TOWN COUNCIL REGULAR MEETING

21 Main Street

Tuesday, November 10, 2026 at 9:00 AM

AGENDA

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

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

I. WORKSESSION - 9:00 AM

A. Snow Removal Program Overview

Staff will provide an overview of the Town's snow removal program in advance of the upcoming winter season. The presentation will include information on ongoing preparations, typical operations, resident expectations, and related Town Code regulations. The presentation is intended to prepare Town Council and the community for the upcoming snow season and answer common questions about the service. No Council action is requested.

Presenter: John Ward, Public Works Director.

B. 45 Winchester Street: Property Maintenance Enforcement History and Proposed Corrective Action

Staff will provide an overview of the history of property maintenance and building code enforcement at 45 Winchester Street, including complaints, inspections, notices of violation, court proceedings, and efforts to obtain compliance. The presentation will provide background for Town Council's consideration of appropriating funds to correct outstanding violations on the privately owned property. A public hearing is scheduled to be held for the appropriation of funds at the Regular Meeting.

Presenters: Hunter Digges, Building Official, and Rob Walton, Director of Community Development.

C. Ordinance 2026-14: Town Code Amendment Regarding Commercial Refuse Collection Outside the Historic District.

Town Council will continue discussion on an amendment to Section 8-21 of the Town Code that would discontinue Town-provided refuse collection for commercial properties outside the Historic District. Staff will present updated information in advance of the Public Hearing which will be continued at the Regular Meeting.

Presenter: Lauren Kruck, Project Manager.

D. **Nonprofit Organization Amusement Device Permit and Inspection Fees**

Staff will present potential policy changes regarding amusement device permit and inspection fees for nonprofit organizations, including options for administrative fee waivers, reimbursements, or reduced fees. Council will be asked to provide direction on whether to pursue amendments to the Town Code or fee schedule to establish a consistent process for qualifying nonprofit organizations.

Presenter: Rob Walton, Community Development Director.

E. **Memorandum of Agreement with Fauquier County for Use of Town Hall**

Staff will present a revised Memorandum of Agreement with Fauquier County providing for continued use of Town Hall at 21 Main Street for County offices and public meetings. The agreement maintains Town ownership and control of the facility and authorizes the Town Manager to execute and administer the agreement on behalf of the Town. This item is placed on the Regular Meeting agenda for consideration by Town Council.

Presenter: Judson Rex, Town Manager.

F. **Revised Operational Use and Management Agreement with NPSC**

Staff will present a revised Operational Use and Management Agreement with the Northern Piedmont Sports Club (NPSC) providing for the continued use of the athletic fields at the Warrenton Sports Complex. The agreement maintains Town ownership and oversight of the Sports Complex and authorizes the Town Manager to execute and administer the agreement on behalf of the Town. Staff is seeking input from the Town Council on the proposed agreement before it is placed on a future Regular Meeting agenda for formal consideration.

Presenter: Kelly Koernig, Parks and Recreation Director.

G. **Retail Cannabis Sales: Zoning Regulations and Potential Town Code Amendments.**

Staff will brief Town Council on changes to Virginia law authorizing adult-use retail cannabis sales beginning July 1, 2027, and discuss potential amendments to the Town Code and Zoning Ordinance to regulate retail cannabis establishments, including applicable zoning requirements and local taxation options. Council will be asked to provide direction on whether to initiate the development of proposed regulations for future consideration.

Presenters: Rob Walton, Director of Community Development, and Heather Jenkins, Zoning Administrator.

H. **Town Council Resolution Regarding Committees**

Town Council will consider a resolution confirming the Council's role in creating Town committees, appointing their members and the Town's representatives to outside bodies, and directing staff support for them, including designation of the Town's representatives to the Town/County Liaison Committee. The resolution is on the Regular Meeting agenda under New Business.

Presenter: Mr. Judson Rex, Town Manager

I. **Discussion of a Proposed Town Council Transportation Committee**

At the request of Councilmember Larry Kovalik, Town Council will discuss the potential establishment of a transportation committee to review and address transportation needs and priorities within the Town of Warrenton.

Presenter: Larry Kovalik, Ward 3 Councilmember.

J. **Finance Committee Update**

Committee Chair, Bill Semple, Ward 2 will provide an update on items discussed at recent Finance Committee Meetings.

Committee Members: Bill Semple, Ward 2 (Chair) and Paul Mooney, At-large. Staff Liaison: Stephanie Miller, Director of Finance

K. **Public Safety Committee Update**

Committee Chair, Michele O'Halloran, Ward 4 will provide an update on items discussed at recent Public Safety Committee Meetings.

Committee Members: Michele O'Halloran, Ward 4 (Chair) and David McGuire, At-large. Staff Liaison: Tim Carter, Police Chief.

L. **Agenda Review**
Staff will provide an overview of the 6:30 p.m. Regular Meeting agenda and provide Town Council an opportunity to raise questions, comments, or requested changes.

Presenter: Judson Rex, Town Manager

M. **Closed Session**

The Town Council will meet in Closed Session to discuss topics allowed under the Virginia Freedom of Information Act.

II. REGULAR MEETING - 6:30 PM

A. INVOCATION.

B. PLEDGE OF ALLEGIANCE.

C. PROCLAMATIONS AND RECOGNITIONS.

D. CITIZEN'S TIME.

E. APPROVAL OF THE AGENDA.

F. PUBLIC HEARINGS.

a. **Ordinance 2026-14: Town Code Amendment Regarding Commercial Refuse Collection Outside the Historic District.**

Town Council will continue discussion on an amendment to Section 8-21 of the Town Code that would discontinue Town-provided refuse collection for commercial properties outside the Historic District. Staff will present updated information in advance of the Public Hearing which will be continued at the Regular Meeting.

Presenter: Lauren Kruck, Project Manager.

b. **A RESOLUTION TO AMEND THE FISCAL YEAR 2027 ADOPTED BUDGET TO APPROPRIATEFUND BALANCE IN THE AMOUNT OF $636,560.00 TO FUND IMPROVEMENTS REQUIRED TO ABATE PROPERTY MAINTENANCE VIOLATIONS ASSOCIATED WITH ENFC-23-73 AT 45 WINCHESTER STREET.** This proposed budget amendment would appropriate fund balance in the amount of $636,560.00 for physical improvements associated with ENFC-23-73 and required to abate property maintenance violations at 45 Winchester Street. Any expenditure or physical work is contingent upon, and shall be undertaken only in accordance with any required court order and other applicable legal process.

c. **FY 2027 Budget Amendment: Appropriation of FY 2026 Carryover Funds.**

Town Council will consider a resolution amending the FY 2027 Adopted Budget to appropriate $34,092,473.01 in unexpended funds carried forward from FY 2026. This annual budget action provides funding authorization to continue ongoing projects and fulfill outstanding purchase order commitments from the prior fiscal year.

Presenters: Stephanie Miller, Director of Finance, and Brooke Campbell, Budget Manager.

G. CONSENT AGENDA.

a. Approval of Town Council Meeting Minutes

The Town Council will consider approval of prepared minutes for the December 9th, 2025, Regular Town Council Meeting & December 30th, 2025, Special Town Council Meeting.
Presenter: Stephen Clough, Town Clerk

b. Consideration of Amusement Device Permit Fee Reimbursement for Warrenton Presbyterian School

Town Council will consider a resolution authorizing reimbursement of $156.61 in amusement device permit and inspection fees paid by Warrenton Presbyterian School for a bounce house used during its October 2, 2026, First Friday fundraising event. The nonprofit organization has requested reimbursement to help offset event expenses.

Presenter: Rob Walton, Director of Community Development.

H. NEW BUSINESS.

a. Town Council Resolution Regarding Committees

Town Council will consider a resolution confirming the Council's role in creating Town committees, appointing their members and the Town's representatives to outside bodies, and directing staff support for them, including designation of the Town's representatives to the Town/County Liaison Committee. The resolution is on the Regular Meeting agenda under New Business.

Presenter: Mr. Judson Rex, Town Manager

b. Memorandum of Agreement with Fauquier County for Use of Town Hall

Staff will present a revised Memorandum of Agreement with Fauquier County providing for continued use of Town Hall at 21 Main Street for County offices and public meetings. The agreement maintains Town ownership and control of the facility and authorizes the Town Manager to execute and administer the agreement on behalf of the Town. This item is placed on the Regular Meeting agenda for consideration by Town Council.

Presenter: Judson Rex, Town Manager.

I. UNFINISHED BUSINESS.

a. **Amendments to the Town's Comprehensive Fiscal Policies: CIP Contingency and Budget Adoption Schedule**

Town Council will consider approval of amendments to the Town's Comprehensive Fiscal Policies to establish a Capital Improvement Program (CIP) Contingency Policy governing the use and authorization of capital project contingency funds and to update the budget adoption procedures to align with the FY 2028 budget calendar, which provides for adoption of the annual budget and tax rates at the same Council meeting.

Presenter: Stephanie Miller, Director of Finance.

J. TOWN ATTORNEY'S REPORT.

K. TOWN MANAGER'S REPORT.

a. **Departmental Quarterly Reports**

Departmental Reports on progress, projects, and problems of the Departments

Presenter: Mr. Judson Rex, Town Manager.

b. **Boards and Committee Appointment Upcoming Vacancies**

Mr. Rex will review upcoming vacancies on Town Boards and Committees and the steps being taken to fill them.

Presenter: Mr. Judson Rex, Town Manager.

L. COUNCILMEMBERS TIME.

M. ADJOURNMENT.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Snow Removal Policies & Procedures
Requested Action:	Understand Procedures & Expectations
Department / Agency Lead:	Public Works
Staff Lead:	John Ward

EXECUTIVE SUMMARY

This Snow Removal presentation is to include but is not limited to: Phases of Deployment, Shifts, Equipment, and Expectations of both Staff and Citizens.

BACKGROUND

During inclement weather our Public Works first responders are deployed. It is our department that ensures roadways are safe, clear, and passable for emergency vehicles, citizens, and visitors, as well. The severity of the storm interprets what plan of action is necessary for our crews to make the roadways safe. Twelve-hour shifts are implemented in severe weather cases. Winter storms place a substantial operational strain on our equipment.

STAFF RECOMMENDATION

Town Staff would recommend citizens to stay alert because weather warnings and snow emergency enforcement be in place.

Service Level/Collaborative Impact

Depends on severity of weather

Policy Direction/Warrenton Plan 2040

The consideration of funding for contractors' support during inclement weather storms.

Fiscal Considerations

Budgetary impacts include overtime, additional supplies, equipment repairs, and contractual support

Legal Considerations

None

ATTACHMENTS

1. Snow Removal Presentation

EXPERIENCE WARRENTON VIRGINIA EST. 1810

TOPIC/SNOW REMOVAL

Town Council Regular Meeting
November 10th, 2026

REPORT OVERVIEW

- The department is responsible for clearing **over 100 lane miles of roadway** during winter weather events.
- **Severe Weather Shift Schedules**
  To ensure continuous coverage during a severe weather event, operations transition into two 12-hour shifts:
- **Day Shift:** 7:00 AM – 7:00 PM
- **Night Shift:** 7:00 PM – 7:00 AM
- **Staffing per Shift:** Each shift is staffed by **8 drivers** operating **8 designated trucks and plows**.
- **Phased Equipment Deployment**
  Equipment utilization changes based on the active storm phase:
- **Phases 1 through 3:** Full deployment of all available trucks, spreaders, and plows to maintain primary roadways.
- **Phase 4:** Drivers transition out of standard trucks to operate heavy machinery, including loaders with plows, backhoes, skid steers, and the John Deere tractor.

- We use approximately 600 tons of salt per winter. This does not include the sand/salt mixture.

SNOW PREPARATION

- October marks the start of winter storm preparations for the Fleet and Public Works Departments, focusing on equipment readiness, route training, and strategic scheduling.
- During this period, teams complete several key tasks:
- **Equipment Prepped:** Technicians clean, test, and tune up all trucks, snowplows, and spreaders to ensure they are service-ready.
- **Materials Stocked:** Crews audit and replenish the inventory of de-icing chemicals and abrasives.
- **Route Rehearsals:** New drivers take their assigned trucks—complete with plows attached—out to memorize and familiarize themselves with their designated routes.
- **Shift Optimization:** The Superintendent and Senior Crew Supervisor finalize the staff and equipment schedules to maximize operational efficiency and coverage.

SNOW PREP PICTURES





SNOW REMOVAL PHASES

PHASE I: Salt Spreader trucks treating and/or pre-treating at the beginning to early stage of the storm (snow or ice). They treat with salt all arterial roads as needed, up to 1½" of accumulation of snow or ice.

PHASE II: When salt is no longer efficient or effective, plow trucks are deployed to their assigned routes. (It is likely during this phase that sanitation routes will be delayed or cancelled as 12-hour shifts are designated and put into effect requiring sanitation staff to fill in on snow routes)

PHASE III: When all arterial roads have been plowed and the storm allows, trucks then will be deployed into subdivisions, side streets and parking lots. At this time, the storm will be evaluated to determine if salt needs to be reapplied or other means of treatment is necessary.

SNOW REMOVAL PHASES

PHASE IV: At this phase it means that it is continuing to snow and our regular equipment is no longer able to keep up with the heavy snow. Small plow trucks will be pulled off, and we will designate all heavy equipment to arterial roads to work as a team of two to maintain and keep the arterial roads passable. (During this phase sanitation crews will be moved into operation positions and will be plowing snow)

After every major storm, (over 8”), all efforts shift to Main St. snow removal. Spreaders are removed from dump trucks, and they are used to haul all snow from Main Street to make it safe and passable.

SNOW REMOVAL PHASES

- In the past, before during or after any storm, the Superintendent or designated person may call on additional rental equipment and or operators if he feels it will be necessary to assist in spreading, plowing or hauling throughout the storm to keep the roadways passable and safe, however, due to budget restraints this provision has been suspended at this time.
- If significant inclement weather occurs having this resource suspended will hinder the efficiency of opening the streets in a timely manner and getting businesses and citizens back to normal routine.

SNOW REMOVAL PICTURES



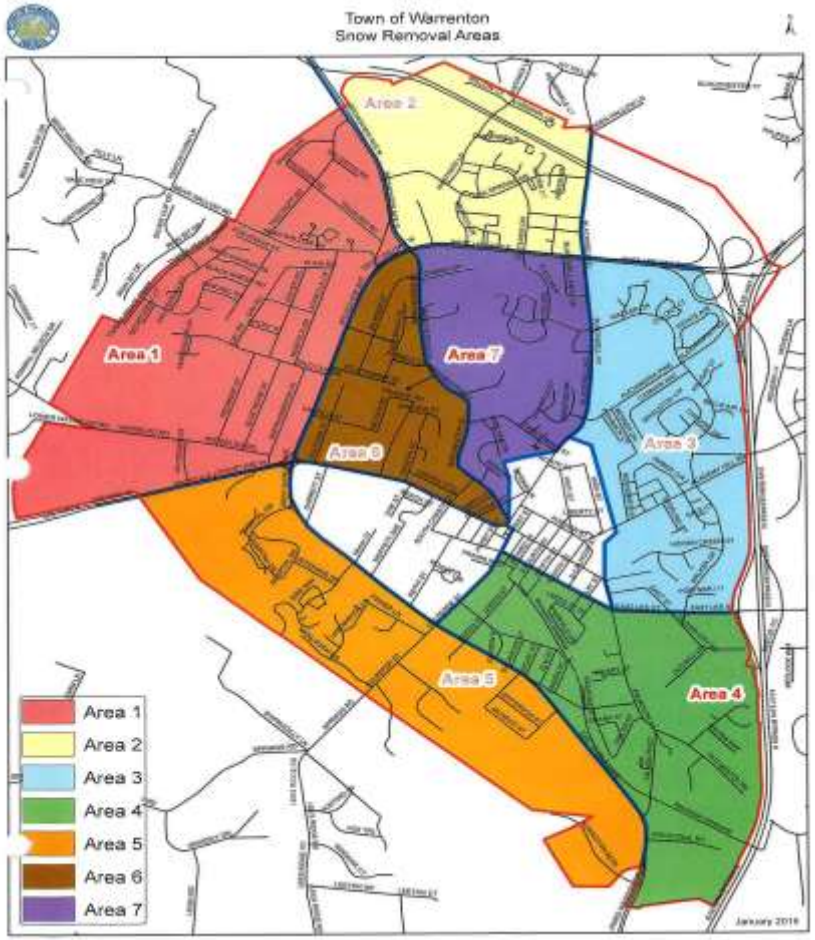


SNOW REMOVAL PICTURES





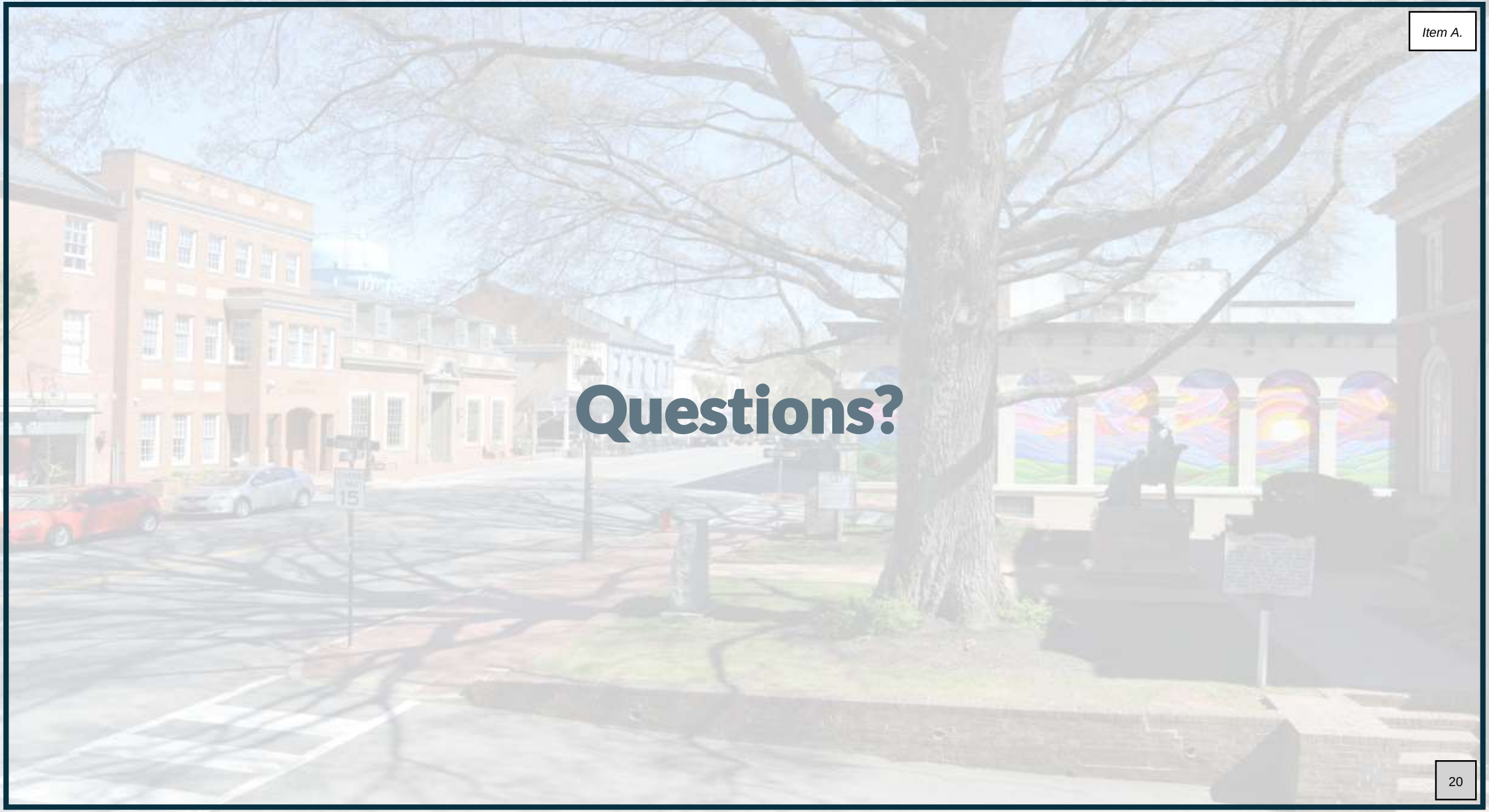
SNOW REMOVAL MAP



- The snow removal areas listed are designed to deploy Town units to remove snow from subdivisions and side streets. The map has 7 areas that are numbered and color coded.
- Each area has the same priority in snow removal. The exception being if a 911 emergency call came in. At that time, the location/street would take high priority to make it accessible and assist emergency vehicles get to destination.
- NOTE: The white area of map is mainly Old Town area. We have one unit specifically designated for that area during snow/ice storms.

TOWN CODE

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



Questions?

Office of the Town Manager
Judson Rex

STAFF REPORT

Warrenton Town Council
Carter Nevill, Mayor
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Paul Mooney, At Large
David McGuire, At Large

Council Meeting Date:	November 10, 2026
Agenda Title:	45 Winchester Street
Requested Action:	No action requested at the work session; a public hearing on appropriating funds for the project is scheduled for the Regular Meeting.
Department / Agency Lead:	Community Development
Staff Lead:	Rob Walton, Director of Community Development

EXECUTIVE SUMMARY

The property located at 45 Winchester Street is subject to a Notice of Violation (NOV) dated November 14, 2023. The NOV worked its way through the appeal process and the Town was ultimately given a Summary Judgement on October 24, 2025. A bid was received to abate the Property Maintenance violations and there is an agenda item asking Town Council to appropriate the funds to move forward with the contractor's bid. Once construction begins, it is anticipated that all work will be completed within approximately 6-9 months. The contractor will need to obtain approval of a Certificate of Appropriateness and any necessary building permits which will be subject to inspections.

Background

The dwelling located at 45 Winchester Street was constructed between 1751-1789. This property has been an important piece of the Historic District and has dilapidated over time due to a lack of property maintenance. A NOV was issued on November 14, 2023, which was appealed multiple times, and the Town of Warrenton was issued a Summary Judgement on October 24, 2025 by the Circuit Court. Staff is requesting that Town Council consider appropriating funds for the bid that was received to abate the violations in the amount of $636,560.00.

STAFF RECOMMENDATION

Staff recommends holding the work session as background for the item on this month's agenda.

Service Level/Collaborative Impact

This work session item is to inform the Town Council and citizens as we move forward with correction a Property Maintenance issue that has been outstanding for years. This is for informational purposes only.

Fiscal Impact

The fiscal impact will be in the form of allocating funds to begin the abatement of Property Maintenance violations on the parcel. Reimbursement is expected by the property owner through invoice payments or property tax liens.

Legal Impact

The Town Attorney has been involved through the Notice of Violation issuance and appeals processes.

ATTACHMENTS

1. Slideshow for 45 Winchester Street

45 Winchester Street

Town Council Work Session

November 10th, 2026

45 Winchester Street
"Britton Hall"





Name: Britton Hall

Architectural Style: Federal/Adamesque

Construction Period: 1751 – 1789

Note: Originally built circa – 1786, altered early 20th century. Birthplace of Dr. William Edmonds Horner (1793-1853), a noted physician and writer of the first American text on pathology.

History

- Britton Hall was constructed in 1786 and is currently in very poor condition.
- The structure contributes to the architectural character of Winchester Street through its scale, materials, and architectural details and is in need of repair and maintenance to ensure its survival.
- This resource falls within the district's period of significance and contributes to the residential character of the district. Although the building does not possess sufficient architectural or historical significance to qualify for individual listing on the National Register, it is a contributing resource to the Warrenton Historic District under Criterion C for architecture.
- Above taken from the Virginia Cultural Resource Information Survey (VCRIS) which is produced by the Virginia Department of Historic Resources.
- The current owner has owned the property since October 2001.

Timeline

- Between 2002 – 2016, multiple permits were applied for. Some were not issued and some were voided due to inactivity. Permits requesting a temporary power pole was issued and inspected in 2011, repair the stairs to apartment #4 was issued and passed inspection in 2012 and occupancy was issued, and a permit for the temporary support of the breezeway was issued and passed inspection in 2012.
- The Town received a property maintenance complaint and a site meeting was held with the owner on October 30, 2023.
- A Notice of Violation was sent on November 14, 2023.
- The owner appealed the NOV to the LBBCA who upheld the Building Official's NOV. The owner was not in attendance.
- The NOV had to be reformatted and re-issued on March 7, 2024. The LBBCA again upheld the Building Official's NOV on March 27, 2024. This decision was appealed to the State Technical Review Board on September 20, 2024. The Building Official's NOV was upheld by the State.
- Continued…….

Timeline Continued

- The State Technical Review Board's decision was appealed to the Circuit Court on July 2, 2025. A Settlement Agreement was signed and entered.
- The Agreement was breached on August 4, 2025 due to inactivity. The COA was not submitted by the agreed upon date.
- The Circuit Court hearing was held on October 24, 2025 and a Summary Judgement was received.
- A mandatory pre-bid meeting was held on July 27, 2026 at the property (45 Winchester Street) where two contractors attended.
- One bid received on August 24, 2026 in the amount of $636,560.

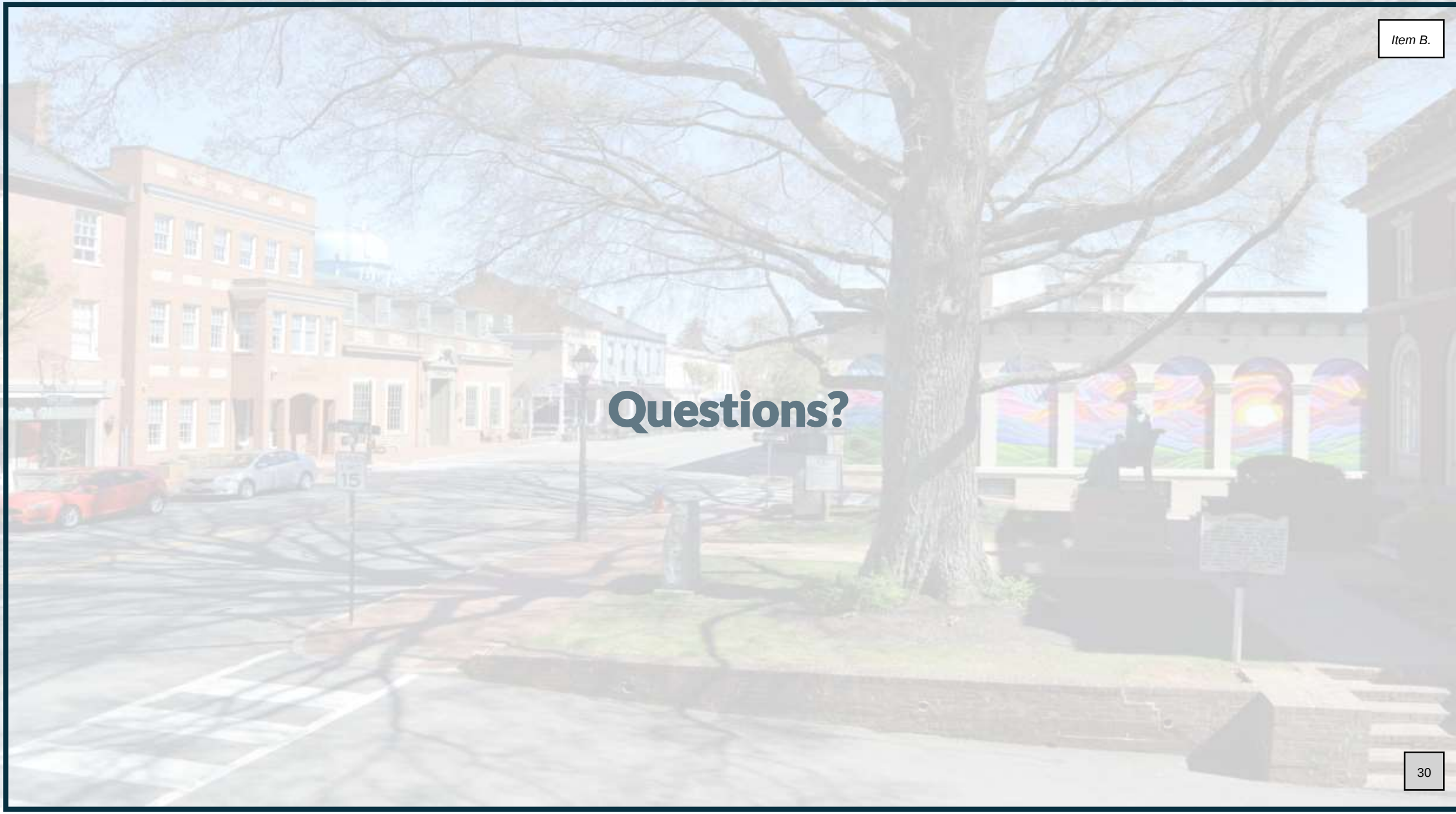
Moving Forward

- The Town received a bid to abate the Property Maintenance violations. Should Town Council appropriate funds tonight, the bid can be awarded and steps to abate the violations can proceed.
  - Certificate of Appropriateness (COA) review.
  - Review of Building Permits and Inspections throughout the construction process.
  - Building improvements by contractor (approximately 6 months).
  - Invoices sent to the property owner for reimbursement.
  - A lien will be placed on the property to collect the costs associated with the improvements.

Current Condition







Questions?

Office of the Town Manager
Judson Rex

STAFF REPORT

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Paul Mooney, At Large
David McGuire, At Large

Council Meeting Date:	Tuesday, November 10th , 2026
Agenda Title:	Ordinance 2026-14: Town Code Amendment Regarding Commercial Refuse Collection Outside the Historic District.
Requested Action:	Consider Ordinance 2026-14 regarding commercial refuse collection
Department / Agency Lead:	Interdepartmental effort – Public Works, Town Managers Office, etc
Staff Lead:	Lauren Kruck

EXECUTIVE SUMMARY

In October 2026, staff presented Town Council with proposed new language to Section 8-21 of the Town Code, which currently provides an exception to the Town's commercial trash collection restrictions for "standalone professional services businesses." The new language removes this exception, clarifying that businesses within the historic district will receive trash pickup, but businesses and apartment buildings outside of the historic district will not.

The proposed amendment would read as follows:

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. Town collection within the Historic District shall be subject to the terms and conditions of the Town's agreement with the County for use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

At the October 13, 2026 meeting, Town Council voted to table and hold open a public hearing on the proposed amendment to Section 8-21 of the Town Code. The proposed amendment is intended to establish a consistent and clearly defined standard for municipal refuse collection while allowing the Town to better manage available Public Works resources.

BACKGROUND

In May 2021, Chapter 8 of the Town Code was amended to establish different garbage and trash collection requirements inside and outside of the Historic District.

Under the current language of Section 8-21, the Town provides garbage and trash collection to dwellings, commercial properties within the Historic District, and "standalone professional services businesses." It specifies that apartment houses, restaurants, hotels, commercial houses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular Town trash collection.

At the September 2026 Town Council meeting, staff presented this issue and requested direction regarding the exception made for standalone Professional Services Businesses. Staff recommended and Town Council provided direction to remove the exception.

Staff continues to recommend that the exception allowing for municipal trash pickup of standalone professional services businesses be removed. This approach provides a more clear and consistent standard for determining which properties are eligible for municipal collection.

Indeed, the proposed amendment would maintain Town garbage and trash collection for properties within the Historic District, provided the garbage and trash was generated on the property being served. Outside of the Historic District, municipal collection would be limited to residential dwellings, not including apartment houses. Under the proposed language, all commercial businesses and other commercial properties outside of the Historic District would be responsible for arranging and paying for their own garbage and trash collection.

At the October council meeting, Town Council held a public hearing and requested more information from staff regarding the current status and history of trash collection. The following figures and documents have since been compiled:

- An estimated 1,087 housing units coming up between FY27-FY30, with an estimate of 627 new units for trash collection possible.
- A document showing the tonnage of trash picked up by the Town and taken to the landfill over the past 8 years, along with the tipping fee waiver amounts from Fauquier County (attached).
- The number of total locations receiving municipal trash pickup, which is approximately 3,777. This is the estimated total number of stops currently.
- The estimated cost of service per stop, which is $178.09 per year, or $14.84 per month. This figure includes personnel costs only, and does not take into account asset replacement costs, fuel, and repairs.
- A list of all licensed businesses in the Town (833).
    - Subtracting the 109 commercial businesses the Town collects from outside the historic district and the businesses located within the Historic District, the total is approximately 541 businesses that do not

receive municipal trash services. Many of these 541 businesses are brick and mortar businesses, stores, and restaurants that pay for private trash services, while others may be home-based businesses that are not open to the public and include their business trash within their residential pickup.

