the event. For purposes of this section, counter-demonstrators are not participants.
    111. The public safety plan shall provide for emergency medical services consistent with Ji'EMA's Special Events Contingency Planning Job Aids Manual Guide To The Provisions of Medical Aid.
  - b. If a sidewalk gathering involves a procession of more than 50 persons crossing streets as part of the event, a public safety plan is required. The plan shall provide for law enforcement personnel for traffic control at any major intersections along the route of the procession.
  - c. If any part of an organized public gathering will occur between dusk and dawn, a public safety plan is required.

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- (2) An applicant shall submit any required public safety plan to the Town with the Special Event application.
  - (3) Any person hired to provide security under a public safety plan shall be either law enforcement personnel or a security officer licensed by or registered with the Virginia Department of Criminal Justice Services. Any persons or company hired to provide emergency medical services shall be licensed by or registered with the Virginia Department of Health Office of Emergency Medical Services.
  - (4) The chief of police or designee will review all public safety plans and advise if the plan is rejected, giving the reasons for the rejection. The applicant may revise a rejected public safety plan and resubmit it at least three business days before the event. If the resubmitted plan resolves the deficiencies noted in the rejection and there are no other grounds for rejecting the permit, the permit shall be granted. No changes may be made to an approved public safety plan without the express, written consent of the Town.
  - (5) If the chief of police or designee rejects the proposed public safety plan, he or she shall inform the applicant of the appeal rights granted under subsection (n) of this section.
  - (6) The public safety plan shall provide for the applicant to pay for the costs of any law enforcement personnel, emergency medical personnel or private contractors called for under the public safety plan. The applicant shall pay all costs incurred under this paragraph (d)(6) within seven calendar days after billing.
  - (7) No person may violate any of the terms of a public safety plan while participating in an organized public gathering.
- (e) *Unattended displays on streets and sidewalks.* Nothing in this Article allows any person to leave a sign or other object in or on the public right-of-way (including sidewalks, utility strips, and unimproved portions of a dedicated right-of-way). Such unattended displays shall be treated as litter or abandoned property, depending on the circumstances.
- (t) *Illegal activities.* Nothing in this section or any permit issued under it shall authorize a person to:
- (1) Obstruct the entrance to any building, property, or vehicle, except to the extent expressly permitted by a public safety plan;
  - (2) Cross police lines, perimeters or barricades set up pursuant to Code of Virginia§ 15.2-1714;
  - (3) Trespass on private property in violation of Code of Virginia§ 18.2-119, or on school property in violation of§ 18.2-128;
  - (4) Obstruct the free passage of others in violation of Code of Virginia§ 18.2-404, except to the extent expressly permitted by a public safety plan;
  - (5) Create an unlawful assembly or riot in violation of Code of Virginia§§ 18.2-405 or 18.2-406;
  - (6) Engage in disorderly conduct in violation of Code of Virginia§ 18.2-415;
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- (7) Engage in picketing that violates the National Labor Relations Act or Code of Virginia §§ 18.2-418, 18.2-419, 40.1-53, or 40.1-66;
  - (8) Violate the noise standards set out in section 58-35 of this Code; or
  - (9) Otherwise violate applicable law.
- (g) *Authorized times and locations.* Organized public gatherings are permitted only from sun-up to sundown except as permitted by a public safety plan.
- (h) *Permitted and prohibited activities.* Unless otherwise expressly provided by a public safety plan or Special event permit, the following general rules apply to all activities governed by this section, whether a permit is required or not:
- (1) The maximum size of signs carried by persons in the gathering shall be three feet by two feet. Any support used may be no larger than 1" x 1" x 36" with no sharp ends. However, the maximum size of signs and sign supports in a parade, street closure or park gathering may be varied in a public safety plan or park rental contract, taking into account the available area and the planned activities. Signs may not be so similar to traffic signs that motorists are likely to mistake them for actual road signs. No portion of a sign is allowed in the portion of the right-of-way available for use by motor vehicles.
  - (2) The minimum area required for a sidewalk gathering is calculated at the rate of five linear feet of sidewalk per person.
  - (3) Except for trained assistance animals, no animals shall be present at a sidewalk gathering, and any animals in a parade or park gathering must be under constant control as provided for in the public safety plan.
  - (4) The police may mark off areas needed for sight distance by drivers, and persons participating in the event shall stand clear of such areas.
  - (5) Accepting payment for goods or services is permitted only if the applicant has all necessary licenses.
  - (6) Except for lawfully carried firearms, no one present at an organized public gathering may carry any weapon. A "weapon" for purposes of this provision includes (i) any of the items which may not be carried hidden from observation without a concealed weapon permit under Virginia Code § 18.2-308 and (ii) any other object with a sharp point or edge, except a knife with a blade of less than three inches.
  - (7) No person in an organized public gathering may use any television screen or other changeable display visible to drivers, or otherwise unreasonably distract drivers.
  - (8) No person in an organized public gathering may use sound amplification equipment, except to the extent expressly permitted by a public safety plan and/or the special event permit.
  - (9) Sleeping is not permitted as part of any organized public gathering.
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- (10) No structures may be built or placed on public property except as permitted by a public safety plan, park rental contract, or Special Event Permit.
- (11) No person in an organized public gathering may coerce, intimidate, or harass any other person with physical contact, light, odor, fireworks, or noise.
- (12) No person may violate any park rule or regulation.
- (i) *Term.* No permit for an organized public gathering shall be issued for a period in excess of seven days, which need not be consecutive, provided that permits may be extended for like periods upon a new application. If another applicant has requested use of the same location and multiple occupancy of that location is not reasonably possible, however, then the Town shall allot the space via the method set out in subsection (m) of this section. Multiple applications by the same applicant for substantially the same location shall be treated as a single application.
- G) *Area of gathering; possession of permit.* Except for events exempted from the permit requirement of this section by subsection (k) below:
- (1) It shall be unlawful to hold an organized public gathering except in the area noted on the permit.
- (2) It shall be unlawful to hold an organized public gathering except when there is present at the event at least one person designated as a person in charge on the application or by written notice to the Town.
- (k) *Exceptions.* The permit provisions of this section shall be optional for:
- (1) Organized public gatherings by 14 or fewer people on streets or sidewalks, or by 200 or fewer persons in a park;
- (2) Activities by the U.S. government, Commonwealth of Virginia, or Town of Warrenton, or any division, department, or agency thereof;
- (3) Spontaneous gatherings;
- (4) Funeral processions where law enforcement either provides traffic control or determines that no traffic control is needed.
- (1) *Financial responsibility.* The applicant is responsible for any and all damage to public facilities caused by the applicant or by any agent or partner of the applicant. If a person receives a permit for an event and does not hold the event, then he or she shall pay the Town for the reasonable cost of assisting the applicant in developing any public safety plan for that event as well as any reasonable overtime or third party costs incurred by the Town in relation to the event. **If the applicant has held an event in the Town previously and not paid the associated Special Event fees, no permit shall be granted to this applicant until these fees are paid.**
- (m) *Date of application; overlapping applications.* No permit shall be granted for any event beginning more than **twelve** months after the date of application. If two or more applications are made for overlapping areas and times, and the nature of the events or projects does not reasonably allow multiple occupancy of that particular area, then the one received first will be honored and the Town will suggest alternative times and/or locations for the later one.

All applications received on the same day will be considered simultaneous. An application

for renewal will be considered simultaneous with a new application for the same or overlapping area and time. If there are two or more simultaneous applications for overlapping areas and times, then the Town will contact the applicants and attempt to accommodate all applicants' needs by agreement. If agreement cannot be reached, the permit for the overlapped area and time shall be awarded by lot.

- (n) *Appeals.* Within five calendar days a person denied a permit or whose public safety plan is rejected may appeal that decision to the Town Manager. After appropriate notice to interested parties, if any, the Town Manager shall hear and decide the appeal within two business days. Within three calendar days of the Town Manager's decision on appeal the appellant may further appeal any adverse decision to the Town Council. After appropriate notice to interested parties, if any, the Town Council shall hold a timely meeting to hear and decide the appeal.
- (o) *Waiver.* The Town may grant waivers on request, but only if the inadequacy being overlooked does no harm to the policies furthered by the application requirements and only if the waiver and the grounds for it are recorded in writing contemporaneously with the granting of the waiver.
- (p) *Abatement of hazards and obstructions.* This subsection applies whether there is a permit for the gathering or not and whether the public gathering is organized or not. If any gathering on public areas or facilities creates a hazard to public safety or violates any provisions of this section, then the Town may require that the hazard or violation be promptly ended or that the gathering move to the nearest location where the risk of harm will be diminished to a reasonable level in light of the purposes of this Article. Any such direction shall be narrowly tailored to abate the risk of harm without limiting the public gathering more than reasonably necessary. Failure to obey such direction constitutes a violation of this section. A "hazard to public safety" as used in this subsection includes any condition or action that:
- (1) Creates a hazard or obstruction to pedestrians or traffic beyond what is permitted by a public safety plan,
  - (2) Damages public facilities; or
  - (3) Would have justified denial or displacement of the event under subsection (c) of this section.
- (q) *Penalty.* Any person intentionally violating any of the provisions of this section for which no other penalty is provided by Town ordinance or state law shall be guilty of a class 3 misdemeanor. The burden of proving the application of any exception under subsection (k)(2), (3), or (4) shall be on the person asserting the exception.
- (r) *Severability.* If any portion of this Article is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Article, and such invalid provisions or portions thereof shall be severable.

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Thomas Cureton, Town Clerk

June 10, 2025  
Town Council  
Public Hearing  
Ordinance 2025-06

**AN ORDINANCE TO ESTABLISH BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE TAX RATES FOR THE TAX YEAR BEGINNING JULY 1, 2025**

BE IT ORDAINED by the Council of the Town of Warrenton, Virginia, that the following Business, Professional and Occupational License Tax Rates are hereby levied for the tax year beginning July 1, 2025:

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Retail Merchants	\$0.10 per \$100 Gross Receipts
Vending Machine Operators	\$200 plus \$0.10 per \$100 Gross Receipts
Wholesale Merchants	\$0.0425 per \$100 Gross Purchases
Public Utilities (Telephone & Telegraph)	1/2 of 1% of Gross Receipts

The license tax is the greater of \$30.00 or the tax computed on gross receipts. Flat fees apply to certain businesses as follows:

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Itinerant Merchants	\$100.00 per year
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Photographers (as defined in §58.1-3727 of the Code of Virginia)	\$30.00 per year
Savings and Loan Associations and Credit Unions	\$50.00 per year
Direct Sellers	(Total annual sales greater than \$4,000.00) \$0.10 per \$100 Total Annual Retail Sales -Or- \$0.0425 per \$100 Total Annual Wholesale Sales

Alcoholic Beverages (special license tax provision in addition to gross receipts tax):

Wholesale <b>Beer</b> License	\$75.00
Wholesale Wine Distributor	\$50.00
Retail On-Premises Wine & Beer- Hotel, Restaurant or Club	\$37.50
Retail Off-Premises Wine & Beer	\$37.50
Retail On-Premises Wine - Hotel, Restaurant or Club	\$25.00
<b>Retail</b> Off-Premises Beer	\$25.00

- ◆ **Ayes:** Mr. Roy Francis; Mr. William Semple, Vice Mayor; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon; Mr. David McGuire.
- Nays:** Mr. Paul Mooney
- Absent from Meeting:**

**For Information:**  
Budget Manager



**ATTEST:** \_\_\_\_\_

**Town Recorder**



## LOTW Report

### Warrenton Town Council

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2 Vice Mayor  
Larry Kovalik, Ward 3  
Michele, O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item G.

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026
<b>Agenda Title:</b>	LOTW Update
<b>Requested Action:</b>	Receive the information from the Experience Old Town Warrenton Team
<b>Department / Agency Lead:</b>	LOTW
<b>Staff Lead:</b>	Joelle Fryman

### **EXECUTIVE SUMMARY**

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The Director of Experience Old Town Warrenton, Ms. Joelle Fryman, will present an update to the Town Council.

Love Old Town Warrenton thanks the Town of Warrenton and the Town Council for this opportunity to present an update. As well as, for their support, and for their partnership.

### **BACKGROUND**

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Experience Old Town Warrenton is a 501(c) 3 nonprofit organization. EOTW operates with a Memo of Understanding (MOU) with the Town of Warrenton. The organization is a close partner of the Town of Warrenton and also acts as a liaison between the Town and the Main Street vendors.

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## Experience Old Town Warrenton

January 2026

Dear Town of Warrenton,

On behalf of Experience Old Town Warrenton (EOTW), I am writing to request \$65,000 in funding to support our ongoing work in preserving the historic character of Old Town Warrenton while fostering a vibrant and economically thriving community.

### ***Mission and Vision***

EOTW's mission is to foster and inspire an environment that enhances economic vitality while preserving the historic character of the community, promoting a rich cultural atmosphere to live, play, and do business. Our vision is of a welcoming, authentic small-town experience, where residents, visitors, and businesses thrive in a safe and lively Old Town environment.

### ***Community Impact***

Over the past year, EOTW has made measurable progress toward this vision, **over 25% of the visitors to Old Town Warrenton are the direct result of EOTW's events and marketing:**



- **Signature Events:** Hosted Gumdrop Square, Warrenton Farmers Market, Warrenton Restaurant Week, Love Old Town Warrenton Brew Fest, and Old Town After Hours —strengthening local businesses, increasing foot traffic, and building community connections.
- **Beautification & Design:** Through our Hanging Flower Basket Initiative, in partnership with the Town of Warrenton, PATH Foundation, Northern Piedmont Community Foundation, and others, we enhanced the charm and appeal of Main Street.
- **Public Art:** As fiscal agent for the Warrenton Arts Commission, we advanced new public art projects, including the Horner Street mural developed through a poetry and image contest.
- **Community Partnerships:** Collaborated with organizations such as Hope Heals, Aging Together, Fauquier Health, and the Mental Health Association of Fauquier County to increase inclusivity, dementia-friendly practices, and community well-being.
- **Youth & Education Engagement:** Partnered with the S.T.A.N.D. program at Kettle Run High School, Head Start, and the Fauquier County Public Library to create intergenerational and educational opportunities within our events.



### ***Stewardship of Funds***

Previous funding support from the Town of Warrenton and other partners has been used responsibly and with impact. Funding enabled us to expand promotional campaigns for events, resulting in measurable increases in participation and economic activity. Funds also supported critical operational needs, ensuring continuity of programming that brings visitors and vitality into Old Town.

### ***Request for Support***

To sustain and expand this impact, we respectfully request \$65,000 in funding. This investment will strengthen our core operations and event delivery, expand marketing and promotional outreach, support beautification and public art, and deepen partnerships.

### ***Conclusion***

Experience Old Town Warrenton is proud to serve as a Main Street America–accredited organization, leveraging the proven Main Street Four Point Approach (Economic Vitality, Design, Promotion, and Organization). With your support, we will continue to grow Warrenton’s reputation as a thriving, historic, and welcoming destination for all.

Thank you for considering this request. I would be happy to provide additional information or meet with you to discuss our plans in more detail. Together, we can ensure Old Town Warrenton continues to flourish for generations to come.

Sincerely,

Joelle Leigh Fryman  
Executive Director  
Experience Old Town Warrenton

Attachment: EOTW Impact

# LOVE OLD TOWN WARRENTON

Item G.

The mission of Experience Old Town Warrenton, put simply, is to bring people to town through our events, marketing, and collaborations with businesses.

Our board consists entirely of volunteers, predominantly composed of Warrenton business owners and most of our operating budget is derived from donations from area businesses.



## Our impact in Old Town encompasses:



The Warrenton Farmer's Market hosts over 40,000 visitors each year and generates \$743,000 in revenue for the vendors during peak season. The market brings in visitors from over 8 other counties including Northern Virginia residents.



Gum Drop Square brings Santa to Warrenton each Christmas along with Santa's village & serves over 2,000 people each season.



Warrenton's Brewfest hosted over 600 people on Main Street for our inaugural event with more expected this year.



Old Town After Hours has become a Friday evening tradition for the community to come out and enjoy music, good food, and the outdoor ambiance of our historic town.

### In addition to events EOTW manages:

- ▶ Main Street America & Virginia Main Street Accreditations
- ▶ Warrenton Restaurant Week
- ▶ Monthly Merchant Meetings
- ▶ Community Calendar
- ▶ Social Media Advertising For Warrenton
- ▶ Annual OTW Holiday Window Decorating Contest
- ▶ Small Business Saturday Support

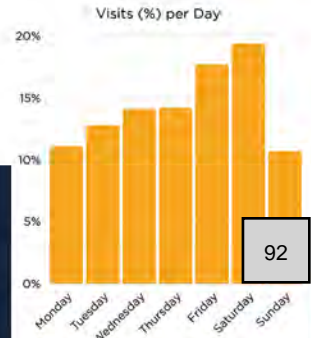
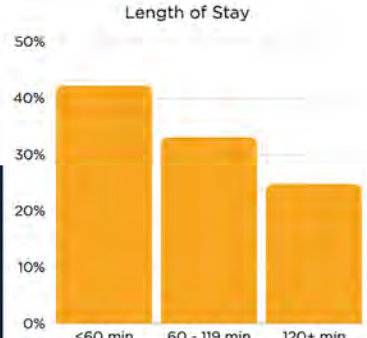
Old Town Warrenton had 235,600 visitors over the past 12 months, over 25% of those visitors were the direct result of Experience Old Town Warrenton events.

Visits to Old Town Warrenton continue to climb, increasing by 13.7% since 2021.

17.4% of all visits to the downtown district last 2.5 hours or more.

### LOYALTY:

More than 46% of visitors are considered "loyal," as they have visited at least two times in the past year.



Sources: EOTW, Main Street America, & Placer.ai



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
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William Semple, Ward 2  
Larry Kovalik, Ward 3  
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Paul Mooney, At Large  
David McGuire, At Large

Item H.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026.
<b>Agenda Title:</b>	Public Safety Committee Update
<b>Requested Action:</b>	Receive the information from the presenter
<b>Department / Agency Lead:</b>	Town Council
<b>Staff Lead:</b>	Ms. Michele O'Halloran, Ward 4 Representative.

## EXECUTIVE SUMMARY

Ms. Michele O'Halloran will present an update on the Committee.

## BACKGROUND

The Town Council has created a Public Safety Committee consisting of Mr. David McGuire and Ms. Michele O'Halloran.

## STAFF RECOMMENDATION

Receive the information.

## Service Level/Collaborative Impact

These meetings will require input and expertise from multiple Town departments and members of the Council.

## Policy Direction/Warrenton Plan 2040

**CF-2:** Public safety services and policies are viewed as amongst the best in similar Virginia towns for the responsiveness, community trust, and effectiveness.

**CF-2.1:** Maintain accepted level of service in terms of staffing and response times.

**CF-2.2:** Incorporate security measures designed to be unobtrusive but affording protection for citizens and users alike at community built and electronic facilities.

**CF-2.3:** Partner with County on their space and operational needs for the Sheriff's Office, Joint Communications, and Fire Rescue

and Emergency Management.

**CF-2.4:** Identify and provide new substation and public safety facilities as new development/redevelopment occurs.

**CF-2.5:** Continue cooperative agreements with the County for public safety needs.

**Fiscal Impact**

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A fiscal impact analysis will be conducted on proposals brought forth by the Committee.

**Legal Impact**

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Legal impact analysis has not been done on this agenda item.

**ATTACHMENTS**

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- 1.
- 2.
- 3.



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item H.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	Traffic Safety Update
<b>Requested Action:</b>	Receive the information
<b>Department / Agency Lead:</b>	Police Department
<b>Staff Lead:</b>	Timothy M. Carter, Chief of Police

## EXECUTIVE SUMMARY

The Town of Warrenton Traffic Task Force is a group of stakeholders who are dedicated to improving traffic safety in the town. The Traffic Task Force is made up of representatives from the town government, law enforcement, public works, community development, and other interested parties. Among the goals of the Traffic Task Force are:

- Reducing traffic fatalities and injuries
- Improving traffic flow and reducing congestion
- Promoting safe and sustainable transportation options
- Educating the public about traffic safety

The Traffic Task Force is responsible for investigating and addressing traffic complaints and concerns that do not require immediate attention and are not emergencies. Complaints and concerns can be made online, by email, via QR code found in the Traffic Task Force brochure, or by calling the Public Works or Police Departments.

The Traffic Task Force uses a variety of methods, techniques, and equipment to address traffic complaints and concerns, including enforcement, engineering collaboration, community engagement, and education.

## BACKGROUND

The Town of Warrenton Traffic Task Force was established in October 2023 to investigate and address non-emergency traffic complaints and concerns. The Task Force periodically receives speeding complaints on residential streets, which are addressed through a combination of traffic data collection, enforcement, safety education, and engineering measures such as signage and roadway modifications.

In 2024, following speeding complaints on Culpeper Street between Franklin Street and West Shirley Avenue, Town staff conducted speed studies to assess vehicle travel speeds. Analysis using the 85th Percentile Speed principle indicated speeds were within acceptable limits; however, the Town painted traffic lines at strategic locations to provide additional calming. Follow-up studies confirmed improved results, with lower 85th percentile speeds and average speeds within 5 mph of the posted limit. The police department conducted periodic enforcement, and speed deterrence vehicles and devices were deployed on the street as needed. These measures continue to this day.

The Town recently purchased six radar speed signs capable of collecting traffic data and displaying real-time vehicle speeds. The signs will be installed on targeted residential streets, including Alexandria Pike at Moorhead Drive, Culpeper Street between Franklin Street and West Shirley Avenue, and East Shirley Avenue near Falmouth Street, with additional locations identified as needs arise.

**STAFF RECOMMENDATION**

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Receive the information.

**Service Level/Collaborative Impact**

---

The work outlined in this report is being conducted by Town staff and/or members of the Traffic Task Force.

**Policy Direction/Warrenton Plan 2040**

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The work of the Traffic Task Force helps to further the Town’s goals of having safe streets for vehicle and pedestrian travel. Specifically, their work addresses several key focus areas:

- **Transportation & Circulation:**
  - Identify and analyze roadways with excessive vehicle speeds for engineering or enforcement.
  - Continue implementing traffic-calming measures on local streets, as appropriate, to improve.
  - Preserve neighborhood and heritage streets through traffic calming and safety measures.

**Fiscal Impact**

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Funding has been allocated in the CARP for the work outlined in this report. No additional fiscal impact at this time.

**Legal Impact**

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This report is an informational report with minimal direct legal impact.

**ATTACHMENTS**

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1. CARP – Project Sheet Radar Signs

**PROJECT TITLE: Radar Signs**

**DEPARTMENT: General Government (GG)**

**PROGRAM DESCRIPTION**

Installation of radar-activated speed monitoring signs with flashing red/blue lights and data analysis software. FY 2026 will expand on the success of the Traffic Task Force by replacing the current radar signs on primary arterial roads and installing new intelligent signs that provide data for enhanced traffic management efforts. \$40,000 will be allocated to these six (6) signs for installation on the following streets: Alexandria Pike at Moorhead, Culpeper St, and East Shirley Ave. FY 2027 will replace current radar signs with the most current ones, and the previous ones will be relocated to neighborhoods for enhanced safety measures.



ESTIMATED COSTS	Previous Allocation	FY26 2025-26	FY27 2026-27	FY28 2027-28	FY29 2028-29	FY30 2029-30	FY31 2030-31	Total
Architecture/Engineering								\$0
Construction/Purchase		\$40,000	\$40,000					\$80,000
Other								\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,000</b>
<b>FUNDING SOURCES</b>								
General Fund								\$0
Water and Sewer Fund								\$0
Stormwater Fund								\$0
ARPA								\$0
Debt		\$40,000	\$40,000					\$80,000
<b>TOTAL</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,000</b>



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item 1.

# **STAFF REPORT**

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026.
<b>Agenda Title:</b>	Finance Committee Update
<b>Requested Action:</b>	Receive the information from the presenter
<b>Department / Agency Lead:</b>	Town Council
<b>Staff Lead:</b>	Mr. William Semple, Vice Mayor

## **EXECUTIVE SUMMARY**

Mr. William Semple, Vice Mayor, Will provide an update to the Council.

## **BACKGROUND**

The Town Council has created a Finance Committee consisting of Mr. Paul Mooney and Vice Mayor William Semple.

## **STAFF RECOMMENDATION**

Receive the information from Mr. Semple.

## **Service Level/Collaborative Impact**

The Committees will require input and expertise from multiple Town departments and members of the Council.

## **Policy Direction/Warrenton Plan 2040**

**CF-5:** To provide a fiscally responsible infrastructure that maintains a high quality of life for residents, supports current businesses, and attracts new employers with a stable tax structure.

**CF-5.1:** Implement robust maintenance schedules on community facilities to extend the life of investments.

**CF-5.2:** Support the Town’s current and future population through the provision of timely and comprehensive community facilities.

## **Fiscal Impact**

A fiscal impact analysis will be conducted on proposals brought forth by the Committee

**Legal Impact**

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Legal impact analysis has not been done on this agenda item.

**ATTACHMENTS**

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- 1.
- 2.
- 3.



Community Development  
Department

# **STAFF REPORT**

<b>Town Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	Planning Commission Update
<b>Requested Action:</b>	Informational Purposes
<b>Staff Lead:</b>	Rob Walton, Director of Community Development

## **EXECUTIVE SUMMARY**

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The Planning Commission held a work session on February 24, 2026. The Planning Commission elected new officers for the 2026 calendar year. Ms. Darine Barbour was elected Chair, Mr. Ryan Stewart was elected Vice Chair, and Mr. James Lawrence was elected Secretary.

## **BACKGROUND**

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No additional background information.

## **STAFF RECOMMENDATION**

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For Informational Purposes.



Office of the Town Manager  
Christopher E. Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
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Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item K.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026.
<b>Agenda Title:</b>	Warrenton Commission on Open and Transparent Government Update
<b>Requested Action:</b>	Receive the information from the Commission
<b>Department / Agency Lead:</b>	Commission on Open and Transparent Government.
<b>Staff Lead:</b>	William Semple, Commission Chair, Vice Mayor.

## EXECUTIVE SUMMARY

The Warrenton Commission on open and transparent Government met on March 5<sup>th</sup>, 2026. The Town Council had directed the Commission to return with information on how they intend to proceed with their investigations. This item will be updated as a result of the Meeting of the Commission.

## BACKGROUND

The Commission was originally established on January 14, 2025, to enhance public awareness of development applications and review specific projects, including the Amazon Web Services data center (SUP 22-03), the Warrenton Village project, and the Arrington Voluntary Settlement Agreement. Operations were paused on November 12, 2025, following the resignation of the former Town Attorney, Mr. Chap Petersen.

At the February 10, 2026, Regular Town Council meeting, a motion initiated by Councilwoman O'Halloran and seconded by Mr. Francis was passed to officially reinstate the Commission.

## DETAILS OF THE MOTION

The reactivation of the Commission includes several specific charges:

- **Reactivation:** Formally reinstating the body so members can resume meetings and conduct business.
- **Legal Collaboration:** Authorizing the Commission to work alongside the new Town Attorney and staff to re-establish the "rules of engagement".
- **New Resolution:** Charging the Commission with developing a reformed authorizing resolution for Town Council adoption in March 2026.
- **Funding:** Determining the allocation of the remaining funds following the resignation of the previous independent special counsel.

## STAFF RECOMMENDATION

Receive the information from the Commission.

**Service Level/Collaborative Impact**

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The Transparency Commission requires input and collaboration across multiple departments of the Town of Warrenton.

**Policy Direction/Warrenton Plan 2040**

---

Transparency is at the core of all aspects of Warrenton Plan 2040.

**Fiscal Impact**

---

The Commission is currently addressing the management of the remainder of previously allocated funds.

**Legal Impact**

---

The Commission is operating under the guidance of the Town Attorney.

**ATTACHMENTS**

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- 1.
- 2.
- 3.

# Town of Warrenton Commission on Open and Transparent Government

Ensuring Accountability and Trust

## Introduction

The Town of Warrenton is committed to fostering an environment of openness and transparency in all aspects of its government operations. To this end, by resolution dated January 14, 2025 (see attached), the Town of Warrenton Commission on Open and Transparent Government was established. The Commission's primary goal is to ensure that the residents of Warrenton have full and timely access to information regarding the town's governance, policies, and decision-making processes. This initiative is rooted in the belief that transparency fosters accountability, trust, and active citizen participation.

## Objectives of the Commission

The Commission on Open and Transparent Government has several key objectives aimed at enhancing the transparency and accountability of the town's governance. These objectives include:

### 1. Ensuring Transparent Decision-Making

Transparency in decision-making is crucial for building public trust. The Commission will work to ensure that all decisions made by the town's government are transparent and based on comprehensive and objective information. This includes providing detailed explanations of the rationale behind decisions and making decision-making processes as open as possible.

## 2. Promoting Public Access to Information

One of the Commission's main objectives is to make information readily accessible to the public. This includes publishing meeting agendas, minutes, and official documents on the town's website, as well as providing access to public records in accordance with the Virginia Freedom of Information Act (VFOIA). Another objective is to make the information timely so that citizens believe that their voices matter and are not perceived as just an afterthought.

## 3. Encouraging Citizen Engagement

The Commission seeks to encourage active and meaningful citizen engagement by creating opportunities for residents to participate in town meetings, public hearings, and other civic activities. This includes providing clear and timely information about upcoming meetings and events, as well as offering multiple channels for citizens to submit their feedback and concerns.

Historically, public hearings have had little bearing on legislative decisions, especially those outside of the public participatory process. It has been observed that citizens are either too early in the legislative process (not enough information has been received to support a complete analysis) or too late (the decision has already been made). The Commission seeks to change this dynamic.

## 4. Enhancing Communication and Outreach

Effective communication and outreach are essential for promoting transparency. The Commission focuses on improving communication between the town's government and its residents through various means, including newsletters, social media, and public forums.

## Structure of the Commission

Pursuant to the Resolution, the composition of the Commission will consist of two members of the Town Council, one of whom shall be the Vice Mayor, and three town residents selected by the two members and confirmed by the full Council.

The proposed composition of the Commission is currently as follows:

1. William Semple, Vice-Mayor, Ward 2, Chairperson
2. Eric Gagnon, Member of Council, Ward 5
3. Ken Alm
4. David Norden
5. Mike Kokoszka

## Key Initiatives and Projects

The Commission on Open and Transparent Government will undertake various initiatives and projects to fulfill its mission. Some of the key projects include:

### 1. Examining Past and Current Processes and Procedures

The Commission plans to examine selected land use applications submitted over the past six years wherein major breakdowns in openness and transparency occurred that demonstrably eroded public trust. Consistent with the resolution approved by the Warrenton Town Council (attached), the Commission will investigate:

- 1) the inappropriate, untimely and premature intervention of government officials and employees into the land use application process before applications have been fully and independently reviewed, including but not limited to interfering with the responsibilities and objectives of advisory committees.

- 2) communications between government officials, staff and applicants whereby applicants are led to believe their projects are “green-lighted” well before the application has been fully and independently vetted by staff, advisory committees, the Town Council and the public.
- 3) the inappropriate influence of applicants on the legislative process, especially through ex-parte communications with staff, planning commission members, or Council members, including but not limited to communications from the applicant, the applicant’s representatives; and offers of inducements or the promise of employment.
- 4) the co-opting of staff to shield information from the legislative body through the use of non-disclosure agreements (NDA’s), inappropriate document redactions, or any other technique to shield information relevant to the public’s understanding of the project and government officials’ need to know.
- 5) The town code, ordinances and policies that serve to isolate procedures and processes from internal and external oversight, leading to : 1) a lack of accountability; 2) absence of oversight allowing for unchecked actions and decisions by government officials, 3) potential for corruption and favoritism, as isolated procedures can make it easier for undue influence to affect decision-making processes; and 4) inefficiencies and inconsistencies in the application of rules and regulations, resulting in a governance system that is neither fair nor effective.
- 6) Applicability of the Virginia Freedom of Information Act to the deliberations, working papers, and communications of town officials.
- 7) The applicability, or lack thereof, of the Town's Code of Ethics and its enforcement.

The Commission will conduct its review with the support of the Town Attorney to develop a record of relevant correspondence, applications, meetings, reports and any other materials relevant to the selected applications. The Commission will initially focus on the Town Council’s

approval of the Special Use Permit 22-03 issued on February 14, 2023, to Amazon Web Service.

The Commission's investigation into these matters is essential to ensure that the town's governance remains open and transparent, with robust checks and balances in place to prevent any form of impropriety. By addressing these issues, the Commission aims to restore and strengthen public trust in the town's governance, ensuring that all residents have confidence in the integrity and fairness of the decision-making processes that affect their lives.

## 2. Reviewing the Town Website and Data Portals

The Commission will review the Town's approach to providing residents access to a wide range of data sets related to the town's operations, finances, and services, including timely status updates on all land use applications.

## 3. Transparency Audits

The Commission will conduct regular transparency audits to assess how well the town is adhering to its transparency and open government principles. These audits help identify areas for improvement and ensure that the town remains accountable to its residents.

## 4. Community Feedback Program

The Commission will establish a Community Feedback Program to allow residents to provide input on various aspects of the town's governance, from policy decisions to public services. The Commission, in concert with the Town, will collect and analyze this feedback to help inform future initiatives and decision-making processes.

## 5. Preparation of a Report

The Commission shall prepare a report to Council within six (6) months of its reengagement, as moved by Council on March 9, 2026 that provides the Commission's findings and recommendations regarding *inter alia* improvements to procedure, process and/or the Town's Code of Ethics to ensure that all communications with applicants are timely, open and transparent;

## Conclusion

The Town of Warrenton Commission on Open and Transparent Government seeks to play a vital role in promoting accountability, trust, and citizen engagement. Through its various initiatives and projects, the Commission is committed to ensuring that the town's governance is open, transparent, and responsive to the needs of its residents. By embracing innovation and community collaboration, the Commission strives to create a more informed and engaged community, fostering a culture of transparency that benefits everyone.

March 10, 2026  
Town Council  
Regular Meeting  
Res. No.

**RESOLUTION TO RESUME THE ACTIVITIES OF THE WARRENTON COMMISSION  
ON OPEN AND TRANSPARENT GOVERNMENT**

**WHEREAS**, the Town Council of Warrenton established the Warrenton Commission on Open and Transparent Government (“the Commission”) on January 14, 2025, to review development application processes and facilitate the public’s timely awareness of such applications; and

**WHEREAS**, the Commission was tasked with investigating specific projects, including the Amazon Data Services data center (SUP 22-03), the Warrenton Village project, and the Arrington Voluntary Settlement Agreement; and

**WHEREAS**, at its November 12, 2025, meeting, the Town Council paused the Commission’s operations due to the resignation of the Town Attorney’s office; and

**WHEREAS**, with the appointment of a new Town Attorney, the Council finds that the administrative and legal conditions required for the Commission to discharge its duties effectively have been restored; and

**WHEREAS**, the Commission’s mission is guided by comprehensive documents, including a Mission Statement, Discovery Plan, and Town Records Review Plan (“Governing and Guidance Documents”) which detail the procedures for broad investigatory access to Town records; and

**WHEREAS**, at its March 5, 2026 meeting, the Commission reviewed, modified and approved its governing and guidance documents to ensure they were sufficient to fulfill the Commission’s objectives.

**NOW, THEREFORE, BE IT RESOLVED by the Town Council of Warrenton:**

1. The activities of the Commission are hereby resumed.
2. Council Members William T. Semple and Eric Gagnon are hereby authorized to review Town Records pursuant to the Commission’s Governing Guidance Documents.
3. The Commission shall produce a written report no later than September 30, 2026, subject to extensions as may be granted by the Council from time to time.

ATTACHMENT: None

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Town Attorney

ATTEST: \_\_\_\_\_  
Town Recorder

**Warrenton Commission on Open and Transparent Government  
Discovery and Records Review Plan**

**PREAMBLE:**

Pursuant to the authority granted to the Town Council under Va. Code §§ 15.2-1400 et seq. and 15.2-1409, it is the policy of the Town of Warrenton that the Commission on Open and Transparent Government (the “Commission”) including its members and Town Attorney, is hereby authorized to access, review, and receive copies of all Town records relevant to its investigation, whether or not such records are exempt from disclosure under the Virginia Freedom of Information Act (FOIA). This internal access authority is independent of FOIA and is granted as a matter of Town policy to enable the Commission to fulfill its legislatively-defined investigative purpose.

The purpose of this Discovery and Records Review Plan is to articulate the ability of the The Commission to obtain records for its legislatively defined purposes, which includes investigation into three designated land-use applications (“Projects”) as well as set out any applicable limitations and a process for deciding said issue. It follows both state law and the principles of the U.S. Constitution and Virginia Constitution, which each envision an open and transparent government.

The Commission has two potential sources of records:

1. Town of Warrenton (“Town”) records.
2. Records from Third Parties.

In terms of Town records, the Commission – as authorized by state law and chartered by the Town Council–enjoys immediate access to any records available to the public under the Virginia Freedom of Information Act (“VFOIA”). For those records which are exempt from VFOIA, such as personnel records, attorney-client privilege communications, or subject to

third-party agreement,<sup>1</sup> the Commission, as an entity established by the Town, may request access to records exempt from public disclosure under FOIA, subject to review and approval by the Town Attorney to ensure compliance with all applicable exemptions, privacy protections, and legal privileges. Access to such records shall be limited to only those Commission members and agents with a demonstrated need to know, and all disclosures shall be documented and justified in writing by the Town Attorney. That process will balance the privacy interest of the individual with the right of the Commission to obtain information relevant to its intended purposes.