STAFF RECOMMENDATION

Staff recommends that Town Council hold the scheduled public hearing and, following the public hearing, approve the proposed amendment to Section 8-21 of the Town Code to establish that, outside of the Historic District, Town garbage and trash collection is limited to residential dwellings, not including apartment houses.

Service Level/Collaborative Impact

There are currently approximately 109 businesses outside of the Historic District that receive garbage collection from the Town.

Removing the "standalone professional services businesses" exception would establish a consistent standard for commercial properties outside of the Historic District and eliminate the need for staff to determine whether an individual business qualifies as a "standalone professional services business." If the proposed amendment is adopted, affected businesses will be notified of the change and provided information regarding private trash collection services operating within the Warrenton area. Businesses will also be responsible for ensuring that their waste collection arrangements comply with applicable Town zoning and property requirements, including requirements for dumpsters, dumpster pads, and enclosures where applicable.

For Public Works, eliminating commercial collection outside of the Historic District would reduce approximately 66 stops from municipal refuse collection routes. The reduction in commercial stops will provide Public Works staff with additional capacity for other ongoing Public Works projects and future residential collection needs.

Policy Direction/Warrenton Plan 2040

The proposed amendment is consistent with the following Warrenton Plan 2040 policies:

CF-1: "Serve as the central inviting public service center for Town and County residents with a proportionate share of community services provided by other governments, including a fair and reasonable balance in funding sources for community facilities."

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."

Fiscal Impact

The proposed amendment will shift the responsibility for garbage and trash collection from the Town to affected commercial properties located outside of the Historic District. Affected businesses will be responsible for contracting with private waste collection providers and ensuring compliance with applicable Town requirements. Depending on the property, this may include the installation or modification of dumpster pads, fencing, and enclosures, as well as the cost of dumpsters and private collection services.

The proposed amendment is not expected to result in an immediate reduction in the Town's fixed operating expenses, including personnel and equipment costs. However, reducing the number of commercial collection stops is expected to decrease demand on municipal refuse collection routes and may reduce variable operating expenses associated with fuel, vehicle maintenance, and waste disposal.

The reduction in commercial collection responsibilities would also provide additional capacity within the existing Public Works workforce and equipment resources to accommodate future residential growth and other departmental responsibilities.

Legal Impact

The verbiage of the proposed amendment has been reviewed and approved by Mr. Strothers.

ATTACHMENTS

1. Town Code – Ch. 8
2. Proposed edits to Town Code – Ch. 8
3. Tipping fees waived and tonnage of trash taken to landfill, FY18-FY26

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.

(Code 1981, § 7-5; Ord. of 5-11-21(1))

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds

the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. The Historic District is a defined, compact, mixed-use service area with collection service needs distinct from those in other areas of the Town. The Town's Historic District collection classification is based on those service characteristics and not on the identity of a property owner.

Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes), commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. Town collection within the Historic District shall be subject to the terms and conditions of the Town's agreement with the County for use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

10/13/26
Town Council
Regular Meeting
Ordinance 2026-14

ORDINANCE2026-14
AN ORDINANCE TO APPROVE A TOWN CODE TEXT AMENDMENT TO CHAPTER 8 GARBAGE, TRASH AND WEEDS, ARTICLE II. COLLECTION, SECTION 8-21 TO REMOVE THE COMMERCIAL REFUSE COLLECTION EXCEPTION FOR STANDALONE PROFESSIONAL SERVICES BUSINESSES EFFECTIVE JANUARY 1, 2027.

WHEREAS, the Town of Warrenton proposes to update the Town Code by amending Chapter 8, Section 8-21; and

WHEREAS, the current language of Section 8-21 provides an exception to the Town's commercial trash collection restrictions for "standalone professional services businesses," a term that is not defined in either the Town Code or the Zoning Code; and

WHEREAS, removing this exception establishes a clear and consistent standard between properties eligible for municipal collection and commercial properties outside the Historic District that must obtain private waste collection services; and

WHEREAS, the Town Council has determined that the fiscal responsibility and general welfare of the public warrant this amendment; and

WHEREAS, the Town of Warrenton Town Council held a Work Session on the proposed amendment on September 8, 2026; and

WHEREAS, on October 13, 2026, the Town of Warrenton Town Council held a public hearing and considered written and oral testimony on the proposed text amendment;

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Warrenton this 13th day of October 2026, That the Town Council Hereby approves the following text amendment to Chapter 8, Article II of the Town Code.
ATTATCHMENT:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
For Information:

ATTEST: _____
Town Recorder

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. The Historic District is a defined, compact, mixed-use service area with collection service needs distinct from those in other areas of the Town. The Town's Historic District collection classification is based on those service characteristics and not on the identity of a property owner.

Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

	Tipping fees waived	Tonnage actually deposited
FY18	$ 200,000.00	3,665.35 tons
FY19	$ 200,000.00	3,708 tons
FY20	$ 200,000.00	3,908 tons
FY21	$ 200,000.00	3,924 tons
FY22	$ 208,600.00	3,697 tons
FY23	$ 231,530.00	3,731 tons
FY24	$ 224,000.00	3,684 tons
FY25	$ 233,600.00	3,728 tons
FY26	$ 244,200.00	3,721.5 tons
FY27	$ 250,000.00	

Projects:

Warrenton Crossing – 135 detached dwellings **(Public Streets/Trash Collection)**
Waterloo Junction – 47 townhomes **(Trash Collection)**
Old Alexandria Knolls – 8 detached dwellings **(Public Streets/Trash Collection)**
Winchester Chase Ph. 2 – 33 detached dwellings **(Public Streets/Trash Collection)**
Cobb's Hill/Benner Property – 55 detached dwellings total **(Public Streets/Trash Collection)**
Academy Hill (Ville Nova) – 17 detached dwellings **(Public Streets/Trash Collection)**
Warrenton Village Center – 320 apartments, 34 two-over-two's, 32 townhomes **(Possible Townhouse Trash Collection – 66 Units)**
Hero's Bridge – 22 duplex units (44 dwellings total)
Waterloo/Garrett Street – 5 detached dwellings **(Public Streets/Trash Collection)**
Warrenton Crossing 2 (Daniels Property) – 8 detached dwellings **(Public Streets/Trash Collection)**
Landbay "E" Walker Drive – 39 apartments **(No Trash Collection)**
320 Culpeper – 2 detached dwellings **(Trash Collection)**
Arrington – 270 dwellings, 15 room hotel, 25 acres commercial **(Public Streets/Trash Collection)**

FY27

70 detached (1/2 Warrenton Crossing) **(Public Streets/Trash Collection)**
8 detached (Old Alexandria Knolls) **(Public Streets/Trash Collection)**
47 townhomes (Waterloo Junction) **(28 Townhomes w/ Public Street Frontage/Trash Collection)**
23 detached (Tiffany Estates) **(No Trash Collection)**
8 detached (1/2 Ville Nova) **(Public Streets/Trash Collection)**
5 detached (Waterloo/Garrett) **(Public Streets/Trash Collection)**
65 detached (1/2 Warrenton Crossing) **(Public Streets/Trash Collection)**
9 detached (1/2 Ville Nova) **(Public Streets/Trash Collection)**
Total – 235 dwellings (193 Units Trash Collection)

FY28

2 detached (320 Culpeper) **(Trash Collection)**
8 detached (Warrenton Crossing 2) **(Public Streets/Trash Collection)**
55 detached (Cobb's Hill/Benner) **(Public Streets/Trash Collection)**
33 detached (Winchester Chase Ph. 2) **(Public Streets/Trash Collection)**
44 attached (Hero's Bridge)
Total – 142 dwellings (98 Units Trash Collection)

FY29

320 apartments, 34 two-over-two's, 32 townhomes – (Warrenton Village Center)
(Possible 66 Units – Trash Collection)
39 apartments – (Landbay "E" Walker Drive)
135 dwellings – (Arrington) **(Public Streets/Trash Collection)**
Total – 560 dwellings (Possible 201 Units – Trash Collection)

FY30

135 dwellings – (Arrington) **(Public Streets/Trash Collection)**
15 hotel units – (Arrington) **(Public Streets)**
Total – 150 dwellings (135 Units – Trash Collection)

Public Streets – Town provides street maintenance and trash service once streets are accepted.

627 New Units for Trash Collection Possible.

Commercial Refuse Pickup

Town Council Regular Meeting
November 10th, 2026

Commercial Refuse Pickup – Current Code

- As discussed in the September & October work sessions, Chapter 8 of Town Code specifies which structures in the Town of Warrenton were eligible for municipal trash collection and which must obtain private services. Sec 8-21 currently states:
- *Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes), commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.*

Commercial Refuse Pickup – Proposed Code

- In October, the following new language was proposed:

  Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. The Historic District is a defined, compact, mixed-use service area with collection service needs distinct from those in other areas of the Town. The Town's Historic District collection classification is based on those service characteristics and not on the identity of a property owner. Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.

  Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

  Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

Commercial Refuse Pickup – Project Status

- Progress so far:
  - Generated a list of all commercial properties that receive trash pickup.
  - Clarified which of these properties lay within the Historic District.
  - Estimated the trash output of the businesses outside of the historic district.
  - Proposed new language for Town Code to clarify which businesses receive pickup, removing the "standalone professional services businesses" exception.
- Steps taken since the October council meeting:
  - Estimated the future housing developments that will require Town trash removal services: An estimated 1,087 housing units coming up between FY27-FY30, with an estimate of 627 new units for trash collection possible.
  - Compiled the tonnage of trash picked up by the Town and taken to the landfill over the past 8 years.
  - Established the number of locations receiving pickup (3,777), and estimated the cost per resident/business stop: $178.09 annually. This figure includes personnel only, and does not take into account asset replacement costs, fuel, or repairs.
  - Created list of all licensed businesses in the Town (833).
    - Without the 109 "professional services businesses," and the businesses located within the Historic District, the total is approx. 541 businesses that already pay for private trash services or are home-based businesses whose trash goes into residential pickup.
  - Explored potential ways of managing trash pickup in the future, including a limit on pickup amounts, reduction of services to once weekly, or the addition of an additional crew.

Commercial Refuse Pickup – the numbers

- 109 commercial businesses outside of the Historic District currently receive municipal trash services – 61 unique addresses.
  - These produce roughly 350-400 cans of trash per week.
    - This is approx. 1500 cans per month, 1,800 per year.
    - Some put out bags, not cans. Estimating 4 bags = 1 can.
  - If municipal trash services to these 109 ceased, 49 total businesses would likely need a dumpster. However, these dumpsters could be used by multiple adjacent businesses--potentially 16 dumpster locations/unique addresses.
  - Amounts picked up vary dramatically – from 1 can weekly to 60 cans weekly per business.
    - Approx 70% of the businesses generate 4 cans or less per week.
    - However, a few of these businesses produce a majority of the overall trash, some with 40, 50, or 60 cans per week.







Weekly volume	Collection points	Percentage
1–2 cans	24	39.3%
3–4 cans	19	31.1%
5–8 cans	8	13.1%
9+ cans	10	16.4%
Total	61	100%

Estimating 1 can = 4 bags of trash

Commercial Refuse Pickup – the people

- 6 sanitation workers for trash – 2 crews, 3 staff in each (number of staff doing trash pickup has remained steady over the decades)
- 13 staff needed to do recycling on Wed- extra staff pulled from other crews.







Other Considerations

- **Cost of Service - $178.09 per year, or $14.84 per month, per stop.**
- **Alternative: Limited Commercial Collection**
  - Difficult to establish clear, defensible eligibility criteria in Town Code.
  - Actual refuse volumes vary by collection day, creating challenges with limits and customer expectations.
  - Businesses currently using private collection may qualify and request Town service, creating unknown additional demand.
- **Landfill/Transfer Station Restrictions**
  - No formal agreement with Fauquier County; annual tipping fee waiver specifies “Residential Waste.”
  - Town's annual disposal limit (with no additional tipping fees) is 4,000 tons, projected to be reached in the next 2 to 3 years.

Other Considerations

- Collection data…





Fiscal Year	Amount (tons)
2018	3,665
2019	3,708
2020	3,908
2021	3,924
2022	3,697
2023	3,731
2024	3,684
2025	3,728
2026	3,722

Future of Residential Collection

Tonnage Collected Has Been Steady

1,000+ Units in the Pipeline

627 w/trash collection

New Development = New Collection Approach

Additional Research / Vetting Needed



Questions?

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Nonprofit Organization Fee Policy
Requested Action:	Consider Possible Policy Changes
Department / Agency Lead:	Community Development
Staff Lead:	Rob Walton, Director of Community Development

EXECUTIVE SUMMARY

The Town occasionally receives requests from non-profit organizations for fee reimbursements, or waivers, as part of applications associated with Community Development. For that reason, staff would like input from Town Council on whether fee reimbursements, or waivers associated with amusement devices (including inspections), could be an administrative approval when meeting certain criteria, or, consider a discount for certain permit and inspection applications instead. The applications to be considered include amusement device permits, associated inspection fees, and building permits. Considerations such as non-profit status, amount of the requested reimbursement or waiver, and fees, amount of fees waived, or amount of reimbursed fees in the past, and associated after-hour inspections that will be required with the application. These items can be considered when drafting the Town Code update if desired. If discounted fees are desired, a revision to the fee schedule may also be necessary.

Background

Non-profit organizations are an important part of the community. They sometimes provide educational and physical health opportunities for children at no, or low, cost for families. Fauquier County currently allows the County Administrator to waive fees associated with applications by non-profit organizations upon request on a case-by-case basis. Staff is reaching out to Town Council to gauge their interest to see if there is an appetite to allow an administrative approval process to re-imburse, or waive, fees for non-profit organizations or to revise the fee schedule to allow a discount on application fees associated with non-profit organizations. The fees that could be eligible include amusement device permits, associated inspections, and building permits.

STAFF RECOMMENDATION

Staff recommends considering the request and directing staff to draft an amendment to the Town Code, and possibly the fee schedule, related to discounting, reimbursing, or waiving, fees associated with applications from non-profit organizations.

Service Level/Collaborative Impact

Non-profit organizations provide a valuable service to the community and allow them to maintain more of their funds raised towards their service to the community.

Fiscal Impact

Application fees involve staff time and in some instances a Virginia levy fee (2%). Town Council should consider a reimbursement, or fee waiver, structure that does not waive the 2% Virginia levy fee. The levy fee is required to be paid to the State regardless of the fees being reimbursed or waived for the applicant.

Legal Impact

There is no legal impact associated with the work session for consideration.

ATTACHMENTS

There are no attachments.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Memorandum of Agreement with Fauquier County for Use of Town Hall
Requested Action:	Approve the Memorandum of Agreement and authorize the Town Manager to execute and administer the agreement
Department / Agency Lead:	Town Manager's Office
Staff Lead:	Judson Rex, Town Manager

EXECUTIVE SUMMARY

The Town and Fauquier County have maintained a successful shared-use arrangement at Town Hall, 21 Main Street, under a Memorandum of Agreement executed in November 2024. The County has used the Council Chambers for meetings of the Board of Supervisors and has maintained office space for County Economic Development staff. The proposed revised Memorandum of Agreement continues this partnership in a simpler, more flexible format as the County reorganizes facilities following the sale of the Warren Green building. It expressly accommodates Board of Supervisors and Planning Commission meetings, as well as other County boards, commissions, staff, or public functions as mutually coordinated. The revised agreement also establishes designated meeting dates for County priority use of certain shared spaces and provides for an initial three-year term, with automatic one-year renewals.

BACKGROUND

The existing arrangement was established to make productive use of available space at Town Hall while supporting intergovernmental cooperation and public access to local government. Since the agreement was executed in November 2024, the County's use of the facility has worked well. County staff and officials have coordinated effectively with Town staff, and the County has taken good care of Town Hall during its use.

With the County currently realigning its facilities after the sale of the Warren Green building and in anticipation of the future construction of a new facility, the County has requested continued access to Town Hall for public meetings. In addition to the Board of Supervisors, the revised agreement specifically anticipates Planning Commission meetings and preserves flexibility for other County public meetings or governmental functions when needed and mutually coordinated.

The revised MOA intentionally establishes the principal framework rather than attempting to prescribe every operational detail. The Town retains ownership and control of Town Hall and generally maintains priority use of shared spaces, subject to designated County meeting dates established in the agreement. The Town Manager and County Administrator, or their designees, may develop and revise administrative procedures for scheduling, building access, room setup, technology, security, storage, vendor access,

emergency procedures, and other day-to-day matters, provided those procedures do not materially alter the principal rights or obligations of either party.

STAFF RECOMMENDATION

Staff recommends that Town Council approve the revised Memorandum of Agreement with Fauquier County and authorize the Town Manager to execute and administer the agreement on behalf of the Town.

Service Level/Collaborative Impact

The agreement supports continuity of public meetings for Fauquier County while making efficient use of an existing public facility. It also continues a cooperative Town-County relationship that has operated successfully under the current arrangement.

Policy Direction/Warrenton Plan 2040

The proposed agreement is consistent with the Town's broader emphasis on collaboration, efficient use of public resources, and accessible local government. No change to Town Hall's ownership, designation, or primary function is proposed.

Fiscal Considerations

The MOA does not establish rental payments between the parties. The Town remains responsible for ordinary building operations, maintenance, and repairs, while each party generally bears its own costs associated with the agreement. The County is responsible for damage resulting from its use, excluding ordinary wear and tear, and for equipment or improvements installed primarily for County use unless otherwise agreed in writing.

Legal Considerations

The revised MOA provides that Town Hall remains under Town ownership and control; establishes authorized County uses and shared-space expectations; addresses care of the facility, alterations, insurance, liability, term, and termination; and authorizes staff-level administrative procedures for operational matters. The agreement becomes effective upon approval by the governing bodies and execution by the Town Manager and County Administrator. The Town Attorney has reviewed the proposed agreement.

ATTACHMENTS

1. Proposed Memorandum of Agreement between the Town of Warrenton and Fauquier County
2. Existing Memorandum of Agreement between the Town of Warrenton and Fauquier County

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF WARRENTON AND
FAUQUIER COUNTY**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of the 25 day of NOVEMBER, 2024, by the Town of Warrenton (hereinafter referred to as the "Town") and Fauquier County, each a "Party" to this MOA and collectively the "Parties."

WHEREAS, the Town is the property owner of 21 Main St, known as Town Hall, and desires to retain that designation; and

WHEREAS, the Town desires to develop a partnership that will take full advantage of the benefits of the property while providing a location for Fauquier County BOS Meetings and office space for County Economic Development Staff; and

WHEREAS, the Town desires a mutually beneficial agreement to utilize available space while providing a valuable service to the community; and

WHEREAS, Fauquier County is willing and able to provide to the Town on-site assistance with scheduling and management of the property that supports the economic vitality, sustainability, and historic preservation of Old Town Warrenton while providing additional meeting space; and

NOW THEREFORE, the Parties agree as follows:

1. **Introduction**: The County shall work in conjunction with the Town to assist with scheduling, coordination, and use of the facility.

2. **Scheduling and Coordination**: The County agrees to develop a schedule for their intended use of the shared spaces. This schedule shall be created in good faith consultation with a designated representative of the Town staff, appointed by the Town Manager, and formalized in a written agreement signed by both parties. This written agreement shall specify the days, times, and duration of the County's authorized use of

the shared spaces and will be considered an addendum to this MOA. The violation of the agreed-upon schedule by the County shall constitute a breach of this MOA and may subject the County to terms listed in section eleven (11). The Town retains the right to override the schedule due to an emergency or other events outside of the Town's control.

3. **Exclusive use**: The County shall only have exclusive use to the offices on the first floor. Additional spaces utilized by the County are shared and the Town retains the right to utilize shared spaces based on Town needs.

4. **Access Control**: The Town will grant access to all exclusive and shared use areas as indicated on the attached floor plans. Access will also be granted to areas designated as shelter in place or other emergency areas. Any requests outside of these areas will be evaluated and shall be submitted to the Town at least 5 business days prior to access needed. The County shall supply a list of all approved employees who may have access to the exclusive and shared areas. The Town will grant access to all Sheriff's Office and Fire Rescue System personnel on request. Any Sheriff's Office or Fire Rescue System request shall be processed through the Sheriff or Fire Chief, respectively.

5. **Priority Use**: The Town shall retain priority use rights to the shared space within 21 Main Street at any time. Priority use refers to the right of the Town and/or third parties with the Town's permission to occupy or utilize the designated areas/amenities/facilities before or to the exclusion of other users, subject to any limitations outlined in this MOA. The Town will provide advanced notice of such priority use when it would conflict with a date on the County's schedule.

6. **Maintenance and Repair**: The Town shall be responsible for all routine maintenance and repair of the Property. The County shall be responsible for the maintenance and repair of any damage to the Property caused by its use of the spaces. The County shall not perform any interior or exterior modifications, improvements, alterations, sign installations, or changes without prior written approval from the Town. This shall include drilling, screwing, hammering, or fastening any object to the trim, walls, or wall coverings without written approval from the Town. Any signage requests must be discussed and approved by the Town prior to any proposed installation.

7. **Shared Facility Space**:

    a. The County shall:
        i. Ensure that all shared space is vacated, cleaned, and ready for Town usage by the end of the scheduled use. This shall include ensuring all shared facility assets are returned to their assigned locations and the space has been returned to the condition it was received in.
        ii. Have access and use of office space, "chambers" meeting space on the main floor, and the Willow Room on the third floor; will have access to meeting rooms for monthly meetings and other meetings as may be

coordinated throughout the year with Town Facilities staff.

iii. Have access to and use of the breakroom and kitchen on the first floor, and the "lounge" on the third floor during meeting times.
iv. Maintain the area as per the standards set forth within this MOA outlined by the Town Facilities Manager.
v. Use of tables and chairs for meetings is permitted and all items used must be maintained in good working order and replaced to the appropriate storage area when done.
vi. Any room used must be left in the condition of which it was found.
vii. Use of Town equipment and furniture for any reason must be left in the condition as it was found; if any damage or operational issues occur it must be documented and forwarded to Town Staff immediately for repair and to identify responsibility for repairs.
viii. Any equipment, furniture, or other items damaged by County use will be paid for by the County.

b. The Town shall:
   i. Provide the office and storage space as outlined in this MOA.
   ii. Provide locked storage space for County I.T. technology and A/V equipment
   iii. Provide access to the building as outlined in this MOA.
   iv. Commit to developing and maintaining a working relationship with the County and the County Economic Development Staff.
   v. Provide such non-monetary support as it deems beneficial to the County from time to time.
   vi. Provide regular feedback to the County and County Economic Development on the performance and progress of this MOA through quarterly meetings with a member of staff.
   vii. Provide network infrastructure in the form of fiber and copper cabling to support County installed network, computer and A/V equipment. If cabling is needed it will be installed by the County and maintained by the County.

8. Shared Facility Assets:

A. **Assets:** The Town will allow the County to utilize all common area tables and chairs. In addition, the Town will allow access and use of overflow chairs located in the basement storage area.
B. **Operation**: The County shall ensure that staff setting up the assets are adequately trained. This includes familiarity with the asset's functionality and adherence to any manufacturer's guidelines provided by the Town.
C. Asset Damage: In the event of asset damage, the County must notify the Town as soon as possible. This notification should include documentation of the damaged assets, the assumed cause (e.g., damage, intentional or not; normal wear and tear, etc.), and any immediate actions taken.

9. **Audiovisual (AV) Systems**
    a. **Design and Configuration**: The design and configuration of the AV systems within the shared spaces shall be handled exclusively by the Town. The County's operation of AV equipment shall be limited to actions necessary to produce a meeting. Any requests for backend changes, upgrades, or other modifications must be communicated to the Town for consideration.
    b. **Operation**: The County shall ensure that staff operating the AV equipment are adequately trained. This includes familiarity with the equipment's functionality and adherence to any operational guidelines provided by the Town.
    c. **Equipment Failure**: In the event of equipment failure, the County must notify the Town as soon as possible. This notification should include documentation of the faulty equipment, the assumed cause (e.g., damage, intentional or not; regular equipment failure, etc.), and any immediate actions taken.
    d. **Vendor Communication**: The Town will communicate any anticipated system downtime or configuration changes that may impact County operations. The Town will also coordinate with its vendors for troubleshooting, configuration, or upgrades that are beyond the typical responsibilities of the Town's AV Specialist. The County shall not permit any third parties to access the AV systems for these purposes or any other without the express written consent of the Town representatives.

10. **Insurance**: The County shall maintain general liability insurance and property insurance in amounts satisfactory to the Town, naming the Town as an additional insured party.

11. **Term and Termination**: This MOA shall have an initial term of one year, commencing on the date of execution. This MOA may be renewed for additional terms upon the mutual agreement of the parties. This MOA may be terminated by either party upon 60 calendar days' written notice to the other party. The Town may terminate this MOA immediately upon the County's breach of any of its obligations hereunder. Any modifications that are made, with prior approval from the Town, shall be returned to their original condition as noted in the pre-inspection process.

12. **Indemnification**: Only to the extent permissible under Virginia law, the County agrees to indemnify and hold harmless the Town from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees if awarded by a Court of competent jurisdiction) arising out of or related to the County's use of the Property.

13. **Entire Agreement**: This MOA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

14. **Governing Law**: This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. **Notices:** Notices required hereunder shall be valid upon receipt when delivered by hand or by First Class US Mail, certified, return receipt requested, addressed as follows:

If to Town:

Frank Cassidy, Town Manager

21 Main Street

Warrenton, Virginia 20186

If to County:

Janelle J. Downes, County Administrator

10 Hotel Street

Warrenton, Virginia 20186

IN WITNESS WHEREOF, the Parties have made and executed this Agreement to be effective, as of the day and year first above written.

APPROVED AS TO
FORM AND
LEGALITY:

Town Attorney

TOWN OF WARRENTON, VIRGINIA, a Virginia municipal corporation.

By: _____
Town Manager

By: _____
Mayor

Approved as to form:

County Attorney

Fauquier County Administrator

By: _____
County Administrator

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF WARRENTON AND
FAUQUIER COUNTY**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of the _____ day of _____, 2026, by and between the Town of Warrenton, Virginia (the "Town"), and Fauquier County, Virginia (the "County"). The Town and County may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Town owns the property located at 21 Main Street, Warrenton, Virginia, commonly known as Town Hall (the "Property");

WHEREAS, the Town and County are political subdivisions of the Commonwealth of Virginia authorized to cooperate in the provision of governmental services and the use of public facilities pursuant to applicable Virginia law, including Virginia Code §§ 15.2-1300 and 15.2-1800; and

WHEREAS, the Parties desire to continue a mutually beneficial arrangement under which the County may use portions of the Property for County offices, public meetings, and related governmental purposes while the Property remains Town Hall and under the Town's ownership and control; and

WHEREAS, the Parties intend for this MOA to establish the principal terms of their arrangement while authorizing Town and County staff to coordinate the day-to-day operational details of shared use.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose and Authorized Use

The Town authorizes the County to use designated portions of the Property for County governmental purposes, including office space for County Economic Development staff and space for meetings of the Board of Supervisors, Planning Commission, and other County boards, commissions, staff, or public functions as mutually coordinated. The County shall use the Property only for lawful governmental purposes consistent with this MOA.

2. Designated and Shared Spaces

The County shall have exclusive use of the first-floor office space designated by the Town in a written floor plan or room list approved by the Town and provided to the County before the County takes exclusive occupancy; that designation shall identify the offices subject to exclusive

use. Meeting rooms, common areas, kitchen and break areas, lounges, storage areas, and other spaces made available to the County shall remain shared spaces. The Town retains ownership and control of the Property and priority use of all shared spaces, except that – subject to Section 3 below – the County shall have priority use of (i) the meeting spaces on the ground floor and third floor (Willow Room and adjacent break area) of the Property on the second Thursday of each month, and (ii) the meeting space on the ground floor of the Property on the third Thursday of each month, both from 8:00 am until the conclusion of the associated public meetings. Exhibit A outlines the areas contemplated for use by the County, and Town and County staff may maintain floor plans or other administrative documents clarifying the spaces available for County use without amending this MOA, provided such documents do not materially change the rights and obligations established herein.

3. Scheduling, Access, and Coordination

Town and County staff shall coordinate the County's use of shared spaces, building access, security, scheduling, and related operational matters. The County will provide the Town with reasonable advance notice of recurring and special meeting needs, and the Parties will work cooperatively to avoid scheduling conflicts. The Town may modify or preempt scheduled use when reasonably necessary for Town operations, emergencies, building conditions, or other circumstances outside the Town's control, with as much advance notice to the County as practicable.

4. Facility Operations and Care

The Town shall remain responsible for ordinary building operations, routine maintenance, and repair of the Property. The County shall use the Property and Town-owned furniture, equipment, and other assets with reasonable care; leave shared spaces in substantially the condition received; promptly report damage or operational issues; and be responsible for the reasonable cost of repairing damage caused by the County, its employees, agents, contractors, or invitees, excluding ordinary wear and tear.

5. Alterations, Technology, and Vendor Work

No physical alteration, installation, signage, cabling, network connection, audiovisual modification, electrical work, wall penetration, or other change to the Property may be made without the Town's prior written approval. The Parties' staff shall coordinate the design, installation, operation, security, maintenance, and vendor access associated with County technology and audiovisual needs. Any approved work shall comply with applicable law and Town safety, facilities, information technology, environmental, and security requirements. Unless otherwise agreed in writing by the Parties' designated staff, the County shall be responsible for the cost and management of equipment or improvements installed primarily for County use.

6. Operational Procedures

The Town Manager and County Administrator, or their respective designees, are authorized to develop and revise written administrative procedures necessary to implement this MOA, including procedures concerning schedules, access credentials, room setup, storage, furniture, audiovisual systems, information technology, guest Wi-Fi, vendor access, emergency

procedures, and points of contact. Such procedures are intended to address operational details and may be modified by mutual staff agreement without formal amendment of this MOA, provided they do not materially alter the principal rights, financial obligations, term, or liability provisions of this MOA.

7. Costs and Support

Except as otherwise expressly provided in this MOA or agreed in writing by authorized representatives of the Parties, each Party shall bear its own costs associated with its activities under this MOA. The Town may provide reasonable non-monetary support and existing building infrastructure for County use as available and as determined appropriate by the Town.

8. Insurance

The County shall maintain general liability insurance, or equivalent governmental risk coverage, in amounts reasonably satisfactory to the Town and, to the extent applicable and legally permissible, shall name the Town as an additional insured.

9. Term and Termination

This MOA shall have an initial term of three (3) years beginning on the date of execution and will automatically renew for additional one-year terms unless notice of intent not to renew is provided at least 60 days in advance of such renewal by either Party. Either Party may terminate this MOA upon sixty (60) calendar days' written notice to the other Party. The Town may terminate or suspend County use immediately in the event of a material breach, emergency, unsafe condition, or circumstance requiring immediate action to protect the Property or public safety. Upon expiration or termination, the County shall remove its property and, unless otherwise agreed by the Town, restore approved modifications made for County use to substantially their prior condition, reasonable wear and tear excepted.

10. Indemnification

Only to the extent permissible under Virginia law, the County agrees to indemnify and hold harmless the Town from and against claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees if awarded by a court of competent jurisdiction (collectively, "Damages"), arising out of or related to the County's use of the Property. Notwithstanding the foregoing, with respect to Damages to the Property, the County's obligation under this paragraph shall be limited to any Damages not covered by insurance.

11. Compliance with Law

Each Party shall perform its obligations under this MOA in accordance with applicable federal, state, and local laws and regulations. Nothing in this MOA shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either Party under Virginia law.

12. Amendment

This MOA may be amended only by a written instrument executed by authorized representatives of both Parties, except for administrative and operational procedures that may be established or revised under Section 6.

13. Entire Agreement

This MOA constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes prior or contemporaneous agreements, representations, and understandings concerning the same subject matter.

14. Governing Law

This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This MOA shall not become effective until it has been approved by the governing bodies of the Parties as required by applicable law and executed by their authorized representatives. The Town Manager and County Administrator are authorized to execute this Agreement and to administer its provisions on behalf of their respective localities.

15. Notices

Formal notices required under this MOA shall be valid upon receipt when delivered by hand or by First Class U.S. Mail, certified, return receipt requested, to the following addresses, or to such other address as a Party may designate in writing:

If to the Town:	If to the County:
Judson J. Rex, Town Manager 21 Main Street Warrenton, Virginia 20186	Janelle J. Downes, County Administrator 29 Ashby Street, 4th flr Warrenton, Virginia 20186

IN WITNESS WHEREOF, the Parties have executed this MOA to be effective as of the date first written above.