In terms of Third-Party records, the Commission shall enjoy those rights which are stated under Rule 4:1 of the Rules of the Virginia Supreme Court regarding civil cases, namely the Commission may request records relevant to its purposes from third parties, and may seek the issuance of subpoenas or subpoenas duces tecum through the Town Attorney and with approval of the Circuit Court, in accordance with applicable law. The Commission does not possess independent civil discovery powers and must comply with all legal requirements for obtaining third-party records.

### **Introduction:**

Upon the resignation of Mr. Whitson W. Robinson as Special Council on January 9, 2026 and previously Mr. Chap Petersen as Town Attorney, the Town Council at its regularly scheduled meeting on February 11, 2026 directed the Commission to review the original Resolution 25-001-08 (“Resolution”) formally establishing the Commission, Resolution 24-03-03 appointing Mr. Robinson as Special Counsel, the Commission's Mission Statement, Discovery Plan and Records Review Plan as adopted by the Commission.

Pursuant to the Council’s direction, the Commission held a public meeting on March 5, 2026, at which it reviewed the revisions to these documents such that the Commission assigned to itself the task of investigating three prior land-use applications with the assistance of the Town

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<sup>1</sup> Third-part agreements are nondisclosure agreements and confidentiality agreements made between the Town and state and law enforcement agencies.

Attorney to develop a record of relevant correspondence, applications, meetings, news reports and any other materials relevant to the selected applications.

The principal distinctions between the original documents and their revisions are:

- 1) The Town Attorney will be responsible for assisting the Commission in discharging its primary delegated function to conduct discovery on and review of selected development applications, including the issuance of *subpoenae duces tecum*.<sup>2</sup>
- 2) Research will be conducted by designated members of the Commission according to the consolidated Discovery Plan and Records Review Plan.

This document presents a consolidated discovery and record review plan consistent with the revised resolution and mission statements defining the scope and process by which the Commission will (i) collect public files, documents, and other records and (ii) interview persons related to the applications.

### **I: Scope of Commission**

The Resolution cites Section 15.2-1409 of the Code of Virginia “authorizes the governing body of a locality to (i) seek the attendance of witnesses and production of records to provide evidence under oath and (ii) apply to its Circuit Court for a subpoena or subpoena duces tecum so as to order that production if it is not produced voluntarily.” Any application for a subpoena or subpoena duces tecum pursuant to Section 15.2-1409 of the Code of Virginia shall be made in accordance with all statutory requirements, including providing reasonable notice to affected parties and an opportunity to object or seek protective relief from the Circuit Court.

Accordingly, the Commission’s investigation, with the assistance of the Town Attorney, includes discovery, screening, and review of all written and electronic communications, files, documents, other items relevant to the Projects, and may include interviews with and requests

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<sup>2</sup> *Subpoenae Duces Tecum* is a type of subpoena that requires the witness to produce documents, books, records or other evidence pertaining to a court order or legal proceeding.

from persons involved in the Projects, its legislative review or administrative processing. To ensure that research into each Project is complete, the discovery timeline for each Project will extend to periods prior to the introduction date of the Project and after each project was formally approved by the Town Council.

Such items and persons may include:

1. **Town Records (Internal):** Internal hard-copy and electronic records maintained by the Town on its servers or stored onsite or offsite in Town-controlled facilities, **which are relevant to the Projects**. Such records include, but are not limited to:
  - (a) Electronic messages, phone text messages, fax messages and any other electronic records or communications concerning the Projects, the applications and the legislative record, including e-mail backups and archives on Town server(s).
  - (b) Hard-copy files and documents concerning the Projects, including the applications and the legislative record;
  - (c) Phone text messages, electronic mails, electronic files, and telephone call records on Town government phones pertinent to the Projects; and
  - (d) Town personnel folders and files on Town server(s) may only be accessed upon a written determination by the Town Attorney that such access is strictly necessary to fulfill the Commission's mandate and is consistent with all applicable privacy laws and regulations. The scope of access shall be limited to only those records directly relevant to the Projects under investigation.

2. **Town Records:** Hard-copy and electronic documents, correspondence, communications, e-mails, text messages, phone call records and logs, and other records of Town employees, agents or elected officials **which are relevant to the Projects and are located either by the Town on its servers or on third-party archive systems established by the Town**
3. **Third Party Records:** E-mail messages, phone text messages, electronic files, and telephone call records held by persons with an interest in the Projects, including developers, property owners, attorneys, witnesses, and other third parties with knowledge, which are relevant to the Projects and the underlying goals of the Commission and not subject to an applicable legal privilege.
4. **Interviews:** In-person, telephone and video interviews with persons deemed to be relevant to the Projects and the underlying goals of the Commission.
5. **Privileged Documents:** Records subject to attorney-client privilege or attorney work product protection shall not be disclosed to the Commission or its agents unless the Town Council, after consultation with the Town Attorney, expressly waives such privilege in writing. Any such waiver shall be narrowly construed and documented in the Commission's records.

## II: Process

The Commission, with the assistance of the Town Attorney, may use one or more of the following methods to obtain the pertinent records for the subject properties defined above:

1. Requests to individuals and organizations as described in Section 1 above (“Third Parties”). Where necessary, requests may take the form of subpoenas or *subpoenas duces tecum* filed by the Town Attorney and approved by the local circuit court.
2. **Town server and hard copy storage:** The Commission will be provided with access to the Town computer servers and hard copy storage systems at a

sufficient security access level necessary to independently and confidentially access, search for, collect, review, and examine all files and documents on Town servers for the purpose of determining the files and documents that fall within the scope described in (I) above, subject to the following:

- a) Access to the Town's servers shall be limited to members of the Commission, the Town attorney, and staff as designated by the Town Manager;
- b) In order to locate the highest possible number of relevant records defined by the Commission's scope in (I) above, access described in (a) above shall be a combination of both AI and natural language processing (NLP) searches of broad retrieved collections of Town records, and targeted Boolean keyword searches, to produce a final selection of retrieved records that are relevant to the scope of the Commission;
- c) Commissioners will employ best practices to ensure the security and confidentiality of all information accessed on Town servers throughout this discovery process;
- d) As stated above, the Commission is immediately entitled to any document which is relevant to its investigation and subject to disclosure pursuant to FOIA. For those documents which are subject to FOIA limitations, the Commission, as an agent of the Town, is presumptively entitled to review its own records as long as they are relevant to the underlying investigation. That entitlement shall be balanced with any privacy concerns or potential harm from unconsented disclosure. On balance, it is presumed that the Town has the right to review its own records, recognizing that the public disclosure of said records can still be limited by the express terms of FOIA, and as further determined by the Town Attorney.

3. In the event of any dispute concerning the relevance of any sought document vis-à-vis the scope of discovery or other legal concerns, the Town Attorney shall determine whether the information shall be provided, based if necessary upon his confidential review of each specific document or file;
4. If the Commission as determined by majority vote disputes the Town Attorney's finding in (4.) above, then the ultimate decision on whether or not a record will be included in the discovery process will be determined by a vote of the Town Council, subject to compliance with state and federal laws.

### **III: Disclosure**

This section covers the processing of information, final disposition, and disclosure of information obtained as a result of the investigation defined in this document:

1. The Town Attorney and/or members of the Commission will provide ongoing updates on the discovery process to the Commission's Chair, who in turn will report the discovery of any materially significant information immediately on to the entire Commission.
2. Subject to the limitations of FOIA as described herein, any materially significant information obtained during the discovery process that is not subject to legal privilege, statutory confidentiality, or privacy protections, and that has a public interest impact, may be released to the public upon review by both sitting Council members on the Commission and legal review by the Town Attorney. No information subject to privilege or statutory confidentiality shall be disclosed except as authorized by law;
3. Any information obtained during the discovery process that the Town Attorney deems may require referral to the Commonwealth Attorney shall be held in strict confidence, shared only with parties with a "need to know," for final disposition by the Town Attorney;
4. Otherwise, information obtained as a result of the discovery scope and process as defined in (I) and (II) above shall remain confidential during the discovery process until

it is presented to the Commission at either its next scheduled quarterly meeting, or during a special meeting held at an earlier date;

5. All other information gathered in the discovery process will first be reviewed by Councilman William Semple, Councilman Eric Gagnon, and the Town Attorney for a final determination of relevancy pursuant to the scope of (I) above and will be publicly released pursuant to the terms of this section. and a final VFOIA review as described in (VI) below. Files, records, and other documents and information not relevant to the scope of this Discovery Plan will not be disclosed to the public, and such information will be securely redacted or deleted;
6. Information reviewed, gathered and processed by Councilman Semple, Councilman Gagnon, and the Town Attorney, will be forwarded to the Commission for review, disclosed to the public, and included in the final report to be published by the Commission.

#### **IV. Records Review Plan**

The Records Review Plan details the procedures to be followed by Commissioners for access, review, classification, and public disclosure of town or third-party records as defined above (hereinafter “Review Plan” or “Plan”). These procedures include specifying the information required to issue subpoenas to third parties as described in (II)..

The intent of the Review Plan is to provide the Commission as a whole, members of the Commission (“Members”) and the Town Attorney with the widest possible access to all records responsive to their requests, with the understanding that such access, subject to the parameters as defined above and as follows, is a prerequisite to ensuring a thorough discovery process and maintaining public confidence in the integrity of the investigation.

This Plan is also intended to protect the Town’s employees, vendors, and the public by safeguarding proprietary or confidential information against unintended release that could compromise their rights to privacy, breach the Town’s data systems or violate state law.

Accordingly, the Review Plan provides specific guidelines regarding the monitoring and in-camera review of any record accessed by the Commission, Members, and the Town Attorney prior to their use by the Commission or release to the public.

### **V: Town E-Mail Access, Review, Monitoring, and Disclosure**

Commission Members shall have broad initial access to all e-mail records of current and former Town employees, elected officials, or other individuals stored on the Town's e-mail archive (i.e., the Intradyn third-party archive system), with the exception of those emails subject to specific exclusions as detailed further below.

#### **E-Mail Archive System (Intradyn) Access for Selection of Town Records**

The preferred means of access will be that Commission Members in concert with the designated Custodian of Records, the Town Clerk, shall directly access the Intradyn System, to select and retrieve e-mails for initial review subject to the exclusions detailed below. The initial scope of the selection and retrieval process shall consist of any and all e-mails of current and former Town employees, elected officials, or other individuals stored on the Intradyn system, within date ranges specified by Commission members, and subject to a further confidential, in-camera search process, described in (VI) below, to narrow the initial selection down to records which are relevant to the Commission's scope as defined in (I) above.

If technically possible on the Intradyn system, during this initial records retrieval process all searches will be screened against exclusion files of e-mail addresses for Town police, county sheriff, and other law enforcement organizations to screen all e-mails send from these e-mail addresses to individuals whose e-mails are being retrieved. If this is not technically possible using Intradyn, this screening will take place as the initial step in (VI) below, using automated AI features, prior to any other search being performed.

Alternatively, the Town Clerk may conduct searches and retrieval of e-mail records in response to requests of Commission Members.

The compiled archives (ZIP files) resulting from such searches will be transferred to the Town's One Drive system for initial review (see below). Neither the Town Clerk nor any other individual with access to the One Drive System may open or access any archives produced by these searches prior to their transfer to the One Drive System.

#### **VI: Initial Review of E-Mail Records (Determination of Relevancy)**

The Commission Members responsible for initial review shall be the Vice-Mayor and Committee Chair, William Semple, and the Commission's Secretary, Eric Gagnon ("Designated Members"), who together will conduct an initial search and in-camera review of the retrieved e-mail archives produced either by themselves or by other members of the Commission, selecting only those e-mails deemed relevant to the land-use applications within the scope of the Discovery Plan.

This search process shall include an in-camera review of individual e-mail messages, batch collections of e-mail messages, and automated text searches of archives. To ensure the highest possible accuracy in retrieval of relevant records, a combination of both AI, natural language processing (NLP), and targeted keyword searches will be used to select a final collection of records which are relevant to the scope of the Commission as defined in (I) above. E-mails that fall outside of the scope of the Discovery Plan shall be discarded.

Any e-mails that are not directly relevant to the scope of the Discovery Plan, or where relevance to a land use application is in doubt will be reviewed by the Town Attorney, who without objection will determine the relevancy or applicability of each e-mail to the scope of the Commission's inquiry.

At all times such review of e-mail records will be conducted in a secure environment following IT industry best practices to ensure confidentiality. The disclosure of all e-mails retrieved by the

Commission will be subject to the Virginia Freedom of Information Act (VFOIA) and/or other restrictions (e.g., non-disclosure agreements or contractual agreements, e.g., the Fusion Center or the Criminal Justice Information System). To that extent, certain e-mail addresses and domains will be selected for non-inclusion during the search process, to minimize the chances of retrieving any e-mail subject to agreement or by law.

Councilman Semple and Councilman Gagnon shall be authorized to conduct a final review of the final selection of relevant records to remove any records which are exempt from release subject to VFOIA, or any other restrictions described in the preceding paragraph, prior to public dissemination of this final selection of relevant records.

### **VII: Town Phone Records**

The Commission shall be provided with access to requested phone records, including call logs, text messages, voicemail, or any other telephone information possessed by the Town, available from third-party services, or outside telecommunications providers.

Commissioners conducting a review of these phone records shall provide the records which are relevant to the scope of the Commission's Discovery Plan to the Town Attorney, and designated Members.

The designated Members will make the final determination of the relevance of phone records to the scope of land use applications covered by the Discovery Plan, and whether such records shall be included in the Commission's final report or other work product developed by the Commission.

### **VIII: Personnel Records and Other Potentially Sensitive Town Records**

If the Commissioners require access to Town personnel records in either hard-copy or electronic format, such access will be monitored by the Town HR manager and a designated Commission

member, and information obtained from these files must be relevant to the scope of the Commission's Discovery Plan. Additionally, access to and dissemination of information from Town personnel files by the Commission will be subject to prior review and approval by the Town Attorney.

Access to and dissemination of information from other Town files deemed sensitive by either the Town Attorney or the Commissioners will be subject to prior review and approval by the Town Attorney on a case-by-case basis.

### **V: Additional Town Records**

If, in the course of their discovery process, the Commissioners require access to additional Town records, such access shall be granted, subject to prior approval by the Town Attorney.

### **VI. Retention and/or Disposition of Records After Review**

The Commission as a whole shall verify that any and all files downloaded from the Open Drive in their possession shall be retained and/or disposed of according to the Virginia Library Rules pertaining to investigations, upon completion of the investigation and the publication of the Commission's report.

**ATTACHMENT A**

I, \_\_\_\_\_, hereby acknowledge that I will receive confidential information provided to me in connection with the Town of Warrenton, VA on Open and Transparent Government (“Transparency Commission”) in its official investigation into the land use applications selected for review by the Commission I certify that I have read the Discovery Plan propagated by the Transparency Commission, and I agree to use the documents, files, records, or other information obtained through my role in aiding the Transparency Commission and the TownAttorney, only for the purposes of the Transparency Commission’s scope, and not for any other purpose. I further agree not to disclose any documents, files, records, or other information I obtain in connection with the Transparency Commission’s investigation to any other person. expressly agree to be bound by this Acknowledgement and by the Discovery Plan, and to be subject to the personal jurisdiction of Fauquier County Circuit Court where that any dispute may arise in relation this Acknowledgement or with the Discovery Plan. I further agree to comply with all applicable federal, state, and local laws, including but not limited to the Virginia Freedom of Information Act, privacy laws, and legal privilege protections, in connection with my work for the Transparency Commission.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

**A PROCLAMATION RECOGNIZING MARCH 2026, AS YOUTH ART MONTH  
IN THE TOWN OF WARRENTON, VIRGINIA**

**WHEREAS**, The study of art leads to a fuller, more meaningful life; and

**WHEREAS**, Art education provides substantial educational benefits to all elementary, middle and secondary students; and

**WHEREAS**, Art education develops students' creative potential and improves problem-solving and critical thinking skills by reinforcing and bringing to life what students learn in other subjects; and

**WHEREAS**, Art education teaches sensitivity to beauty, order and other expressive qualities, and also gives students a deeper understanding of multi-cultural values and beliefs; and

**WHEREAS**, Art education advances student mastery in art production, art history, art criticism and aesthetics; and

**WHEREAS**, The National Art Education Association, in conjunction with the Virginia Art Education Association strives to improve the well-being of our communities by upgrading visual awareness of the cultural strengths of Warrenton, Virginia; and

**WHEREAS**, The residents of our town have joined the Art Education Associations in supporting the youth of our community in their intellectual development through artistic endeavors, and offering support to our committed art teachers; and

**WHEREAS**, All residents are urged to give their full support to quality school arts programs for our youth; and

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mayor of the Town of Warrenton hereby recognizes that March 2026, shall be known in the Town of Warrenton, Virginia, as Youth Art Month.

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H. E. Carter Nevill  
Mayor Town of Warrenton

**A PROCLAMATION RECOGNIZING CHRIST IN ACTION FOR EXTRAORDINARY SERVICE DURING WINTER STORM FERN**

**WHEREAS**, the Town of Warrenton was impacted by the historic and severe events of Winter Storm Fern from January 24 through February 4, 2026, an event characterized by heavy snowfall, record-breaking sleet accumulations of over six inches, and a brutal 150-hour "deep freeze"; and

**WHEREAS**, the severity of the storm and the resulting "snow-crete"—ice bonded solidly to the pavement—necessitated the declaration of a Local State of Emergency on January 22, 2026, by Interim Town Manager Christopher E. Martino; and

**WHEREAS**, during this period of unprecedented environmental challenge, the safety and well-being of our residents depended not only on the diligent work of Town Public Works, Police, and Emergency Management staff, but also on the compassionate and rapid mobilization of community partners; and

**WHEREAS**, Christ In Action stepped forward as a Volunteer Organization Active in Disasters to the Town of Warrenton, providing essential assistance to our citizens and critical support to our Office of Emergency Management when the community was most vulnerable; and

**WHEREAS**, Christ In Action provided critical manpower that supplemented Town resources, deploying teams of volunteers to reach our most vulnerable residents—including the elderly, the infirm, and the underprivileged—who were physically unable to clear the hazardous "snow-crete" from their homes; and

**WHEREAS**, these dedicated volunteers labored in subfreezing temperatures to ensure that those isolated by the storm regained safe access to essential services, medical care, and community support; and

**WHEREAS**, the volunteers and leadership of Christ In Action demonstrated the true spirit of service, working alongside first responders and local officials to ensure that the needs of the community were met during the subfreezing temperatures and hazardous conditions; and

**WHEREAS**, the collaborative impact of Christ In Action's efforts directly contributed to Warrenton's resilience, embodying the core goals of our community to maintain safety, wellness, and mutual support during times of crisis.