TOWN OF WARRENTON, VIRGINIA	FAUQUIER COUNTY, VIRGINIA
By: _____	By: _____
Town Manager	County Administrator
Date: _____	Date: _____
Approved as to form:	Approved as to form:
_____	_____
Town Attorney	County Attorney

EXHIBIT A – FLOOR PLAN

TOWN HALL



FIRST FLOOR

TOWN OF WARRENTON
21 MAIN STREET
WARRENTON VIRGINIA 20186
DATE: 08-2-2020
A2

TOWN HALL



THIRD FLOOR

TOWN OF WARRENTON
21 MAIN STREET
WARRENTON, VIRGINIA 20186
DATE:
08-12-2020
A4

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Revised Operational Use and Management Agreement with NPSC
Requested Action:	Review and consider the Operational Use and Management Agreement between the Town of Warrenton and Northern Piedmont Sports Club (NPSC)
Department / Agency Lead:	Parks and Recreation
Staff Lead:	Kelly Koernig

EXECUTIVE SUMMARY

Staff requests Town Council review and consider a proposed Operational Use and Management Agreement between the Town of Warrenton and Northern Piedmont Sports Club (NPSC) for the continued operation and management of the soccer facilities at the Warrenton Sports Complex.
The proposed agreement formalizes the responsibilities of both parties regarding facility operations, scheduling, maintenance, repairs, third-party use, insurance, and improvements. NPSC would retain day-to-day operational authority over the soccer facilities, while the Town would maintain ownership, oversight, and authority necessary to protect public property and ensure public safety.
The proposed agreement would replace the existing arrangement with the Warrenton Field Association (WFA), which expires January 27, 2027.

BACKGROUND

The Town of Warrenton owns the Warrenton Sports Complex, located at 7614 Lee Highway. The existing agreement, which expires on January 27, 2027, established the use and maintenance responsibilities for the soccer fields between the Town and the Warrenton Field Association (WFA).

Since the execution of that agreement, WFA has dissolved, and Northern Piedmont Sports Club (NPSC) has assumed responsibility for coordinating soccer programming and related field operations at the Complex. In January 2026, staff presented the matter to Town Council during a work session to initiate discussions regarding the future management and operation of the soccer facilities and obtain Council's direction on the development of a new agreement.

Following that discussion, Town staff worked collaboratively with NPSC and the Town Attorney to develop a new Operational Use and Management Agreement that reflects the current operating relationship and more clearly defines the roles, responsibilities, and expectations of both parties.

The proposed agreement addresses several key areas:

- **Operations and Scheduling:** NPSC would retain day-to-day responsibility for field scheduling, allocation and routine maintenance, while the Town maintains ownership and oversight. The Town would have the ability to reserve the facilities, including fields and/or parking areas, for up to 15 days annually for municipal or community events.
- **Maintenance and Repairs:** NPSC would be responsible for routine field maintenance, while the Town would retain responsibility for designated major, structural, and capital repairs and improvements of Town-owned facilities and infrastructure, subject to available funding, budget appropriations and established procurement requirements.
- **Third-Party Use:** NPSC would coordinate use by outside users through written agreements, with insurance requirements based on the nature and risk of the activity.
- **Water and Irrigation:** The agreement establishes irrigation responsibilities and reimbursement for water consumption exceeding the annual threshold of 45,000 gallons.
- **Insurance and Liability:** The agreement clarifies insurance, liability, indemnification, and safety responsibilities.

Similar agreements between local governments and nonprofit athletic organizations exist in other Virginia jurisdictions, including Prince William, Fairfax and Arlington counties. Although the scope and responsibilities vary, these arrangements demonstrate the use of formal agreements to establish responsibilities for the use, maintenance, and improvement of publicly owned athletic facilities.

STAFF RECOMMENDATION

Staff recommends that Town Council review and provide further feedback or direction on the Operational Use and Management Agreement between the Town of Warrenton and Northern Piedmont Sports Club.

Service Level/Collaborative Impact

The agreement supports continued organized athletic programming at the Warrenton Sports Complex through an established relationship, without requiring the Town to directly administer programming, scheduling, or routine field maintenance. It also establishes regular coordination between NPSC and Town staff regarding facility conditions, maintenance needs, scheduling, capital improvements, and public safety. Implementation will primarily involve Parks and Recreation, with support from other Town departments as needed.

Policy Direction/Warrenton Plan 2040

The proposed agreement supports the Town's broader objectives of maintaining community recreational opportunities, protecting public assets, and promoting responsible stewardship of Town-owned facilities. By formalizing operational responsibilities and strengthening coordination with a community nonprofit

partner, the agreement supports the efficient use and ongoing maintenance of existing recreational infrastructure. The agreement is consistent with the general planning principles of Plan Warrenton 2040 related to community amenities, public facilities, and responsible management of Town resources.

Fiscal Considerations

NPSC would be responsible for routine field maintenance and associated operational costs. The Town would retain responsibility for major, structural, and capital maintenance, repairs, and replacements of Town-owned facilities and infrastructure, subject to available funding, budget appropriations, and applicable procurement requirements. The agreement also provides for NPSC to reimburse the Town for water usage exceeding 45,000 gallons annually, with monthly billing once that threshold is exceeded. Without this operational partnership, the estimated annual cost for the Town to directly operate and maintain the soccer fields would be approximately $227,000, including field maintenance, additional staffing, and sports equipment and supplies.

Legal Considerations

The agreement preserves Town ownership and oversight of the Sports Complex while establishing the respective operational and maintenance responsibilities of the Town and NPSC. It also addresses insurance requirements, liability, indemnification, safety responsibilities, and termination provisions.

ATTACHMENTS

1. Proposed Operational Use and Management Agreement – Warrenton Sports Complex
2. Exhibit A – Complex Map and Designation of Soccer Facilities and Volleyball Courts

Operational Use & Management Agreement with NPSC

Town Council Regular Meeting

November 10, 2026

Background

- Existing agreement with Warrenton Field Association (WFA) expires January 27, 2027.
- WFA has dissolved; NPSC now coordinates programming and field maintenance.
- Council discussed future management of the fields in January 2026.
- Town staff, NPSC, and the Town Attorney developed the proposed agreement.

Key Agreement Provisions

- NPSC: day-to-day programming, scheduling, and field maintenance
- Town: ownership, oversight, and public safety authority
- Town: up to 15 reserved days annually for municipal/community events
- NPSC: coordination of third-party use through written agreements
- Defined insurance, liability, indemnification, safety responsibilities and termination provisions

Fiscal Considerations

Under the agreement

- NPSC funds routine operations and associated routine maintenance costs which include
- Town responsible for capital repairs and improvements*
- NPSC reimburses water use above 45,000 gallons/year

*Town expenditures remain subject to available funding and required approvals.

ESTIMATED ANNUAL COST OF DIRECT TOWN OPERATIONS:

$227,000

- Field maintenance
- Additional staffing
- Sports equipment and supplies

Community & Operational Impact

- Continues organized athletic programming
- Provides a defined structure for field operations and maintenance
- Supports stewardship of Town-owned recreational facilities
- Establishes ongoing coordination on maintenance, capital needs, and safety

Consistent with the general community amenity and public facility goals of Plan Warrenton 2040.

Questions?

EXHIBIT A-Complex Map

Item F.



Legend

- Boundary
- Parking Locations
- NPSC shed
- Pavilion
- Playground
- Restrooms
- Roller Hockey Rink
- Skate Park
- Soccer Facilities
- Volleyball Cour-Excludedt
- WARF

November 9, 2026

Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Town of Warrenton,

0 0.03 Miles

Operational Use and Management Agreement

Warrenton Sports Complex

This Operational Use and Management Agreement (the "Agreement") is made effective as of _____ (the Effective Date), by and between the Town of Warrenton, Virginia, a municipal corporation (the "Town"), and the Northern Piedmont Sports Club, a Virginia nonprofit corporation (the "Operator"). The Town and the Operator are each a Party and collectively the Parties.

Recitals

A. The Town owns the Warrenton Sports Complex, located at 7614 Lee Highway, Warrenton, Virginia 20186.

B. The Town desires to provide athletic and community recreation opportunities at the Complex and, consistent with the Town's continuing authority over Town property, to engage the Operator to coordinate and manage the athletic programming and routine field operations described in this Agreement.

C. The Operator represents that it has the experience, personnel, financial capacity, policies, and insurance necessary to perform its obligations under this Agreement.

D. The Parties therefore agree as follows.

1. Definitions

1.1. "Complex" means the Warrenton Sports Complex at 7614 Lee Highway, Warrenton, Virginia 20186, including the soccer fields, related field-access areas, spectator areas, parking areas, and the other areas shown or described in Exhibit A, as the Town may reasonably modify from time to time.

1.2. "Soccer Facilities" means the soccer fields and the related operational areas within the Complex identified in Exhibit A.

1.3. "Volleyball Courts" means the volleyball courts located at the Complex that were constructed with private funding, together with related areas identified in Exhibit A.

1.4. "Town Representative" means the Town Manager or the Town Manager's written designee.

1.5. "Operator Representative" means the Executive Director or the Executive Director's written designee.

1.6. “Operator Activities” means athletic practices, games, camps, clinics, tournaments, training, player development programs, and related community athletic activities approved or permitted under this Agreement.

2. Nature and Scope of Agreement

2.1. Operational Agreement; No Conveyance. This Agreement authorizes the Operator to perform the services and exercise the limited use rights expressly provided herein. It does not convey a fee interest, easement, exclusive possessory estate, or other interest in real property. The Town retains ownership, custody, control, and ultimate authority over the Complex at all times.

2.2. License to Use Soccer Facilities. Subject to this Agreement, the Town grants the Operator a revocable, nontransferable license during the Term to access and use the Soccer Facilities for Operator Activities and to coordinate the permitted use of those facilities by third parties. During the Term, the Operator shall have exclusive day-to-day operational authority over the Soccer Facilities, including programming, scheduling and field allocation and routine maintenance, subject to the Town's reserved rights, applicable law, and the terms of this Agreement.

2.3. Volleyball Courts Excluded. The Volleyball Courts are excluded from the scope of this Agreement and from the Operator's operational authority over the Soccer Facilities. Nothing in this Agreement is intended to modify any existing arrangement concerning the use of the Volleyball Courts or to establish or determine ownership, operational control, scheduling priority, maintenance responsibility, or revenue rights concerning the Volleyball Courts.

2.4. No Authority to Bind Town. The Operator is an independent nonprofit operator and shall not represent that it is an agent, employee, joint venturer, partner, or representative of the Town. The Operator has no authority to bind the Town, incur obligations in the Town’s name, grant rights in Town property, or make statements or commitments on the Town’s behalf.

2.5. Town’s Reserved Rights. The Town retains all rights not expressly granted to the Operator, including the right to enter, inspect, maintain, repair, improve, regulate, close, secure, schedule, or otherwise use the Complex in accordance with the scheduling and reserved-use provisions of this Agreement; to enforce Town policies and laws; and to take action the Town reasonably determines is necessary for public safety, protection of Town property, regulatory compliance, emergency response, capital work, or municipal operations.

3. Term; No Automatic Renewal

3.1. Term**.** The term of this Agreement begins on [Commencement Date] and expires at 11:59 p.m. on [Expiration Date] (the "Term"), unless earlier terminated in accordance with this Agreement.

3.2**.** No Automatic Renewal or Holdover. Either Party may request discussions regarding renewal or extension of this Agreement at least 180 days before its expiration. Any renewal or extension shall be subject to the necessary approvals of both Parties and must be documented in a written agreement executed before the expiration of the then-current term. Renewal discussions, continued operations, or the absence of a replacement agreement shall not automatically renew or extend this Agreement.

3.3. Consideration. The Parties acknowledge that the mutual obligations and commitments established in this Agreement constitute sufficient consideration. Each Party shall timely and fully perform its express obligations under this Agreement. The Town's obligations shall remain subject to applicable legal, budgeting, procurement, and appropriation requirements.

4. Operator Responsibilities and Standards of Performance

4.1. Programming and Routine Operations. The Operator shall coordinate Operator Activities; schedule the Soccer Facilities; manage field allocations; coordinate its personnel, volunteers, officials, contractors, vendors, and participants; and establish reasonable participant and spectator rules.

4.2. Standard of Care. The Operator shall perform its obligations safely, professionally, diligently, and in accordance with applicable laws, Town policies, manufacturer recommendations, and generally accepted standards for youth athletic facility operations.

4.3. Personnel, Volunteers, and Vendors. The Operator is solely responsible for selecting, supervising, training, compensating, and controlling its employees, volunteers, contractors, officials, vendors, and other persons it engages. The Operator shall maintain written participant safety and risk management policies, including appropriate youth protection and background screening measures.

4.4. No Unauthorized Uses. The Operator shall not permit use of the Complex for any purpose that is unlawful, unsafe, inconsistent with the approved use of the Complex, or prohibited by the Town. The Operator shall not conduct, permit, or advertise any activity that suggests Town sponsorship or endorsement without the Town's prior written approval.

4.5. Town Policies and Directions. The Operator shall comply with all written Town policies applicable to the Complex, including policies concerning use, safety, parking,

signage, alcohol, tobacco, advertising, solicitation, emergency operations, and water conservation, as amended from time to time upon reasonable written notice.

5. **Scheduling; Town Reservations; Temporary Closures**

5.1. Quarterly Coordination and Scheduling. Each Party shall designate a representative for administration of this Agreement. The representatives shall meet at least quarterly, and more often as reasonably requested by either Party, to coordinate facility operations, scheduling, anticipated Operator Activities, third-party use, tournaments and major events, maintenance needs, safety matters, proposed improvements, and other matters of mutual interest. The Parties shall work cooperatively to identify and address potential scheduling conflicts, Town operational needs, capital work, public safety needs, and other authorized uses of the Soccer Facilities. The Parties shall make their respective current schedules available upon request from either Party and shall provide reasonable advance notice of major tournaments, events, or other activities expected to significantly affect use of the Complex.

5.2. Town Reserved Use. The Town may reserve use of the Soccer Facilities, including the fields and/or parking lots, for municipal or community events for up to fifteen (15) calendar days annually. The Town shall provide at least ninety (90) days' advance notice of such reservations when reasonably practicable and shall coordinate with the Operator to minimize disruption to previously scheduled activities. The 15-day limitation shall not restrict the Town's authority to close or restrict access to the facilities as necessary for emergencies, public safety, maintenance, capital improvements, or compliance with applicable law.

5.3. Operator Reserved Tournament Weekends. The weekend immediately preceding Thanksgiving and the weekend immediately preceding Memorial Day shall be reserved for the Operator’s tournament use and shall not be counted toward or subject to the Town’s reserved-use dates under this Agreement. The Town shall not schedule other uses of the Soccer Facilities during these weekends without the Operator’s prior agreement. Use of the Soccer Facilities during these reserved tournament weekends remains subject to weather, field conditions, public safety, emergency conditions, and other circumstances affecting the safe or lawful use of the facilities.

5.4. Facility Availability. Access to the Soccer Facilities is subject to weather, field conditions, public safety, maintenance, construction, emergency conditions, and other circumstances affecting the safe or lawful use of Town property. The Town does not guarantee continuous availability when access to or use of the Soccer Facilities is affected by such circumstances.

5.5. Field Closures. The Operator shall close or restrict use of affected Soccer Facilities whenever weather, field conditions, irrigation conditions, maintenance needs or other

circumstances make use unsafe or reasonably likely to damage the fields. The Operator shall promptly notify the Town of any such closure. The Town retains the authority to direct the closure or restriction of any field when reasonably necessary for public safety, emergencies, unsafe conditions, threatened property damage, maintenance, capital improvements, or compliance with applicable law. When reasonably practicable, the Town shall provide the Operator with reasonable advance notice and coordinate regarding the need for a closure, its anticipated duration, and potential alternatives to minimize disruption to scheduled activities. The Town may direct an immediate closure or restriction without advance notice when circumstances require prompt action to address emergencies, unsafe conditions, threatened property damage, or legal requirements.

6. Third-Party Use; Fees; Sponsorships; Records

6.1. Third-Party Use. The Operator may authorize and coordinate use of the Soccer Facilities by individuals, organizations, businesses, or other entities not affiliated with the Operator (collectively, "Third-Party Users"). Third-Party Users requesting or reserving use of the Soccer Facilities through the Operator shall enter into a written use agreement with the Operator, subject to the terms of this Agreement and applicable Town policies. This requirement does not apply to incidental public access that does not involve a reservation or authorization by the Operator.

6.2. Insurance of Third-Party Users. Third-Party Users engaging in casual recreational activities or low-risk private gatherings shall not be required to provide a Certificate of Insurance (COI). Third-Party Users conducting commercial, organized, or higher-risk activities shall provide a COI demonstrating liability insurance coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, naming the Town and the Operator as additional insureds on a primary and noncontributory basis. The Town may require higher limits for an event based on its size or risk.

6.3. Fees and Revenues. Subject to this Section, the Operator may collect reasonable, nondiscriminatory program fees, tournament fees, and third-party-use fees associated with Operator Activities. Such receipts shall be used solely for the Operator's nonprofit purposes and the operation, programming, routine maintenance, and improvement of the Soccer Facilities. The Operator shall not impose a fee that is represented as a Town fee or use the Town's name in connection with a fee without prior written approval.

6.4. Operational Reporting. Upon reasonable request by the Town, the Operator shall provide a high-level summary of activities at the Complex, including general information regarding programming, tournaments, third-party use, overall facility usage, maintenance activities, and anticipated capital needs. The Parties may discuss additional operational

information as reasonably necessary through the quarterly coordination meetings described in Section 5.1.

6.5. Sponsorships and Advertising. The Operator may solicit and obtain sponsorships related to Operator Activities and may display associated sponsorship or advertising materials at the Complex, provided that such materials comply with applicable law and applicable Town policies. Existing sponsorship signage in place as of the Effective Date may remain in place, subject to applicable law and Town requirements. Any new permanent sponsorship signage, or material modification or replacement of existing permanent signage, shall be coordinated with the Town and shall obtain any approvals or permits required by applicable law. The Operator shall remove expired or non-compliant sponsorship materials at its expense.

7. Maintenance; Repairs; Water and Irrigation

7.1. Operator's Routine Maintenance Duties**.** At its sole cost, the Operator shall provide routine operational maintenance for the Soccer Facilities, including field mowing, fertilization, seasonal opening and closing, field lining, goal installation and routine upkeep, cleanup associated with its programming, activities, and events, including third-party events it authorizes or manages, routine inspection, and ordinary irrigation system operation. All maintenance shall comply with applicable environmental requirements and accepted sports field practices.

7.2. Maintenance Coordination. The Operator shall maintain the Soccer Facilities in accordance with appropriate sports field maintenance practices and shall coordinate significant maintenance activities and anticipated needs with the Town through the quarterly coordination process established in Section 5.1. The Operator shall provide the Town Representative with an annual written maintenance plan that includes soil testing, nutrient balancing, and off-season care. The Town may require reasonable revisions necessary to protect Town property, public safety, or legal compliance.

7.3. Town Responsibilities. The Town shall be responsible for major, structural, and capital maintenance, repairs, and replacements to Town-owned facilities and infrastructure at the Complex, including major grading or drainage work, permanent structures, utility infrastructure, field reconstruction, lighting, major site improvements, common areas, restrooms, parking areas, and Town-owned water infrastructure. The Town shall be responsible for arranging cleanup associated with Town-sponsored or Town-managed events. The Town's performance of its obligations under this Section remains subject to applicable budgeting, appropriation, and procurement requirements. Nothing in this Agreement shall require the Town to expend funds that have not been lawfully appropriated.

7.4. Damage to the Complex. Damage to the Soccer Facilities, other Town-owned property or Operator equipment resulting from the negligence, misuse, or unauthorized actions of either Party, or its employees, contractors, agents, participants, or authorized users, shall be the responsibility of the Party responsible for such damage. The responsible Party shall notify the other Party promptly upon becoming aware of the damage and shall coordinate the repair or restoration within a reasonable timeframe. Neither Party shall automatically be responsible for damage caused by unidentified or unrelated third parties when responsibility cannot reasonably be attributed to either Party. Routine field restoration shall be addressed in accordance with the established maintenance responsibilities under this Agreement. Significant vandalism, extraordinary damage, or repairs not otherwise assigned shall be addressed through the off-cycle repair process in Section 7.5. Ordinary wear and tear is excluded.

7.5. Repairs Beyond Routine Maintenance. Repairs that fall outside routine maintenance and are not otherwise expressly assigned to either Party under this Agreement shall be evaluated on a case-by-case basis. Conditions presenting an immediate safety concern shall be promptly communicated, and the Parties shall take reasonable interim measures within their respective authority to protect users until the condition can be addressed. The Parties shall evaluate identified repair needs within a reasonable timeframe, with priority given to conditions affecting public safety, facility access, or continued operation of the Soccer Facilities. The Parties shall coordinate regarding the timing and scope of such work, taking into consideration safety, facility operations, scheduling, available funding, and applicable Town procurement and budgeting requirements. The Operator shall not perform structural, capital, utility, drainage, or other non-routine repairs to Town-owned property without the Town's prior written approval. Any commitment of Town funds shall remain subject to applicable approval, procurement, and appropriation requirements.

7.6. Water Allowance and Billing. The Town will provide water through the existing Town-owned infrastructure, subject to this Agreement and applicable water restrictions. The Operator shall reimburse the Town monthly, within thirty (30) days after invoice, for water usage above 45,000 gallons in each calendar year at the Town’s then-applicable utility rate. The Town may use available metering data or a reasonable allocation methodology if a dedicated meter is not available.

7.7. Irrigation and Conservation. The Operator shall ensure that irrigation is operated efficiently and in accordance with appropriate field maintenance practices. Upon request, the Operator shall provide the Town with the current irrigation schedule maintained by the Operator or its field maintenance contractor. The Operator shall allow reasonable Town access to inspect irrigation equipment, connections, and practices and to perform repairs consistent with the maintenance and repair responsibilities established under Section 7 of this Agreement. The Town may restrict or suspend irrigation in the event of

mandatory drought conditions, declared water shortages, emergencies, or mandatory conservation measures. The Operator shall ensure compliance with all such restrictions. Lawful restrictions or suspensions of water service shall not, by themselves, constitute a breach of this Agreement by the Town or create automatic liability for losses incurred by the Operator. If a restriction or suspension results in significant field damage requiring restoration beyond routine maintenance, the Parties shall coordinate regarding the necessary work and allocation of resources through the maintenance and off-cycle repair provisions of Section 7. When water service is interrupted or shut off by the Town, the Town shall take reasonable steps within its authority and control to restore service as promptly as reasonably practicable once restoration is lawful and consistent with public safety, applicable water restrictions, and necessary infrastructure repairs. Restoration shall not be delayed solely pending completion of the coordination process under this Section or agreement between the Parties regarding resulting field repairs or allocation of costs.

8. Improvements; Equipment; Signage

8.1. Prior Written Approval Required. The Operator shall not construct, install, alter, remove, or authorize any permanent or semi-permanent improvement, structure, utility connection, storage unit, fixture, sign, fence, lighting, irrigation improvement, or spectator improvement without the Town's prior written approval and all required permits.

8.2. Approval of Improvements. For minor or temporary installations that do not materially alter the property or create significant ongoing obligations, written approval from an authorized Town representative, including approval by email or letter, may be sufficient. Significant alterations or permanent improvements to the Soccer Facilities shall require prior written Town approval addressing plans, permits, ownership, funding, construction, maintenance, insurance, removal, warranties, and operational control. All improvements remain subject to applicable permits and Town requirements.

8.3. Ownership and Removal. Unless a separate written agreement expressly provides otherwise, an approved permanent improvement becomes Town property upon installation without compensation to the Operator. The Operator shall remove its temporary equipment, supplies, and personal property at the end of the Term or earlier termination, repair any resulting damage, and restore the affected area to the Town's reasonable satisfaction. The Town may retain, remove, store, or dispose of property left after thirty (30) days' written notice, at the Operator's expense.

8.4. Easements and Restrictions. The Operator shall not place or permit improvements within any easement, setback, utility area, or restricted area, including the easement areas identified in the Deed of Conveyance dated June 9, 2003, between the Town of

Warrenton and St. Leonard's Farm, unless separately approved in writing by the Town and all other required approvals are obtained.

9. Insurance

9.1. Required Coverage. Throughout the Term and for any period in which the Operator has access to the Complex, the Operator shall maintain, at its expense:

(a) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering bodily injury, property damage, personal and advertising injury, contractual liability, and participant-related claims;

(b) participant accident insurance appropriate for Operator Activities;

(c) workers' compensation insurance as required by Virginia law and employer's liability coverage of not less than $500,000; and

(d) automobile liability insurance, if vehicles are used in connection with Operator Activities, with a combined single limit of not less than $1,000,000.

9.2. Additional Insured and Endorsements. The Town, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds on the commercial general liability and automobile liability policies for ongoing and completed operations arising from this Agreement. Those policies shall be primary and noncontributory with respect to any insurance maintained by the Town and shall include a waiver of subrogation in favor of the additional insureds to the extent commercially available.

9.3. Evidence; Notice. Before beginning operations and each year thereafter, the Operator shall provide certificates of insurance and additional insured endorsements acceptable to the Town. The Operator shall provide at least thirty (30) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, except ten (10) days' notice for cancellation due to nonpayment if the policy provides for such notice. Failure to maintain the required coverage is a material breach and grounds for immediate suspension of access or termination.

9.4. No Limitation of Liability. The insurance requirements do not limit the Operator's indemnification or other obligations under this Agreement.

10. Indemnification: Claims; No Waiver of Immunities

10.1. Operator Indemnification. To the fullest extent permitted by law, the Operator shall indemnify, defend, and hold harmless the Town and its elected and appointed officials, officers, employees, agents, and volunteers (collectively, the Town Indemnitees) from and against third-party claims, demands, actions, damages, losses, liabilities, and

reasonable costs and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts or omissions, willful misconduct, or breach of this Agreement by the Operator or its officers, employees, volunteers, contractors, or other persons acting on its behalf. The Operator shall not be required to indemnify or defend a Town Indemnitee to the extent a claim is caused by the negligence or willful misconduct of a Town Indemnitee, the Town's breach of this Agreement, or structural defects, infrastructure failures, or conditions the Town is responsible for maintaining under this Agreement. These exclusions do not relieve the Operator of responsibility to the extent its own acts, omissions, or breach contributed to the claim, including a failure to perform its inspection, reporting, or safety obligations under this Agreement. The occurrence of an injury or damage at the Complex, or its connection with Operator Activities, does not alone establish an indemnification obligation. Notwithstanding Section 10.2, the Operator's defense obligation extends only to claims alleging conduct covered by this Section. For a claim involving both covered and excluded matters, the Parties shall reasonably cooperate in the defense and allocation of reasonable defense costs according to their respective responsibility, as established by written agreement or judicial determination. Application of an exclusion does not require a final judgment finding that a Town Indemnitee was solely grossly negligent or engaged in willful misconduct. Nothing in this Section creates an obligation of the Town to indemnify or defend the Operator or waives any immunity, defense, or limitation of liability available to the Town or a Town Indemnitee under applicable law.

10.2. Defense. The Town may tender any covered claim to the Operator. The Operator shall promptly assume the defense with counsel reasonably acceptable to the Town. The Town may participate in the defense with counsel of its choice at the Operator's expense when the Town reasonably determines that a conflict of interest exists or that the Operator's defense is inadequate. The Operator shall not settle a claim in a manner that imposes liability, an admission, injunctive relief, or any obligation on a Town Indemnitee without the Town's prior written consent.

10.3. Town Immunities and Discretion Preserved. Nothing in this Agreement waives, limits, or impairs any immunity, defense, limitation of liability, governmental function, police power, or other right available to the Town or a Town Indemnitee under Virginia law. No provision of this Agreement shall be construed as an indemnity, guarantee, or obligation by the Town beyond the extent authorized by law and properly appropriated.

10.4. Survival. This Section survives expiration or termination of this Agreement.

11. Compliance; Safety; Incidents; Records

11.1. Legal Compliance. The Operator shall obtain and maintain all licenses, permits, approvals, registrations, and certifications required for Operator Activities and shall

comply with all applicable federal, state, and local laws, regulations, ordinances, orders, and Town policies, including requirements concerning accessibility, nondiscrimination, health and safety, youth protection, labor, taxation, and environmental compliance.

11.2. Emergency and Incident Notice. The Operator Representative shall immediately notify emergency services when appropriate and shall notify the Town Representative as soon as practicable, but no later than seventy-two (72) hours after learning of: (a) an injury requiring emergency medical services; (b) a significant property damage event; (c) a report of criminal conduct or suspected abuse; (d) an insurance claim or demand involving the Complex; or (e) any event reasonably likely to result in a claim, regulatory inquiry, or material adverse publicity. The Operator shall provide a written incident report within three (3) business days.

11.3. Records. The Operator shall retain records reasonably necessary to document compliance with this Agreement, including records relating to incident reports, safety policies, maintenance, third-party users, insurance, and amounts payable to the Town, for at least five (5) years after creation or longer if required by law or if a claim is pending. Upon reasonable notice, the Town may inspect such records to the extent reasonably necessary to verify compliance with this Agreement.

12. Default; Suspension; Termination

12.1. Operator Default. Each of the following is an event of default: (a) failure to maintain required insurance; (b) material breach of this Agreement or a Town policy; (c) failure to pay water reimbursements; (d) unsafe, unlawful, fraudulent, or materially improper conduct; (e) failure to timely correct a condition the Operator is required to correct; or (f) dissolution, insolvency, or loss of nonprofit status by the Operator, subject to applicable notice and cure provisions. The Operator shall have an opportunity to dispute an invoiced amount in good faith. The Town shall be in default upon a material failure to perform an express obligation under this Agreement, subject to written notice, a reasonable opportunity to cure, and any applicable legal, budgeting, procurement, or appropriation requirements.

12.2. Notice and Cure. Except where immediate action is authorized by Section 12.3, the Town shall provide written notice of an Operator default. The Operator shall cure the default within fifteen (15) days after notice, or, if the default cannot reasonably be cured within fifteen (15) days, begin cure within that period and diligently complete cure within a period approved in writing by the Town. Repeated breaches may be treated as a material default even if individually cured.

12.3. Immediate Suspension or Termination. The Town may immediately suspend activities or restrict access when reasonably necessary to address an imminent threat to public safety, substantial property damage, unlawful activity, or the loss of insurance

required under this Agreement. When the circumstances can reasonably be corrected, the Town may require corrective action before allowing affected operations to resume. Immediate termination shall be reserved for circumstances involving serious or continuing violations that cannot reasonably be addressed through temporary suspension or the ordinary notice-and-cure process, subject to applicable law.

12.4. Termination for Convenience. Either Party may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the other Party. Upon notice of termination, both Parties shall remain responsible for all obligations accrued before termination and reasonably cooperate to coordinate an orderly transition and surrender.

12.5. Effect of Termination. Upon expiration or termination of this Agreement, the Operator shall cease its authorized operations and return possession and control of the Soccer Facilities to the Town in accordance with the applicable transition and restoration provisions. Obligations concerning accrued payments, indemnification for covered claims arising from acts or omissions occurring during the Agreement, required record retention, return of Town property, and removal of equipment or restoration of the premises shall survive expiration or termination to the extent applicable. Routine programming, scheduling, maintenance, and other ongoing operational obligations shall not continue after expiration or termination unless expressly agreed to in writing by the Parties.

13. General Provisions

13.1. Assignment and Subcontracting. The Operator shall not assign, transfer, delegate, or subcontract any material right or obligation under this Agreement without the Town's prior written consent. Any attempted assignment or transfer without consent is void. Consent to one assignment does not constitute consent to a later assignment.

13.2. Force Majeure. Neither Party shall be deemed in default for a failure or delay in performing an obligation under this Agreement to the extent caused by circumstances beyond its reasonable control, subject to the requirements of this Section. Each Party shall provide reasonable notice of such circumstances, take reasonable steps to mitigate their effects, and continue to perform obligations that can be safely and lawfully performed. Force majeure shall not excuse accrued payment obligations or reasonable notice, mitigation, and safety responsibilities. Neither Party shall be required to perform an obligation in a manner that is unlawful or unsafe.