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Carter Nevill, Mayor of the Town of Warrenton, on behalf of the Town Council and our citizens, do hereby recognize and commend: CHRIST IN ACTION for providing the essential hands and feet of service when our own resources were stretched thin, and for ensuring that the most vulnerable among us were not forgotten during the "deep freeze." Their commitment to "Bringing Hope to America's Families" helped our community weather the ice and cold, ensuring no resident was left to face the storm alone.

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H. E. Carter Nevill  
Mayor Town of Warrenton



Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item a.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026
<b>Agenda Title:</b>	Ordinance Update: Review of Town Code § 14-5 (Disposition of Snow, Ice, etc.)
<b>Requested Action:</b>	Hold a Public Hearing
<b>Department / Agency Lead:</b>	Office of Emergency Management / Public Works
<b>Staff Lead:</b>	Johnny Switzer, Emergency Management Coordinator John D. Ward, Director of Public Works

## EXECUTIVE SUMMARY

The response to **Winter Storm Fern** highlighted significant deficiencies in the Town’s existing sidewalk clearing ordinance, which has remained largely unchanged since 1981. The current 6-hour removal window proved unattainable for many residents during the recent extreme weather, and the criminal penalty structure (Class 4 Misdemeanor) is increasingly viewed as an outdated enforcement mechanism. Staff proposes a modernization of **Town Code § 14-5** to transition toward a tiered compliance window, civil penalties, and equitable exceptions for vulnerable populations.

## BACKGROUND

The current language of **Sec. 14-5** mandates that snow be removed within **6 hours** of cessation. During Winter Storm Fern, the combination of 12 inches of frozen precipitation and sub-zero temperatures made 6-hour compliance physically impossible for a majority of the community.

### **Key Issues Identified:**

- **Unrealistic Timelines:** 6 hours does not account for storm severity or the "snow-crete" conditions seen in 2026.
- **Lack of Flexibility:** The code does not allow the Town Manager flexibility to extend deadlines during exceptional situations.
- **Inequitable Enforcement:** The code does not provide waivers for the elderly or residents with disabilities.
- **Criminalization:** A Class 4 Misdemeanor requires police resources for enforcement; a civil penalty model is more appropriate for municipal code compliance.

**STAFF RECOMMENDATION**

Staff recommends a "Hybrid Modernization" approach, drawing from the best practices of regional localities. Staff presented this to the Public Safety Committee and also had the new Ordinance reviewed by the Town Attorney. Staff recommends holding a public hearing on the Town Code Ordinance update.

**Proposed Ordinance Structure**

Feature	Existing Code (1981)	Proposed Update (2026)
<b>Compliance Window</b>	6 Hours	<b>Tiered:</b> 24 hrs ( $\leq 6''$ ) / 48 hrs ( $> 6''$ )
<b>Managerial Authority</b>	None	The Town Manager, Public Works Director, or Emergency Management Coordinator may modify during <b>Snow Emergencies</b>
<b>Penalty Type</b>	Class 4 Misdemeanor	<b>Town Collection of Removal Costs</b>
<b>Exemptions</b>	None	Age (65+) and Physical/Mental Disability
<b>Abatement</b>	No provision for Town action	The town may clear and <b>bill the owner</b>

**Service Level/Collaborative Impact**

The proposed update to **Town Code § 14-5** is not merely a legal shift; it fundamentally redefines the operational relationship between the Town, its residents, and regional partners.

**1. Enhancement of Pedestrian Service Levels**

Under the 1981 code, the "all-or-nothing" 6-hour window often resulted in widespread non-compliance during major events. By establishing a **Tiered Compliance Strategy**, the Town can set realistic service-level expectations for the community.

- **Predictability:** Residents and business owners gain a clear timeframe (24/48 hours) to manage their properties, reducing panic-clearing during active snowfall.
- **Accessibility:** By shifting to a civil enforcement model with a "Self-Help" provision, the Town can prioritize the clearing of high-traffic "Safe Routes to School" and arterial business corridors when owners fail to act, ensuring a consistent level of service for transit-dependent residents.

## 2. Interdepartmental & Regional Collaboration

The modernization of this ordinance allows for a more integrated response during future emergencies:

- **Public Works:** They will coordinate on "abatement missions." If a sidewalk remains blocked after the 48-hour window, they can trigger a Public Works work order to clear the hazard, with the cost captured via the Finance Department.
- **Police Department Realignment:** Transitioning from a Class 4 Misdemeanor to a civil penalty removes the burden of "snow enforcement" from sworn officers. This allows the **Warrenton Police Department** to remain focused on high-priority life-safety calls and traffic management during storm events.
- **Social Services & VOAD Engagement:** The inclusion of an "Age and Disability Exception" creates a formal "hand-off" point. Instead of penalizing vulnerable residents, the Town can collaborate with volunteer organizations to match those in need with clearing assistance.

## 3. Impact on Business District Vitality

During **Winter Storm Fern**, the "snow-crete" conditions made the 6-hour window impossible for merchants, many of whom were already struggling with staffing.

- **Economic Resilience:** The updated ordinance allows the **Town Manager** to provide a "Grace Period" during State of Emergencies. This supports the local economy by preventing the accumulation of fines while business owners are focused on safely reopening their shops and protecting their staff.

## Policy Direction/Warrenton Plan 2040

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The proposed revision of Town Code § 14-5 is a strategic alignment with the community's long-term vision. It moves the Town away from a reactive, punitive posture and toward a proactive, resilience-based framework.

### Legal & Fiscal Impact

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**Legal:** Transitioning from criminal to civil penalties simplifies the enforcement process for the Town Attorney's office and the Police Department. The "cost collection" provision is authorized under *Virginia Code § 15.2-1115*.

**Fiscal Impact:** The shift to civil penalties may generate modest revenue to offset the cost of Town-led abatement. However, additional consideration must be given to the Public Works budget if the Town assumes responsibility for clearing primary sidewalks when owners fail to do so.

**ATTACHMENTS**

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1. Draft Ordinance Update

## Sec. 14-5. ~~Disposition of snow, ice, etc.~~ Removal of snow and ice.

- ~~(a) It shall be the duty of the occupant of any house and lot which abuts upon a paved sidewalk or a footway of stone, brick or wood to have all snow removed from such sidewalk or footway within six (6) hours after the same shall have ceased falling, unless such snow shall have fallen during the night or on a Sunday, in which case it shall be removed by 12:00 noon of the day following. The same requirements shall exist with respect to ice or sleet on sidewalks or footways; except, that ice or sleet, when it cannot be removed without injury to the sidewalk or footway, shall be covered, within the period of time as above specified, with sand, ashes or some other substance which will render it safe for travel on foot. Whenever any house or lot is unoccupied, it shall be the duty of the owner, or of the agent of the owner, to have the snow or ice removed from his sidewalk or footway in the same manner as set forth above for occupants of properties. Each violation of this subsection shall be a class 4 misdemeanor, and every six (6) hours that such snow or ice is allowed to remain in violation of this subsection shall constitute a separate offense.~~
- ~~(b) It shall be unlawful for any person removing ice or snow from his premises to place or deposit such ice or snow upon any street or sidewalk.~~
- (a) **Removal Required.** Every occupant, owner or other person in charge of any occupied property in the Town which has a sidewalk or a footway of stone, brick, gravel, cinder, wood or other substance, when such sidewalk or footway is publicly owned or maintained, and is adjoining and touching the property in front, rear or either side thereof, shall have all snow and ice, and any combination thereof, removed from such sidewalk or footway within twenty-four (24) hours after such snow or ice ceases falling, or within forty-eight (48) hours after it has ceased falling for accumulations of more than six inches. When there is no occupant of such property, it shall be the duty of the owner thereof to have snow, ice, and sleet removed or covered as provided in this section.
- (b) **When Removal Not Required.** The requirements of subsection (a) hereof shall not apply when such snow or ice, or a combination thereof, cannot be removed without injury to the sidewalk or footway. In such an event, however, such sidewalk or footway shall be covered within the applicable period of time as specified in subsection (a) hereof with sand, salt, or some other substance that will render it safe for travel.
- (c) **Exceptions.** This section shall not apply to the following:
- (1) **Age and/or Disability.** When the occupant, owner or other person in charge of a property is prevented from fulfilling the requirements of subsections (a) and (b) hereof because of physical or mental disability or is sixty-five (65) years of age or older, and said occupant, owner or other person in charge has made reasonable efforts to undertake alternative means for fulfilling said requirements.
  - (2) **Government Closure.** In the event that snow or ice, or a combination thereof, causes the closure of the Town of Warrenton Government, the occupant, owner, or other person in charge of a property shall have an additional twenty-four (24) hours to fulfill the requirements of subsections (a) and (b) hereof.
- (d) **Enforcement.** The Department of Public Works, and/or other such Department as may be designated by the Town Manager, shall be responsible for the enforcement of this section. If after such reasonable notice as the town may prescribe the owner, occupant, or other person in charge of a property affected by the provisions of this section shall fail to abate or obviate the condition, the Department of Public Works or their authorized agent may do so and charge and collect the cost thereof from the owner or occupant of the property affected in any manner provided by law for the collection of Commonwealth or local taxes. § 15.2-1115

- (e) Modifications and/or Extensions. The Town Manager, Director of Public Works, or Emergency Management Coordinator may further modify or extend the time periods for compliance as part of a declaration of local emergency, based on the total amount of accumulation of snow and ice, the projected temperatures in the town, and any other relevant weather conditions.
- (f) Disposition of Snow, Ice, Etc. It shall be unlawful for any occupant, owner, or other person in charge of a property to remove or cause to be removed ice, snow, or slush from their premises and for it to be placed or deposited onto or across a public street, roadway, or sidewalk in a manner that obstructs a motor vehicle or pedestrian.
  - (1) Penalty. Whoever violates or fails to comply with any of the provisions of this section shall be subject to a \$100.00 civil penalty if such violation is not immediately corrected upon notice of any law enforcement officer or properly identified employee of the Town of Warrenton. § 15.2-2025.

(Code 1981, § 14-12)

Code of Virginia  
 Title 15.2. Counties, Cities and Towns  
 Subtitle II. Powers of Local Government  
 Chapter 11. Powers of Cities and Towns  
 Article 1. Uniform Charter Powers

## § 15.2-1115. Abatement or removal of nuisances

A. A municipal corporation may compel the abatement or removal of all nuisances, including but not limited to the removal of weeds from private and public property and snow from sidewalks; the covering or removal of offensive, unwholesome, unsanitary or unhealthy substances allowed to accumulate in or on any place or premises; the filling in to the street level, fencing or protection by other means, of the portion of any lot adjacent to a street where the difference in level between the lot and the street constitutes a danger to life and limb; the raising or draining of grounds subject to be covered by stagnant water; and the razing or repair of all unsafe, dangerous or unsanitary public or private buildings, walls or structures which constitute a menace to the health and safety of the occupants thereof or the public. If after such reasonable notice as the municipal corporation may prescribe the owner or owners, occupant or occupants of the property or premises affected by the provisions of this section shall fail to abate or obviate the condition or nuisance, the municipal corporation may do so and charge and collect the cost thereof from the owner or owners, occupant or occupants of the property affected in any manner provided by law for the collection of state or local taxes.

B. Every charge authorized by this section in excess of \$200 which has been assessed against the owner of any such property and which remains unpaid shall constitute a lien against such property. Such liens shall have the same priority as liens for other unpaid local real estate taxes and shall be enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1. A locality may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

Code 1950, § 15-77.31; 1958, c. 328; 1962, c. 623, § 15.1-867; 1997, c. 587; 2004, cc. 533, 968; 2017, cc. 118, 610.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 20. Streets and Alleys  
Article 5. Miscellaneous

## § 15.2-2025. Removal of snow and ice; civil penalty

Notwithstanding the provisions of subsection A of § 15.2-2000, any county in Northern Virginia Planning District 8, or any county outside Planning District 8 that has adopted the county executive form of government, may provide by ordinance reasonable criteria and requirements for the removal of accumulations of snow and ice from public sidewalks, by the owner or other person in charge of any occupied property.

Such ordinance shall include reasonable time frames for compliance and reasonable exceptions for individuals with disabilities, elderly individuals, and those otherwise physically incapable of meeting the criteria and requirements for such removal.

Civil penalties not to exceed \$100 may be imposed for violation of such ordinance.

1988, c. 356, § 15.1-29.16; 1997, c. 587; 2018, cc. 323, 661; 2023, cc. 148, 149.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



# **Snow & Ice Removal Ordinance Update**

**Town Council Regular Meeting**

**February 10, 2026**

# Executive Summary

Winter Storm Fern revealed significant deficiencies in the Town's existing sidewalk clearing ordinance, which has remained largely unchanged since 1981.

**The Problem:** The current 6-hour removal window was unattainable during moderate - extreme conditions, and the criminal penalty structure (Class 4 Misdemeanor) is an outdated enforcement mechanism.

**The Goal:** Transition toward a tiered compliance window, civil penalties, and equitable exceptions for vulnerable populations.

# Why Change is Needed

- **Unrealistic Timelines:** The 1981 code mandates removal within 6 hours, which does not account for storm severity or the 12 inches of frozen precipitation seen in 2026.
- **Lack of Flexibility:** Currently, there is no provision for the Town Manager to extend deadlines during exceptional weather events.
- **Inequitable Enforcement:** The code lacks waivers for the elderly or residents with disabilities.
- **Misalignment of Resources:** Using police resources for "snow enforcement" (criminal misdemeanors) diverts them from life-safety calls.

# Proposed Modernization

Feature	Existing Code (1981)	Proposed Update (2026)
<b>Compliance Window</b>	6 Hours	<b>Tiered:</b> 24 hrs ( $\leq 6''$ ) / 48 hrs ( $> 6''$ ) / + 24 additional hours with government closure
<b>Managerial Authority</b>	None	<b>Extended:</b> Town Manager may modify during emergencies
<b>Penalty Type</b>	Class 4 Misdemeanor	<b>Civil Penalty</b>
<b>Exemptions</b>	None	<b>Protections:</b> Age (65+) and Physical/Mental Disability
<b>Abatement</b>	No Provision	Town may clear and bill the owner

# Service Level & Collaborative Impact

- **Enhancing Pedestrian Safety:** Realistic 24/48-hour windows provide predictability for residents and business owners while reducing "rushed-clearing" during active storms.
- **Integrated Public Works Response:** If a sidewalk remains blocked after 24/48 hours, Public Works can trigger an "abatement mission" to clear hazards in high-traffic corridors.
- **Community Support:** The "Age and Disability Exception" allows the Town to recognize those in need rather than penalizing them.

# Policy Alignment

- **Safety & Wellness:** Clear sidewalks are essential for transit-dependent residents and those using mobility aids.
- **Economic Resilience:** During emergencies, the Town Manager, Public Works Director, or EM Coordinator can provide a "Grace Period" to prevent merchants from accumulating fines while they focus on reopening safely.
- **Modern Governance:** Updating a 45-year-old code section reflects the Town's goal of modernizing municipal operations to reflect 2026 community needs.

# Legal & Fiscal Framework

- **Legal Authority:** The transition to civil penalties and cost collection is authorized under Virginia Code § 15.2-1115 and § 15.2-2025.
- **Fiscal Impact:** Civil penalties and cost recovery are expected to offset abatement costs.
- **Budget Consideration:** Future budgets must account for potential Public Works labor if the Town assumes clearing responsibility for non-compliant primary sidewalks.

# Next Steps

Staff recommend that the Town Council:

1. Direct staff to review the proposed draft ordinance update with the Town Attorney to ensure full compliance with the Code of Virginia § 15.2-1115 and § 15.2-2025.
2. Add the Snow and Ice Ordinance Update to the March Public Safety Committee Meeting and the Town Council Work Session agenda for final policy review and discussion.
3. Schedule a Public Hearing for the March Town Council Meeting to receive community input on the proposed update to the Town Code of Ordinances regarding snow and ice removal.



Questions?

## ORDINANCE 2026-02

March 10<sup>th</sup>, 2026  
 Town Council  
 Public Hearing  
 Ordinance 2025-02

**AN ORDINANCE AMENDING AND REENACTING TOWN CODE § 14-5 (DISPOSITION OF SNOW, ICE, ETC.) TO MODERNIZE COMPLIANCE WINDOWS, ESTABLISH CIVIL PENALTIES, AND PROVIDE EQUITABLE EXCEPTIONS FOR VULNERABLE POPULATIONS.**

**WHEREAS**, the response to Winter Storm Fern in early 2026 highlighted significant deficiencies in the Town's existing sidewalk clearing ordinance, which had remained largely unchanged since 1981; and

**WHEREAS**, the previous 6-hour removal window proved physically impossible for a majority of the community during extreme weather events involving frozen precipitation and sub-zero temperatures; and

**WHEREAS**, the Town Council finds that transitioning from a Class 4 Misdemeanor to a civil penalty model is a more appropriate enforcement mechanism for municipal code compliance; and

**WHEREAS**, the Town desires to establish a more equitable framework that includes flexibility for the Town Manager during emergencies and waivers for elderly residents and those with disabilities; and

**WHEREAS**, a public hearing was held on March 10, 2026, to receive community input on these modernized standards; and

**NOW THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Warrenton, Virginia, that Town Code § 14-5 is hereby amended and reenacted as follows:

**Sec. 14-5. Removal of snow and ice.**

(a) Removal Required. Every occupant, owner, or other person in charge of any occupied property in the Town which has a sidewalk or footway of stone, brick, gravel, cinder, wood, or other substance, when such sidewalk is publicly owned or maintained, shall have all snow and ice removed within twenty-four (24) hours after such snow or ice ceases falling. For accumulations of more than six (6) inches, the removal window shall be extended to forty-eight (48) hours after precipitation ceases. When a property is unoccupied, this duty falls upon the owner or the agent of the owner.

(b) When Removal Not Required. These requirements shall not apply when snow or ice cannot be removed without injury to the sidewalk or footway. In such events, the sidewalk must be covered within the applicable 24 or 48-hour period with sand, salt, or another substance to render it safe for travel.

(c) Exceptions. This section shall not apply to the following:

1. Age and/or Disability: When the person in charge of a property is sixty-five (65) years of age or older, or suffers from a physical or mental disability, and has made reasonable efforts to find alternative clearing assistance.
2. Government Closure: If weather conditions cause the closure of the Town of Warrenton Government, the compliance window shall be extended by an additional twenty-four (24) hours.

(d) Enforcement and Abatement. The Department of Public Works shall be responsible for enforcement. If a person fails to abate the condition after reasonable notice, the Department of Public Works may clear the sidewalk and collect the costs from the owner or occupant in the same manner as local taxes.

(e) Modifications. The Town Manager, Director of Public Works, or Emergency Management Coordinator may further modify or extend compliance periods during a declaration of local emergency based on weather severity.

(f) Prohibited Deposits. It shall be unlawful to deposit snow, ice, or slush from private premises onto a public street, roadway, or sidewalk in a manner that obstructs vehicles or pedestrians.

(g) Penalty. Any person who violates or fails to comply with this section shall be subject to a \$100.00 civil penalty if the violation is not immediately corrected upon notice.

AND BE IT FURTHER ORDAINED, by the Town Council of the Town of Warrenton, that this ordinance shall take effect immediately upon adoption.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Meeting:**

**For Information:**

Town Attorney

**ATTEST:** \_\_\_\_\_

**Town Recorder**



Office of the Town Manager  
Christopher Martino

# STAFF REPORT

## Warrenton Town Council

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item a.

**Council Meeting Date:** March 10, 2026  
**Agenda Title:** Board of Zoning Appeals Annual Report  
**Requested Action:** Receive the information  
**Department / Agency Lead:** Community Development  
**Staff Lead:** Amber Heflin

### EXECUTIVE SUMMARY

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The 2025 Board of Zoning Appeals Annual Report was approved at the February 3, 2026, Board of Zoning Appeals meeting and is presented to the Town Council.

### BACKGROUND

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The current Town Zoning Ordinance, under Article 11-2.3.6, requires that the Board submit a report of its activities to the Town Council at least once each calendar year.

### STAFF RECOMMENDATION

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Receive the information.

### FISCAL IMPACT

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None

### LEGAL IMPACT

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None

### ATTACHMENTS

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1. 2025 Board of Zoning Appeals Annual Report



# TOWN OF WARRENTON

Community Development Department

PO BOX 341  
WARRENTON, VIRGINIA 20188  
<http://www.warrentonva.gov>  
[LandDevelopment@warrentonva.gov](mailto:LandDevelopment@warrentonva.gov)  
(540) 347-2405

**February 3, 2026**

**TO:** Members, Board of Zoning Appeals  
**FROM:** Heather E. Jenkins, PLA, CZA; Zoning Administrator  
**SUBJECT:** Annual Report, 2025

Dear Board Members:

The Town Zoning Ordinance requires that the Board submit a report of its activities to the Town Council at least once per year. This letter is the summary of the Board’s activities for calendar year 2025, serving as the annual report that will be transmitted to Town Council at their next regular meeting.

### 2025 Cases

During the period from January 1, 2025, to December 31, 2025, the Board held five meetings, where two Variance cases were heard. One of the Variance requests heard by the Board was to increase the maximum height of a fence from a maximum height of 4 feet, up to 6 feet in height within a secondary front yard setback. The other case was for a Variance of setback requirements to allow reconstruction of a pre-existing three-family structure on Haiti Street. The Variances and their case numbers are listed below:

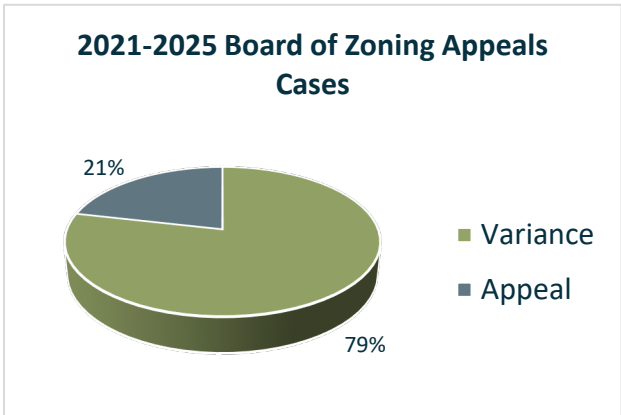
Case Number	Location	Z.O. Section	Decision
BZA-25-1	579 Pineview Court	2-19.1	Approved
BZA-25-2	130-134 Haiti Street	3-4.3.4	Approved
BZA-25-3	719 Blackwell Road	11-3.12	Scheduled for hearing February 3, 2026

As noted above, the Board also received an appeal application, BZA-25-3, an appeal of a determination made by the Zoning Administrator as it relates to the Amazon Data Center property and the property owner’s alleged vested right to develop the property as a data center. This appeal hearing is scheduled to be heard at the Board’s February 3, 2026, meeting.

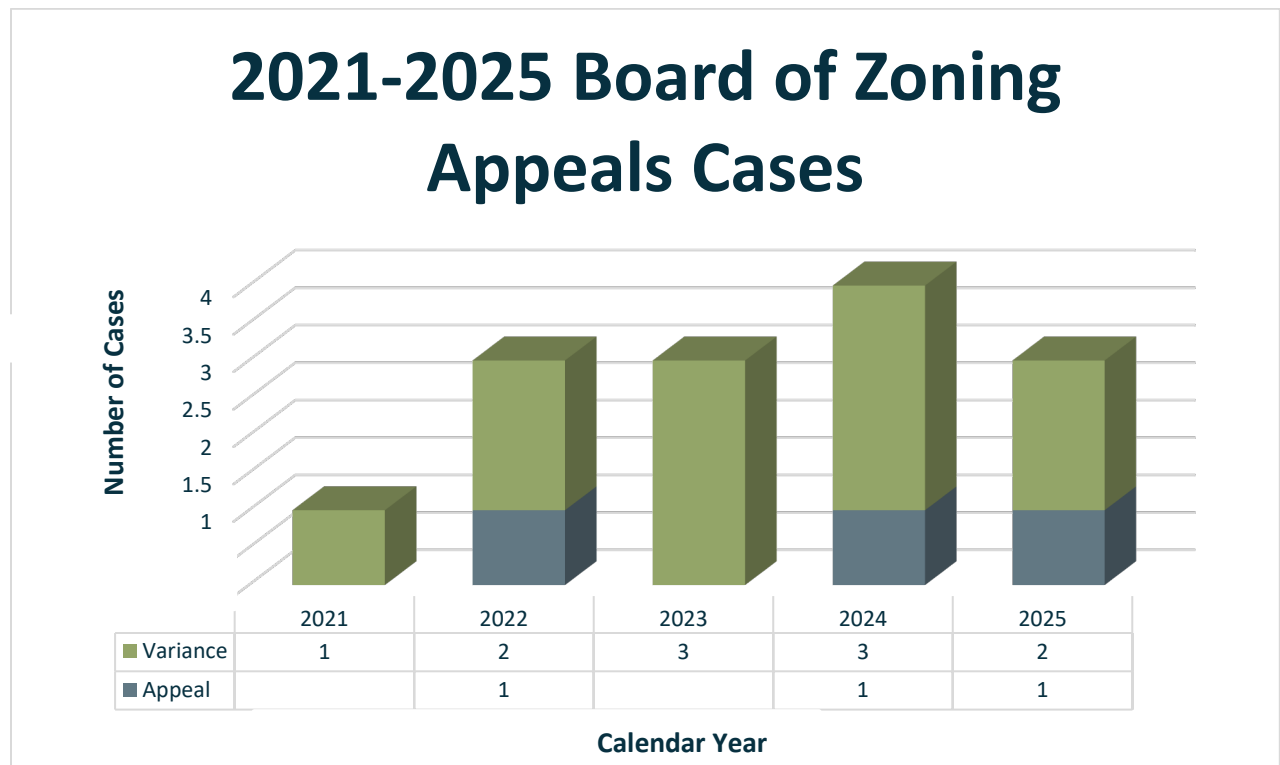
### Five-Year Trends

Over a five-year period, the Board has heard fourteen cases, consisting of eleven Variances, and three\* Appeals of a Zoning Administrator’s decision.

\*One of the appeals noted here has not been heard by the Board but has instead been deferred until the Court renders a decision in the legal proceedings relevant to the appeal request.



The Variance cases heard by the Board include five reductions in required setbacks for residential structures and six variances to increase the height of a fence. The three appeal cases received by the Board in the past five years consist of appeals of a Zoning Administrator’s determination of the official zoning district for an existing parcel, for the approval of a site development plan for the Amazon Data Center project, and for the alleged vested rights of development for the Amazon Data Center project.



## 2025 Outlook

### Membership

The Board began the 2025 calendar year with four members, due to the former chair's resignation to serve on the Town Council. The Board later had another resignation, leaving two vacancies. These positions were quickly advertised and filled by the Circuit Court. The Board has maintained five members since May of 2025.

Member Name	Term End
Melea Maybach, Chair	December 31, 2026
A Van Baggett, Vice Chair	March 14, 2029
Susan Helander	June 19, 2029
Kenneth "Charlie" Mulliss	March 14, 2028
Elizabeth Scullin	January 1, 2031



### Zoning Ordinance

The Town is continuing to work with the consulting firm, Clarion, to update the Zoning Ordinance. Staff has held several meetings to discuss the Ordinance updates with the consultant and expects to release a first draft to the update committee in the coming months. This process is expected to take approximately two years to complete, including multiple public outreach opportunities and review and revision of the draft ordinance. Should any Board members wish to discuss specific Ordinance provisions or concerns with the Clarion project manager, I am happy to forward those comments or coordinate a discussion opportunity.

**Conclusion**

Thank you for the opportunity to provide you with a brief summary of Board activities. This report will be transmitted to the Town Council at the next available meeting for that body. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Heather E. Jenkins, PLA, CZA  
Zoning Administrator  
Secretary to the Board of Zoning Appeals  
Community Development Department



**TOWN COUNCIL** Item b.  
 Carter Nevill, Mayor  
 Paul Mooney  
 David McGuire  
 Roy Francis  
 William Semple II, Vice Mayor  
 Larry Kovalik  
 Michele O'Halloran  
 Eric Gagnon

<b>Council Meeting Date:</b>	March 10 <sup>th</sup> , 2026
<b>Agenda Title:</b>	Dominion Easement (266 Falmouth Street)
<b>Requested Action:</b>	Request Permission to Sign
<b>Department / Agency</b>	Public Works
<b>Lead:</b>	
<b>Staff Lead:</b>	Michael Wharton, Senior Project Manager

**EXECUTIVE SUMMARY**

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The Bottini property on 266 Falmouth Street is requesting the Town give a 15 foot Dominion Easement along the Northwest corner of the Public Work Facility. This is the only location that Dominion can pull the power service. The Public Work Director and Town Attorney have reviewed the attached easement and see no issue with granting the easement to the Bottini property.

**BACKGROUND**

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The property requested the attached easement from the Town in August 2025. This Dominion Easement would provide access to the 266 Falmouth Street property. According to Dominion there is no other route for the service line. Due to the old Town Attorney leaving the Town. The Town was unable to complete the review until the new Town Attorney was hired.

**STAFF RECOMMENDATION**

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Town Staff would recommend the Town Council grant permission to sign the attached easement.

**Service Level/Policy Impact**

None

**Fiscal Impact**

None

**Legal Impact**

None

**ATTACHMENTS**

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- 1) Dominion Easement



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between TOWN OF WARRENTON, VIRGINIA, a municipal corporation ("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE its successors and assigns, the ~~perpetual~~ right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, ~~including the wires and attachments of third parties; and for lighting purposes;~~ including but not limited to the rights:

Initials: \_\_\_\_\_

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables ~~including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine,~~ and all wires, conduits, cables, ~~transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes,~~ and accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend FIFTEEN ( 15 ) feet in width across the lands of GRANTOR;

Initials: \_\_\_\_\_

1.2 Paragraph is for granting overhead rights within this Right of Way Agreement and is intentionally not included.

2. The easement granted herein shall extend across the lands of GRANTOR situated in TOWN OF WARRENTON, FAUQUIER COUNTY, Virginia, as more fully described on Plat(s) Numbered 47-25-0045, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, ~~including but not limited to the airspace above the property controlled by GRANTOR,~~ reconstruct, remove, repair, improve, relocate on and within the easement area and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 3072 Centreville Road, Attn: R/W, Herndon, VA 20171

Initials: \_\_\_\_\_

GPIN: 8984-51-2365-000

DEVID No(s): 47-25-0045

Page 1 of 5



Right of Way Agreement

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside ~~and outside the boundaries~~ of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

Initials: \_\_\_\_\_

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

6. GRANTEE shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay GRANTOR, at GRANTEE's option, for other damage done to GRANTOR's property inside the boundaries of the easement (subject, however, to GRANTEE's rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by GRANTEE in the process of the construction, inspection, and maintenance of GRANTEE's facilities, or in the exercise of its right of ingress and egress; provided GRANTOR gives written notice thereof to GRANTEE within one hundred twenty (120) days after such damage occurs.

Initials: \_\_\_\_\_

7. GRANTOR, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder. GRANTOR shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, GRANTOR may construct on the easement fences, landscaping (subject, however, to GRANTEE's rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with GRANTEE's exercise of any of its rights granted hereunder. In the event such use does interfere with GRANTEE's exercise of any of its rights granted hereunder, GRANTEE may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by GRANTOR and acceptable to GRANTEE. In the event any such facilities are so relocated, GRANTOR shall reimburse GRANTEE for the cost thereof and convey to GRANTEE an equivalent easement at the new site.

8. GRANTEE's right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of GRANTEE's obligations as a public service company or such other obligations as may be related to or incidental to GRANTEE's stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by GRANTOR contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: \_\_\_\_\_

DEVID No(s): 47-25-0045



Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item c.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	Request from Silver Branch Brewing
<b>Requested Action:</b>	Consider the request
<b>Department / Agency Lead:</b>	Finance and Procurement
<b>Staff Lead:</b>	Stephanie Miller, Director

## EXECUTIVE SUMMARY

Silver Branch Brewing has requested to make interest only payments on their Fauquier County Economic Development Authority Microloan from March 2026 through September 2026 as they continue their restoration efforts following a fire in 2024 that destroyed their kitchen and storage area.

## BACKGROUND

Silver Branch Brewing received a Fauquier County Economic Development Authority Microloan in the amount of \$100,000 in 2023 to establish a brewery on Lee Street in Warrenton. The Town Council passed a resolution on June 13, 2023, to contribute \$50,000 to match the EDA's \$50,000.

On December 23, 2024, a fire at the brewery damaged the kitchen and a storage area. Silver Branch has been restoring the brewery and intends to reopen later this year.

Silver Branch has made all loan payments to date and has made additional principal payments. They have requested permission to make interest only payments from March through September 2026 to apply additional funding towards the restoration of the brewery.

The County Board of Supervisors has already expressed their support for this request.

## STAFF RECOMMENDATION

Given Silver Branch Brewing's payment history and commitment to reopen, staff recommend that Town Council approve the request.

## Service Level/Collaborative Impact

This action will provide support for a local business in their effort to reopen.

## Policy Direction/Warrenton Plan 2040

This action will support Economic and Fiscal Resilience Goal E-1: Grow a strong, diversified, and resilient economy that supports residents and businesses alike.

## Fiscal Impact

This action will result in the delayed receipt of \$10,946.19; however, these funds will be paid

**Legal Impact**

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There is no legal impact

**ATTACHMENTS**

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1. A Resolution Authorizing Interest Only Payments on a Temporary Basis for the Silver Branch Brewing Microloan

March 10, 2026  
Town Council  
Regular Meeting  
Res. No.

**A RESOLUTION AUTHORIZING INTEREST ONLY PAYMENTS ON A TEMPORARY BASIS FOR THE SILVER BRANCH BREWING MICROLOAN THROUGH THE FAUQUIER COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**WHEREAS**, Warrenton, VA (hereinafter "the Town") is a municipal corporation located within the County of Fauquier; and

**WHEREAS**, the Fauquier County Economic Development Authority (hereinafter "EDA") maintains a Microloan Program to provide accessible loans to small businesses in Fauquier County; and

**WHEREAS**, in 2023 the EDA approved a loan in the amount of \$100,000 for Silver Branch Brewing to assist with costs associated with establishing a brewery off Lee Street in the Town of Warrenton; and

**WHEREAS**, at the June 13, 2023, Town Council meeting, the Town Council authorized a contribution in the amount of \$50,000 to the EDA's Microloan Program to match the EDA's funds for the Silver Branch Brewing microloan; and

**WHEREAS**, Silver Branch Brewing has made timely loan payments in accordance with the loan agreement and has paid additional principal in the amount of \$6,167.75; and

**WHEREAS**, on December 23, 2024, a fire occurred at the brewery, damaging the kitchen and storage facilities. Silver Branch Brewing is working to renovate and reopen for business; and

**WHEREAS**, Silver Branch Brewing is requesting to make interest-only payments from March 2026 through September 2026 to focus funding on renovation efforts; and

**WHEREAS**, given Silver Branch Brewing's timely payment history to date, the Town Council is agreeable to allowing interest-only payments as requested; and

**NOW, THEREFORE, BE IT RESOLVED** this 10<sup>th</sup> day of March 2026, that the Warrenton Town Council hereby authorizes interest-only payments from Silver Branch Brewing on their EDA Microloan for the period from the period of March 2026 through September 2026.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Finance Director

**ATTEST:** \_\_\_\_\_

**Town Recorder**



Office of the Town Manager  
Christopher Martino

# STAFF REPORT

## Warrenton Town Council

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item d.

**Council Meeting Date:** March 10, 2026  
**Agenda Title:** Master Gardener’s Community Garden Request  
**Requested Action:** Approve Lease Agreement  
**Department / Agency Lead:** Parks and Recreation  
**Staff Lead:** Kelly Koernig

## EXECUTIVE SUMMARY

Staff requests Town Council approval of a lease agreement between the Town of Warrenton and the Master Gardener Association of Fauquier and Rappahannock Counties for the establishment and operation of a community garden on approximately 6,600 square feet of Town-owned property at the Warrenton Sports Complex.

The proposed lease allows the Master Gardeners to develop, operate, and maintain the garden for a three-year term with renewal options. The agreement assigns all operational, maintenance, and improvement responsibilities to the Master Gardeners and limits Town liability and fiscal impact. The garden will provide a passive recreational and educational amenity for residents.

## BACKGROUND

The Master Gardener Association, a nonprofit organization focused on horticultural education and sustainable gardening practices, has requested use of a portion of the Warrenton Sports Complex property for a community garden.

The proposed garden will:

- Provide individual and/or shared garden plots for community members
- Support educational programming and volunteer engagement
- Activate a defined area of Town property for passive recreational use

The lease clearly defines permitted uses, site limitations, operational responsibilities, environmental protections, and insurance requirements.

Key lease provisions include:

- Use limited solely to a community garden
- Lessee responsible for all installation, operations, utilities, and maintenance
- Compliance with nutrient management, environmental, and safety standards
- Required insurance and indemnification of the Town
- Removal of improvements and restoration of the site upon lease termination

**STAFF RECOMMENDATION**

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Staff recommend approval of the lease agreement with the Master Gardener Association.