13.3. Notices**.** Notices under this Agreement must be in writing and delivered personally, by nationally recognized overnight courier, by certified mail (return receipt requested), or by email with confirmation of receipt, to the following addresses or to a replacement address provided by notice:

Town:
Judson Rex
Town Manager
Town of Warrenton
21 Main Street
Warrenton, VA 20186
Email: jrex@warrentonva.gov

With a copy to:
Philip Carter Strother, Esq.
Town Attorney
Town of Warrenton
21 Main Street
Warrenton, VA 20186
Email: pstrother@strotherlaw.com

Operator:
Northern Piedmont Sports Club
492 Blackwell Rd. Suite #101
Warrenton, VA 20186
Attn: Amie Bowman, Executive Director
Email: executivedirector@npscunited.org

13.4. Dispute Resolution; Venue**.** The Parties shall first attempt in good faith to resolve any dispute arising under this Agreement through discussions between their designated representatives. If those discussions do not resolve the dispute, the Parties shall participate in nonbinding mediation before initiating litigation, using a mutually agreed mediator and reasonable scheduling deadlines. If the dispute is not resolved through mediation, either Party may pursue available legal remedies in a court of competent jurisdiction in Fauquier County, Virginia, subject to any mandatory jurisdictional requirements. Any proposed settlement involving the Town shall remain subject to all required Town approvals.

13.5. Governing Law**.** This Agreement is governed by the laws of the Commonwealth of Virginia.

13.6. No Third-Party Beneficiaries. This Agreement creates no rights in any person or entity other than the Parties and the Town Indemnitees under Section 10.

13.7. Public Records. The Operator acknowledges that records in the Town's possession may be subject to disclosure under the Virginia Freedom of Information Act, subject to applicable exemptions. The Operator shall identify any information it contends is confidential or proprietary when providing it to the Town; however, the Town makes no representation that such information may lawfully be withheld from disclosure.

13.8. Appropriations and Governmental Authority. Any Town payment obligation, if any, is subject to lawful appropriation, applicable procurement requirements, and the Town's governmental authority. Nothing in this Agreement restricts the Town's legislative, regulatory, police power, or other governmental discretion.

13.9. Entire Agreement; Amendments. This Agreement, including its exhibits and written amendments signed by both Parties, is the complete agreement regarding its subject matter and supersedes prior discussions and understandings. An amendment, waiver, or modification is effective only if it is in writing and signed by an authorized representative of each Party. A waiver on one occasion is not a waiver on any other occasion.

13.10. Severability. If a provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in effect, and the Parties shall replace the invalid or unenforceable provision with a lawful provision that most nearly reflects their original intent.

13.11. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered electronically are effective to the extent permitted by law.

13.12. Authority. Each person signing this Agreement represents that he or she is authorized to bind the Party for whom he or she signs.

14. **Exhibits**

Exhibit A — Complex Map and Designation of Soccer Facilities and Volleyball Courts

Before execution, the Parties shall attach an exhibit that clearly identifies: (a) the Soccer Facilities subject to the Operator's limited operational authority; (b) the excluded Volleyball Courts; (c) parking and common areas; and (d) any storage, signage, or other approved operational areas.

TOWN OF WARRENTON, VIRGINIA

By: _____
Name: _____
Title: _____
Date: _____

NORTHERN PIEDMONT SPORTS CLUB

By: _____
Name: _____

Title: _____
Date: _____

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Retail Cannabis Sales
Requested Action:	Conduct the Work Session and Initiate a Zoning Ordinance Text Amendment
Department / Agency Lead:	Community Development
Staff Lead:	Heather Jenkins, Zoning Administrator

EXECUTIVE SUMMARY

The Code of Virginia, Title 4.1 *Alcoholic Beverage and Cannabis Control* was revised by the General Assembly to permit the retail sale of marijuana and marijuana products for adult recreational use, with retail sales beginning July 1, 2027. The adopted Code allows local jurisdictions to adopt a sales tax on marijuana and marijuana products as well as regulate this use through Town Code and the Zoning Ordinance.

Staff requests that the Council hold a work session to discuss the new legislation, specifically as it applies to taxation, enforcement, and necessary amendments to the Town Code and Zoning Ordinance. Following the work session, staff requests that the Council initiate a Zoning Ordinance Text Amendment to Article 3 *Zoning Districts and Map*, Article 9 *Supplemental Use Regulations*, and Article 12 *Definitions*.

BACKGROUND

Under the Code of Virginia Title 4.1, Section 4.1-601, the General Assembly created the Virginia Cannabis Control Authority (CCA) in 2021 as an independent political subdivision to control the possession, sale, transportation, distribution and delivery of marijuana, marijuana products, and regulated hemp products. During the 2026 General Assembly session, State law was further amended to allow the retail sale of marijuana and marijuana products for adult recreational consumption, to include the ability for local jurisdictions to regulate some aspects of this type of business, adopt an additional sales tax on marijuana and marijuana products, and enforce restrictions on public consumption, beginning July 1, 2027.

The CCA will begin accepting applications on February 1, 2027, for growers, processors, and retail establishments, and will issue initial licenses to operate on May 1, 2027. The CCA has advised localities that ordinances to regulate or tax retail businesses should be adopted by February 1, 2027, with notification provided to CCA of all adopted ordinances, so that the CCA can take local ordinances into consideration as a part of their application review and issuance process.

The CCA will hold a webinar for local government leaders on November 19, 2026, to introduce the new retail regulations; interested Council members should register and attend. The CCA will provide ordinance templates for local government consideration on or after November 19, 2026.

STAFF RECOMMENDATION

Staff requests that the Town Council hold a work session, and initiate both a Zoning Ordinance Text Amendment and an amendment to Town Code, so that staff can begin preparing draft ordinances for review and public hearing. Given that the CCA recommends local ordinances be adopted by February 1, 2027, prompt action will be required to meet this recommended timeline to update the Zoning Ordinance.

Staff recommends that interested Town Council members should register for and attend the CCA Municipality Webinar, scheduled for November 19, 2026, at 10am. Online registration can be found here: https://zoom.us/webinar/register/WN_ZzwUg_sbS02TGawolUwh4g#/registration.

Staff recommends that Town Council should initiate a Zoning Ordinance Text Amendment to Ordinance Articles 3, 9 and 12 that includes the following:

- Restricts retail cannabis sales to the Commercial District (C), where the majority of commercial retail businesses are located in the Town, and existing roadway infrastructure is already in place to serve potential additional traffic.
- Restricts cannabis cultivation, testing, processing, and transportation facilities to the Industrial District (I).
- Requires that all cannabis businesses obtain a Special Use Permit from Town Council, so that each proposed business and site can be evaluated on a case-by-case basis to ensure adequate infrastructure will be available.
- Places additional performance standards on retail cannabis businesses that will reduce potential negative impacts on the surrounding area, to include restrictions on hours of operation and display, and requires the maximum allowable separation distance of 1,000 feet from any school or child daycare facility.

Staff recommends that Town Council should consider a Town Code Amendment that includes the following:

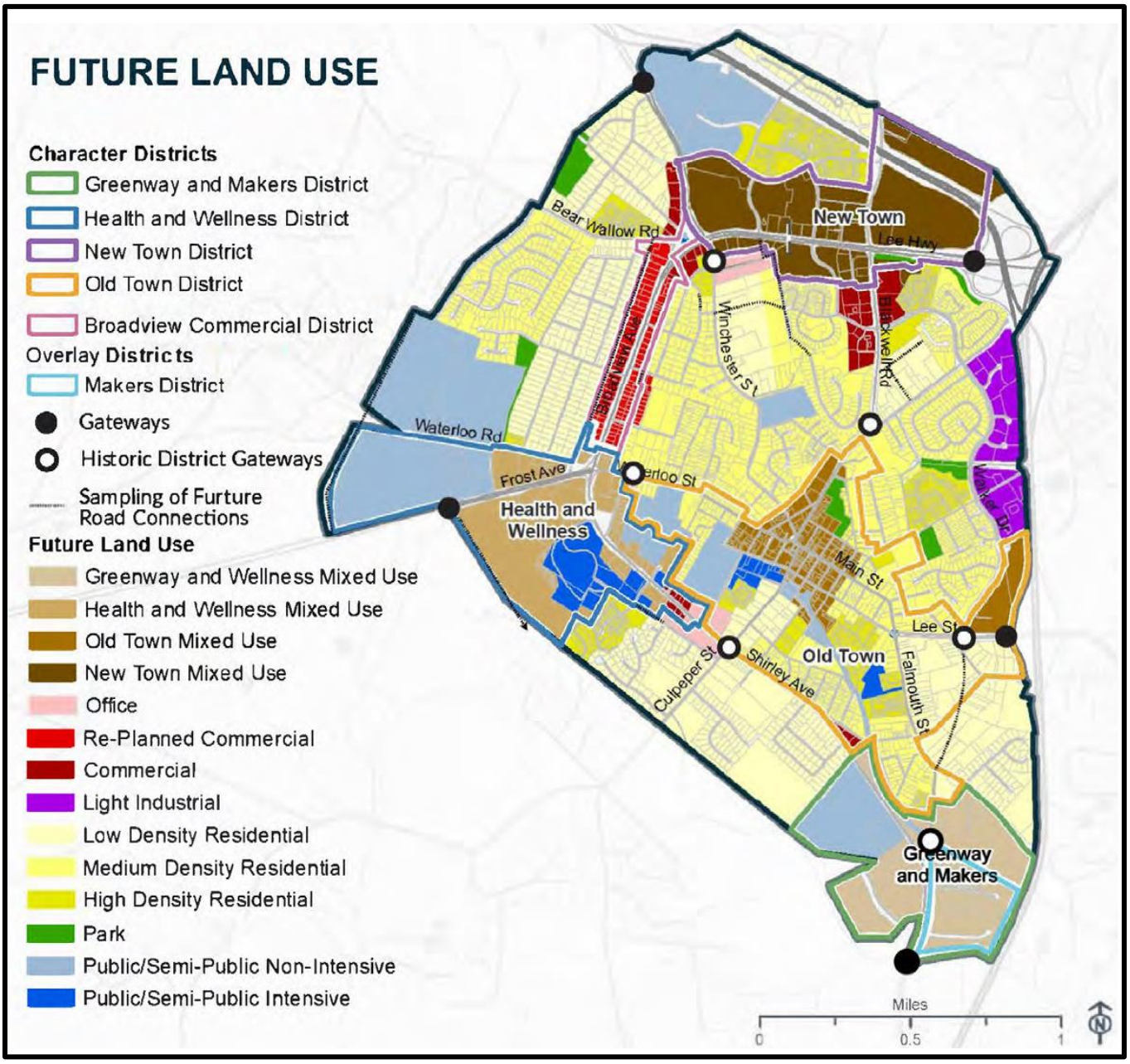
- Imposes the additional Town sales tax on all retail cannabis businesses, implementing the maximum allowable tax rate of 3.5%.
- Prohibits public consumption and/or offering of marijuana or marijuana products, and imposes penalties as allowed by State Code.
- Prohibits the possession and/or consumption of marijuana or marijuana products on the grounds of any public elementary or secondary school.

Service Level/Collaborative Impact

Adopting an additional 1% to 3.5% local sales tax on retail marijuana and marijuana products as well as issuing business licenses to new retail businesses will require coordination by the Finance Department. Enforcement of public consumption prohibitions will require coordination by the Police Department. Enforcement of any new Zoning Ordinance regulations as well as State Code restrictions on signage will require coordination by Community Development.

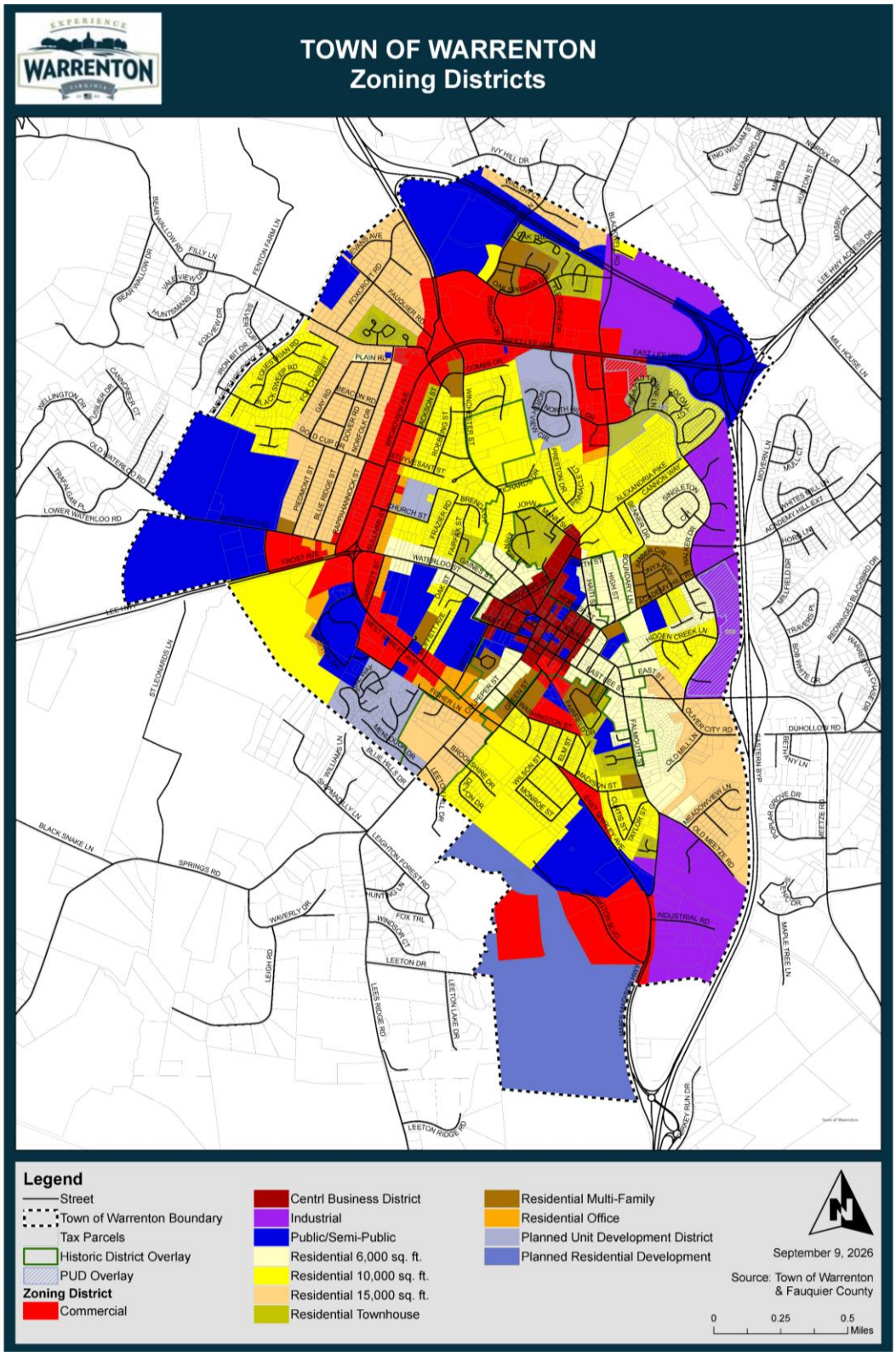
Policy Direction/Warrenton Plan 2040

The Comprehensive Plan, Future Land Use Map lays out where retail and other non-residential and commercial uses are desired, to include designated Character Districts as well as Commercial and Mixed Use areas,



The current Zoning Map, as initially adopted in 2006 and subsequently amended, allows Retail uses in the Commercial District (C) and Central Business District (CBD) as Permitted, by-right uses; as a Permissible use with the approval of a Special Use Permit in dwellings or apartment buildings in the Central Business District (CBD); as a Permitted, by-right use in the Industrial District (I) as a Commercial use constituting up to 15% of

the site or building area, or as Retail that is accessory and incidental to a permitted manufacturing, processing, storing, or distributing use.



Fiscal Impact

A Fiscal Impact assessment has not been completed.

Staff notes that adoption of the optional local tax rate of 1% to 3.5% on marijuana or marijuana product sales could increase Town sales tax revenue.

Legal Impact

The Town Council may choose to allow retail sales of marijuana and marijuana products as a Retail use as already allowed in the Zoning Ordinance, under the licensing purview of the CCA. Under this scenario, no new Zoning Ordinance regulations need be adopted, and Town Zoning staff would regulate a marijuana retail business the same as any other retail use.

Town Council should discuss the legal implications of any new Ordinance with the Town Attorney to ensure that the Town Code and Zoning Ordinance remains in compliance with State law.

ATTACHMENTS

- Code of Virginia §4.1-629 Local ordinances or resolutions regulating marijuana or marijuana products
- Code of Virginia §4.1-630 Local ordinances regulating time of sale of marijuana or marijuana products
- Code of Virginia §4.1-1108 Consuming marijuana or marijuana products, or offering to another, in a public place
- Code of Virginia §4.1-1109 Consuming or possessing marijuana or marijuana products in or on public school grounds
- Draft Ordinance – Articles 3, 9 and 12
- Resolution to Initiate a Zoning Ordinance Text Amendment

Code of Virginia
Title 4.1. Alcoholic Beverage and Cannabis Control
Subtitle II. Cannabis Control Act
Chapter 6. General Provisions

§ 4.1-629. Local ordinances or resolutions regulating marijuana or marijuana products

A. No county, city, or town shall, except as provided in § 4.1-630, adopt any ordinance or resolution that regulates or prohibits the cultivation, processing, possession, sale, distribution, handling, transportation, consumption, use, advertising, or dispensing of marijuana or marijuana products in the Commonwealth.

B. 1. Notwithstanding subsection A, the governing body of any county, city, or town may adopt an ordinance that prohibits the acts described in § 4.1-1108 or the acts described in § 4.1-1109 in its local public parks, playgrounds, public streets, or any sidewalk adjoining any public street. A penalty may be prescribed by the locality for a violation of such ordinance.

2. Notwithstanding subsection A, the governing body of any county, city, or town may adopt an ordinance that decreases the minimum distance requirements as promulgated in Board regulations (i) between retail marijuana stores and microbusinesses or (ii) between a retail marijuana store or microbusiness and any hospital; public, private, or parochial school or institution of higher education; or child day program.

C. Except as provided in this section, nothing in this subtitle shall be construed to supersede or limit the authority of a locality to adopt and enforce local ordinances to regulate businesses licensed pursuant to this subtitle, including local zoning and land use requirements and business license requirements.

D. Except as provided in this section, all local acts, including charter provisions and ordinances of counties, cities, and towns, inconsistent with any of the provisions of this subtitle, are repealed to the extent of such inconsistency.

2026, Sp. Sess. I, c. 1.

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 4.1. Alcoholic Beverage and Cannabis Control
Subtitle II. Cannabis Control Act
Chapter 6. General Provisions

§ 4.1-630. Local ordinances regulating time of sale of marijuana or marijuana products

The governing body of each county may adopt ordinances effective in that portion of such county not embraced within the corporate limits of any incorporated town, and the governing body of each city and town may adopt ordinances effective in such city or town, fixing hours during which marijuana and marijuana products may be sold. Such governing bodies shall provide for fines and other penalties for violations of any such ordinances, which shall be enforced as if the violations were Class 1 misdemeanors with a right of appeal pursuant to § 16.1-106.

A copy of any ordinance adopted pursuant to this section shall be certified by the clerk of the governing body adopting it and transmitted to the Board.

On and after the effective date of any ordinance adopted pursuant to this section, no marijuana store shall sell marijuana or marijuana products during the hours limited by the ordinance.

2026, Sp. Sess. I, c. 1.

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 4.1. Alcoholic Beverage and Cannabis Control
Subtitle II. Cannabis Control Act
Chapter 11. Possession of Retail Marijuana and Retail Marijuana Products; Prohibited Practices Generally

§ 4.1-1108. (Effective until July 1, 2027) Consuming marijuana or marijuana products, or offering to another, in public place; penalty

A. No person shall consume marijuana or a marijuana product or offer marijuana or a marijuana product to another, whether accepted or not, at or in any public place.

B. Any person who violates this section is subject to a civil penalty of no more than $25 for a first offense. A person who is convicted under this section of a second offense is subject to a $25 civil penalty and shall be ordered to enter a substance abuse treatment or education program or both, if available, that in the opinion of the court best suits the needs of the accused. A person convicted under this section of a third or subsequent offense is guilty of a Class 4 misdemeanor.

2021, Sp. Sess. I, cc. 550, 551.

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.

§ 4.1-1108. (Effective July 1, 2027) Consuming marijuana or marijuana products, or offering to another, in public place; penalty

A. No person shall consume marijuana or a marijuana product or offer marijuana or a marijuana product to another, whether accepted or not, at or in any public place.

B. Any person who violates this section is subject to a civil penalty of no more than $250 for a first offense. A person who is convicted under this section of a second offense is subject to a $250 civil penalty and shall be ordered to enter a substance abuse treatment or education program or both, if available, that in the opinion of the court best suits the needs of the accused. A person convicted under this section of a third or subsequent offense is guilty of a Class 4 misdemeanor.

2021, Sp. Sess. I, cc. 550, 551;2026, Sp. Sess. I, c. 1.

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 4.1. Alcoholic Beverage and Cannabis Control
Subtitle II. Cannabis Control Act
Chapter 11. Possession of Retail Marijuana and Retail Marijuana Products; Prohibited Practices Generally

§ 4.1-1109. Consuming or possessing marijuana or marijuana products in or on public school grounds; penalty

A. No person shall possess or consume any marijuana or marijuana product in or upon the grounds of any public elementary or secondary school during school hours or school or student activities.

B. In addition, no person shall consume and no organization shall serve any marijuana or marijuana products in or upon the grounds of any public elementary or secondary school after school hours or school or student activities.

C. Any person convicted of a violation of this section is guilty of a Class 2 misdemeanor.

2021, Sp. Sess. I, cc. 550, 551.

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.

Article 3 - Zoning Districts and Map

3-1 Zoning Districts Established

3-1.1 Base Districts

For the purpose of this Ordinance, the incorporated area of Warrenton, Virginia, is divided into the following base zoning districts. It is not required that every district be shown on the Zoning Map at any given time. Districts will be shown on the Zoning Map in accord with map amendments adopted by the Town Council.

R-15	Residential District
R-10	Residential District
R-6	Residential District
RT	Residential Townhouse District
RMF	Residential Multifamily District
R-40	Residential District
R-E	Residential District
RO	Residential Office District
PSP	Public-Semi-Public Institutional District
C	Commercial District
CBD	Central Business District
I	Industrial District

3-1.2 Overlay Districts

The following overlay zoning districts are established:

FPD	Flood Plain District
PUD	Planned Unit Development
HD	Historic District

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3-4.10 C Commercial District

3-4.10.1. Legislative Intent

The intent of this district shall be to encourage the logical and timely development of land for a range of commercial purposes in accordance with the objectives, policies, and proposals of the Comprehensive Plan; to prohibit any use which would create undue impacts on surrounding residential areas; and to assure suitable design to protect the residential environment of adjacent and nearby neighborhoods. It is further declared to be the intent of this district to limit traffic congestion, overcrowding of land, noise, glare, and pollution, so as to lessen the danger to the public safety, and to ensure convenient and safe pedestrian access to and from commercial sites as well as between adjacent commercial sites. The protective standards contained in this Article are intended to minimize any adverse effect of the commercial district on nearby property values and to provide for safe and efficient use of the commercial district itself.

3-4.10.2. **Permitted Uses** (by-right)

Any of the following uses provided that no one-business establishment exceeds 50,000 square feet of gross floor area on the lot or on the tract.

- Accessory uses customarily incidental to these uses.
- Apartments located above ground floor retail or office uses
- Banks and other financial institutions.
- Broadcasting stations.
- Churches
- Cleaning and pressing shops
- Clinics (medical and dental)
- Community buildings.
- Convenience store
- Funeral Homes
- Health and Fitness Facilities
- Hotels and motels
- Household Pet Grooming
- Institutional uses.
- Laundromat.
- Lawn and garden equipment
- Lumber and building supply with no outdoor storage
- Medical Centers and Laboratories
- Non-fee parking lots and structures.
- Offices for business or professional use.
- Off-street parking subject to Article 7.
- Open space subject to Article 9.
- Personal and Business Services
- Plumbing and electrical supply (without outdoor storage)
- Rental service without outdoor storage

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- Restaurant, carryout
- Restaurants without drive-through facilities
- Retail Sales, including stores and shops
- Service stations with no outside car vehicle storage and without vehicle repair
- Signs subject to Article 6.
- Shopping centers
- Studios and trade schools.
- Taxidermist
- Trade school, studio
- Utilities related to and necessary for service within the Town, including poles, wires, transformers, telephone booths, and the like for electrical power distribution or communication service, and underground pipelines or conduits for local electrical, gas, sewer, or water sewer service, but not those facilities listed as requiring a special use permit.
- Vending machines and Laundromats

3-4.10.3. Permissible Uses (by special use permit upon approval of the Town Council)

- Active and passive recreation and recreational facilities
- Animal kennels
- Any use listed as permitted by right in Section 3-4.10.2 that exceeds 50,000 square feet of gross floor area
- Automobile sales, truck sales and service repair garages, automobile body shops, and tire recapping and retreading. (All vehicles must be parked on paved surfaces)
- Carnivals, fairs, and other similar uses of a temporary nature
- Car Washes
- Car wash, Self-service
- Clubs, lodges, and assembly halls
- Commercial parking lots and garages
- Commercial recreational establishments
- Crematories
- Day care centers
- Drive-through service facility of any kind
- Farmers markets
- Farm equipment, motorcycle, boat, and sport trailer sales and service
- Frozen food lockers.
- Grain and feed supply stores
- Heliports
- Lumber and building supply with undercover storage
- Monument sales
- Plumbing and electrical supply with undercover storage
- Restaurant with drive-through facility
- Retail Marijuana Store
- Taxicabs stands
- Temporary fair and show grounds
- Theaters [indoor]

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- Transitional housing
- Treatment plants, water storage tanks, major transmission lines or pipelines, pumping or regulator stations, communications towers, storage yards and substations, and cable television facilities and accessory buildings
- Veterinary hospitals
- Wholesale establishments but not warehouses generally

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3-4.12 I Industrial District

3-4.12.1 Legislative Intent

It is the intent of this district to implement the Town's Comprehensive Plan by providing for a variety of light manufacturing, fabricating, processing, wholesale distributing, and warehousing uses appropriately located for access by highways and providing a controlled environment within which signing is limited, uses are to be conducted generally within completely enclosed buildings, and a moderate amount of landscaping is required. In order to preserve the land for industry, to reduce extraneous traffic, and avoid future conflicts between industry and other uses, business and service uses are limited primarily to those which will be useful to employees in the district and future residential uses are restricted.

3-4.12.2. **Permitted Uses** (by-right)

- Accessory buildings
- Active and Passive Recreation and Recreational Facilities
- Banks and savings and loan offices
- Broadcasting studios and offices
- Business and office supply establishments
- Cabinet, upholstery, and furniture shops
- Cafeteria or snack bar for employees
- Clinics, medical or dental
- Commercial uses constituting up to 15% of permitted site or building area
- Conference Centers
- Contractor's office and warehouse without outdoor storage
- Crematory
- Dwellings for resident watchmen and caretakers employed on the premises
- Employment service or agency
- Flex Office and Industrial uses
- Health and Fitness Facilities
- Institutional buildings
- Janitorial service establishment
- Laboratories, research, experimental or testing, but not testing explosives, rockets, or jet engines
- Light manufacturing uses which do not create danger to health and safety in surrounding areas and which do not create offensive noise, vibration, smoke, dust, lint, odor, heat, glare, or electrical impulse than that which is generally associated with light industries
- Monument sales establishments with incidental processing to order but not including shaping of headstones
- Motion picture studio
- Nurseries and greenhouses

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- Offices- business, professional, or administrative
- Off-street parking and loading subject to Article 7
- Open space subject to Article 9
- Printing, publishing, and engraving establishment; photographic processing; blueprinting; photocopying; and similar uses
- Private club, lodge, meeting hall, labor union, or fraternal organization or sorority
- Rental service establishment
- Retail or wholesale sales and service incidental to a permitted manufacturing, processing, storing, or distributing use
- Rug and carpet cleaning and storage with incidental sales of rugs and carpets
- Security service office or station
- Sign fabricating and painting
- Signs, subject to Article 6
- Studios
- Transmission and receiving towers of height not exceeding one hundred twenty-five (125) feet
- Utilities related to and necessary for service within the Town, including poles, wires, transformers, telephone booths, and the like for electrical power distribution or communication service, and underground pipelines or conduits for local electrical, gas, sewer, or water service, but not those facilities listed as requiring a special use permit
- Wholesale establishment, storage warehouse, or distribution center. furniture moving

3-4.12.3. Permissible Uses (by special use permit upon approval of the Town Council)

- Automobile body shop
- Automobile and truck repair and service
- Commercial Kennels
- Contractor's storage yard
- Farm equipment, motorcycle, boat and sport trailer sales and service
- Fuel, coal, oil distribution storage yards
- Lumber and building supply with undercover storage.
- Maintenance and equipment shops with screened outside storage
- Marijuana Cultivation Facility, Marijuana Testing Facility, Marijuana Processing Facility or Marijuana Transporter
- Marijuana Microbusiness, Marijuana Delivery Operator
- Outdoor storage of any kind
- Plumbing and electrical supply with undercover storage
- Restaurant or cafeteria, drive-thru or otherwise
- Self-service mini-warehouse

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- Temporary fair and show grounds
- Tire and battery sales and service, tire recapping and retreading
- Transmission and receiving towers of height greater than one hundred twenty-five (125) feet.
- Treatment plants, water storage tanks, major transmission lines or pipelines, pumping or regulator stations, communications towers, storage yards and substations, and cable television facilities and accessory buildings

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Article 9
Supplemental Use Regulations

Contents (Sections)

9-1 Accessory Structures and Uses; Parcel Limitations
9-2 Additional Regulations Where a Grouping or More than One Use is Planned for a Tract
9-3 Affordable Dwelling Unit Provisions
9-4 Apartment Buildings, Special Regulations
9-5 Bed and Breakfast Establishments
9-6 Cluster Development Provisions
9-7 Home Occupations and Home Businesses
9-8 Lighting
9-9 Manufacturing Buildings, Special Regulations
9-10 Mobile Homes
9-11 Office and Other Business Buildings, Special Regulations
9-12 Open Space
9-13 Outdoor Display
9-14 Performance Standards for All Non-Residential Uses
9-15 Recycling Facilities
9-16 Residential Use Limitations
9-17 Steep Slopes
9-18 Telecommunications Facilities
9-19 Temporary Uses
9-20 Traditional Neighborhood Development Provisions
9-21 Utility Lots
9-22 Yard and Garage Sales
9-23 Massage Therapy, Establishment of Provisions for Therapists and Businesses
9-24 Mobile Food Vendors
9-25 Mixed-Use Development Option
9-26 Lodging Uses in the Central Business District (CBD)
9-27 Marijuana Establishments

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9-27 Marijuana Establishments

9-27.1 Permit Required

It is unlawful to establish, operate, or cause to be operated a retail marijuana store, marijuana cultivation facility, marijuana testing facility, marijuana processing facility, marijuana transportation facility, or marijuana microbusiness in the Town of Warrenton without obtaining a Special Use Permit from Town Council as regulated by Article 11, approval of a Site Development Plan subject to the requirements of Article 10, and Zoning Permit per Section 11-3.4.

9-27.2 Permit Display

A marijuana establishment located within the Town of Warrenton must display a valid Town business license in a conspicuous place, so that it may be readily seen by persons entering the premises.

9-27.3 Permit Transfer, Change of Location or Change in Intensity

A Special Use Permit approval, Site Development Plan approval, or Zoning Permit approval for a marijuana establishment is not transferable to another location, address, or parcel located within the Town of Warrenton. Any increase in intensity or change in site condition shall require the approval of a new Special Use Permit, Site Development Plan and Zoning Permit, subject to the determination of the Zoning Administrator.

9-27.3 Allowable Zoning Districts

Marijuana establishments shall be allowed as a Permissible Use in the following zoning districts:

Retail Marijuana Store – Commercial District (C)
Marijuana Cultivation Facility – Industrial District (I)
Marijuana Testing Facility – Industrial District (I)
Marijuana Processing Facility – Industrial District (I)
Marijuana Transportation Facility – Industrial District (I)
Marijuana Microbusiness – Industrial District (I)

9-27.4 Definitions

Definitions related to marijuana establishments are found in Article 12 of the Town of Warrenton Zoning Ordinance (2006), and as defined in the Code of Virginia §4.1-600.

9-27.5 General Provisions

A. Any new marijuana establishment must be located at least:
   1. 1,000 feet from any other retail marijuana store or marijuana microbusiness; and
   2. 1,000 feet from any parcel occupied by a:
      a. Hospital;
      b. Public, private or parochial school, or institution of higher education; or
      c. Child day care program.
B. For the purpose of this section, measurements must be made in a straight line in all directions without regard to intervening structures or objects, from the closest part of the property

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boundary occupied by the marijuana establishment to the closest point on a property boundary or right-of-way associated with any of the uses listed in section A. above, that are a duly permitted use on or before the date that an application for a Zoning Permit for a marijuana establishment is accepted by the Town.

C. Any use listed in section A. above may begin operation within 1,000 feet of a marijuana establishment if the owner of the use provides a written statement that the owner acknowledges the presence of the marijuana establishment within 1,000 feet, and voluntarily waives the separation requirement.

D. If a marijuana establishment is discontinued for a period of two (2) or more years, then that marijuana establishment must comply with the separation requirements in section A. regardless of any previous owner acknowledgement.

9-27.6 Time of Sale

The sale of marijuana and marijuana products may be sold by a retail marijuana store or marijuana microbusiness between the hours of 8 AM to 8 PM.

9-27.7 Non-Descript Exterior

A. The outer building façade, windows, doors, and all other exterior areas and visible surfaces of the marijuana establishment shall be non-descript, and shall not display any overt signs, symbols, or other visual references to advertise the presence of the marijuana establishment, marijuana or marijuana products being sold therein, or related paraphernalia.

B. Color-changing, flashing or moving lights are prohibited.

C. No symbols, references, or artwork containing marijuana, marijuana products, paraphernalia, or other items related to the cultivation, processing, sale or consumption of marijuana or marijuana products shall be displayed so as to be visible from neighboring properties, public or private roadways.

D. No display area or sign visible from adjacent properties, public or private roads, sidewalks or other pedestrian ways, shall be designed, arranged or composed so as to target or appeal particularly to persons younger than 21 years of age, including by use of cartoons or similar imagery or characterization, or depict any person younger than 21 years of age.

9-27.8 Violations

Except for violations of Section 9-27.6, violations of this section shall be subject to the otherwise applicable zoning enforcement and penalty provisions of this Ordinance, within the limits of Code of Virginia § 15.2-2286(A)(5). Violations of Section 9-27.6 shall be enforced as if they were Class 1 misdemeanors pursuant to Code of Virginia § 4.1-630, with the right of appeal provided therein.

9-27.9 Right of Entry to Enforce Chapter

The Director, the chief of police, the zoning administrator, the building official, the fire official, or their duly authorized agents, are hereby authorized to enter, examine and survey, during business hours, any premises in the Town of Warrenton that operates as a marijuana establishment for the purpose of inspection and to enforce the provisions of this Chapter. Entry

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into areas not open to the public shall require valid consent, a valid warrant or court order, or another lawful basis for entry. This section does not independently authorize warrantless entry into nonpublic areas or a penalty for lawfully refusing consent. This section shall not restrict or limit the right of entry vested in any law enforcement agency.

9-27.10 Revocation or Suspension of Permits

Grounds for revocation or suspension of any permit for a marijuana establishment exist if the permittee, operator or manager fail to comply with any of the use regulations in this Chapter, or the approval conditions associated with the Special Use Permit or Zoning Permit for the establishment, or failure to maintain a valid Business License.

A. The zoning administrator or any person with a right of entry as described in this Chapter may order the suspension of the permit with or without notice. The order shall set forth the reasons for suspension. The zoning administrator may end a suspension at any time if the reason for the suspension is corrected. Any appeal shall be filed by the permittee within thirty (30) days after a permittee receives the suspension order, and shall specify the grounds for appeal.
B. The zoning administrator may order the revocation of the permit if the permittee, operator or manager has received more than one (1) suspension order within twelve (12) months. The revocation order shall provide the permittee with written notice enumerating the grounds for revocation. The order shall be considered an official determination by zoning administrator, and may be appealed to the Board of Zoning Appeals as authorized by Section 11-3.12 of the Zoning Ordinance and Code of Virginia §15.2-2309.
C. A copy of any order of suspension or revocation shall be transmitted forthwith to the Virginia Cannabis Control Authority.

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Article 12 - Definitions

For the purpose of this Ordinance, certain words and terms are used in a limited or special sense as defined herein. Words used in the present tense include the future; the singular number includes plural and the plural singular; the word "structure" includes "building"; the word "used" includes arranges, designed, constructed, altered, converted, rented, leased, or intended to be used; and the word "shall" is mandatory and directory.

Any word, term or phrase used in this ordinance not defined below shall have the meaning ascribed to the word in the most recent edition of Webster's Unabridged Dictionary, unless in the opinion of the Zoning Administrator, established customs or practices of the Town of Warrenton justify a different or additional meaning.

Cultivation or Cultivate: The planting, propagation, growing, harvesting, drying, curing, grading, trimming, packaging, or other similar manufacturing of marijuana for use or sale. 'Cultivation' or 'cultivate' does not include processing or testing.

Marijuana: Any part of a plant of the genus Cannabis, whether growing or not, its seeds or resin; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, its resin, or any extract containing one or more cannabinoids. "Marijuana" does not include (i) the mature stalks of such plant, fiber produced from such stalk, or oil or cake made from the seed of such plant, unless such stalks, fiber, oil, or cake is combined with other parts of plants of the genus Cannabis; (ii) industrial hemp that is possessed by a person registered pursuant to subsection A of § 3.2-4115 or his agent; (iii) industrial hemp that is possessed by a person who holds a hemp producer license issued by the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 990; (iv) a hemp product; (v) an industrial hemp extract; or (vi) any substance containing a tetrahydrocannabinol isomer, ester, ether, salt, or salts of such isomer, ester, or ether that has been placed by the Board of Pharmacy into one of the schedules set forth in the Drug Control Act (§ 54.1-3400 et seq.) pursuant to § 54.1-3443.

Marijuana Cultivation Facility: A facility licensed by the Virginia Cannabis Control Authority to cultivate, label, and package marijuana; to purchase or take possession of marijuana plants and seeds from other marijuana cultivation facilities; to transfer possession of and sell marijuana, immature marijuana plants, and marijuana seeds to retail marijuana stores; to transfer possession of marijuana, immature marijuana plants, and marijuana seeds to marijuana transporters; to transfer possession of and sell marijuana, marijuana plants, and marijuana seeds to other marijuana cultivation facilities; to transfer possession of and sell marijuana to marijuana processing facilities; and to transport marijuana, immature marijuana plants, and marijuana seeds from the marijuana cultivation facility's licensed premises to another licensed marijuana establishment.

Marijuana Establishment: A marijuana cultivation facility, marijuana microbusiness, marijuana delivery operator, marijuana testing facility, marijuana processing facility, marijuana transporter, retail marijuana store, or pharmaceutical processor or cannabis dispensing facility authorized to exercise dual-use privileges.

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Marijuana Paraphernalia: All equipment, products, and materials of any kind that are either designed for use or are intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, strength testing, analyzing, packaging, repackaging, storing, containing, concealing, ingesting, inhaling, or otherwise introducing into the human body marijuana.

Marijuana Processing Facility: A facility licensed by the Virginia Cannabis Control Authority to process, label, and package marijuana and marijuana products; to purchase or take possession of marijuana from a marijuana cultivation facility or another marijuana processing facility; to transfer possession of and sell marijuana and marijuana products to retail marijuana stores or other marijuana processing facilities; to transfer possession of marijuana and marijuana products to marijuana transporters; and to transport marijuana and marijuana products from the marijuana processing facility's licensed premises to another licensed marijuana establishment.

Marijuana Products: (i) Products that are composed of marijuana and other ingredients and are intended for use or consumption, ointments, and tinctures or (ii) marijuana concentrate.

Marijuana Testing Facility: A facility licensed by the Virginia Cannabis Control Authority to develop, research, transport, or test marijuana, marijuana products, or other substances.

Marijuana Microbusiness: A facility licensed by the Virginia Cannabis Control Authority (CCA) to conduct any activities authorized for marijuana cultivation facilities, marijuana processing facilities, and retail marijuana stores, as determined by the CCA.

Retail Marijuana Store: A facility licensed by the Virginia Cannabis Control Authority to purchase or take possession of marijuana, marijuana products, immature marijuana plants, or marijuana seeds from a marijuana cultivation facility or marijuana processing facility; to take possession of marijuana, marijuana products, immature marijuana plants, or marijuana seeds from a marijuana transporter; to sell marijuana, marijuana products, marijuana paraphernalia, immature marijuana plants, or marijuana seeds to consumers on premises approved by the CCA; to deliver marijuana, marijuana products, marijuana paraphernalia, immature marijuana plants, or marijuana seeds only in person to consumers; to transfer possession of marijuana, marijuana products, marijuana paraphernalia, immature marijuana plants, or marijuana seeds to marijuana delivery operators; and to transport marijuana, marijuana products, marijuana paraphernalia, immature marijuana plants, and marijuana seeds from the retail marijuana store's licensed premises to another retail marijuana store.

DRAFT

RESOLUTION

November 10, 2026
Town Council
Regular Meeting

ZOTA-26-1 – A RESOLUTION TO INITIATE A ZONING ORDINANCE TEXT AMENDMENT TO ARTICLES 3, 9 AND 12 TO REGULATE MARIJUANA ESTABLISHMENTS

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

WHEREAS, the Warrenton Town Council (Hereinafter "Council") may, by ordinance, amend, supplement, or change the regulations of the Zoning Ordinance of the Town whenever the public necessity, convenience, general welfare or good zoning practice may require such an amendment; and

WHEREAS, such an amendment may be initiated by resolution of Council in accord with the procedures and requirements of Section 11-3.9 of the Zoning Ordinance; and

WHEREAS, the Code of Virginia, Title 4.1 Alcoholic Beverage and Cannabis Control was revised by the General Assembly to permit the retail sale of marijuana and marijuana products for adult recreational use with retail sales beginning July 1, 2027, and

WHEREAS, the adopted Code allows local jurisdictions to adopt a sales tax on marijuana and marijuana products as well as regulate this use through Town Code and the Zoning Ordinance; and

WHEREAS, Council hereby directs staff to prepare a text amendment for consideration by the Planning Commission to regulate marijuana establishments; and

WHEREAS, Council finds that this Text Amendment promotes public necessity, public convenience, general welfare, and good zoning practice within the Town of Warrenton; now, therefore, be it

RESOLVED, by the Warrenton Town Council this 10th day of November 2026, that Council hereby initiates a text amendment to Zoning Ordinance Articles 3, 9 and 12 to regulate marijuana establishments and the retail sale of marijuana and marijuana products.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Community Development Director,
Town Attorney

ATTEST: _____
Town Recorder

DRAFT

RESOLUTION

DRAFT

EXPERIENCE WARRENTON VIRGINIA EST. 1810

ZOTA-26-2

A Zoning Ordinance Text Amendment to Articles 3, 9 and 12 for Retail Cannabis Sales and other Marijuana Establishments

Town Council Meeting
November 10, 2026

Code of Virginia, Title 4.1 Alcoholic Beverage and Cannabis Control

House Bill 30, Senate Bill 543 – July 1, 2026

- Require a license for all facilities that cultivate, test, process, transport and sell marijuana and marijuana products
  - Regulations for medical cannabis & retail sale of edible/inhalable hemp products remain.
- 1,000-foot separation between facilities and hospitals, schools and child day cares
  - Option to reduce the separation requirement for schools & day cares via Ordinance.
- Penalties for violations
  - Public consumption, possession on public school grounds.
- Optional local tax rate of 1% - 3.5%
  - Must adopt by Ordinance.

VIRGINIA Cannabis Control Authority

Cannabis Control Authority – CCA

- Begin accepting applications on February 1, 2027
- Start issuing operator licenses on May 1, 2027
- Sales begin July 1, 2027

- ❖ **Municipality Webinar for local government officials on November 19, 2026, at 10 AM.**
- ❖ The CCA recommends having all ordinances adopted by February 1, 2027.
- ❖ Completed ordinances must be sent to the CCA.

Text Amendment – ZOTA-26-2

A Zoning Ordinance text amendment to regulate marijuana establishments - cultivation, testing, processing and retail sales.

- Article 3 – Zoning Districts
- Article 9 – Supplemental Regulations
- Article 12 – Definitions

❖ **A separate amendment will be required for any changes to the Town Code.**
- **Local tax option**
- **Enforcement by Police Department**

Process:

- Initiation by Town Council
- Planning Commission Work Session, Public Hearing
- Town Council Work Session, Public Hearing
- Transmit final regulations to the Virginia Cannabis Control Authority
  - *CCA recommended final adoption by February 1, 2027*

Text Amendment – ZOTA-26-2

Staff Recommendations

Article 3:

- Allow retail marijuana stores in the Commercial District (C) as a Permissible Use – Z.O. 3-4.10.3
- Allow marijuana cultivation, testing, processing or transportation facilities, to include marijuana microbusinesses, in the Industrial District (I) as a Permissible Use – Z.O. 3-4.12.3

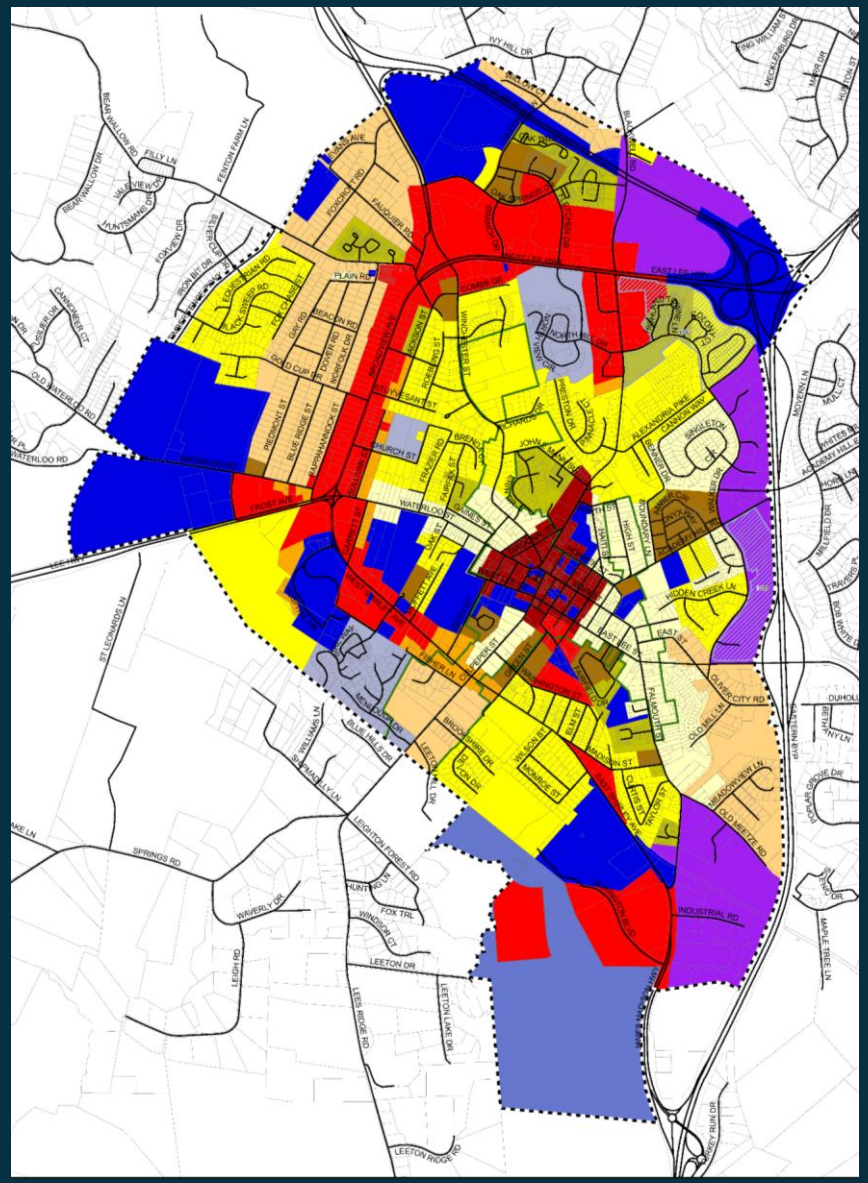
Article 9:

- Require a Special Use Permit, Site Development Plan and Zoning Permit for all marijuana facilities – CoV §4.1-629
- Require 1,000-foot separation between hospitals, schools, child day care facilities – CoV §4.1-629
    - Allowance for new schools, day care facilities within 1,000 feet of existing cannabis businesses, with applicant acknowledgement.
- Limit the hours when retail sales can take place – CoV §4.1-630
- Require a non-descript exterior – CoV §4.1-1401, 1402

Article 12:

- Select definitions from State Code – CoV §4.1-600

Zoning Map

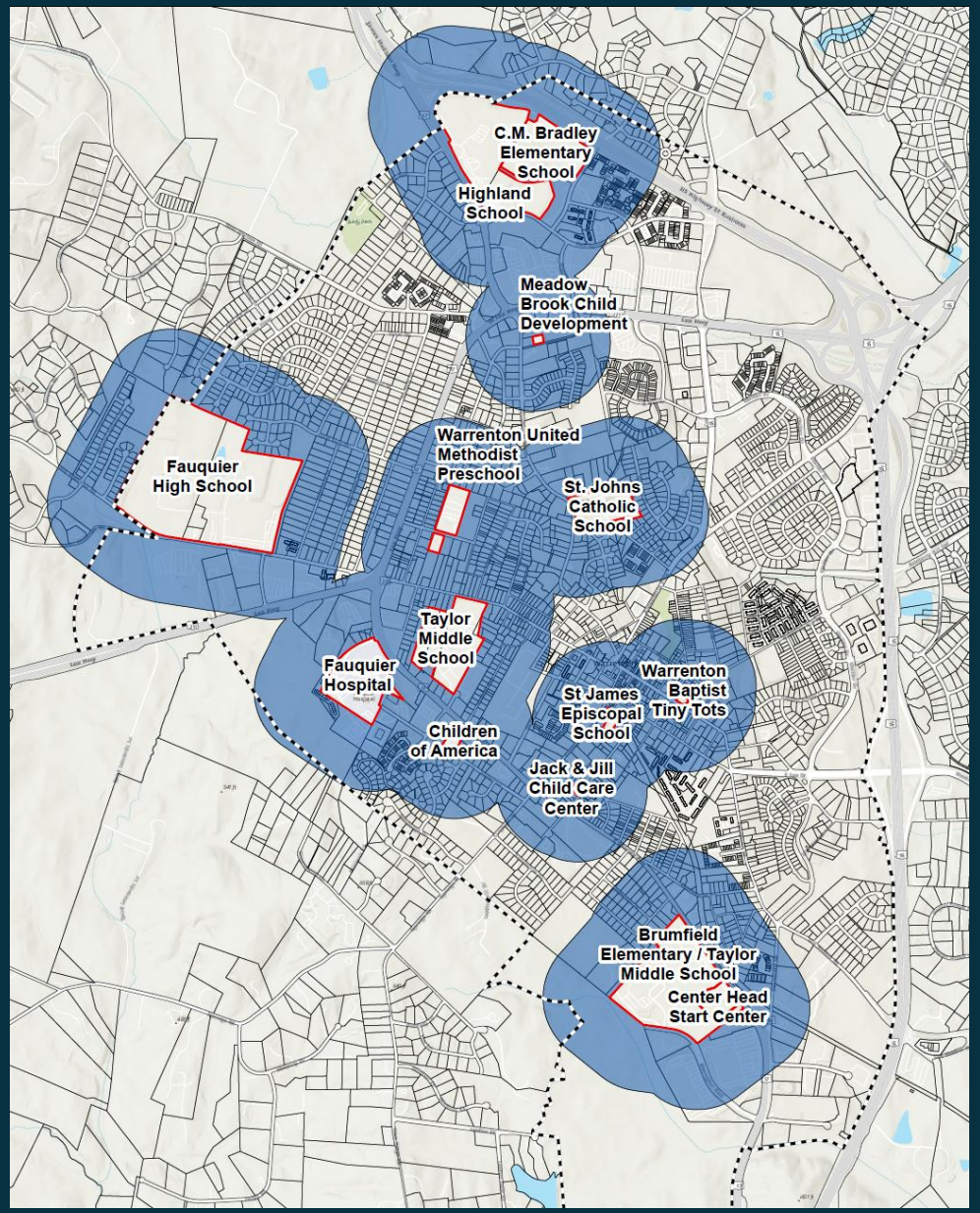


State Code requires a 1,000 foot separation between cannabis facilities and:

- Hospitals
- Public, Private and Parochial Schools
- Child Day Care Facilities

Town Council may adopt an Ordinance that ***reduces*** the buffer around Schools & Day Care Facilities.

1,000-Foot Buffer Map

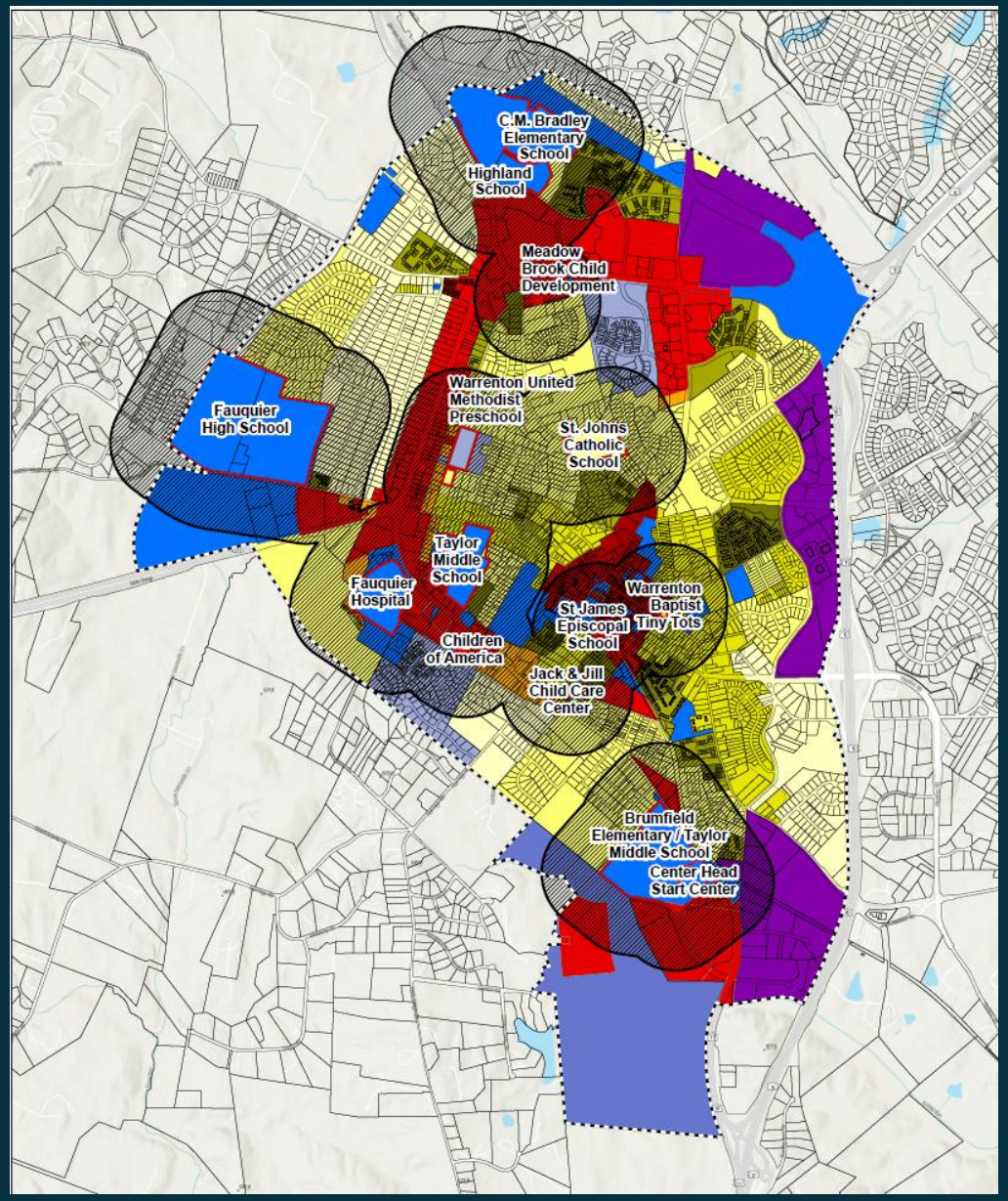


State Code requires a 1,000 foot separation between cannabis facilities and:

- Hospitals
- Public, Private and Parochial Schools
- Child Day Care Facilities

Town Council may adopt an Ordinance that ***reduces*** the buffer around Schools & Day Care Facilities.

1,000-Foot Buffer Map & Zoning Map Overlay



Zoning Map

Commercial District

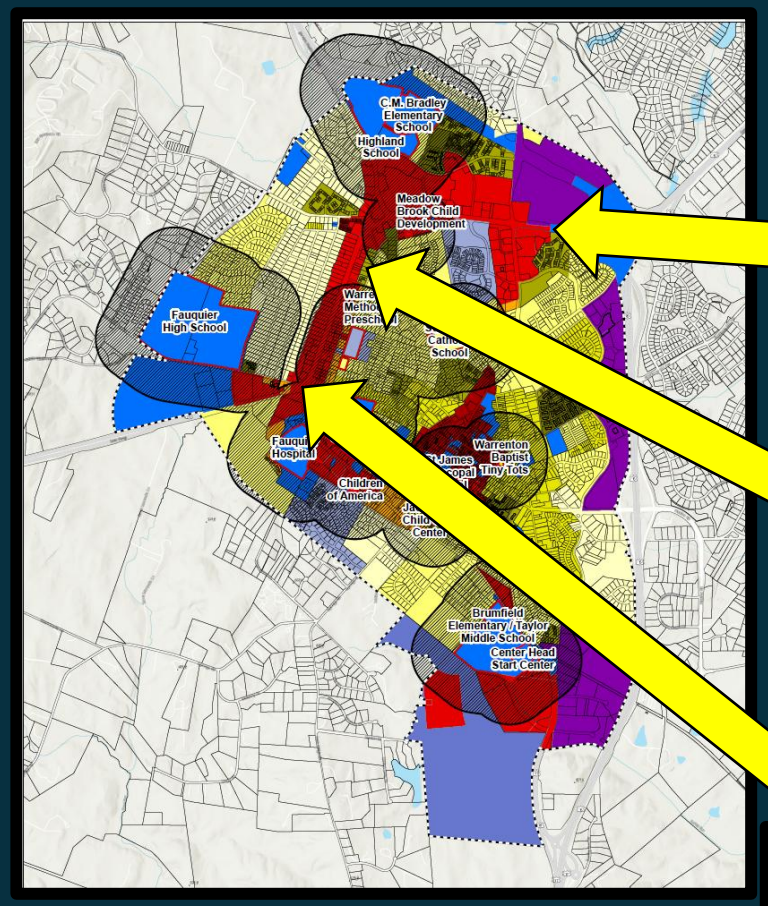
Industrial District

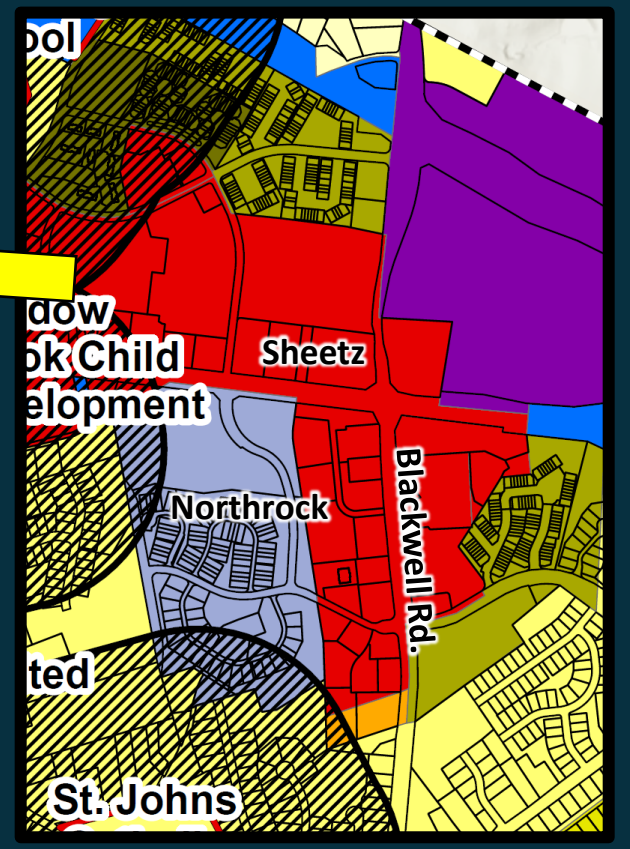
State Code requires a 1,000 foot separation between cannabis facilities and:

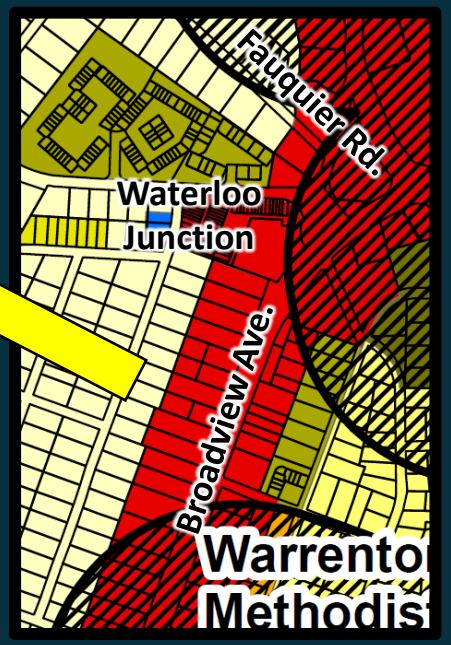
- Hospitals
- Public, Private and Parochial Schools
- Child Day Care Facilities

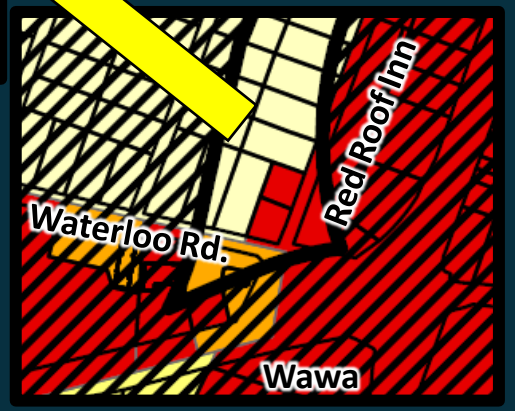
Town Council may adopt an Ordinance that ***reduces*** the buffer around Schools & Day Care Facilities.