**Service Level/Collaborative Impact**

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This partnership:

- Provides a new passive recreational and educational opportunity
- Utilizes volunteers for installation and ongoing management
- Requires minimal Town staff involvement
- Includes environmental safeguards and clear operational standards
- Protects the Town through insurance and indemnification provisions

The lease structure ensures the Town retains oversight and access while assigning day-to-day responsibilities to the Master Gardeners.

**Policy Direction/Warrenton Plan 2040**

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The proposed community garden is consistent with Warrenton Plan 2040, including:

- P-1.2 Incorporate green infrastructure and low impact development into new open space and park development and improvements to existing open spaces.
- P-2.1 Provide a dynamic system of safe, interconnected spaces for a variety of public uses that promote healthy, active, recreational activities in spaces throughout the Town. These spaces will reflect the culture, ecology, and natural environment of Warrenton.
- P-2.2 Recognize that the visitor experience in open space parks is paramount, regardless of the size of the land. The Town will ensure equitable consideration will be given throughout the Town for passive and active amenities.
- P-2.6 Promote and support community gardens that will be managed by committed community groups, such as schools, clubs, and neighborhoods.

**Fiscal Impact**

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The fiscal impact to the Town is minimal:

- The lease rate is \$1.00 per year
- All garden installation, materials, utilities, and maintenance are the responsibility of the Master Gardeners
- No Town capital expenditures are proposed
- Staff time will be limited to administrative coordination and periodic site oversight

This represents a cost-effective expansion of passive recreation through a volunteer partnership.

**Legal Impact**

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The lease has been drafted in coordination with the Town Attorney. Council approval is required to authorize execution of the lease.

**ATTACHMENTS**

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1. Lease Agreement

**THIS IS A COMMUNITY GARDEN LEASE** (the “Lease”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the Town of Warrenton, (“Landowner”) and the Master Gardener Association of Fauquier and Rappahannock Counties, a nonprofit 501(c)(3) corporation (“Lessee”).

### **Background**

Lessee is a nonprofit organization whose mission is to support Virginia Cooperative Extension in the education of Fauquier & Rappahannock County residents about safe, effective and sustainable garden management practices. In line with its mission, Lessee wishes to develop and operate a community garden. Landowner is willing to lease land to Lessee for that purpose on the terms described in this Lease.

**In consideration of the mutual covenants and promises contained herein the Landowner and Lessee Agree as Follows:**

### **1. PARCEL, TERM AND RENT**

**1.1 Lease.** Landowner leases to Lessee an approximately 6,600 square foot parcel located on the east side of the Warrenton Aquatic & Recreation Facility (WARF), 800 Waterloo Road, in the Town of Warrenton and more particularly described as a portion of PIN # 6974-64-6885 shown on the Attached Map identified as Exhibit A Leased Area Maps. The leased Parcel expressly excludes the existing asphalt path and any associated shoulders or access areas, which shall remain under the control, use, and maintenance of the Landowner. The Parcel is leased subject to all existing easements, restrictions, and rights-of-way of record.

**1.2 Use.** Lessee will use the Parcel for the sole purpose of operating a community garden (the “Garden”) with plots to be assigned by Lessee to community members. The area dedicated to the community garden plots shall be limited to that area shown on the attached map identified as Exhibit B Garden Improvements Layout Map. No commercial activities, including but not limited to the sale of produce or garden-related goods, are permitted on the Parcel without the prior written consent of the Landowner. Lessee shall comply with all applicable Town policies, ordinances, and regulations, as may be amended from time to time.

**1.3 Term.** The term of this Lease is 3 years, starting on \_\_\_\_\_, 2026 and ending on \_\_\_\_\_, 2029. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

**1.4 Renewal.** This Lease will automatically renew for up to 3 additional 3-year terms unless either Landowner or Lessee provides written notice to the other of nonrenewal no later than three months prior to the end of the current term.

**1.5 Rent.** On the date that this Lease is signed and on each following anniversary, Lessee will pay Landowner \$1.00 in rent for the next year.

**1.6 Late Payment.** Lessee’s failure to pay rent within thirty (30) days of when the payment is due breaches this Lease. If that happens, Landowner will provide Lessee with written

notification that Lessee has an additional 30 days from receipt of the written notice to cure any non-payment after which Landowner will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent.

## 2. OPERATION AND MAINTENANCE OF PARCEL

**2.1 Condition of Parcel (As-Is).** Lessee acknowledges that Landowner is not making any representations, warranties, promises, or guarantees of any kind to Lessee, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this Lease, Lessee has made its own independent evaluation of the suitability of the Parcel for a community garden.

**2.2 Lessee Responsibilities/No Landowner Duties.** Lessee has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

**2.3 Compliance with Laws, Regulations and Garden Agreements** Lessee will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations. Lessee will enter into an agreement with each party responsible for a garden plot within the Parcel which specifies all laws, regulations and requirements relating to the operation of such garden plot. Gardeners shall not be deemed tenants of Landowner.

**2.4 Environmental Compliance and Nutrient Management** Lessee shall operate the community garden in accordance with all applicable environmental laws, regulations, and will soil test and manage the leased property consistent with Virginia Cooperative Extension recommendations for the land use. Lessee will provide a Nutrient Management Plan from Virginia Cooperative Extension for the garden site and will operate the community garden in accordance with that plan. Lessee shall ensure that all fertilizers, soil amendments, and pest management practices comply with Town and state requirements, and that all applications are performed by certified individuals as required. Lessee shall manage the pests, weeds, and diseases consistent with USDA organic gardening practices for soil fertility, pests, weeds, and diseases. Lessee assumes responsibility for any environmental damage, runoff contamination, or regulatory violations arising from garden operations and shall indemnify and hold Landowner harmless from any related claims, penalties, or remediation costs. Landowner may require corrective action, suspend activities, or terminate this Lease for noncompliance.

**2.5 Garden Rules.** Lessee will operate the garden in accordance with a set of garden rules that will address garden plot eligibility, maintenance, hours, and water usage. Lessee will require all gardeners to enter into a Gardener Agreement and Waiver of Liability.

**2.6 Improvements, Structures and Security.** Lessee may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except as provided in Exhibit B and including fences, garden beds, raised beds, sheds, work tables, benches and other items useful for operating a community garden. All such work shall comply with applicable laws, codes, and permitting requirements, and shall be performed at Lessee's sole

expense. If Lessee keeps equipment or tools on the Parcel, Lessee must install a toolbox or shed and make a reasonable effort to keep tools stored away when not in use for gardening. Sheds will be limited to 250 sq/ft, unless otherwise permitted and must be approved in writing by the Town prior to installation. They may be subject to additional requirements based on the Town's review of the proposed structure. Upon expiration or termination of this Lease, Lessee shall remove all equipment, structures, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. Lessee may install a system, where practicable, to prevent wildlife and/or restrict non-gardener access to the garden plots, such as a system of fences and locks if Lessee determines such system is necessary.

**2.7 Equipment and Ground Disturbance** Only hand tools and small horticultural equipment typical for community garden use may be used and must be hand operated or battery powered unless otherwise approved in writing by Landowner. No tractors, powered augers, trenchers, or motorized equipment capable of ground disturbance greater than 10 inches may be used without prior written approval. No digging, staking, or post installation shall occur until utilities are located through Virginia Miss Utility or other approved service. Lessee is responsible for any damage to irrigation systems, utilities, sidewalks, or Landowner infrastructure caused by Lessee, its volunteers, or gardeners.

**2.8 Maintenance and Upkeep Standards** Lessee shall maintain the Garden in a safe and orderly condition including: removal of trash and debris weekly during growing season, control of weeds and invasive species, removal of abandoned plots within 30 days, pest and vermin control, seasonal winterization of irrigation and structures, and maintaining clear emergency access at all times provided however that this sentence shall not apply to compost (in suitable compost bins) located within the Garden. Failure to maintain the Garden may be treated as a breach after written notice and opportunity to cure.

**2.9 Assignment and Plot Use Restrictions** Any attempted assignment, sublease, or transfer of this Lease or any interest therein, except as expressly permitted herein, shall be void and shall constitute grounds for immediate termination of this Lease by Landowner.

**2.10 Landowner Access, Inspection, and Control** Landowner and its agents shall have the right to enter the Parcel at any time for any municipal purpose, including inspection, maintenance, or emergency access. In the event of an emergency, no prior notice shall be required. Lessee shall provide Landowner with all necessary keys or access codes. Landowner may temporarily close or restrict access to all or any portion of the Parcel as reasonably necessary, and such actions shall not constitute a breach of this Lease. Section 2.10 does not impose any duty on Landowner to inspect the Parcel, report to Lessee the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

**2.11 Signage.** Lessee shall not install or display any signage on the Parcel without the prior written approval of Landowner. Lessee shall submit a visual design of any proposed sign to the Town for approval. All signage must comply with applicable zoning laws and permitting requirements.

### 3. EXPENSES

**3.1 Utilities.** Landowner will permit Lessee to access water and electricity necessary to conduct the activities contemplated by this Lease Agreement; however, Lessee shall be solely responsible, at its own cost and expense, for the installation of yard hydrants (spigot) on the garden side of the walking path, in locations approved in writing by Landowner. Lessee may, at their discretion, install a dedicated exterior electrical outlet in a location approved in writing by Landowner. All such installations must comply with applicable building and safety codes and be performed by licensed contractors approved by Landowner. Lessee shall not run extension cords or hoses across walkways, through windows, or doors, or in any manner that creates a safety or code compliance hazard. Devices needed to connect to and convey water and electricity to the garden are the responsibility of the Lessee. Lessee shall use water and electricity efficiently and in accordance with any usage limits established by Landowner and Lessee. Landowner reserves the right to bill Lessee for excessive utility usage above the limits agreed to by the parties as referenced above.

**3.2 Taxes.** Lessee shall be solely responsible for any and all taxes, assessments, or charges arising from its use or occupancy of the Parcel, and shall indemnify and hold Landowner harmless from any such obligations.

### 4. TERMINATION

**4.1 At Will.** This Lease may be terminated at any time by either Landowner or Lessee. Such a termination will be effective three months after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

**4.2 Breach by Lessee.** If Lessee breaches any of its duties or obligations under this Lease, Landowner may provide Lessee with written notice of the breach. If Lessee fails to cure the breach within 30 days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective 30 days after delivery of such notice to Lessee. For clarity, this Section 4.2 applies to termination of this Lease and Section 1.6 applies to non-payment of rent.

**4.3 Surrender and Restoration of Parcel.** Upon expiration or termination of this Lease, Lessee and Landowner shall conduct a joint inspection of the Parcel. Lessee shall, at its sole expense, restore the Parcel to its original condition, reasonable wear and tear excepted, and repair any damage caused by its use. Lessee shall remove all equipment, structures, improvements, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. If Lessee fails to complete restoration within the required timeframe, Landowner may perform the work and Lessee shall reimburse Landowner for all costs incurred.

**4.4 Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Lessee and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner's use of the Parcel.

**4.5 Personal Property.** If Lessee or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may dispose of, donate or sell it in the sole decision of the Landowner.

**4.6 Holding Over.** If Lessee remains in possession of the Parcel after expiration or termination of this Lease without Landowner's written consent, any holding over by Lessee after expiration or termination of this Lease without Landowner's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcel. Lessee shall pay Landowner a holdover fee equal to one hundred fifty percent (150%) of the annual rent at the fair market value, prorated on a daily basis, for each day of unauthorized occupancy.

**4.7 Cumulative Remedies.** All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

## 5. INDEMNITY AND WAIVER OF LIABILITY

**5.1 Indemnification.** Lessee will defend, indemnify, and hold Landowner and Landowner's boards, commissions, officers, employees, agents, and assigns (collectively a "Landowner Party" or "Landowner Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any of Lessee's gardeners, employees, contractors, family members, guests, participating in or present in the Garden (collectively, "Lessee Parties"), which may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcel, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. Lessee's indemnification obligations shall include, without limitation, claims arising from violation of law, environmental contamination, or the presence, release, or disposal of hazardous materials on or about the Parcel by Lessee or its agents.

**5.2 Waiver of Liability.** Lessee releases and waives all claims against any Landowner Party with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee or a gardener from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Lessee or a gardener, except to the extent such injury or damage is to property not covered by Lessee's insurance and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Lessee shall require all gardeners, volunteers, and participants to execute a waiver of liability in a form approved by Landowner, and shall provide copies of all such waivers to Landowner upon request. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Lessee caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or

irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Lessee Parties or any other person on the Parcel..

## 6. INSURANCE

**6.1 Insurance.** Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an “occurrence” basis and not a “claims made” basis. Lessee shall provide Landowner with certificates of insurance evidencing the required coverage annually, and shall ensure that all insurance is provided by insurers licensed to do business in Virginia. Lessee shall provide Landowner with at least thirty (30) days’ prior written notice of any cancellation, non-renewal, or material change in coverage.

**6.2 Evidence of Insurance.** On or before Landowner delivers possession of the Parcel to Lessee, Lessee will provide Landowner with a copy of the insurance policies required by Section 6.1. Lessee will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to Landowner a certificate of insurance evidencing Lessee’s insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

## 7. GENERAL PROVISIONS

**7.1 Entire Agreement.** This Lease is the entire agreement between Landowner and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Lessee relating to the same subject matter.

**7.2 Modification and Severability.** This Lease may be modified only as stated in a writing signed by both Landowner and Lessee which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.3 Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

**7.4 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**7.5 Third-Party Beneficiaries.** Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Lessee, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Lessee. All Landowner Parties are an express third party beneficiary of Section 5.

**7.6 Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier, fax, or electronic mail to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

**7.7 Governing Law; Jurisdiction and Venue.** This Lease is governed by Virginia law. Lessee hereby waives any objection to the exclusive jurisdiction and venue of the state and federal courts of Fauquier County, Virginia.

**7.8 Compliance with Town Policies.** Lessee shall comply with all Town ordinances, policies, and procedures applicable to the Parcel and its use, as may be amended from time to time.

**7.9 Environmental Protection.** Lessee shall comply with all applicable environmental laws and regulations. Lessee shall be responsible for any remediation or cleanup required as a result of its activities.

**7.10 Non-Discrimination.** Lessee shall operate the community garden in a manner that does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, or any other protected class, and shall comply with all applicable civil rights laws.

This Lease is signed by Landowner and Lessee as of the date first written above.

**LANDOWNER LESSEE**

By: \_\_\_\_\_ By:  
\_\_\_\_\_

Name: \_\_\_\_\_ Name:  
\_\_\_\_\_

Title: \_\_\_\_\_ Title:  
\_\_\_\_\_

Address: \_\_\_\_\_ Address:  
\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone:  
\_\_\_\_\_

Fax: \_\_\_\_\_ Fax:  
\_\_\_\_\_

**EXHIBITS**

Exhibit A: Leased Area Maps

Exhibit B: Garden Improvements Layout Map

### Exhibit A: Leased Area Maps

#### A.1 Warrenton Aquatic & Recreation Facility, 800 Waterloo Road



## A.2, Area to be Leased<sup>1</sup> next to Warrenton Aquatic & Recreation Facility - East Side of Building

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

Measurement

Unit: Square feet

Area: 6,593.60 ft<sup>2</sup>

Perimeter: 328.04 ft

New measurement

Fauquier County GIS Powered by Esri

<sup>1</sup> Paved path could be omitted from leased area, or a condition added to lease indicating Town would continue to maintain the path, and the Lessee would not block or impede access along the path.

### Exhibit B: Garden Improvements Layout Map

The map displays an aerial view of a property with several annotations. A yellow rectangular area is highlighted on the left side, with a white arrow pointing to it from the text "Yellow Area for Shed, Gathering or Work Space, Composting". To the right of this area, a larger orange rectangular area is outlined, labeled "COMMUNITY GARDEN PLOTS" in purple text and "5,079.29 ft<sup>2</sup> Fenced Garden Area" in black text. The map includes a search bar at the top with the text "Address, PIN, Name Search" and a search icon. On the left side, there are navigation controls: a plus sign for zoom in, a minus sign for zoom out, a home button, a location pin, and an up arrow. A "Full Screen" button is located in the bottom right corner of the map area. The text "Fauquier County GIS" is in the bottom left, and "Powered by Esri" is in the bottom right of the map area.

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

Measurement

Unit: Square feet

Area: 5,079.29 ft<sup>2</sup>

Perimeter: 294.50 ft

# Warrenton Community Garden

Virginia Cooperative Extension Master Gardeners of  
Fauquier and Rappahannock Counties

Sally H. Semple and Michael Lee Beidler, Master Gardeners

Presentation for Warrenton Town Council

March 10, 2026

Virginia Cooperative Extension is a partnership of Virginia Tech, Virginia State University, the U.S. Department of Agriculture, and local governments. Its programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, military status, or any other basis protected by law.

# What is a Community Garden?

- Community Gardens are shared spaces where people can gather together to grow fruits, vegetables, and/or flowers
- Vary in their structure, purpose and format
- May consist of:
  - Collective Plots
  - Individual Plots
  - Raised Beds
- Most Community Gardens provide Individual Plots



Remington Community Garden

# What are the benefits of a Community Garden?



Remington Community Garden

- Adds vitality to the community
- Community Gardener families eat healthier
- Allows families without land to garden
- Can reduce food insecurity

Community Gardening grows community networks by bringing all types of people together.

# Who Does a Community Garden Benefit?



**Gardeners**  
nutrition, mental  
and physical  
health, learning,  
socialization



**Environment**  
Soil structure &  
biota, insects,  
birds, air quality



**Community**  
food security,  
social ties,  
networks, trust

# Creating the Garden



**Establish Goals**



**Grow a Network**



**Find a Site**



**Design & Build the Garden**



**Manage & Sustain the  
Garden**

# Goals for the Warrenton Community Garden

*“Promote and support community gardens that will be managed by committed community groups...”* A key element of the Town’s health infrastructure goal, Warrenton Comprehensive Plan.

**Provide a space for people to grow their own vegetables, fruits and flowers, and in the process:**

- **Build an inclusive garden community**
- **Create a place for connection, life-long learning, and well-being**
- **Develop community gardening ambassadors**
- **Inspire additional community gardens**

# Networks of Support Grow Your Garden

**Partnerships** → **Land, Utilities, Educational Events**

Town of Warrenton

WARF & Department of Parks & Recreation

**Outreach** → **Services to those most in need**

Senior Communities

Food Banks

Fauquier County Health Department

Fauquier County Social Services

**Collaborations** → **Community Engagement**

Cultural and Faith-Based Groups

Fauquier FRESH

Master Naturalists, Clifton Institute

Fauquier High School

PATH Foundation

Local Businesses

# Manage and Sustain the Garden

## Guidelines

- Lease with Town of Warrenton
- Garden Rules
- Gardener Agreement & Liability Waiver
- MOU Roles & Responsibilities MGA, VCE, Town
- Garden Plot Application
- Welcome packets, orientation, training for gardeners

## Garden Committee

Master Gardeners + Community members = Fully community-driven  
 initially in time in the future

## Funding

Grants, Donations from gardeners, community members, businesses, Master Gardener Association.