1,000-Foot Buffer Map & Zoning Map Overlay
Commercial District Parcels





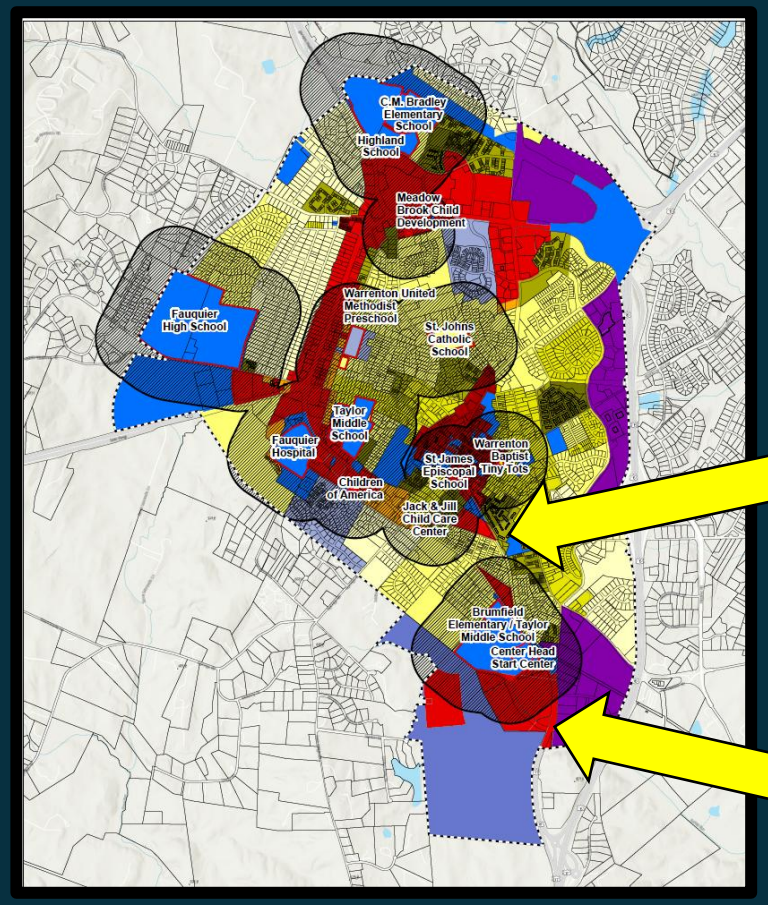


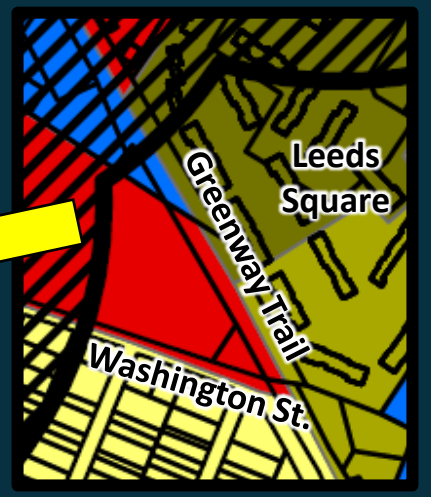


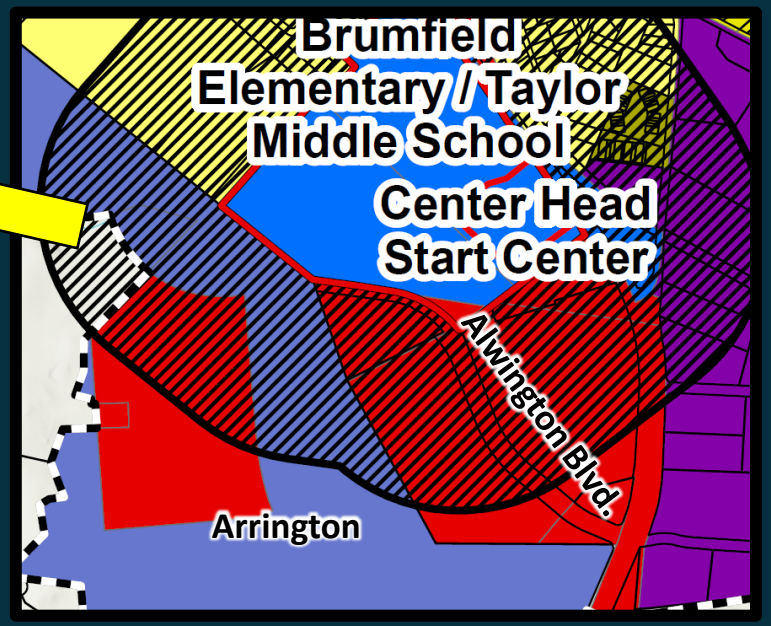
Zoning Map

- Commercial District
- Industrial District

1,000-Foot Buffer Map & Zoning Map Overlay
Commercial District Parcels



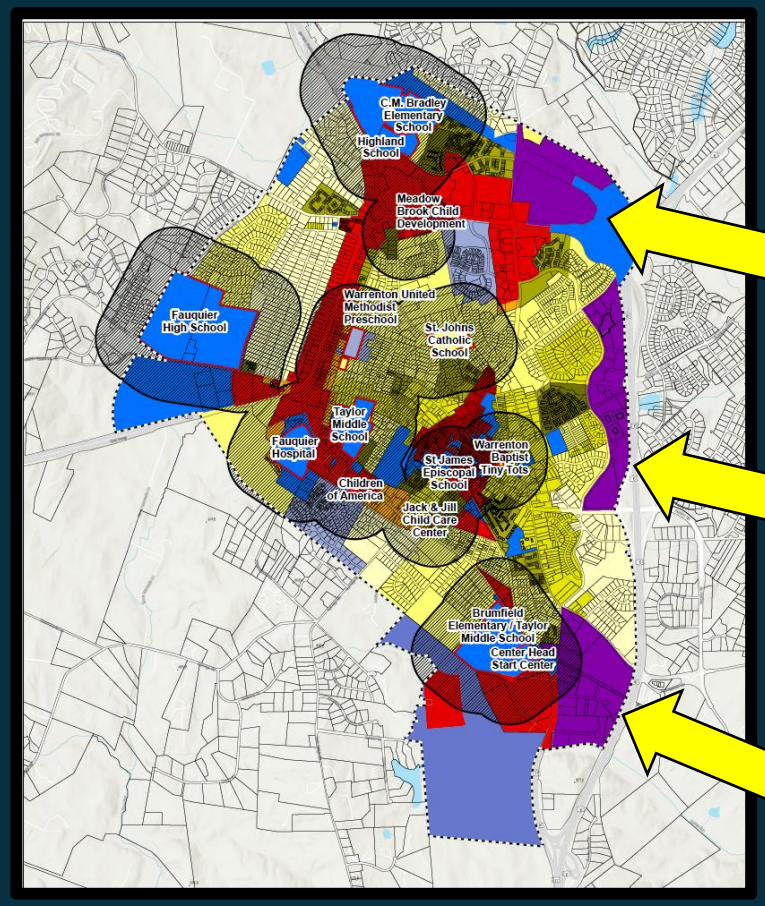


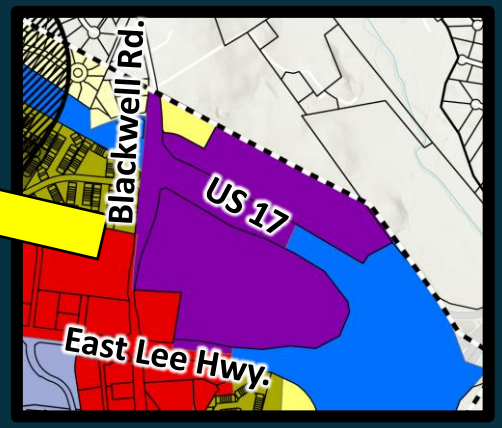


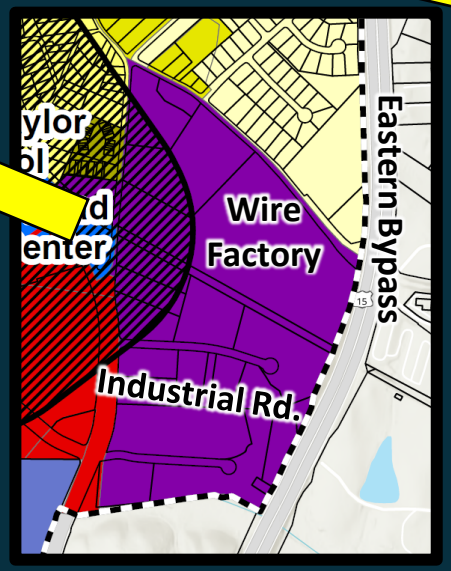
Zoning Map

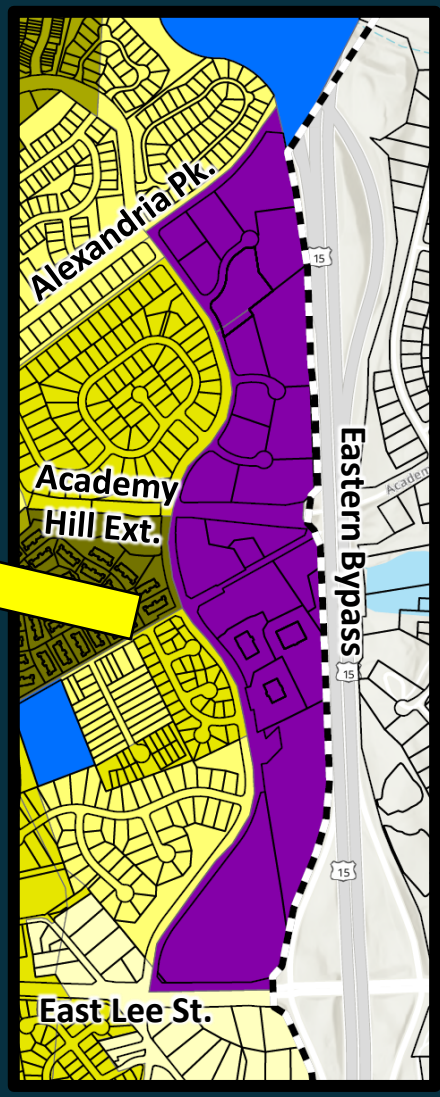
- Commercial District
- Industrial District

1,000-Foot Buffer Map & Zoning Map Overlay
Industrial District Parcels









Zoning Map

- Commercial District
- Industrial District

Zoning Ordinance Criteria for Consideration of Text Amendments

When there is a request for a zoning ordinance text amendment, the Planning Commission and Town Council shall consider the following matters:

Section 11-3.9.13
Two Main Considerations for Text Amendments:

1. Whether the proposed text amendment is consistent with the Comprehensive Plan.
2. Whether the proposed text amendment is consistent with the intent and purpose of the Zoning Ordinance.

Section 11-3.9.12
Fourteen Additional Considerations – Use only those that are *Relevant* to the Proposed Text Amendment

1. Does it further the public interest, and conforms with the goals, objectives, and policies of the Comprehensive Plan?
2. Is it consistent with the Future Land Use Plan and the established character and land use patterns?
3. Is it justified by changed/changing conditions?
4. Would it create an isolated district that is unrelated to adjacent districts?
5. Are there now, or could there be built, adequate infrastructure and utilities to serve the use?
6. Is it compatible with properties in the vicinity, and would have no adverse impact on these properties?
7. Are there adequate sites elsewhere in the Town for the use?
8. Would there be traffic impacts that cannot be mitigated?
9. Is there already a reasonable and viable economic use of the property?
10. Would it have a negative impact on natural resources that is not compatible with the Comprehensive Plan?
11. Does it encourage economic development in areas deigned suitable by the Comprehensive Plan, provides desirable employment and enlarges the tax base?
12. Does it consider the current and future needs of the community, as determined by population and economic studies?
13. Does it enhance the opportunity for moderate housing for residents of the Town?
14. Does it negatively effect natural, scenic, archaeological, or historic features of significant importance?



Questions?

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Town Council Resolution Regarding Committees
Requested Action:	Discussion and consideration of a resolution establishing the Town's participation procedures in the Town/County Liaison Committee
Department / Agency Lead:	Town Manager's Office
Staff Lead:	Judson Rex, Town Manager

EXECUTIVE SUMMARY

At the October 13, 2026 meeting, Town Council approved a motion to bring for consideration a resolution confirming the Council's role in creating Town committees, appointing their members and the Town's representatives to outside bodies, and directing staff support for them, including designation of the Town's representatives to the Town/County Liaison Committee. This staff report is intended to provide information related to the request and to offer a potential path forward for the council to consider.

The Town/County Liaison Committee provides a forum for coordination between the Town of Warrenton and Fauquier County. Staff proposes a structured approach to the Town's participation centered on two functions: advise and report. The Committee would identify opportunities and develop recommendations for consideration by the Town Council and County Board of Supervisors, without independently establishing policy or committing either governing body.

The proposed framework establishes a recurring process for Council direction, selection of representatives, administrative preparation, Committee discussion, and reporting and follow-through. A Council resolution would formalize the Town's internal expectations while preserving flexibility to address emerging intergovernmental priorities.

BACKGROUND

Staff proposes the following five-step process:

1. **Council preparation and direction**. At the Council meeting preceding each Liaison Committee meeting, Council would identify topics, establish priorities, and provide direction. The Town Manager would solicit topics and provide background information in advance of the Council's discussion.
2. **Selection of Town representatives**. At the Council meeting, Council would designate its participants, potentially based on agenda topics, expertise, interest, and availability. Alternatively, Council could select standing representatives if continuity is preferred.
3. **Town Manager coordination and briefing**. The Town Manager would coordinate the proposed agenda and materials with the County Administrator and brief selected Town representatives with background information, analysis, and considerations.
4. **Committee meeting and follow-up**. Representatives would discuss shared issues and identify recommendations, potential actions, and information needs. The Town Manager would distribute a

timely written summary to all Councilmembers immediately following the liaison committee meeting.

5. **Report back and accountability**. At the Council meeting following the liaison committee meeting, Council would receive a report, consider recommendations, and provide direction or take action as appropriate. Staff would track open items, decisions, and next steps between meetings.

Under this approach, Council establishes policy priorities and selects representatives; designated Councilmembers participate and report without binding the full Council; the Town Manager coordinates preparation, reporting, and tracking; and the Liaison Committee serves as an advisory forum. Joint meeting arrangements would be coordinated with Fauquier County. The table below summarizes proposed roles and responsibilities.

Who	Responsibilities
Town Council	Establish priorities and policy direction; select Town representatives; receive Committee reports and recommendations; consider and authorize formal Town actions and positions.
Town Council Representatives	Participate in Liaison Committee discussions; communicate Council priorities; collaborate with County representatives; advise and report back without independently committing the full Council.
Town Manager	Coordinate agenda development with the County Administrator; prepare and brief representatives; facilitate staff support; document outcomes; communicate with the full Council; track follow-up items.
Town–County Liaison Committee	Serve as an advisory and coordinating forum; discuss matters of mutual interest; identify opportunities and recommendations; provide a formal pipeline for action by the respective governing bodies.

STAFF RECOMMENDATION

Staff recommends that Council discuss the proposed framework and consider a resolution establishing the Town's expectations for agenda preparation, selection of representatives, administrative coordination, reporting, and follow-through. Staff also recommends maintaining a simple log of topics, recommendations, decisions, responsible parties, and outstanding actions. Council should provide direction on whether to designate standing representatives or select participants before each meeting.

Service Level/Collaborative Impact

A consistent process would improve coordination with Fauquier County, keep the full Council informed, and strengthen accountability for matters requiring intergovernmental collaboration. Implementation would involve the Town Manager's Office and affected departments as topics arise.

Policy Direction/Warrenton Plan 2040

The framework supports coordinated consideration of shared priorities, including transportation, infrastructure, public facilities, and economic development, where relevant to Plan Warrenton 2040. It does not itself establish new substantive policy.

Fiscal Considerations

No direct appropriation is requested. Meeting preparation, coordination, reporting, and tracking would require staff time within existing operations.

Legal Considerations

The proposed resolution would govern the Town's internal participation and would not independently bind Fauquier County or delegate final policy authority from either governing body. The Town Attorney should review the resolution and applicable public meeting, notice, and records requirements, including the Virginia Freedom of Information Act.

ATTACHMENTS

Proposed Town Council resolution (to be finalized).

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Discussion of a Proposed Town Council Transportation Committee
Requested Action:	Discussion and Council direction; no formal action requested
Department / Agency Lead:	Town Manager's Office
Staff Lead:	Judson Rex, Town Manager

EXECUTIVE SUMMARY

At the request of Ward 3 Councilmember Larry Kovalik, Town Council will discuss the potential creation of a Transportation Committee to consider transportation needs and priorities in Warrenton. The discussion provides an opportunity to assess the value and potential role of such a committee within the Council's broader committee structure.

BACKGROUND

The Town Council Handbook recognizes Council participation in committees and establishes expectations for public meetings and Council governance. Historically, Town Council operated with four standing committees:

1. Public Safety and Transportation Committee
2. Heath Parks and Recreation Committee
3. Public Works and Utilities Committee
4. Finance Committee

Around 2020, during the COVID-19 pandemic, the committee structure was consolidated, with transportation responsibilities incorporated into the Public Safety Committee.

Currently, Town Council has two standing committees, Finance and Public Safety, each consisting of two Councilmembers. These committees generally operate through informal meeting practices, with reports provided during regular Council meetings. The proposed Transportation Committee presents an opportunity for Council to revisit its previous committee structure and evaluate whether transportation matters would benefit from a dedicated committee or should continue to be addressed within the existing Public Safety Committee.

Given the potential addition of a Transportation Committee, staff recommends that Council consider the broader committee structure, including committee purpose, membership, meeting procedures, staff support, and reporting expectations, during its organizational meeting in early 2027.

A transportation committee could provide a dedicated forum for discussing transportation issues and priorities. Its purpose, membership, scope, meeting practices, and relationship to existing staff responsibilities would need to be established by Council.

STAFF RECOMMENDATION

Staff recommends that Council discuss the potential need for a Transportation Committee and identify any immediate priorities or expectations. Rather than establish a new committee in isolation, staff further recommends that Council undertake a broader review of its committee structure at its organizational meeting early in calendar year 2027, when the new Council is seated. That review could evaluate the current committee structure, Council interest and capacity for committee work, the appropriate scope of any transportation committee, and expectations for agendas, records, reporting, and staff support. No formal action is requested at this work session.

Service Level/Collaborative Impact

Any additional committee would require staff coordination and support. Its responsibilities should complement existing departmental work and provide an opportunity for policy discussions and initiatives to be vetted like the two currently established committees.

Policy Direction/Warrenton Plan 2040

A transportation-focused committee could support discussion of mobility, infrastructure, and transportation priorities consistent with Plan Warrenton 2040. Specific policy responsibilities would be determined by Council.

Fiscal Considerations

No direct fiscal action is proposed. Additional committee activity may have staff time and administrative resource implications.

Legal Considerations

Before establishing or changing committee procedures, the Town Attorney should review the proposed structure and meeting practices for compliance with applicable public meeting and records requirements, including the Virginia Freedom of Information Act.

ATTACHMENTS

None.

Office of the Town Manager
Judson Rex

STAFF REPORT

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

Council Meeting Date:	November 10th, 2026
Agenda Title:	Finance Committee Update
Requested Action:	Receive the information from the presenter
Department / Agency Lead:	Town Council
Staff Lead:	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

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

ATTACHMENTS

1.
2.
3.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10th, 2026
Agenda Title:	Public Safety Committee Update
Requested Action:	Receive the information from the presenter
Department / Agency Lead:	Town Council
Staff Lead:	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

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

Legal Impact

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

ATTACHMENTS

1.
2.
3.

Motion for Convening a Closed Session

Council Meeting Date: November 10th, 2026

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 _____ *[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.

__X__ 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: **Amazon v Town/BZA. Cross the Amazon/Town, Cole v. Martin et al, Shockey v. Town of Warrenton,**
where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the Town.

__X__ 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, **Qualified Settlement Fund (QSF) discussion** *[Give nature of matter].*

____ As permitted by Virginia Code § 2.2-371 l (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:

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:

For Information:
Town Clerk

Effective date: November 10th, 2026.

Stephen Clough, Town Recorder
_____.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	Tuesday, November 10th , 2026
Agenda Title:	Ordinance 2026-14: Town Code Amendment Regarding Commercial Refuse Collection Outside the Historic District.
Requested Action:	Consider Ordinance 2026-14 regarding commercial refuse collection
Department / Agency Lead:	Interdepartmental effort – Public Works, Town Managers Office, etc
Staff Lead:	Lauren Kruck

EXECUTIVE SUMMARY

In October 2026, staff presented Town Council with proposed new language to Section 8-21 of the Town Code, which currently provides an exception to the Town's commercial trash collection restrictions for "standalone professional services businesses." The new language removes this exception, clarifying that businesses within the historic district will receive trash pickup, but businesses and apartment buildings outside of the historic district will not.

The proposed amendment would read as follows:

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. Town collection within the Historic District shall be subject to the terms and conditions of the Town's agreement with the County for use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

At the October 13, 2026 meeting, Town Council voted to table and hold open a public hearing on the proposed amendment to Section 8-21 of the Town Code. The proposed amendment is intended to establish a consistent and clearly defined standard for municipal refuse collection while allowing the Town to better manage available Public Works resources.

BACKGROUND

In May 2021, Chapter 8 of the Town Code was amended to establish different garbage and trash collection requirements inside and outside of the Historic District.

Under the current language of Section 8-21, the Town provides garbage and trash collection to dwellings, commercial properties within the Historic District, and "standalone professional services businesses." It specifies that apartment houses, restaurants, hotels, commercial houses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular Town trash collection.

At the September 2026 Town Council meeting, staff presented this issue and requested direction regarding the exception made for standalone Professional Services Businesses. Staff recommended and Town Council provided direction to remove the exception.

Staff continues to recommend that the exception allowing for municipal trash pickup of standalone professional services businesses be removed. This approach provides a more clear and consistent standard for determining which properties are eligible for municipal collection.

Indeed, the proposed amendment would maintain Town garbage and trash collection for properties within the Historic District, provided the garbage and trash was generated on the property being served. Outside of the Historic District, municipal collection would be limited to residential dwellings, not including apartment houses. Under the proposed language, all commercial businesses and other commercial properties outside of the Historic District would be responsible for arranging and paying for their own garbage and trash collection.

At the October council meeting, Town Council held a public hearing and requested more information from staff regarding the current status and history of trash collection. The following figures and documents have since been compiled:

- An estimated 1,087 housing units coming up between FY27-FY30, with an estimate of 627 new units for trash collection possible.
- A document showing the tonnage of trash picked up by the Town and taken to the landfill over the past 8 years, along with the tipping fee waiver amounts from Fauquier County (attached).
- The number of total locations receiving municipal trash pickup, which is approximately 3,777. This is the estimated total number of stops currently.
- The estimated cost of service per stop, which is $178.09 per year, or $14.84 per month. This figure includes personnel costs only, and does not take into account asset replacement costs, fuel, and repairs.
- A list of all licensed businesses in the Town (833).
    - Subtracting the 109 commercial businesses the Town collects from outside the historic district and the businesses located within the Historic District, the total is approximately 541 businesses that do not

receive municipal trash services. Many of these 541 businesses are brick and mortar businesses, stores, and restaurants that pay for private trash services, while others may be home-based businesses that are not open to the public and include their business trash within their residential pickup.

STAFF RECOMMENDATION

Staff recommends that Town Council hold the scheduled public hearing and, following the public hearing, approve the proposed amendment to Section 8-21 of the Town Code to establish that, outside of the Historic District, Town garbage and trash collection is limited to residential dwellings, not including apartment houses.

Service Level/Collaborative Impact

There are currently approximately 109 businesses outside of the Historic District that receive garbage collection from the Town.

Removing the "standalone professional services businesses" exception would establish a consistent standard for commercial properties outside of the Historic District and eliminate the need for staff to determine whether an individual business qualifies as a "standalone professional services business." If the proposed amendment is adopted, affected businesses will be notified of the change and provided information regarding private trash collection services operating within the Warrenton area. Businesses will also be responsible for ensuring that their waste collection arrangements comply with applicable Town zoning and property requirements, including requirements for dumpsters, dumpster pads, and enclosures where applicable.

For Public Works, eliminating commercial collection outside of the Historic District would reduce approximately 66 stops from municipal refuse collection routes. The reduction in commercial stops will provide Public Works staff with additional capacity for other ongoing Public Works projects and future residential collection needs.

Policy Direction/Warrenton Plan 2040

The proposed amendment is consistent with the following Warrenton Plan 2040 policies:

CF-1: "Serve as the central inviting public service center for Town and County residents with a proportionate share of community services provided by other governments, including a fair and reasonable balance in funding sources for community facilities."

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."

Fiscal Impact

The proposed amendment will shift the responsibility for garbage and trash collection from the Town to affected commercial properties located outside of the Historic District. Affected businesses will be responsible for contracting with private waste collection providers and ensuring compliance with applicable Town requirements. Depending on the property, this may include the installation or modification of dumpster pads, fencing, and enclosures, as well as the cost of dumpsters and private collection services.

The proposed amendment is not expected to result in an immediate reduction in the Town's fixed operating expenses, including personnel and equipment costs. However, reducing the number of commercial collection stops is expected to decrease demand on municipal refuse collection routes and may reduce variable operating expenses associated with fuel, vehicle maintenance, and waste disposal.

The reduction in commercial collection responsibilities would also provide additional capacity within the existing Public Works workforce and equipment resources to accommodate future residential growth and other departmental responsibilities.

Legal Impact

The verbiage of the proposed amendment has been reviewed and approved by Mr. Strothers.

ATTACHMENTS

1. Town Code – Ch. 8
2. Proposed edits to Town Code – Ch. 8
3. Tipping fees waived and tonnage of trash taken to landfill, FY18-FY26

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. The Historic District is a defined, compact, mixed-use service area with collection service needs distinct from those in other areas of the Town. The Town's Historic District collection classification is based on those service characteristics and not on the identity of a property owner.

Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

10/13/26
Town Council
Regular Meeting
Ordinance 2026-14

ORDINANCE2026-14
AN ORDINANCE TO APPROVE A TOWN CODE TEXT AMENDMENT TO CHAPTER 8 GARBAGE, TRASH AND WEEDS, ARTICLE II. COLLECTION, SECTION 8-21 TO REMOVE THE COMMERCIAL REFUSE COLLECTION EXCEPTION FOR STANDALONE PROFESSIONAL SERVICES BUSINESSES EFFECTIVE JANUARY 1, 2027.

WHEREAS, the Town of Warrenton proposes to update the Town Code by amending Chapter 8, Section 8-21; and

WHEREAS, the current language of Section 8-21 provides an exception to the Town's commercial trash collection restrictions for "standalone professional services businesses," a term that is not defined in either the Town Code or the Zoning Code; and

WHEREAS, removing this exception establishes a clear and consistent standard between properties eligible for municipal collection and commercial properties outside the Historic District that must obtain private waste collection services; and

WHEREAS, the Town Council has determined that the fiscal responsibility and general welfare of the public warrant this amendment; and

WHEREAS, the Town of Warrenton Town Council held a Work Session on the proposed amendment on September 8, 2026; and

WHEREAS, on October 13, 2026, the Town of Warrenton Town Council held a public hearing and considered written and oral testimony on the proposed text amendment;

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Warrenton this 13th day of October 2026, That the Town Council Hereby approves the following text amendment to Chapter 8, Article II of the Town Code.
ATTATCHMENT:

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:
For Information:

ATTEST: _____
Town Recorder

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

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(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

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ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

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Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

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(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

	Tipping fees waived	Tonnage actually deposited
FY18	$ 200,000.00	3,665.35 tons
FY19	$ 200,000.00	3,708 tons
FY20	$ 200,000.00	3,908 tons
FY21	$ 200,000.00	3,924 tons
FY22	$ 208,600.00	3,697 tons
FY23	$ 231,530.00	3,731 tons
FY24	$ 224,000.00	3,684 tons
FY25	$ 233,600.00	3,728 tons
FY26	$ 244,200.00	3,721.5 tons
FY27	$ 250,000.00	

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

~~Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes), commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.~~

~~(Code 1981, § 7-5; Ord. of 5-11-21(1))~~

Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. Town collection within the Historic District shall be subject to the terms and conditions of the Town's agreement with the County for use of the County's waste disposal facility.

Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.

Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

Projects:

Warrenton Crossing – 135 detached dwellings **(Public Streets/Trash Collection)**
Waterloo Junction – 47 townhomes **(Trash Collection)**
Old Alexandria Knolls – 8 detached dwellings **(Public Streets/Trash Collection)**
Winchester Chase Ph. 2 – 33 detached dwellings **(Public Streets/Trash Collection)**
Cobb's Hill/Benner Property – 55 detached dwellings total **(Public Streets/Trash Collection)**
Academy Hill (Ville Nova) – 17 detached dwellings **(Public Streets/Trash Collection)**
Warrenton Village Center – 320 apartments, 34 two-over-two's, 32 townhomes **(Possible Townhouse Trash Collection – 66 Units)**
Hero's Bridge – 22 duplex units (44 dwellings total)
Waterloo/Garrett Street – 5 detached dwellings **(Public Streets/Trash Collection)**
Warrenton Crossing 2 (Daniels Property) – 8 detached dwellings **(Public Streets/Trash Collection)**
Landbay "E" Walker Drive – 39 apartments **(No Trash Collection)**
320 Culpeper – 2 detached dwellings **(Trash Collection)**
Arrington – 270 dwellings, 15 room hotel, 25 acres commercial **(Public Streets/Trash Collection)**

FY27

70 detached (1/2 Warrenton Crossing) **(Public Streets/Trash Collection)**
8 detached (Old Alexandria Knolls) **(Public Streets/Trash Collection)**
47 townhomes (Waterloo Junction) **(28 Townhomes w/ Public Street Frontage/Trash Collection)**
23 detached (Tiffany Estates) **(No Trash Collection)**
8 detached (1/2 Ville Nova) **(Public Streets/Trash Collection)**
5 detached (Waterloo/Garrett) **(Public Streets/Trash Collection)**
65 detached (1/2 Warrenton Crossing) **(Public Streets/Trash Collection)**
9 detached (1/2 Ville Nova) **(Public Streets/Trash Collection)**
Total – 235 dwellings (193 Units Trash Collection)

FY28

2 detached (320 Culpeper) **(Trash Collection)**
8 detached (Warrenton Crossing 2) **(Public Streets/Trash Collection)**
55 detached (Cobb's Hill/Benner) **(Public Streets/Trash Collection)**
33 detached (Winchester Chase Ph. 2) **(Public Streets/Trash Collection)**
44 attached (Hero's Bridge)
Total – 142 dwellings (98 Units Trash Collection)

FY29

320 apartments, 34 two-over-two's, 32 townhomes – (Warrenton Village Center)
(Possible 66 Units – Trash Collection)
39 apartments – (Landbay "E" Walker Drive)
135 dwellings – (Arrington) **(Public Streets/Trash Collection)**
Total – 560 dwellings (Possible 201 Units – Trash Collection)

FY30

135 dwellings – (Arrington) **(Public Streets/Trash Collection)**
15 hotel units – (Arrington) **(Public Streets)**
Total – 150 dwellings (135 Units – Trash Collection)

Public Streets – Town provides street maintenance and trash service once streets are accepted.

627 New Units for Trash Collection Possible.

Chapter 8 GARBAGE, TRASH AND WEEDS[1]

ARTICLE I. IN GENERAL

Sec. 8-1. Definitions.

For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them by this section:

Garbage. All wastes to be disposed of from the preparation, cooking and serving of food, vegetables, fruit and meat scraps from residences, hotels, restaurants and other places where food is prepared for human consumption, and all offal from fish, meat and vegetable markets, and all vegetable or organic substances unfit for food that are subject to immediate decay.

Trash. All rubbish, refuse, shrubbery cuttings, leaves, cans, bottles, boxes, paper and other similar materials. "Trash" as defined in this section shall not include batteries, tires, household furniture and appliances, or any automotive parts or equipment.

(Code 1981, § 7-1)

State law reference(s)—Definitions applicable to Virginia Waste Management Act, Code of Virginia, § 10-264.

Sec. 8-2. Depositing, etc., garbage, etc., in public places.

It shall be unlawful for any person to throw or deposit on any street or public place of the town or the premises of any other person any garbage, rubbish, dirt, filth, shavings, manure, offal, ashes or any other article or substance calculated to render streets, public places or premises unsightly or to affect injuriously the health of the community.

(Code 1981, § 7-2)

Cross reference(s)—Streets and sidewalks, Ch. 14.

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[1]Cross reference(s)—Administration, Ch. 2; animals and fowl, Ch. 3; buildings, Ch. 4; fire prevention and protection, Ch. 7; licenses, Ch. 9; motor vehicles and traffic, Ch. 10; solicitors, Ch. 13; streets and sidewalks, Ch. 14; water and sewers, Ch. 17; inoperative vehicles, § 10-84 et seq.; discharge of garbage into sewer system, § 17-216.

State law reference(s)—Virginia Waste Management Act, Code of Virginia, § 10-263 et seq.; removal of trash, garbage, weeds, etc., from property, Code of Virginia, § 15.1-11; contracts for garbage and refuse pickup and disposal services, waste recovery facilities, Code of Virginia, § 15.1-28.02; ordinances requiring delivery of garbage, trash and refuse to certain facilities, Code of Virginia, § 15.1-28.03; regulation of garbage and refuse pickup and disposal services, Code of Virginia, § 15.1-28.1; municipal collection and disposal of refuse, regulation of disposal facilities, Code of Virginia, § 15.1-857; mailing of summons for violation of trash ordinance, Code of Virginia, § 19.2-76.2; dumping trash, etc. on highway, right-of-way or private property, Code of Virginia, §§ 33.1-346, 33.1-346.1; dump creating fire hazard to public bridge, Code of Virginia, § 33.1-347.

State law reference(s)—Litter control and recycling, Code of Virginia, § 10-277 et seq.

Secs. 8-3, 8-4. Reserved.

Editor's note(s)—Ordinance No. 1993-3, adopted March 9, 1993, repealed §§ 8-3 and 8-4 in their entirety. Formerly, such sections pertained to the burning of trash on streets, alleys or private property and derived from §§ 7-3, 7-4 of the 1981 Code.

Secs. 8-5—8-20. Reserved.

ARTICLE II. COLLECTION

DIVISION 1. GENERALLY

Sec. 8-21. By town; method and supervision generally.

Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes) and commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses, standalone professional service businesses, and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.

(Code 1981, § 7-5; Ord. of 5-11-21(1))

Sec. 8-22. Frequency.

Collections of garbage and trash made pursuant to this article shall be made at such intervals as, in the judgement of the town council, may be necessary and as the funds available for the purpose will permit, in the interests of maintenance of public health. A schedule will be posted on our website, designating the assigned routes and days for service.

(Code 1981, § 7-6; Ord. of 5-11-21(1))

Sec. 8-23. Storage of garbage, etc., pending removal.

It shall be the duty of every owner or other person in charge of premises within the town to keep all garbage and trash which may have accumulated on the premises suitably confined pending its removal.

(Code 1981, § 7-7)

Sec. 8-24. Preparation of certain paper items.

In the commercial areas of town, all paper cartons shall be folded flat except where there is a large quantity of loose paper, which shall be stored in these cartons pending collection. Paper cartons and cartons containing loose paper shall be stored within a building or enclosure pending removal and shall not be permitted to be scattered on the premises of the owner or others. If the amount of paper items presented for collection exceeds

the capabilities of the town, the town reserves the right to require disposal of such at the commercial vendor's own expense.

(Code 1981, § 7-9; Ord. of 5-11-21(1))

Sec. 8-25. Certain materials prohibited from collection.

(a) Earth, rocks, building materials and tree limbs shall not be placed in any garbage or trash receptacle or collected by the town.

(b) Batteries, tires, household furniture and appliances or any automotive parts and equipment shall not be placed in any garbage or trash receptacle or collected by the town.

(Code 1981, § 7-10)

Sec. 8-26. Separation of certain paper items.

All corrugated cardboard and trash newspapers shall be segregated and removed from garbage and trash generally to be collected and removed by the town as described in section 8-41. Any garbage or trash placed for pickup containing corrugated cardboard or newspaper shall not be picked up by the town for collection processing.

(1) On the day of the week designated by the town for newspaper collection and pickup, all newspapers to be collected and recycled shall be placed curbside in the same manner and location as required by section 8-43 herein.

(2) All corrugated cardboard shall be placed curbside in the same location as required by section 8-43 herein, and identified in a manner as to be separate from all other garbage and trash to be collected.

(3) On the day of the week designated by the town for curbside recycling, collection recycling containers (bag, bin, etc.) or transparent bags shall be placed curbside in the same manner and location as required by section 8-43 herein.

(Ord. No. 1992-14, 8-11-92; Ord. No. 1994-11, 8-9-94; Ord. of 5-11-21(1))

Sec. 8-27. Preparation of tree trimmings and brush.

(a) Tree trimmings or brush shall be placed on the shoulder of the road or at curbside, and not in the gutter, on the second day of the week for regular scheduled trash pickup, but no sooner than the night before the scheduled pickup, by citizens as required by section 8-43 herein.

(b) Tree limbs must be no larger than eight (8) inches in diameter and must be cut in lengths no greater than eight (8) feet.

(c) The following items are prohibited from collection:

(1) Limbs or brush mixed with construction debris.

(2) Stumps.

(3) Trees or brush cut by tree care or removal companies or contractors.

(4) Vines and/or any herbaceous or nonwoody plant with thin stems.

(Ord. No. 1994-11, 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21)

Editor's note(s)—Ord. No. 1994-11, adopted Aug. 8, 1994, amended the Code by adding § 8-45. For purposes of classification, such new provisions were included as § 8-27 at the discretion of the editor.

Secs. 8-28—8-40. Reserved.

DIVISION 2. CONTAINERS

Sec. 8-41. Required.

All garbage and trash to be collected and removed by the town under this article shall be deposited in containers as described in section 8-42.

(Code 1981, § 7-11)

Sec. 8-42. Duty of occupants, etc., to provide; specifications.

It shall be the duty of every tenant, lessee or occupant of any residence or establishment where people reside, congregate or are employed to provide sufficient garbage or trash containers to handle the accumulation of garbage or trash during the intervals between collections. The containers shall be made of metal or a suitable plastic with a close fitting metal or plastic lid and solid bottom and shall be provided with a handle or grips at the sides for the safe and convenient handling of the containers. In no case shall the containers have a capacity of less than ten (10) gallons nor more than thirty-two (32) gallons, nor shall any container be filled with garbage or other material in excess of seventy-five (75) pounds, except those containers manipulated by some mechanical means. It shall be unlawful to place garbage or trash for collection in a box, tub, crate or any other container except as otherwise provided in this article.

(Code 1981, § 7-12)

Sec. 8-43. Location.

(a) *Placement.* Containers in which garbage, trash, or recyclables have been deposited for collection by the town, pursuant to section 8-42 of this Code, shall be located for collection by 6:00 a.m. on the scheduled day of collection in the following manner along the said property line and a public/private street.

(1) Where curb exists, the containers shall be placed between the back of the curb line and the back of the sidewalk. Where no sidewalk exists, the containers shall be placed no more than ten (10) feet from the back of the curb line.

(2) Where there is no curb, the containers shall be placed between the edge of the pavement and the ditch, but in no case shall such container be placed greater than ten (10) feet from the edge of the pavement.

(3) Containers are not to be placed on or in front of another property unless written permission is granted. It is the intent that said debris be placed in front of the owner's property.

(b) *Exceptions.* The town reserves the right, in hardship cases, to collect garbage, trash, and recyclables in backyards. Hardship, as used herein, shall generally be deemed physical impairment, due to disability, age, or infirmity, that prevents the resident from being able to make placement of the containers in the required manner. The town manager, in his sole discretion, or his appointed representative shall make the determination, upon request, as to whether exceptions for hardship can be made.

(Code 1981, § 7-13; Ord. No. 1992-16, 8-11-92; Ord. No. 1994-11. 8-9-94; Ord. No. 2006-06, 6-13-2006; Ord. of 5-11-21(1))

Sec. 8-44. Preparation of garbage.

All garbage, before being deposited in the container, shall be drained of all liquid and be securely bagged.

(Code 1981, § 7-8; Ord. of 5-11-21(1))

Secs. 8-45—8-60. Reserved.

ARTICLE III. CONDITION OF PREMISES[2]

Sec. 8-61. Duty of owners, etc.

It shall be the duty of every owner or other person in charge of premises within the town, whether or not he avails himself of the garbage and trash disposal service provided for in Articles I and II of this chapter, to keep such premises in a sanitary condition.

(Code 1981, § 7-14)

Sec. 8-62. Notice to remove trash, garbage, etc.

Whenever the owner of any property permits trash, garbage, litter and other substances which might endanger the health or safety of other residents of the town and town manager deems it necessary, the owner of such property shall be notified in writing to remove such garbage, refuse, litter and other substances on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town manager may, in his discretion, have such trash, garbage, litter and other substances in question removed by the agents or employees of the town and the cost and expense thereof shall be chargeable to and paid by the owner of such property. If the cost and expenses are not paid by the owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of taxes and levies and shall be collected as real estate taxes are collected.

(Code 1981, § 7-15)

Sec. 8-63. Notice to cut weeds.

Whenever any property in the town is permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health, safety and welfare of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such property within a reasonable time, specified in the notice. If the owner refuses to comply with the notice, the town

[2]State law reference(s)—Noxious Weed Law, Code of Virginia, § 3.1-296.11 et seq.; removal of trash, garbage, weeds, etc. from property, Code of Virginia, section 15.1-11; authority of town council to control Johnson grass and multiflora rose, Code of Virginia, § 15.1-28.4; weeds and plants on highway rights-of-way, Code of Virginia, § 33.1-209.

manager may, in his discretion, have such grass, weeds and other foreign growth on the property in question cut by the agents or employees of the town and the cost and expenses thereof shall be chargeable to and paid by the owner of such property. If such cost and expenses are not paid by such owner, the amount shall be assessed against the owner and such assessment shall become a lien upon the property as in the case of real estate taxes and shall be collected as real estate taxes are collected. For purposes of this provision, one (1) written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.

(Code 1981, § 7-16; Ord. No. 2016-09, 6-14-16)

Sec. 8-64. Service of notice.

The notices provided for in this article shall be served personally, if possible, but if the person upon whom personal service is to be made cannot be found in the town, such notice shall be sent, by certified mail, to the last known post office address of such person and proof thereof shall be taken and accepted in lieu of personal service.

(Code 1981, § 7-17)

EXPERIENCE WARRENTON VIRGINIA EST. 1810

Commercial Refuse Pickup

Town Council Regular Meeting
November 10th, 2026

Commercial Refuse Pickup – Current Code

- As discussed in the September & October work sessions, Chapter 8 of Town Code specifies which structures in the Town of Warrenton were eligible for municipal trash collection and which must obtain private services. Sec 8-21 currently states:
- *Garbage and trash shall be removed by the town from dwellings (defined as single family and duplexes), commercial properties in historic district or standalone professional services businesses. Apartment houses, restaurants, hotels, commercial houses and other places where human beings may dwell or assemble are classified as commercial properties outside the scope of regular trash collection. Such removal shall be under the direction of the town manager and in compliance with the provisions of this article. With the exception of properties classified as commercial by virtue of the type and amount of waste produced by the site and use.*

Commercial Refuse Pickup – Proposed Code

- In October, the following new language was proposed:

> *Garbage and trash shall be collected by the Town from properties located within the Historic District, as established and shown on the official Historic District map adopted by the Town, and only when the garbage and trash was generated on the property to be served. The Historic District is a defined, compact, mixed-use service area with collection service needs distinct from those in other areas of the Town. The Town's Historic District collection classification is based on those service characteristics and not on the identity of a property owner. Town collection within the Historic District shall be subject to applicable County requirements governing the use of the County's waste disposal facility.*
>
> *Outside of the Historic District, the Town shall collect garbage and trash only from residential dwellings, not including apartment houses.*
>
> *Such collection shall be under the direction of the Town Manager and in compliance with the provisions of this article.*

Commercial Refuse Pickup – Project Status

- Progress so far:
  - Generated a list of all commercial properties that receive trash pickup.
  - Clarified which of these properties lay within the Historic District.
  - Estimated the trash output of the businesses outside of the historic district.
  - Proposed new language for Town Code to clarify which businesses receive pickup, removing the “standalone professional services businesses” exception.
- Steps taken since the October council meeting:
  - Estimated the future housing developments that will require Town trash removal services: An estimated 1,087 housing units coming up between FY27-FY30, with an estimate of 627 new units for trash collection possible.
  - Compiled the tonnage of trash picked up by the Town and taken to the landfill over the past 8 years.
  - Established the number of locations receiving pickup (3,777), and estimated the cost per resident/business stop: $178.09 annually. This figure includes personnel only, and does not take into account asset replacement costs, fuel, or repairs.
  - Created list of all licensed businesses in the Town (833).
    - Without the 109 “professional services businesses,” and the businesses located within the Historic District, the total is approx. 541 businesses that already pay for private trash services or are home-based businesses whose trash goes into residential pickup.
  - Explored potential ways of managing trash pickup in the future, including a limit on pickup amounts, reduction of services to once weekly, or the addition of an additional crew.

Commercial Refuse Pickup – the numbers

- 109 commercial businesses outside of the Historic District currently receive municipal trash services – 61 unique addresses.
  - These produce roughly 350-400 cans of trash per week.
    - This is approx. 1500 cans per month, 1,800 per year.
    - Some put out bags, not cans. Estimating 4 bags = 1 can.
  - If municipal trash services to these 109 ceased, 49 total businesses would likely need a dumpster. However, these dumpsters could be used by multiple adjacent businesses--potentially 16 dumpster locations/unique addresses.
  - Amounts picked up vary dramatically – from 1 can weekly to 60 cans weekly per business.
    - Approx 70% of the businesses generate 4 cans or less per week.
    - However, a few of these businesses produce a majority of the overall trash, some with 40, 50, or 60 cans per week.







Weekly volume	Collection points	Percentage
1–2 cans	24	39.3%
3–4 cans	19	31.1%
5–8 cans	8	13.1%
9+ cans	10	16.4%
Total	61	100%

Estimating 1 can = 4 bags of trash

Commercial Refuse Pickup – the people

- 6 sanitation workers for trash – 2 crews, 3 staff in each (number of staff doing trash pickup has remained steady over the decades)
- 13 staff needed to do recycling on Wed- extra staff pulled from other crews.







Other Considerations

- **Cost of Service - $178.09 per year, or $14.84 per month, per stop.**
- **Alternative: Limited Commercial Collection**
  - Difficult to establish clear, defensible eligibility criteria in Town Code.
  - Actual refuse volumes vary by collection day, creating challenges with limits and customer expectations.
  - Businesses currently using private collection may qualify and request Town service, creating unknown additional demand.
- **Landfill/Transfer Station Restrictions**
  - No formal agreement with Fauquier County; annual tipping fee waiver specifies “Residential Waste.”
  - Town's annual disposal limit (with no additional tipping fees) is 4,000 tons, projected to be reached in the next 2 to 3 years.

Other Considerations

- Collection data…





Fiscal Year	Amount (tons)
2018	3,665
2019	3,708
2020	3,908
2021	3,924
2022	3,697
2023	3,731
2024	3,684
2025	3,728
2026	3,722

Future of Residential Collection

Tonnage Collected Has Been Steady

1,000+ Units in the Pipeline

627 w/trash collection

New Development = New Collection Approach

Additional Research / Vetting Needed


Questions?

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	A Resolution to Amend the Fiscal Year 2027 Adopted Budget to Appropriate Fund Balance in the Amount of $636,560 to Fund Improvements Required to Abate Property Maintenance Violations Associated with ENFC-23-73 at 45 Winchester Street.
Requested Action:	Conduct the public hearing and consider adoption of the resolution
Department / Agency Lead:	Finance and Procurement Department
Staff Lead:	Stephanie Miller, Director

EXECUTIVE SUMMARY

This public hearing will consider an amendment to the adopted Fiscal Year 2027 budget to appropriate $636,560 to correct property maintenance violations at the privately owned property at 45 Winchester Street. This resolution will appropriate the funds from the general fund balance.

BACKGROUND

Enforcement and Legal Authority. Since 2023, the Town's Community Development Department has pursued enforcement of property maintenance requirements at the privately owned property at 45 Winchester Street. These efforts led to a 2025 settlement agreement, which the property owner subsequently breached. Following a Circuit Court hearing, the court granted summary judgment authorizing the Town to abate the violations.

Procurement. The Town issued a competitive solicitation for the required abatement work and received one bid totaling $636,560.

Budget Appropriation. Because the FY 2027 adopted budget does not include funding for this work, the attached resolution would appropriate $636,560 from the general fund balance to complete the abatement work at 45 Winchester Street.

Fund Balance Impact. Council's adopted policy calls for maintaining the general fund balance at no less than 50% of currently budgeted general fund operating expenditures. Using fund balance for this project would reduce the projected FY 2027 ending balance to 47.5%.

Potential Financing. Staff consulted the Town's financial advisors about financing the project to keep the fund balance at or above the policy threshold. Subject to Council direction, the advisors would issue a request for proposals for taxable financing. Council could then hold a public hearing at its December 8, 2026, meeting regarding the proposed debt issuance.

Rationale and Cost Recovery. Financing the project would preserve the fund balance within the adopted policy level. The Town may seek to recover eligible abatement and financing costs from the property owner.

STAFF RECOMMENDATION

Staff recommend that Council 1) adopt the attached resolution if Council wishes to proceed with the abatement of the property maintenance violations at 45 Winchester Street, and 2) consider directing staff to advertise a public hearing in December 2026 to issue debt to finance the project.

Service Level/Collaborative Impact

None

Policy Direction/Warrenton Plan 2040

The appropriation of funding to abate the property maintenance violations at 45 Winchester Street supports the Town's property maintenance and building code enforcement laws and Plan Warrenton 2040's Historic Resources goal HR-5 to protect the rich histories of existing neighborhoods.

The direction to advertise a public hearing to issue debt for this project aligns with Council's adopted fund balance policy by seeking to maintain a fund balance level at or above 50% of currently adopted general fund operating expenditures.

Fiscal Considerations

This action will appropriate $636,560 in general fund balance, bringing the projected FY27 ending fund balance to 47.5% of adopted general fund operating expenditures. If debt is issued to finance this effort, then fund balance will be preserved at 50.6%. The financing costs may be passed on to the property owner along with the costs of the abatement effort.

Legal Considerations

Code of Virginia Sec. 15.2-1427 requires a public hearing prior to adopting any budget amendment that exceeds 1% of the total expenditures in the adopted budget.

ATTACHMENTS

1. A Resolution to Amend the Fiscal Year 2027 Adopted Budget to Appropriate Fund Balance in the Amount of $636,560 to Fund Improvements Required to Abate Property Maintenance Violations Associated with ENFC-23-73 at 45 Winchester Street.

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

A RESOLUTION TO AMEND THE FISCAL YEAR 2027 ADOPTED BUDGET TO APPROPRIATE FUND BALANCE IN THE AMOUNT OF $636,500 TO FUND IMPROVEMENTS REQUIRED TO ABATE PROPERTY MAINTENANCE VIOLATIONS ASSOCIATED WITH ENFC-23-73

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 9, 2026, the Town Council adopted the Town of Warrenton Fiscal Year 2027 Budget; and

WHEREAS, the Town's Community Development department has worked on property maintenance enforcement efforts related to the privately owned property located at 45 Winchester Street dating back to 2023, culminating in a settlement agreement with the property owner in 2025. That agreement was subsequently breached and a circuit court hearing was held, after which a summary judgment was issued granting the Town the authority to remediate the property maintenance violations; and

WHEREAS, the Town issued a competitive solicitation for the property remediation and received one bid, with a total cost of $636,500; and

WHEREAS, funding for this effort was not included in the Fiscal Year 2027 budget. The Town Council held a public hearing on this day to consider the appropriation of funding from the general fund balance to accomplish the remediation; and

WHEREAS, the costs of the project will be recouped from the property owner and will constitute a tax lien on the property if they are not paid; and

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Warrenton this 10th day of November 2026, that the Fiscal Year 2027 budget is hereby amended to appropriate $636,500 of general fund balance to remediate the property maintenance violations at the property located at 45 Winchester Street.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Finance Department
Community Development Department

ATTEST: _____
Town Recorder

REVISED PROPOSED AMENDMENT

Offered by Councilman Eric Gagnon, Ward 5

Town Council Regular Meeting – November 10, 2026

Revised to reflect the November 10, 2026 work session discussion (third revision)

Item: Public Hearing (F.b) – A Resolution to Amend the Fiscal Year 2027 Adopted Budget to Appropriate Fund Balance to Fund Improvements Required to Abate Property Maintenance Violations Associated with ENFC-23-73 at 45 Winchester Street (packet p. 203).

Purpose: To correct the appropriation amount and to add conditions governing award of the contract, expenditure of funds, valuation and documentation of the property, reporting, and any future waiver, compromise, or sale involving the Town's lien.

1. Correction of amount

In the title, the fourth WHEREAS clause, and the resolving clause, strike "$636,500" and insert "$636,560", consistent with the bid received, the staff report, and the advertised agenda.

2. Add the following after the resolving clause

BE IT FURTHER RESOLVED, that no contract shall be awarded and no funds expended under this appropriation until:

(a) the Town Attorney has provided Council a written opinion confirming the Town's authority under the Circuit Court's order of October 24, 2025 to award the contract, enter the property, and abate the violations, and the statutory basis and priority of the Town's lien for its costs; and

(b) the contractor has provided a written disclosure of its owners, principals, and subcontractors, and certified that it has no business or financial relationship with any person or entity known to have expressed interest in acquiring the property.

BE IT FURTHER RESOLVED, that:

(c) no later than the date the contract is awarded, the Town Manager shall provide to Council, and make public, staff's best estimate of the property's current, pre-repair market value, stating the land and building values separately, based on the current real estate assessment and other available records, together with a written statement of the assumptions used;

(d) any change order, or cumulative change orders, exceeding [$25,000] [five percent (5%) of the contract amount] shall require prior approval of the Town Council;

(e) the Town Manager shall report quarterly to the Town Council in open session on expenditures, change orders, legal and other costs associated with the property, invoices issued to the property owner, payments received, and the status of the Town's lien;

(f) to the extent permitted by law, no waiver, release, compromise, or subordination of the Town's lien, no negotiated or private sale, and no initiation of tax sale proceedings

concerning the property shall occur without a vote of the Town Council in open session after public notice, and any sale initiated by the Town shall be by public auction;

(g) prior to final acceptance of the work, the Town Manager shall use best efforts to obtain an independent appraisal of the property's post-abatement value, including an interior inspection to the extent permitted by the Court's order or the owner's consent; if an independent appraisal cannot reasonably be obtained, the Town Manager shall instead provide staff's best estimate of the property's post-abatement value, stating the land and building values separately, together with a written statement of the assumptions used and the reasons an independent appraisal could not be obtained; any appraisal or estimate shall be provided to Council and made public; and the Town shall document the condition of the property, by photographs and written report, before work begins and upon completion;

(h) prior to any Council vote under paragraph (f), the Town Manager shall present in open session a current valuation of the property, obtained in the same manner as provided in paragraph (g); and

(i) the contract shall permit the Town to suspend or terminate the work without penalty if the Town is restrained from proceeding by order of a court of competent jurisdiction.

3. Technical correction

In the final WHEREAS clause, strike "; and" preceding "NOW THEREFORE" and insert a period.

Drafting note: Bracketed alternatives in paragraph (d) are for Council to select (5% of $636,560 is $31,828). Paragraph (f) is subject to Town Attorney review for consistency with statutory duties regarding collection of delinquent taxes and liens.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	FY 2027 Budget Amendment: Appropriation of FY 2026 Carryover Funds
Requested Action:	Appropriate carryover funding for ongoing projects from FY 2026
Department / Agency Lead:	Finance & Procurement Department
Staff Lead:	Brooke Campbell, Budget Manager

EXECUTIVE SUMMARY

Contracts and projects undertaken by Town departments often span fiscal years. The annual carryover process allows funding related to ongoing projects from previous fiscal years to be reappropriated to the current fiscal year so that Town operations remain uninterrupted.

The resolution to adopt the FY 2027 budget delegated the review and approval of carryover to the Town Manager. Departments submitted carryover requests at the end of FY 2026. This staff report provides a summary of outstanding balances related to open purchase orders, capital projects, and grants as well as additional funding required by departments to be carried over into FY 2027 as approved by the Town Manager.

Since carryover is often related to large projects, the total amount for re-appropriation is over 1% of the total adopted budget and therefore requires council to hold a public hearing before the reappropriation.

BACKGROUND

The balance of carryover funding can be broken down into three (3) main categories as seen below. More detail on each category follows.

Category	Amount
Capital	33,103,336.52
Grants	793,165.97
Operating	195,970.52
	34,092,473.01

Capital

The largest category of carryover is capital. The total in this category represents the amount of funding council has already appropriated for ongoing Capital Improvement Plan (CIP) or Capital Asset Replacement Plan (CARP) projects started in (or before) FY 2026 that are continuing into FY 2027. This category captures projects funded by the Water & Sewer Fund, General Fund, and Stormwater Fund as seen below.

Category	Amount
General Fund Capital Projects	6,401,709.03
Stormwater Fund Capital Projects	3,064,931.83
Water & Sewer Fund Capital Projects	23,636,695.66
	33,103,336.52

Water & Sewer Capital projects make up most of the capital carryover balance. The largest ongoing projects in this fund are the Sedimentation & Flocculation Basins (W-010) and the Warrenton Reservoir Dam (W-005) at the Water Treatment Plant as well as the Primary Clarifier (S-001) at the Wastewater Treatment Plant. The largest ongoing projects in the General Fund are the ERP Replacement project (CARP), the Improvements to Main Street project (TC-008), and the Public Works Rehabilitation project (CF-003). In the Stormwater Fund ongoing projects include the Master Drainage Plan (SM-004) and the Stream Retrofit Rady Park (SM-003).

Grants

The grants category captures all outside funding that the Town has already received that is funding projects spanning the fiscal years.

Category	Amount
VDOT	323,326.69
Septic Remediation	426,529.69
ARPA	43,309.59
	793,165.97

The largest category of outside funding is Septic Remediation Grant. The Septic Remediation Grant funding was accepted by council in March and June 2024. The program assists qualifying residents to connect to the Town's sewer system.

VDOT funding consists of the annual street and highway maintenance funds received from the state.

The last ongoing project utilizing the ARPA Funds allocated by is the zoning ordinance update.

Operating

Operating carryover is related to ongoing non-capital projects. Operating carryover spans many of the Town's departments and can be for a wide variety of items and services. Many of these projects are tied to open purchase orders (POs).

Category	Amount
General Fund Operating	107,756.25
Water & Sewer Fund Operating	30,137.18
Stormwater Fund Operating	58,077.09
	195,970.52

In the General Fund, carryover funds consist of funding for ongoing plan reviews, the annual audit, the Commission on Open and Transparent Government, the Main Street ribbon cutting, and parts for a backhoe and the pools at the WARF ordered in FY 2026 that has not yet been delivered.

Water & Sewer Operating Fund operating carryover includes funding our meter reading software and the annual audit.

Stormwater Fund operating carryover is related to a PO for the Master Drainage Plan and as well as assistance with MS4 reporting and water sampling.

STAFF RECOMMENDATION

Amend the fiscal year 2027 adopted budget to appropriate carryover funds in the amount of $34,092,473.01 to fund ongoing projects from fiscal year 2026.

ATTACHMENTS

Carryover Detail.

Category	Org	Obj	Amount	Description
Capital	30194500	641100	100,075.72	Waterloo Improvements (TC-002).
Capital	30194500	658005	1,500.00	Eva Walker Park (PR-002).
Capital	30194500	658006	97,850.00	Parks & Recreation Master Plan (PR-003).
Capital	30194500	658010	599,974.00	Public Works Salt Storage (CF-002).
Capital	30194500	658014	43,511.24	Handicap Ramps (TC-004).
Capital	30194500	658020	42,000.00	Park Pavilions (PR-004).
Capital	30194500	658045	723,462.54	Improvements to Main Street (TC-008).
Capital	30194500	658047	2,561.45	Washington Street Sidewalk (TC-013).
Capital	30194500	658049	39,499.53	Courthouse Square Traffic Improvement (TC-018).
Capital	30194500	658050	513,658.17	Annual Paving Schedule (TC-019).
Capital	30194500	658099	19,087.51	Public Works Fuel Tank Repairs
Capital	30194500	658103	691,990.65	Public Works Rehabilitation (CF-003).
Capital	30194500	658104	150,000.00	Broadview Avenue Street Lights.
Capital	30194500	658121	100,000.00	Secure Police Department Parking.
Capital	30194500	658122	160,000.00	Server Room Cooling.
Capital	30194500	658123	265,000.00	Town Hall Repairs.
Capital	30194500	658125	613,384.41	VDOT SGR - FY25
Capital	30194500	658126	84,125.00	VDOT SGR - FY26
Capital	30194500	658153	14,351.07	Crosswalk Improvements.
Capital	30593500	658025	243,144.60	CARP. HVAC Replacement
Capital	30593500	658027	15,993.09	CARP. Traffic Light Replacements.
Capital	30593500	658028	11,502.65	CARP. IT Asset Replacements.
Capital	30593500	658033	752,710.04	CARP. ERP System.
Capital	30593500	658034	14,144.58	CARP. Basketball Court Resurfacing.
Capital	30593500	658036	60,500.00	CARP. WARF Parking Lot.
Capital	30593500	658037	477,275.00	CARP. Elevator Replacement.
Capital	30593500	658053	7,761.11	CARP. P25 Radio Replacement.
Capital	30593500	658058	110,276.35	CARP. Asphalt Resurfacing.
Capital	30593500	658061	17,230.25	CARP. WARF Structural Repairs.
Capital	30593500	658069	37,000.00	CARP. Traffic Camera Waterloo/VanRoijen.
Capital	30593500	658079	246,023.22	CARP. Waterplay Structure.
Capital	30593500	658087	25,000.00	CARP. Rady Park Bridge Replacement.
Capital	30593500	658151	92,987.08	CARP. Guardrail Replacement.

Category	Org	Obj	Amount	Description
Capital	30593500	658370	2,999.45	CARP. Public Safety Asset Replacement.
Capital	30593500	659152	25,130.32	CARP. WARF Chiller Replacement.
Capital	51044000	658017	55,112.48	CARP. Water & Sewer Reliability Measures.
Capital	51044000	658018	110,599.60	CARP. Water Plant Facility Renovation.
Capital	51044000	658025	13,737.12	CARP. HVAC Replacement.
Capital	51044000	658055	159,193.52	CARP. Facilities Physical Security.
Capital	51044000	658056	50,350.00	CARP. Roof Replacement.
Capital	51044000	658057	33,590.65	CARP. Energy Management.
Capital	51044000	658058	34,500.00	CARP. Asphalt Resurfacing.
Capital	51044000	658062	19,390.00	CARP. GAC Replacement.
Capital	51044000	658065	90,938.15	CARP. Dam Maintenance.
Capital	51044000	658067	4,071.00	CARP. Gateway Reading Devices.
Capital	51044000	658081	40,000.00	CARP. WTP Drainfield.
Capital	51044000	658082	50,000.00	CARP. WTP Sewer Lines.
Capital	51044000	658083	45,000.00	CARP. Denitrification Backwash Pumps.
Capital	51044000	658601	24,077.33	CARP. Utility Fleet Replacements.
Capital	51044000	658866	445,103.92	CARP. Sewer Line Rehabilitation.
Capital	51045500	558085	250,000.00	Warrenton Reservoir Dredging (W-012).
Capital	51045500	651087	30,000.00	WWTP Hydraulic Improvements. (S-015).
Capital	51045500	658015	1,045,000.00	Mt. Tank Line Power. (W-008).
Capital	51045500	658019	548,741.48	Secondary Clarifier. (S-006).
Capital	51045500	658021	118,724.87	WWTP Pump Station. (S-007).
Capital	51045500	658022	795,902.63	Dewatered Sludge Storage. (S-008).
Capital	51045500	658060	358,974.24	Lancaster Dr. Waterline Replacement. (W-018).
Capital	51045500	658064	246,704.10	Lee Highway Waterline Replacement (W-017).
Capital	51045500	658076	149,889.85	Raw Water Pumps. (W-013).
Capital	51045500	658083	35,730.00	Denite Backwash Pumps.
Capital	51045500	658084	8,950,893.00	Sedimentation & Flocculation Basins (W-010).
Capital	51045500	658086	108,587.20	Hunton Street Waterline Replacement (W-019).
Capital	51045500	658091	614,044.25	Frost Ave. Sewer Line (S-018).
Capital	51045500	658092	34,249.70	Industrial Road Waterline Replacement (W-021).
Capital	51045500	658094	20,753.11	WWTP Corrective Action Plan.
Capital	51045500	658114	536,466.00	Denitrification System Rehab.
Capital	51045500	658115	78,314.30	Utility Connections. (W-007).
Capital	51045500	658117	3,570,634.50	Warrenton Reservoir Dam (W-005).
Capital	51045500	658119	1,236,770.99	WTP Clearwell. (W-001).
Capital	51045500	658150	942,551.83	I&I Reduction. (S-002).
Capital	51045500	658160	114,468.63	Filter Control Valves. (W-002).
Capital	51045500	658260	9,900.19	Broadview Ave. Hydrants.