Volunteers and Partners greatly reduce expenses.

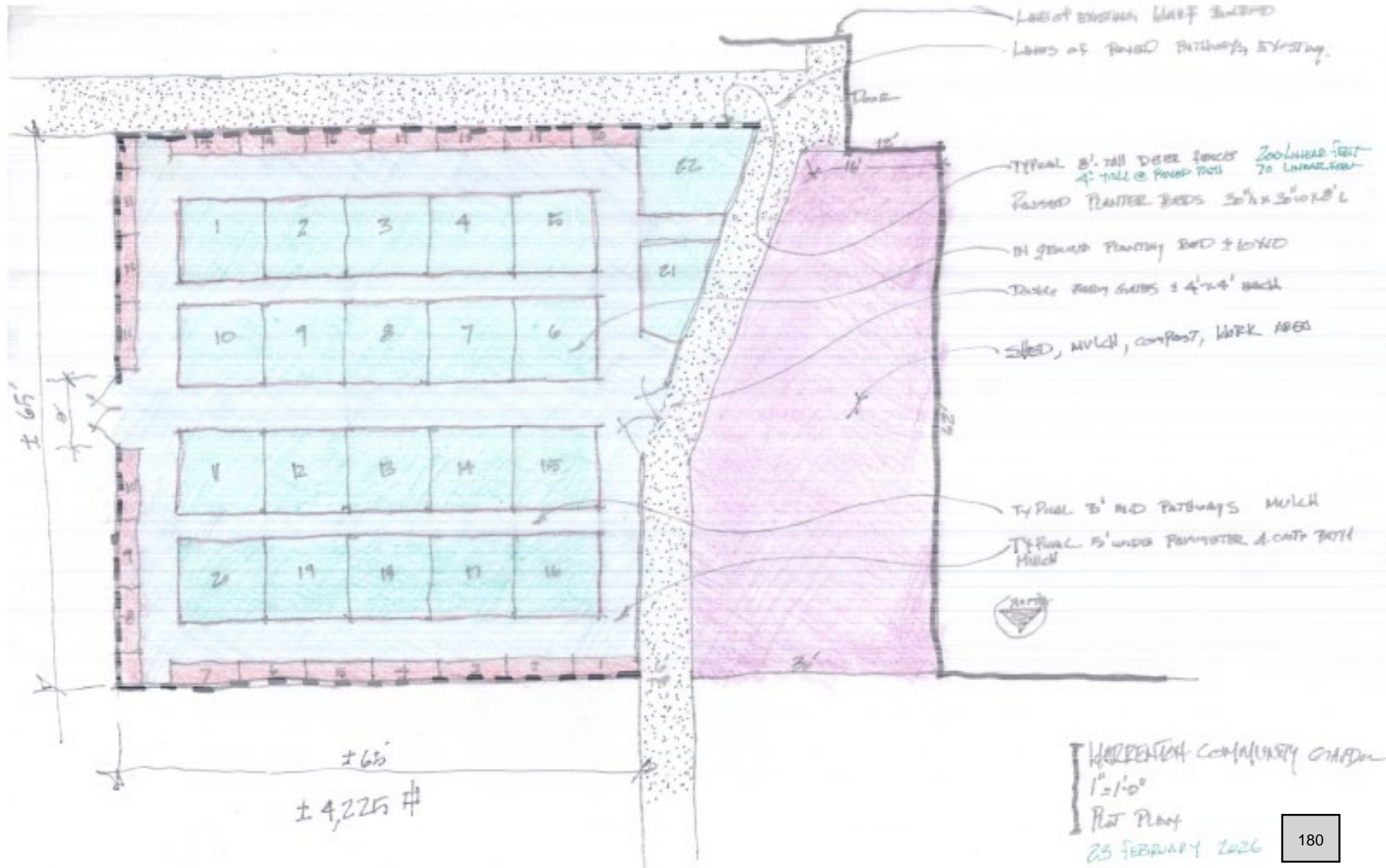
# Site the Garden – The WARF

- Sun
- Water
- Flat
- Drainage
- Parking
- Public transport
- Restrooms
- Visibility



# Design the Garden

Item d.





# Final Thoughts Questions?

March 10, 2026  
Town Council  
Regular Meeting  
Res. No.

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE THE LEASE AGREEMENT FOR A COMMUNITY GARDEN AT THE WARRENTON SPORTS COMPLEX**

**WHEREAS**, the Town of Warrenton owns property located at 800 Waterloo Road; and

**WHEREAS**, the Master Gardener Association of Fauquier and Rappahannock Counties, a nonprofit organization dedicated to horticultural education and sustainable gardening practices, has requested use of a portion of the Warrenton Sports Complex property to establish and operate a community garden; and

**WHEREAS**, the Town and the Master Gardener Association have negotiated a lease agreement for approximately 6,600 square feet of property for the purpose of operating a community garden; and

**WHEREAS**, the proposed community garden will provide educational opportunities, promote environmental stewardship, and expand passive recreational amenities for residents.

**NOW, THEREFORE, BE IT RESOLVED** that the Warrenton Town Council Hereby is authorizing the Town manager to execute the lease agreement for a community garden at the Warrenton Sports Complex;

**BE IT FURTHER RESOLVED**, that the lease agreement between the Town of Warrenton and the Master Gardener Association of Fauquier and Rappahannock Counties for the operation of a community garden at the Warrenton Sports Complex is hereby approved.

ATTACHMENT: Lease Agreement

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Parks and Recreation Director,  
Town Attorney

ATTEST: \_\_\_\_\_  
Town Recorder

**THIS IS A COMMUNITY GARDEN LEASE** (the “Lease”), dated this 10th day of March , 2026, between the Town of Warrenton, (“Landowner”) and the Master Gardener Association of Fauquier and Rappahannock Counties, a nonprofit 501(c)(3) corporation (“Lessee”).

### **Background**

Lessee is a nonprofit organization whose mission is to support Virginia Cooperative Extension in the education of Fauquier & Rappahannock County residents about safe, effective and sustainable garden management practices. In line with its mission, Lessee wishes to develop and operate a community garden. Landowner is willing to lease land to Lessee for that purpose on the terms described in this Lease.

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any non-payment after which Landowner will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent.

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**2.2 Lessee Responsibilities/No Landowner Duties.** Lessee has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

**2.3 Compliance with Laws, Regulations and Garden Agreements** Lessee will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations. Lessee will enter into an agreement with each party responsible for a garden plot within the Parcel which specifies all laws, regulations and requirements relating to the operation of such garden plot. Gardeners shall not be deemed tenants of Landowner.

**2.4 Environmental Compliance and Nutrient Management** Lessee shall operate the community garden in accordance with all applicable environmental laws, regulations, and will soil test and manage the leased property consistent with Virginia Cooperative Extension recommendations for the land use. Lessee will provide a Nutrient Management Plan from Virginia Cooperative Extension for the garden site and will operate the community garden in accordance with that plan. Lessee shall ensure that all fertilizers, soil amendments, and pest management practices comply with Town and state requirements, and that all applications are performed by certified individuals as required. Lessee shall manage the pests, weeds, and diseases consistent with USDA organic gardening practices for soil fertility, pests, weeds, and diseases. Prior to opening the garden to the public for planting, the Lessee may at its discretion use an herbicide with a one-time application to eradicate invasive weeds from a portion of the site. Lessee shall maintain a record of this activity and provide it to the Landowner upon request. Lessee assumes responsibility for any environmental damage, runoff contamination, or regulatory violations arising from garden operations and shall indemnify and hold Landowner harmless from any related claims, penalties, or remediation costs. Landowner may require corrective action, suspend activities, or terminate this Lease for noncompliance.

**2.5 Garden Rules.** Lessee will operate the garden in accordance with a set of garden rules that will address garden plot eligibility, maintenance, hours, and water usage. Lessee will require all gardeners to enter into a Gardener Agreement and Waiver of Liability.

**2.6 Improvements, Structures and Security.** Lessee may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except as provided in Exhibit B and including fences, garden beds, raised beds, sheds, work tables, benches and

other items useful for operating a community garden. All such work shall comply with applicable laws, codes, and permitting requirements, and shall be performed at Lessee's sole expense. If Lessee keeps equipment or tools on the Parcel, Lessee must install a toolbox or shed and make a reasonable effort to keep tools stored away when not in use for gardening. Sheds will be limited to 250 sq/ft, unless otherwise permitted and must be approved in writing by the Town prior to installation. They may be subject to additional requirements based on the Town's review of the proposed structure. Upon expiration or termination of this Lease, Lessee shall remove all equipment, structures, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. Lessee may install a system, where practicable, to prevent wildlife and/or restrict non-gardener access to the garden plots, such as a system of fences and locks if Lessee determines such system is necessary.

**2.7 Equipment and Ground Disturbance** Only hand tools and small horticultural equipment typical for community garden use may be used and must be hand operated or battery powered unless otherwise approved in writing by Landowner. No tractors, powered augers, trenchers, or motorized equipment capable of ground disturbance greater than 12 inches may be used without prior written approval. No digging, staking, or post installation shall occur until utilities are located through Virginia Miss Utility or other approved service. Lessee is responsible for any damage to irrigation systems, utilities, sidewalks, or Landowner infrastructure caused by Lessee, its volunteers, or gardeners.

**2.8 Maintenance and Upkeep Standards** Lessee shall maintain the Garden in a safe and orderly condition including: removal of trash and debris weekly during growing season, control of weeds and invasive species, removal of abandoned plots within 30 days, pest and vermin control, seasonal winterization of irrigation and structures, and maintaining clear emergency access at all times provided however that this provision shall not apply to compost (in suitable compost bins) located within the Garden Area. Failure to maintain the Garden may be treated as a breach after written notice and opportunity to cure.

**2.9 Assignment and Plot Use Restrictions** Any attempted assignment, sublease, or transfer of this Lease or any interest therein, except as expressly permitted herein, shall be void and shall constitute grounds for immediate termination of this Lease by Landowner.

**2.10 Landowner Access, Inspection, and Control** Landowner and its agents shall have the right to enter the Parcel at any time for any municipal purpose, including inspection, maintenance, or emergency access. In the event of an emergency, no prior notice shall be required. Lessee shall provide Landowner with all necessary keys or access codes. Landowner may temporarily close or restrict access to all or any portion of the Parcel as reasonably necessary, and such actions shall not constitute a breach of this Lease. Section 2.10 does not impose any duty on Landowner to inspect the Parcel, report to Lessee the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

**2.11 Signage.** Lessee shall not install or display any signage on the Parcel without the prior written approval of Landowner. Lessee shall submit a visual design of any proposed sign to the Town for approval. All signage must comply with applicable zoning laws and permitting

requirements. Notwithstanding the foregoing, small identification signs used to label garden plots, plants, or crops within the Garden Area may be installed without individual approval, provided they conform to a standard sign template approved in advance by the Landowner.

### 3. EXPENSES

**3.1 Utilities.** Landowner will permit Lessee to access water and electricity necessary to conduct the activities contemplated by this Lease Agreement; however, Lessee shall be solely responsible, at its own cost and expense, for the installation of yard hydrants (spigot) on the garden side of the walking path, in locations approved in writing by Landowner. Lessee may, at its discretion, request Landowner's written approval to install a dedicated exterior electrical outlet in a location approved by Landowner. All such installations must comply with applicable building and safety codes and be performed by licensed contractors approved by Landowner. Lessee shall not run extension cords or hoses across walkways, through windows, or doors, or in any manner that creates a safety or code compliance hazard. Devices needed to connect to and convey water and electricity to the garden are the responsibility of the Lessee. Lessee shall use water and electricity efficiently and in accordance with any usage limits established by Landowner and Lessee. Landowner reserves the right to bill Lessee for excessive utility usage above the limits agreed to by the parties as referenced above.

**3.2 Taxes.** Lessee shall be solely responsible for any and all taxes, assessments, or charges arising from its use or occupancy of the Parcel, and shall indemnify and hold Landowner harmless from any such obligations.

### 4. TERMINATION

**4.1 At Will.** This Lease may be terminated at any time by either Landowner or Lessee. Such a termination will be effective three months after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

**4.2 Breach by Lessee.** If Lessee breaches any of its duties or obligations under this Lease, Landowner may provide Lessee with written notice of the breach. If Lessee fails to cure the breach within 30 days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective 30 days after delivery of such notice to Lessee. For clarity, this Section 4.2 applies to termination of this Lease and Section 1.6 applies to non-payment of rent.

**4.3 Surrender and Restoration of Parcel.** Upon expiration or termination of this Lease, Lessee and Landowner shall conduct a joint inspection of the Parcel. Lessee shall, at its sole expense, restore the Parcel to its original condition, reasonable wear and tear excepted, and repair any damage caused by its use. Lessee shall remove all equipment, structures, improvements, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. If Lessee fails to complete restoration within the required timeframe, Landowner may perform the work and Lessee shall reimburse Landowner for all costs incurred.

**4.4 Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Lessee and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner's use of the Parcel.

**4.5 Personal Property.** If Lessee or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may dispose of, donate or sell it in the sole decision of the Landowner.

**4.6 Holding Over.** If Lessee remains in possession of the Parcel after expiration or termination of this Lease without Landowner's written consent, any holding over by Lessee after expiration or termination of this Lease without Landowner's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcel. Lessee shall pay Landowner a holdover fee equal to one hundred fifty percent (150%) of the annual rent at the fair market value, prorated on a daily basis, for each day of unauthorized occupancy.

**4.7 Cumulative Remedies.** All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

## **5. INDEMNITY AND WAIVER OF LIABILITY**

**5.1 Indemnification.** Lessee will defend, indemnify, and hold Landowner and Landowner's boards, commissions, officers, employees, agents, and assigns (collectively a "Landowner Party" or "Landowner Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any of Lessee's gardeners, employees, contractors, family members, guests, participating in or present in the Garden (collectively, "Lessee Parties"), which may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcel, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. Lessee's indemnification obligations shall include, without limitation, claims arising from violation of law, environmental contamination, or the presence, release, or disposal of hazardous materials on or about the Parcel by Lessee or its agents.

**5.2 Waiver of Liability.** Lessee releases and waives all claims against any Landowner Party with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee or a gardener from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Lessee or a gardener, except to the extent such injury or damage is to property not covered by Lessee's insurance and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as

a community garden. Lessee shall require all gardeners, volunteers, and participants to execute a waiver of liability in a form approved by Landowner, and shall provide copies of all such waivers to Landowner upon request. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Lessee caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Lessee Parties or any other person on the Parcel..

## 6. INSURANCE

**6.1 Insurance.** Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an “occurrence” basis and not a “claims made” basis. Lessee shall provide Landowner with certificates of insurance evidencing the required coverage annually, and shall ensure that all insurance is provided by insurers licensed to do business in Virginia. Lessee shall provide Landowner with at least thirty (30) days’ prior written notice of any cancellation, non-renewal, or material change in coverage.

**6.2 Evidence of Insurance.** On or before Landowner delivers possession of the Parcel to Lessee, Lessee will provide Landowner with a copy of the insurance policies required by Section 6.1. Lessee will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to Landowner a certificate of insurance evidencing Lessee’s insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

## 7. GENERAL PROVISIONS

**7.1 Entire Agreement.** This Lease is the entire agreement between Landowner and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Lessee relating to the same subject matter.

**7.2 Modification and Severability.** This Lease may be modified only as stated in a writing signed by both Landowner and Lessee which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.3 Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

**7.4 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**7.5 Third-Party Beneficiaries.** Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Lessee, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Lessee. All Landowner Parties are an express third party beneficiary of Section 5.

**7.6 Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier, fax, or electronic mail to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

**7.7 Governing Law; Jurisdiction and Venue.** This Lease is governed by Virginia law. Lessee hereby waives any objection to the exclusive jurisdiction and venue of the state and federal courts of Fauquier County, Virginia.

**7.8 Compliance with Town Policies.** Lessee shall comply with all Town ordinances, policies, and procedures applicable to the Parcel and its use, as may be amended from time to time.

**7.9 Environmental Protection.** Lessee shall comply with all applicable environmental laws and regulations. Lessee shall be responsible for any remediation or cleanup required as a result of its activities.

**7.10 Non-Discrimination.** Lessee shall operate the community garden in a manner that does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, or any other protected class, and shall comply with all applicable civil rights laws.

This Lease is signed by Landowner and Lessee as of the date first written above.

**LANDOWNER**

**LESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBITS**

Exhibit A: Leased Area Maps

Exhibit B: Garden Improvements Layout Map

### Exhibit A: Leased Area Maps

#### A.1 Warrenton Aquatic & Recreation Facility, 800 Waterloo Road



## A.2, Area to be Leased<sup>1</sup> next to Warrenton Aquatic & Recreation Facility - East Side of Building

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

Measurement

Unit: Square feet

Area: 6,593.60 ft<sup>2</sup>

Perimeter: 328.04 ft

New measurement

Fauquier County GIS Powered by Esri

<sup>1</sup> Paved path could be omitted from leased area, or a condition added to lease indicating Town would continue to maintain the path, and the Lessee would not block or impede access along the path.

### Exhibit B: Garden Improvements Layout Map

The map displays an aerial view of a property with several annotations. A yellow rectangular area is highlighted on the left side, with a white arrow pointing to it from the text "Yellow Area for Shed, Gathering or Work Space, Composting". An orange rectangular area is outlined in the center, labeled "COMMUNITY GARDEN PLOTS" and "5,079.29 ft<sup>2</sup> Fenced Garden Area". The parcel number "6885" is visible near the top of the orange area. The map interface includes a search bar at the top, navigation controls on the left, and a "Full Screen" button at the bottom right.

Search by Address, PIN, Owner, or Select a Parcel:  
VisionPID: 19646  
actDataScout: <https://www.actdatascout.com>  
Parcel ID: 6974-64-6885-000  
Owner: WARRENTON TOWN OF  
Site Address: 800 WATERLOO RD  
Mailing Address:  
PO DRAWER 341  
WARRENTON, VA, 20188-0341  
Acreage: 64.5267  
Last Sale Date: 2003-06-09  
Last Sale Price: 747500  
Owner Deed Book/Page: 1035/2041

**Measurement**

Unit: Square feet

Area: 5,079.29 ft<sup>2</sup>

Perimeter: 294.50 ft



Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item a.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	Winter Storm Fern: After Action Report & Cost Recovery
<b>Requested Action:</b>	Receive the Information
<b>Department / Agency Lead:</b>	Office of Emergency Management
<b>Staff Lead:</b>	Johnny H. Switzer, Emergency Management Coordinator

## EXECUTIVE SUMMARY

Following the unprecedented weather conditions of **Winter Storm Fern** (January 24–26, 2026), the Town of Warrenton successfully maintained essential services through a 150-hour subfreezing event. While the response was effective, it required significant unbudgeted expenditures totaling **\$270,624.31**. This report outlines the operational successes, identified vulnerabilities, and the fiscal strategy to re-appropriate **\$130,000** back to General Fund departments to restore their operational budgets for the remainder of FY26.

## BACKGROUND

Winter Storm Fern delivered a complex mix of 4" of snow, 6" of sleet, and 0.25" of ice, creating "snow-crete" conditions that paralyzed standard removal equipment.

- **State of Emergency:** Declared by the Town on January 22, 2022, enabling 24-hour shift rotations.
- **Operational Success:** The FY26 Wheel Loader was the cornerstone of the response, breaking through ice caps that standard plows could not penetrate.
- **After Action Review (AAR):** Held March 2, 2026, identifying communication as a major success, but highlighting "single points of failure" regarding equipment and the unsustainable "dual-hat" staffing model of the Emergency Management Agency (EMA).

## STAFF RECOMMENDATION

Staff recommends the **re-appropriation of \$130,000** from the General Fund balance to the respective departmental line items (Public Works, Police, Fleet, Facilities, Emergency Management, etc.). This action will replenish the operating budgets depleted by the emergency response and mechanical costs incurred during the 150-hour freeze. Staff also recommends approving the Notice of Intent form for the Emergency Management Coordinator to begin the application process with VDEM for cost recovery

### **Service Level/Collaborative Impact**

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The response involved a "whole-of-government" approach, coordinating with Fauquier County, VDEM, and private partners like Christ In Action.

- **Mobility:** While Priority 1 roads remained open, secondary roads and sidewalks faced a "mobility stalemate."
- **AFN Community:** Emergency response successfully pivoted to welfare checks and manual egress for elderly and Access and Functional Needs (AFN) residents.
- **Equipment:** The reliance on a small pool of heavy assets proved that future service levels depend on expanding the fleet and re-establishing on-call contractor reserves

### **Policy Direction/Warrenton Plan 2040**

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This report and the subsequent funding request align with the Governance and Public Safety goals of the Warrenton Plan 2040. Specifically, it addresses:

- **Resiliency:** Transitioning from reactive response to proactive mitigation.
- **Infrastructure:** Validating the Fleet Replacement Plan through the successful deployment of the FY26 Wheel Loader.

### **Legal & Fiscal Impact**

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**Total Event Cost:** \$270,624.31

**VDEM Request for Public Assistance:** Estimated at \$65,373.00

**Requested Re-appropriation:** \$130,000.00

- **Reimbursement Strategy:** The Town may be eligible for a 60%–75% cost-share through state public assistance funds. The EMA is currently finalizing a "real-time" audit-ready log to maximize this recovery (estimated at \$162k–\$202k).
- **Fiscal Neutrality:** The \$130,000 re-appropriation acts as a bridge to restore department operations, it is suggested to consider establishing an emergency contingency fund to be utilized upon activation of a local state of emergency in future budgets. These funds would be available for utilization at the discretion of the Town Manager.
- **Legal:** The declaration of a Local State of Emergency on January 22 provided the legal framework for these emergency expenditures under Virginia Code § 44-146.21.

### **ATTACHMENTS**

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A. Winter Storm Fern After Action Report (March 4, 2026)

**B. Detailed Expense Ledger (Personnel/Equipment/Materials)**

# Project Summary

Applicant	Town of Warrenton, VA
Disaster	2026 January Snowstorm
Project	Winter Storm Fern
Category	
Start Date of Work	22-Jan-26
End Date of Work	4-Feb-26

<b>Force Account Labor</b>	<b>\$</b>	<b>127,685.31</b>
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<b>Force Account Equipment</b>	<b>\$</b>	<b>-</b>
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<b>Force Account Material</b>	<b>\$</b>	<b>30,975.00</b>
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<b>Contract</b>	<b>\$</b>	<b>103,958.50</b>
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<b>Rental Equipment</b>	<b>\$</b>	<b>8,006.00</b>
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<b>Total</b>	<b>\$</b>	<b>270,624.81</b>
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Expenses

**Contracted Snow Removal \$66,500**

**Fleet Expenses \$25,375 (including \$18,035 in pending repairs)**

**Equipment \$28,000**

**Lodging \$8,000**

**Salt / Sand \$30,975**

Total Regular Hours	<b>1516</b>
Total Overtime Hours	<b>1632</b>

;) )

March 10, 2026  
Town Council  
Regular Meeting  
RES-xx-xx-xx

**A RESOLUTION TO AMEND THE FISCAL YEAR 2026 ADOPTED BUDGET TO APPROPRIATE \$130,000 TO FUND UNBUGETED EXPENDITURES RELATED TO WINTER STORM FERN**

**WHEREAS**, the Warrenton Town Council is charged by the Code of Virginia with the preparation of an annual budget for the Town of Warrenton; and

**WHEREAS**, on June 10, 2025, the Town Council adopted the Town of Warrenton Fiscal Year 2026 Budget; and

**WHEREAS**, during the fiscal year, certain events occur that necessitate amending the budget; and

**WHEREAS**, winter storm Fern occurred from January 24<sup>th</sup> through January 26<sup>th</sup> of this year; and

**WHEREAS**, the storm response by the Town resulted in significant unbudgeted expenditures such as equipment repairs and contracted snow removal; and

**WHEREAS**, the replenishment of department operating budgets is necessary to continue normal operations for the remainder of the fiscal year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Warrenton Town Council Hereby amends the Fiscal Year 2026 Adopted Budget to appropriate a total of \$130,000 from the General Fund unassigned fund balance to fund unbudgeted expenditures related to winter storm Fern.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Meeting:**

**For Information:**

Emergency Management Coordinator  
Budget Manager

**ATTEST:** \_\_\_\_\_  
**Town Recorder**

March 10<sup>th</sup>, 2026  
Town Council  
Regular Meeting  
Res. No.

**A RESOLUTION AUTHORIZING THE ACTING TOWN MANAGER TO EXECUTE A NOTICE OF INTENT TO PARTICIPATE IN THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (VDEM) PUBLIC ASSISTANCE PROGRAM REGARDING THE WINTER STORM FERN WEATHER EVENT**

**WHEREAS**, on the evening of January 24, 2026, the Town of Warrenton experienced an extraordinary snow, sleet, and ice event, resulting in significant expenses to prepare, respond, and recover from Winter Storm Fern; and

**WHEREAS**, a Local State of Emergency was retroactively declared effective January 22, 2026, in accordance with Code of Virginia § 44-146.21, providing the necessary legal framework for emergency response and state-level financial aid eligibility; and

**WHEREAS**, the Town’s newly established independent Emergency Management Agency (EMA) has successfully coordinated with the Virginia Department of Emergency Management (VDEM) and various Town departments to document initial damages, which were originally estimated in excess of \$65,373; and

**WHEREAS**, through the diligent internal efforts of Public Works and Utilities staff, the Town has realized significant cost savings on equipment repairs while continuing to identify long-term damage; and

**WHEREAS**, the VDEM Public Assistance (PA) program provides a vital mechanism for the Town to recover eligible costs not covered by insurance, thereby protecting the Town’s General Fund and Capital Improvement Plan (CIP) allocations.

**NOW, THEREFORE, BE IT RESOLVED** by the Warrenton Town Council this 10th day of March 2026, that Interim Town Manager Martino is hereby authorized to execute and submit a Notice of Intent and all other necessary documents to the Virginia Department of Emergency Management (VDEM) to formally proceed with the Public Assistance (PA) process for Winter Storm Fern.

**BE IT FURTHER RESOLVED** that the Town Emergency Management Coordinator is authorized to serve as the primary point of contact for VDEM and is directed to provide all required documentation, including Damage Survey Reports and Force Account labor records, to ensure the maximum allowable reimbursement of public funds.

**BE IT FURTHER RESOLVED** that any funds recovered through the VDEM Public Assistance program shall be applied toward the restoration of Town infrastructure, equipment, and the mitigation of future extreme weather impacts in alignment with the Warrenton Plan 2040.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect upon its adoption.

ATTACHMENT: None

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Interim Town Manager

Emergency Management Coordinator

**ATTEST:** \_\_\_\_\_

**Town Recorder**

**TAB A: Notice of Intent Form**

Commonwealth of Virginia  
**NOTICE OF INTEREST  
IN APPLYING FOR STATE PUBLIC ASSISTANCE**

Name of Incident: \_\_\_\_\_ Incident Date or Period: \_\_\_\_\_

Description of Incident:

Estimate of Total Eligible Costs:

**CHECKLIST OF DAMAGES BY CATEGORY**

- A. DEBRIS CLEARANCE
  - On Public Roads & Streets including ROW
  - Other Public Property
  - Private Property (*When done by local govt. forces*)
- B. PROTECTIVE MEASURES
  - Life and Safety
  - Property
  - Health
  - Stream/Drainage Channels
  - Structure Demolition
- C. ROAD SYSTEM
  - Roads     Streets     Traffic Control
  - Bridges     Culverts
  - Levees
- D. WATER CONTROL FACILITIES
  - Dikes     Dams
  - Drainage     Irrigation Works
- E. BUILDINGS AND EQUIPMENT
  - Buildings and Equipment
  - Supplies or Inventory
  - Vehicles or Other Equipment
  - Transportation System
- F. PUBLIC UTILITY SYSTEMS
  - Water
  - Sanitary Sewage
  - Storm Drainage
  - Light/Power
- G. OTHER (*Not in the above categories*)
  - Park Facilities     Recreational Facilities

Name of City or County Applying for Assistance:

Representative 1: \_\_\_\_\_ Representative 2: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Telephone: \_\_\_\_\_

By signing this letter of intent, I am certifying that the \_\_\_\_\_ is incapable of covering the full costs of the damages and/or expenses associated with the event referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Office of the Town Manager  
Christopher Martino

**Warrenton Town Council**

Carter Nevill, Mayor  
Roy Francis, Ward 1  
William Semple, Ward 2  
Larry Kovalik, Ward 3  
Michele O'Halloran, Ward 4  
Eric Gagnon, Ward 5  
Paul Mooney, At Large  
David McGuire, At Large

Item b.

# STAFF REPORT

<b>Council Meeting Date:</b>	March 10, 2026
<b>Agenda Title:</b>	WWTP Operator, Night Shift FTE
<b>Requested Action:</b>	Approval
<b>Department / Agency Lead:</b>	Human Capital & Risk
<b>Staff Lead:</b>	Kasey Braun, Director of Human Capital & Risk

## EXECUTIVE SUMMARY

Proper staffing levels are essential to maintaining the Town’s wastewater systems, ensuring safe and reliable service, and maintaining compliance with applicable Occupational Safety and Health Administration (OSHA) and Virginia Occupational Safety and Health (VOSH) regulatory standards. Additionally, per VA Administrative Code and per the Board for Waterworks and Wastewater Works Operators and Onsite Sewage System Professionals (WWWOOSP), there are minimum staffing levels for our WWTP facility to ensure the safety measures and operating protocols are being adhered to.

## BACKGROUND

The Town’s WWTP Operators are responsible for keeping critical infrastructure functioning effectively and directly contribute to public safety, service reliability, and the Town’s long-term sustainability. Recently, during an internal operating procedures safety review, we identified a safety concern that is directly related to limited staffing at the WWTP. At this time, the Town frequently has only one employee scheduled on the early shift (4:00 a.m. – 12:00 p.m.). Due to operational demands and employee safety concerns, OSHA safety regulations advise that a minimum of two employees be assigned to this shift at all times to ensure safe operations, adequate coverage, and the ability to respond to incidents or service disruptions. Most importantly and under applicable safety regulations, including the requirements enforced by OSHA and VOSH, a minimum of two employees is required when work involves permit-required confined spaces. The required reason for this is one authorized employee performs the work inside the space and a minimum of one authorized employee remains outside, monitors conditions, and manages communication or any emergency response. Furthermore, the main concern founded was the wastewater treatment plant contains multiple permit-required confined spaces; therefore, this presents a significant operational and safety risk if only one employee is working a shift. Should there be an accident due to not adhering to these OSHA guidelines, this could expose the Town to a significant financial liability.

## STAFF RECOMMENDATION

Add one (1) full-time employee (FTE) to support night-shift operations in order to meet operational and safety requirements, reduce employee burnout, minimize unnecessary overtime costs, and eliminate single points of failure caused by limited staffing.

## Service Level/Collaborative Impact

Ensuring employee safety, in particular when work involves confined spaces, is a critical responsibility that the Town must continuously prioritize. From a staffing perspective, failing to meet basic coverage and safety requirements exposes the Town to unnecessary operational and personnel liability risks. In addition, the current lack of sufficient personnel coverage during this shift is not fiscally sound due to the continued and unavoidable reliance on

overtime. When the sole night-shift employee is scheduled off or calls out, another employee must be brought in to cover the shift. This single point of failure increases personnel costs and places additional strain on the workforce. Over time, this contributes directly to employee fatigue and burnout, which further elevates safety risks, particularly when employees are operating and maintaining critical infrastructure under demanding conditions. Sufficient staffing is therefore necessary not only to meet operational needs, but also to protect employee wellbeing and reduce long term financial and safety impacts to the Town.

**Policy Direction/Warrenton Plan 2040**

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CF-4: Ensure healthy, safe, and adequate water and wastewater services.

- CF-4.1: Maintain a reliable and sufficient quantity of wastewater treatment capacity and an adequate quantity and quality of public water supply to meet the needs of expected long-term residential and commercial growth.
- CF-4.2: Meet the future infrastructure needs through careful planning and acquisition of required permits through adequate staffing.

**Fiscal Impact**

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Request for an appropriation of \$27,215 from the Water & Sewer fund for the time period of April 1, 2026 to June 30, 2026. The position will be included in the proposed FY27 budget. Sufficient funding is available in the Water & Sewer FY26 budget to fund this position.

**Legal Impact**

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The Town Attorney will address the legal impact.

**ATTACHMENTS**

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1. A Resolution to Add a Full-Time Wastewater Treatment Plant Operator, Night Shift Position

March 10, 2026  
Town Council  
Regular Meeting  
RES-xx-xx-xx

**A RESOLUTION TO AMEND THE FISCAL YEAR 2026 ADOPTED BUDGET TO APPROPRIATE \$\$27,215 TO FUND A WASTEWATER TREATMENT PLANT OPERATOR POSTION**

**WHEREAS**, the Warrenton Town Council is charged by the Code of Virginia with the preparation of an annual budget for the Town of Warrenton; and

**WHEREAS**, on June 10, 2025, the Town Council adopted the Town of Warrenton Fiscal Year 2026 Budget; and

**WHEREAS**, during the fiscal year, certain events occur that necessitate amending the budget; and

**WHEAREAS**, the Virginia Administrative Code prescribes minimum staffing levels for Wastewater Treatment facilities, which can be difficult to meet at the facility with current staffing and;

**WHEAREAS**, the addition of one full-time employee will allow the department to consistently staff two (2) employees during the evening shift in line with the requirements described in the code and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Warrenton Town Council Hereby amends the Fiscal Year 2026 Adopted Budget to appropriate a total of \$27,215 from the Water & Sewer Fund unrestricted cash balance to fund an additional wastewater treatment plant operator in order to meet the staffing levels prescribed in the Virginia Administrative Code.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Meeting:**

**For Information:**

Director of Human Capital & Risk Management  
Budget Manager

**ATTEST:** \_\_\_\_\_  
**Town Recorder**

March 10th, 2026.  
Town Council  
Regular Meeting  
Res. No.

**A RESOLUTION APPOINTING PHILIP CARTER STROTHER  
AS THE TOWN ATTORNEY FOR THE TOWN OF WARRENTON, VIRGINIA**

**WHEREAS**, Warrenton, VA (Hereinafter "the Town") is a municipal corporation located within the County of Fauquier; and

**WHEREAS**, the previous Town Attorney, Mr. Chap Petersen, resigned effective December 31<sup>st</sup>, 2025; and

**WHEREAS**, pursuant to Town Charter § 3-7, the Council may appoint a Town Attorney whose term of appointment, duties, and compensation shall be prescribed by the Council; and

**WHEREAS**, Town Code Sec. 2-111 requires that the Town Council appoint an attorney for the Town who has been admitted to practice in the courts of the Commonwealth and is a licensed practicing attorney; and

**WHEREAS**, the Town Council has reviewed the qualifications of Philip Carter Strother and desires to appoint them to serve as the legal counsel for the Town; and

**WHEREAS**, the at the January 13<sup>th</sup>, 2026, Town Council Regular Meeting the Town Council Appointed Mr. Strother as the interim Town Attorney for a period of 90 days; and

**NOW, THEREFORE, BE IT RESOLVED** that the Warrenton Town Council is hereby appointing Philip Carter Strother as the Town Attorney for the Town of Warrenton, Virginia; and

**BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED** that the Town Council directs the Mayor with the assistance of Town Staff, to execute the agreed on legal services contract with Philip Carter Strother within 3 days of the passage of this resolution.

ATTACHMENT:

Votes:  
Ayes:

Nays:  
Absent from Vote:  
Absent from Meeting:

For Information:  
Human Capital

ATTEST: \_\_\_\_\_  
Town Recorder



March 10<sup>th</sup>, 2026  
Town Council  
Regular Meeting  
Res. No.

**A RESOLUTION APPOINTING CHRISTOPHER E. MARTINO AS THE INTERIM TOWN MANAGER**

**WHEREAS**, Warrenton, VA (Hereinafter "the Town") is a municipal corporation located within the County of Fauquier; and

**WHEREAS**, pursuant to Town Charter § 6-1, there shall be a Town Manager who shall be the chief executive officer of the Town, chosen by the Council solely on the basis of executive and administrative qualifications; and

**WHEREAS**, Town Code Sec. 2-126 further affirms that the Town Manager shall be appointed by the Town Council and shall hold office at the pleasure of the Council; and

**WHEREAS**, at the January 13<sup>th</sup>, 2026, Regular Town Council Meeting, The Town Council appointed Mr. Christopher E. Martino as the Interim Town Manager for a period of 90 days or a new appointment was made; and

**WHEREAS**, the Town Council finds it necessary to extend the appointment of the Interim Town Manager to fulfill these duties and ensure the proper administration of the Town government; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Warrenton Town Council is hereby appointing Christopher E. Martino as the Interim Town Manager for the Town of Warrenton, Virginia, through midnight on June 12<sup>th</sup>, 2026, or until a new appointment of Town Manager is made; and

**BE IT FURTHER RESOLVED** that the Town Council directs the Mayor with the assistance of Town Staff to negotiate and execute the employment contract with The Berkley Group within 3 days of the passage of this resolution on behalf of the Town Council.

ATTACHMENT: None

**Votes:**  
Ayes

Nays:

Absent from Vote:

**For Information:**  
Human Capital

ATTEST: \_\_\_\_\_  
Town Recorder