Category	Org	Obj	Amount	Description
Capital	51045500	658290	48,732.00	Broadview Ave. Waterline Betterment. (W-006).
Capital	51045500	658710	2,334,119.66	Primary Clarifier. (S-001).
Capital	51045500	658835	145.00	WWTP Improvements.
Capital	51045500	658850	280,734.36	Secondary Digester. (S-003).
Capital	55045500	655081	257,978.00	PW Shop and Yard. (SM-001).
Capital	55045500	658002	150,063.35	Stream Retrofit Rady Park. (SM-003).
Capital	55045500	658003	1,274,125.19	Master Drainage Plan. (SM-004).
Capital	55045500	658007	292,743.38	BMP Facilities. (SM-005).
Capital	55045500	658071	285,224.91	Pond C Retrofit.
Capital	55045500	658072	325,096.00	Pond C Retrofit - SLAF Funds.
Capital	55045500	658222	479,701.00	Stream Retrofit Rady Park. (SM-003) - SLAF Funds
Grants	10041200	682010	15,973.55	VDOT Highway Maintenance Funding.
Grants	10041200	682580	1,728.00	VDOT Highway Maintenance Funding.
Grants	10041500	682560	120,000.00	VDOT Highway Maintenance Funding.
Grants	10041500	682570	16,118.86	VDOT Highway Maintenance Funding.
Grants	10041500	682600	26,218.75	VDOT Highway Maintenance Funding.
Grants	10041600	682560	84,485.53	VDOT Highway Maintenance Funding.
Grants	10041600	682570	13,804.22	VDOT Highway Maintenance Funding.
Grants	10041600	682600	3,000.00	VDOT Highway Maintenance Funding.
Grants	10041600	682610	4,600.00	VDOT Highway Maintenance Funding.
Grants	10043200	682540	4,372.46	VDOT Highway Maintenance Funding.
Grants	10043200	682550	17,930.48	VDOT Highway Maintenance Funding.
Grants	10043200	682580	1,094.84	VDOT Highway Maintenance Funding.
Grants	10043200	682600	14,000.00	VDOT Highway Maintenance Funding.
Grants	10081100	680720	426,529.69	Septic Remediation Program Grant.
Grants	20134100	531000	43,309.59	ARPA Funding. Zoning Ordinance Update.
Operating	10012420	531200	33,100.00	PO 14372. Annual audit.
Operating	10071300	533100	10,697.70	PO 26000009. UV Service Parts.
Operating	10081100	531000	7,000.00	PO 14322 - Ongoing plan reviews.
Operating	50141340	533200	17,737.18	PO 13960. Neptune 360 software.
Operating	50145400	531200	12,400.00	PO 14372. Annual audit.
Operating	55043500	531000	24,569.79	PO 26000005 - Master Drainage Plan.
Operating	10011010	531010	25,926.92	Commission on Open and Transparent Government
Operating	10043000	558900	7,000.00	Main Street Ribbon Cutting.
Operating	10043100	560000	24,031.63	Backhoe repairs.
Operating	55043500	531000	33,507.30	MS4 report and water sampling.
			34,092,473.01	

November 10, 2026
Town Council
Regular Meeting
RES-XX-XX-XX

A RESOLUTION TO AMEND THE FISCAL YEAR 2027 BUDGET BY $34,092,473.01 TO APPROPRIATE FUNDS FOR THE FISCAL YEAR 2026 CARRYOVERS

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 9, 2026, the Town Council adopted the Town of Warrenton Fiscal Year 2027 Budget; and

WHEREAS, during the course of the fiscal year certain events occur that necessitate amending the budget to appropriate additional funds; and

WHEREAS, certain grants, purchases and capital projects included in the Fiscal Year 2026 Adopted Budget were incomplete as of June 30, 2026; and

WHEREAS, the Town Council of the Town of Warrenton held a public hearing to consider the amendment of the Fiscal Year 2027 Adopted Budget by $34,092,473.01 to appropriate funds to cover these items; and

WHEREAS, the Town Council voted to amend the Fiscal Year 2027 Adopted Budget to appropriate funds for the continuation of these grants, purchases, and capital projects; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Warrenton this 10th day of November 2026, that the Fiscal Year 2027 adopted budget is amended to appropriate $34,092,473.01 as noted in the attached staff report; and

BE IT FURTHER RESOLVED that the Department of Finance is authorized to process the necessary budget adjustments required for the appropriations.

Votes:
Ayes:
Nays:
Absent from Meeting:

For Information:
Budget Manager

ATTEST: _____
Town Recorder

Office of the Town Manager
Judson Rex

STAFF 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

Council Meeting Date:	November 10th, 2026
Agenda Title:	Consent Agenda- Approval of Town Council Meeting Minutes
Requested Action:	Review and consider approval of the Town Council Meeting Minutes
Department / Agency Lead:	Town Clerk
Staff Lead:	Stephen Clough, MMC

EXECUTIVE SUMMARY

The following draft minutes have been submitted by the Town Clerk for consideration for approval by the Town Council:

- *Draft December 9th, 2026, Regular Town Council Meeting Minutes*
- *Draft December 30th, 2026, Special Town Council Meeting Minutes*

BACKGROUND

The Town Council Meeting minutes are created by the Town Clerk for each meeting of the Town Council to summarize the meetings and act as an official record for the proceedings per Warrenton Town Code (Code 1981, § 2-31).

Per Virginia Code § 2.2-3707(i) the meeting minutes will contain the following:

(a) the date, time, and location of the meeting;
(b) the members of the public body recorded as present and absent; and
(c) a summary of the discussion on matters proposed, deliberated, or decided, and a record of any votes taken.

In addition, for electronic communication meetings conducted in accordance with § 2.2-3708.2 or 2.2-3708.3, minutes shall include (1) the identity of the members of the public body who participated in the meeting through electronic communication means, (2) the identity of the members of the public body who were physically assembled at one physical location, and (3) the identity of the members of the public body who were not present at the location identified in clause (2) but who monitored such meeting through electronic communication means.

STAFF RECOMMENDATION

Review and consider approval of the Town Council Meeting Minutes.

Service Level/Collaborative Impact

The minutes of the Town Council Meetings help facilitate transparency in Government with records management and availability.

Policy Direction/Warrenton Plan 2040

The minutes are an integral part of Plan Warrenton 2040 as they document the steps taken by the Staff and Town Council towards every goal laid out in the Comprehensive plan.

Fiscal Considerations

No additional impact is expected. Minutes creation is an assigned duty of the Town Clerk and falls within the budget amount for that role.

Legal Considerations

The Town Council Meeting minutes are the legal record of the proceedings and actions of the Town Council

ATTACHMENTS

- *Draft December 9th, 2026, Regular Town Council Meeting Minutes*
- *Draft December 30th, 2026, Special Town Council Meeting Minutes*

TOWN COUNCIL SPECIAL MEETING

21 Main Street

Tuesday, December 30, 2025, at 6:30 PM

MINUTES

AN OPEN MEETING OF THE TOWN COUNCIL OF THE TOWN OF WARRENTON, VIRGINIA, WAS HELD ON DECEMBER 30th, 2025, AT 9:00 AM

Work Session

PRESENT	Mr. Carter Nevill, Mayor; Mr. William Semple, Vice Mayor; Mr. Roy Francis; Ms. Michele O'Halloran; Ms. Stephanie Miller, Acting Town Manager; Mr. Stephen Clough, Town Clerk.
ABSENT	Mr. Larry Kovalik; Mr. Paul Mooney; Mr. Eric Gagnon; Mr. David McGuire.

I. WORKSESSION - 6:30PM

Mayor Carter Nevill called the special meeting of the Town Council to order at 6:32 p.m. The Mayor stated that a quorum was not present and that Council could not conduct business. Accordingly, the meeting was closed. No business was conducted.

ADJOURNMENT.

With no ability to conduct business, a meeting was not held.

I hereby certify that this is a true and exact record of actions taken by the Town Council of the Town of Warrenton on December 30th, 2025.

Stephen M. Clough
Town Recorder

TOWN COUNCIL REGULAR MEETING

21 Main Street

Tuesday, December 09, 2025, at 9:00 AM

MINUTES

AN OPEN MEETING OF THE TOWN COUNCIL OF THE TOWN OF WARRENTON, VIRGINIA, WAS HELD ON DECEMBER 9th, 2025, AT 9:00 AM

Work Session	
PRESENT	Mr. Carter Nevill, Mayor; Mr. William Semple, Vice Mayor; Mr. Roy Francis; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon; Mr. David McGuire; Ms. Stephanie Miller, Acting Town Manager; Mr. Stephen Clough, Town Clerk; Mr. Patrick Corish, Town Attorney.
ABSENT	Mr. Paul Mooney
Regular Meeting	
PRESENT	Mr. Carter Nevill, Mayor; Mr. William Semple, Vice Mayor; Mr. Roy Francis; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon; Ms. Stephanie Miller, Acting Town Manager; Mr. Stephen Clough, Town Clerk; Mr. Patrick Corish, Town Attorney.
ABSENT	Mr. Paul Mooney; Mr. David McGuire.

I. WORKSESSION - 9:00 AM

Call to Order & Attendance

Mayor Carter Nevill called the work session to order at 9:00 AM. He stated that a physical quorum was present and that Mr. Mooney would not be present during the morning session but would be present this evening. Mr. McGuire noted that he had an appointment and had a hard deadline of noon.

1. Staffing Discussion- Town Manager and Town Attorney

Ms. Kasey Braun, Human Capital Director, provided an update on the search for an Interim Town Attorney and Town Manager. She noted that the Town had received an expression of interest from Briglia Hundley, a firm with municipal law experience, and an hourly rate proposal from Mr. Mark Dycio.

Councilman David McGuire moved to hire Mr. Mark Dycio of Dycio & Biggs as Interim Town Attorney for a period of at least 90 days.

Councilman Larry Kovalik seconded the motion.

Vice Mayor William Semple noted the current Town Attorney, Mr. Chap Petersen, offered to handle the imminent Amazon Board of Zoning Appeals (BZA) appeal, arguing that selecting a new attorney requires deliberation to find someone sympathetic to staff needs and the daily requirements of the Town.

Councilwoman Michele O'Halloran stated she spoke to Mr. Dycio and she was not impressed, expressing the need for someone with better municipal experience. She raised concerns that he would conflict with staff and further stated she felt there was a potential Code of Ethics violation tying his firm to campaign contributions.

Councilman McGuire responded that Councilwoman O'Halloran should provide specific facts rather than casting vague clouds of doubt, or otherwise withdraw her statement. He emphasized that critical deadlines for the BZA appeal and Amazon litigation are approaching at the end of the month. He stated the Town cannot wait to hold another special session, and that Mr. Dycio is ready to step in right away to handle the cases.

Mayor Carter Nevill cautioned that the Council was rushing headfirst into another decision without taking the time to make an informed choice. He advocated for reviewing the newly interested firm, Briglia Hundley, because of their specialized municipal bench, and expressed strong reservations against Mr. Dycio, stating he would cause conflict and turmoil rather than providing the neutral representation the Town currently needs.

Vice Mayor Semple stated he would defer to Councilwoman O'Halloran's 13 years of experience in the local court system, supporting her judgment in recommending a firm with extensive municipal experience over Mr. Dycio.

Councilman Eric Gagnon argued that the search had been ongoing and the Town should not delay acting on an interim position just because a new firm expressed interest at the last minute. He noted several Council members had spoken to Mr. Dycio, finding him familiar with the salient issues facing the Town and ready to step in.

Councilman Kovalik stated the Town is up against a legal calendar regarding the Amazon questions and needs to appoint an interim immediately rather than waiting through the holidays.

Councilman Kovalik called the question.

Councilman Gagnon seconded the call to question.

Ayes: Mr. David McGuire; Mr. Eric Gagnon; Mr. Larry Kovalik; Mr. Roy Francis.

Nays: Ms. Michele O'Halloran; Mr. William Semple, Vice Mayor.

Abstention: None.

Absent: Mr. Paul Mooney.

The motion passed 4-2, and Mr. Mark Dycio was appointed as Interim Town Attorney.

Councilman McGuire moved to continue the search for a permanent Town Manager by referencing additional search firms, with a resolution no later than January 31, 2026.

Councilman Gagnon seconded the motion.

Councilman Gagnon questioned why the Berkley Group was the only firm selected, expressing concern that they might appoint Mr. Christopher Martino as interim manager. He noted Mr. Martino served during the Amazon matter, which he stated he found problematic, and stated a preference for casting a wide net to find a candidate from a town more similar to Warrenton.

Councilman McGuire agreed, stating the town needs a fresh face and a new day forward. He emphasized the need to cast a wider net, establish specific criteria for the search, and stated that the push for a new firm was indeed about Amazon and how the government had been run in the past.

Councilwoman O'Halloran opposed the delay, noting that Ms. Stephanie Miller, Acting Town Manager, cannot continue indefinitely in the dual role as it was sprung upon her. She argued that utilizing a nationwide search could incur massive relocation and travel fees, whereas the Berkley Group is familiar with the Town. She stated the opposition to the Berkley Group was solely focused on Amazon rather than what is best for the Town's infrastructure and staff.

Mayor Nevill defended Mr. Martino's past tenure, stating he operated neutrally, did exactly what the Council directed, and provided the financial guidance that set the Town on its current successful path regarding public works and utilities. He argued it was unfair to discount a highly qualified interim candidate based on an association with a past Council action, noting that search firms generally all perform the same vetting functions.

Vice Mayor Semple noted the previous search took six to eight months and failed to secure a candidate due to perceived Council divisions. He supported the Berkley Group as a neutral party with national experience, noting that the Town's previous search firm, Baker Tilly, no longer conducts executive searches.

Ms. Braun clarified that the Berkley Group was recommended because they have an active cooperative agreement, which saves time and provides a better cost, not due to any underlying motives. She noted the Town could issue a Request for Proposals (RFP) for other firms if the Council desired, but that process would take months. She also clarified that Mr. Martino does not have to be the interim choice, and the Berkley Group can provide other candidates for consideration.

Councilman McGuire called the question.

Councilman Gagnon seconded the call to question.

Ayes: Mr. David McGuire; Mr. Eric Gagnon; Mr. Larry Kovalik.

Nays: Ms. Michele O'Halloran; Mr. William Semple, Vice Mayor; Mr. Roy Francis.

Abstention:

Draft

None. Absent: Mr. Paul Mooney.

Mayor Nevill voted Nay, breaking the tie. The motion failed 3-4.

Councilwoman O'Halloran moved to hire the Berkley Group for the interim and permanent Town Manager search.

Vice Mayor Semple called the question.

Councilman Francis seconded the motion.

Ayes: Mr. Roy Francis; Mr. William Semple, Vice Mayor; Mr. Larry Kovalik; Ms. Michele O'Halloran.

Nays: Mr. Eric Gagnon; Mr. David McGuire.

Abstention: None.

Absent: Mr. Paul Mooney.

The motion passed 4-2.

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2. External Auditors Presentation of Fiscal Year 2025 Audit Results and Financial Report

Ms. Stephanie Miller, Finance Director, introduced the topic. She stated that the Code of Virginia requires an annual external audit to be presented to the governing body by December 31st. She introduced Mr. Chris Murray, Director at Brown Edwards, to present the fiscal year 2025 audit results.

Mr. Murray thanked Ms. Miller for completing the audit timely despite her numerous responsibilities. He reported that the Town received a clean, unmodified opinion, which is the highest opinion possible. He explained that the Schedule of Federal Expenditures was excluded from the current report due to federal delays from the Office of Management and Budget and will be audited and issued separately. He highlighted that the governmental activities net position increased by approximately $652,000 to over $52 million, largely due to the recognition of fiscal recovery funds. He stated that the Town's unassigned fund balance stands at 5.4 months of expenditures, which remains well above the recommended two-month minimum.

Mr. Murray stated that the overall net position increased by $5.4 million, driven heavily by $4.8 million in business-type activities resulting from water and sewer rate increases and a transfer from the general fund to cover ARPA costs related to the wastewater treatment plant. Expenditures were approximately 13% below budget for the fiscal year when excluding capital outlay projects. Water and sewer operations are trending in a positive direction after previous losses, and the quick ratio for immediate obligations remains strong at just under seven-to-one for business-type activities and just under two-to-one for governmental activities. Mr. Murray concluded by noting there were no disagreements with management, no audit adjustments identified, no material weaknesses, and no significant deficiencies in internal controls. He added that a retroactive review of a new accounting standard, GASB 101, regarding sick and vacation

leave was determined to not be significant enough to require restating prior year financial statements.

Mayor Carter Nevill congratulated Ms. Miller, Ms. Campbell, Budget Manager, and their entire team for their sound fiscal management and for ensuring full compliance with the audit.

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3. Debt Issuance Work Session with Financial Advisors

Ms. Stephanie Miller, Finance Director, introduced the work session regarding the fiscal year 2026 adopted budget's debt funding for capital projects. She introduced Mr. Kyle Laux, Financial Advisor with Davenport & Company, to provide a recap of his recent individual meetings with Council members and to review multi-year capital planning.

Mr. Laux commended Ms. Miller and the finance team for achieving a timely and clean audit. He presented an overview of the Town's capital planning, noting that the unassigned fund balance for the General Fund is in compliance with the 50% policy but currently has no excess margin, meaning the Town should not draw it down any further. He explained that the fiscal year 2026 budget contemplates borrowing approximately $4.8 million to $5 million for General Fund capital projects. Mr. Laux recommended that during the upcoming fiscal year 2027 budget cycle, the Town should strive to find recurring revenue sources for shorter-term assets, such as vehicles and equipment, rather than borrowing for them. He emphasized that the Town borrows for capital assets, not operations, comparing the process to a mortgage.

Vice Mayor William Semple noted that spreading the cost of these capital improvements over time allows the future citizens who will benefit from them to share the funding responsibility, preventing current taxpayers from being overburdened today.

Mr. Laux agreed, referring to this concept as generational equity, which ensures borrowing aligns with the useful life of the long-term assets being built.

Councilman David McGuire suggested reviewing water usage by industry and commercial users, noting he had previously supported raising the bulk water rate to avoid placing the burden solely on taxpayers.

Mr. Laux acknowledged that balancing different user bases is an ongoing process.

Councilman Larry Kovalik observed that the unassigned fund balance had dropped significantly over the past ten years, suggesting the Town had been dipping into savings to pay its way, and stated that changes to the revenue stream need to be implemented in the upcoming budget season.

Vice Mayor Semple added that the Town had relied on economic output rather than revenue increases, with the exception of the meals tax, and is now obligated to fulfill its responsibilities to the Capital Improvement Program (CIP).

Draft

Councilman Kovalik questioned if residential growth truly pays for itself, expressing concern that investing in infrastructure to attract commercial growth might only result in residential growth and put the Town in a worse financial position over the long term.

Mr. Laux explained that many variables, including inflation and a larger overall budget, impact those numbers, emphasizing that careful planning is required to balance the upfront cash influx from growth with the ongoing need to reinvest in existing infrastructure.

Mayor Carter Nevill added that while growth does not pay for itself over time, it brings a sudden cash influx, and investing that money wisely into long-term infrastructure prevents the cost burden from shifting to later years.

Mr. Laux then reviewed the utility funds, highlighting that the Town has responsibly raised water and sewer rates over the past few years to address major generational infrastructure needs mandated by the state. He stated that the first proposed utility issuance in the fiscal year 2026 budget is approximately $16 million to $17 million. He outlined a timeline to formally authorize the bonds on January 13th, seek a credit rating in February, and competitively sell and close the bonds in March.

Councilman McGuire asked if the Town anticipated issuing town bonds as an investment instrument to generate revenue.

Mr. Laux confirmed that issuing town bonds is exactly what the Town will be doing to access dollars for capital infrastructure.

Mayor Nevill thanked Davenport & Company for their sound fiscal advice, noting it has placed the Town in a positive position to seek a credit rating and responsibly fund long-deferred legacy investments.

Vice Mayor Semple requested a cash-on-hand projection chart for the water and sewer funds.

Mr. Laux agreed to provide the projections to the Council following the meeting, noting they show the cash balances stabilizing and slightly growing above the minimum policy line.

Councilman Kovalik asked what happens if the fund drops below the 200-day minimum equivalent, and whether the Town would need to transfer money.

Ms. Miller explained that the Town would not immediately transfer funds but would keep an eye on the target. She added that the Town previously adopted a reimbursement resolution, allowing the Town to reimburse itself for current capital cash expenditures once the debt is issued in the new year.

Mr. Laux added that closing the bonds prior to June 30th ensures the auditors will see the Town is in good shape relative to its policy.

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4. Dominion Franchise Agreement

Draft

Mr. Patrick Corish, Town Attorney, presented a Memorandum of Understanding (MOU) requested by Dominion Energy to lay broadband internet cabling within their existing right-of-way easements. He explained that this is part of a 2019 Commonwealth initiative to update rural broadband infrastructure, and the project would be funded entirely through the Virginia technological infrastructure fund. He noted that while the project benefits Fauquier County rather than the Town, Mr. Chap Petersen, Town Attorney, reviewed the MOU, found it non-invasive, and recommended authorizing the Acting Town Manager to sign it.

Councilman David McGuire asked if the MOU included specific verbiage securing future use or benefits for the Town.

Mr. Corish responded that it did not, but suggested that acting in good faith to allow the use of preexisting rights-of-way would benefit Fauquier County overall and allow the Town to be seen as a good neighbor.

Vice Mayor William Semple inquired if the agreement conflicted with rights-of-way preserved for another bandwidth provider that had been soliciting in town.

Mr. Corish clarified that the right-of-way in the franchise agreement rests with Dominion Energy and would not trespass on other property rights.

Mayor Carter Nevill noted that a previous agreement with another broadband provider who intended to use the Town's tower had ended in an ugly lawsuit with the County, removing them as a player.

Mayor Nevill asked if the item should be placed on the evening's consent agenda to empower Ms. Stephanie Miller, Acting Town Manager, to sign on the Council's behalf.

Mr. Corish agreed, and the item was moved to the consent agenda.

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5. Habitat for Humanity Request

Ms. Stephanie Miller, Acting Town Manager, presented a request from Fauquier Habitat for Humanity regarding the subdivision of an existing three-family dwelling recently reconstructed on Haitai Street. She stated that the Board of Zoning Appeals (BZA) granted variance requests for the property on November 6th, and the organization is now requesting a waiver of plat submission fees totaling approximately $2,750. She explained that the Code of Virginia authorizes the Town Council to waive these fees through the adoption of an ordinance, which requires a public hearing.

Mayor Carter Nevill asked if the ordinance would be specific to this single waiver rather than a blanket waiver.

Ms. Miller confirmed the ordinance would be specific to this request.

Draft

Councilwoman Michele O'Halloran stated she had no objection to adding the item, noting that Habitat for Humanity had always paid their fees in the past and this would be a one-time exception.

Vice Mayor William Semple noted that historically, the Town had provided funding to Habitat for Humanity in the form of a charitable contribution, where the organization would pay the fees and the Council would later refund them. He observed that while requesting a waiver by ordinance is a different construct, it achieves essentially the same end.

Mayor Nevill asked if there were any objections to scheduling the public hearing for the January meeting.

The Council agreed without objection to add the public hearing for the fee waiver to the January meeting agenda.

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6. Public Works Department Overview

Mr. John Ward, Director of Public Works, provided an overview of the department. He noted that the department maintains over 100 lane miles of roads, 50 miles of sidewalks, the cemetery, four parks, and additionally encompasses fleet and facilities. He detailed staffing across divisions and highlighted that the six-member sanitation crew collected 100 tons of refuse the week after Thanksgiving. Mr. Ward noted the street crew handles storm drains, street sweeping, and winter weather cleanup, while land management oversees bush hogging and leaf collection, which is back on schedule.

Councilman Larry Kovalik asked if the leaf collection policy had changed regarding contractor piles, suggesting a permitting process for independent contractors to pay a fee and leave leaves for Town pickup.

Mr. Ward stated the policy restricts limb collection to homeowners rather than landscapers, and suggested treating leaf collection similarly. He noted he did not see the benefit of a permitting process as it would open a can of worms, but was open to further discussion.

Vice Mayor William Semple asked if number five stiff plastics could be co-mingled in Town recycling bins, as Corral Farm currently accepts them.

Mr. Ward responded that the Town currently accepts numbers one and two, and he would verify if the market for number five is permanently stable before changing Town policy to avoid confusion.

Mr. Ward reviewed cemetery operations, praising the caretaker for designing the Christmas tree box on the plaza, and highlighted recent capital improvement projects including the Alexandria Pike sidewalk, Hastings Lane ADA upgrades, and the Blackwell Road road diet. He also noted that attendance at the Touch-A-Truck community event grew from 500 to 900 people.

Draft

Councilman David McGuire asked about contingencies for extreme cold weather and water main breaks, and suggested adding a stop sign at Alexandria Pike and Winchester Street to slow traffic.

Mr. Ward deferred water main breaks to the utilities department and noted that new striping and signage for Alexandria Pike will occur mid-summer following the Main Street paving project, with sidewalk replacements from Horner to North Street starting in the next two weeks.

Mr. Johnny Switzer, Fleet and Facilities Manager & Emergency Management Coordinator, provided an update on fleet and facilities management. He noted the fleet includes 130 motorized assets and 200 support assets, with a fuel station holding a one-month contingency supply. He highlighted that the Town has received National Green Fleet Awards for three years and utilizes hybrid police cars that yield double the fuel economy of previous models. He stated his division maintains 10 signalized intersections and over 3,500 signs.

Councilman McGuire noted a redundancy of street signs on Walker Drive and Johnny Mann Street, asking if they were VDOT requirements.

Mr. Switzer agreed, explaining the Town struggles to keep up with federal standards due to limited staffing and a reactive posture. He clarified that a specific sign facing a parking lot at St. John's school was a compromise to avoid forcing the private school to purchase tens of thousands of dollars in electronic school zone signs.

Councilman Kovalik asked how incoming subdivisions like Arrington would impact the Town's signage burden.

Mr. Switzer noted developers must meet VDOT standards before the Town accepts the streets, but the signs will eventually add to the Town's maintenance inventory.

Councilman Kovalik asked about implementing historic district sign standards, such as utilizing flat black posts and sign backs.

Mr. Switzer confirmed a proposed $40,000 to $45,000 sign inventory will assist with implementing those standards within the Enterprise Resource Planning (ERP) system, though the materials are more expensive.

Councilman Kovalik asked if the new ERP system would improve physical efficiencies.

Mr. Switzer stated it would improve internal administrative workflows, but physical maintenance still requires manual labor.

Councilman Kovalik asked if the Town could elevate sidewalk installation standards beyond VDOT requirements, referencing premature failures in the Hidden Creek subdivision.

Mr. Switzer stated the Town is currently updating its Public Facilities Manual (PFM) to address those localized standards.

Councilman Roy Francis asked for an update on selling the Town's older blue sanitation trucks.

Mr. Switzer reported the trucks are prepped and out of service, and if direct outreach yields no response, they will be listed on GovDeals surplus and in truck magazines after the holidays.

Mr. Switzer concluded by reviewing traffic signal maintenance certifications and the department's emergency operations readiness, noting they are prepared to respond to unexpected incidents within a very short timeframe.

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7. Salt Shed Memorandum of Understanding with Fauquier County

Mr. Johnny Switzer, Emergency Management Coordinator, provided an update on a proposed Memorandum of Understanding (MOU) with Fauquier County for a shared-use salt structure to be built at the county landfill. He explained the 25-year agreement allows the Town to relocate its failing salt facility out of the public works yard, enabling the public works facility redesign project to proceed. He requested authorization for the Acting Town Manager to execute the agreement.

Councilman Larry Kovalik asked about a clause in the MOU requiring the Town to apply salt to the paved areas of the landfill.

Mr. Switzer explained that in order to be a good neighbor, Town trucks will treat the specific landfill roads they utilize while driving in and out to load salt.

Councilman Kovalik asked how the drivers control the salt distribution process, noting instances of uneven salt accumulation on neighborhood streets.

Mr. Switzer explained that the trucks have automatic and manual systems where drivers can customize the width and speed of the salt spread. He noted that uneven spots can result from a newer driver's skill level, pickup trucks stopping without speedometer-linked controls, or deliberate heavy applications for pedestrian safety during events like the Christmas parade.

Mr. John Ward, Director of Public Works, added that the bulk salt sits in the shed all year and develops a thick crust. He explained that these clumps frequently jam the spreader chute and then fall onto the spinner all at once, causing sudden heavy distributions of salt on the roadway.

Councilwoman Michele O'Halloran asked how long it will take to build the new salt shed.

Mr. Switzer stated the Town is currently at 15% design and anticipates issuing a Request for Proposals (RFP) around July 1, pending the approval of a third phase of funding and the completion of the upcoming budget process.

The Council agreed without objection to add the Salt Shed Memorandum of Understanding to the evening's consent agenda for approval.

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8. Planning Commission Update for November 18, 2025

Mr. Rob Walton, Community Development Director, provided an update from the Planning Commission's November 18th work session regarding zoning classifications for parcels annexed into the Town along with the Arrington development. He stated the Commission plans to hold a public hearing on the classifications in January, pending feedback from the school board. He explained that a small portion of school board property is currently zoned commercial but is surrounded by Public-Semi-Public (PSP) zoning, and the Commission is inquiring if the school board wishes to convert it to PSP since the commercial designation serves no practical purpose for them.

Councilman Larry Kovalik asked if a convenience store like a Sheetz, Wawa, or 7-Eleven could technically be built on that parcel off of Alwington.

Mr. Walton responded that the parcel is less than half an acre, and the school board would have to subdivide it while meeting parking and landscaping requirements. He clarified he had previously used a 7-Eleven as an example solely because of its small building footprint.

Councilman Kovalik asked to confirm that the Commission is simply tidying up individual pockets of land that were not included in previous zoning actions.

Mr. Walton confirmed, detailing the five separate parcels: the remaining portion of the Home Depot property, a stormwater facility parcel directly in front of the Walmart intersection, the school board property, and two portions from the Arrington boundary line adjustment needed to accommodate roadway connections.

Councilman Kovalik asked if the parcel on the corner of James Madison and Alwington overlooking the Walmart parking lot, would remain zoned commercial and what the Commission's preference was.

Mr. Walton stated the Commission indicated a preference to keep the parcels close to their current classifications, meaning both the Walmart intersection parcel and the Home Depot parcel would remain commercial. He concluded that the Commission will hold its public hearing to gather input before making a formal recommendation to the Town Council.

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9. Public Safety Committee Update

Councilwoman Michele O'Halloran provided an update on the Public Safety Committee, noting that attendance is growing and recent meetings included input from Volunteer Fire Chief Ross and Mr. Hunter Diggs, Building Official. She outlined current challenges facing the Town, including funding, infrastructure protection, and staffing shortages. She explained that because public works employees act as first responders for issues like water main breaks and traffic light outages, being short-staffed causes delays in regular services like leaf pickup and slows overall response times to the public.

Councilwoman O'Halloran stated a primary recommendation from the committee is to obtain a grant writer to help all departments secure funding for special projects. She shared her past experience as an HR director at a health department in Florida, where a grant writer secured enough funding to fully staff a clinic and manage reporting requirements, arguing a dedicated

grant writer, whether volunteer or paid, would be a wonderful asset for Warrenton because current staff do not have the time to write grants.

Councilman Larry Kovalik recalled a resident who had previously expressed interest in assisting with grant writing during budget discussions and asked if the Town could reach out to citizens with that knowledge.

Councilwoman O'Halloran agreed it would be great to have that assistance and asked him to put the resident in contact with them.

Vice Mayor William Semple noted for the historic record that a grant writer position was proposed in the 2021 budget but was cut by the previous Council because they did not agree to the proposed tax increase at the time.

Vice Mayor Semple asked if the grant writer would be a generalist for all departments.

Councilwoman O'Halloran confirmed the position would cover all departments since everything impacts the safety and security of the Town.

Vice Mayor Semple expressed his support for the position, noting there are grants available to help complete the work of the Sewer Remediation Committee and address the 100 wells still operating within Town limits, especially since the Town recently lost a staff member who previously oversaw those issues.

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10. State of Good Repair Funds for Alexandria Pike, Falmouth Street, and Main Street

Mr. Michael Wharton, Project Coordinator, reported that VDOT has allocated over $115,000 in additional State of Good Repair (SGR) funds to offset escalating asphalt and striping costs for the Alexandria Pike, Falmouth Street, and Main Street paving projects originally approved in September 2024. He noted a budget amendment is required to accept the money.

Vice Mayor William Semple asked if the preparatory work and crossings were VDOT funded.

Mr. Wharton clarified that most ADA upgrades are VDOT funded, but additional sidewalk improvements will be funded through the Town's maintenance budget.

Vice Mayor Semple relayed a resident's concern that the curbs at the intersection of Falmouth and East Lee Street had a point that could damage tires.

Mr. Wharton explained the turn radiuses are sufficient and the curbs were intentionally laid back, similar to Courthouse Square, to allow emergency vehicles to mount them if necessary. He added that the crosswalk was moved back from the radius point to provide a pedestrian refuge, which Vice Mayor Semple praised as a substantial safety improvement.

Mr. Wharton provided an update on the Main Street project, stating that due to long-range weather forecasts, construction will be pushed from January to early February to avoid a stop-and-start schedule that would negatively impact businesses. He noted the Town is working with

the contractor to run two staggered crews in different blocks to minimize disruptions, estimating a three to four-month timeline with completion around July.

Councilman Larry Kovalik asked if another public meeting should be held in January due to the delay.

Mr. Wharton responded that a public meeting was already scheduled for the following evening at 6:00 PM to give businesses an idea of how long work will take in their specific block areas.

Councilman Kovalik noted he would be unable to attend that meeting.

The Council agreed without objection to place the resolution to appropriate the SGR funds on the evening's consent agenda, noting there is no local match or public hearing required.

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11. Finance Committee Update

Vice Mayor William Semple provided a brief update from the Finance Committee, noting that the committee had produced its financial model but was waiting to review the Davenport & Company report to reconcile the two sets of projections. He encouraged the Council to familiarize themselves with the model before the next meeting so they could begin pulling out specific issues necessary to meet the upcoming year's budget objectives.

Vice Mayor Semple highlighted that the recent meetings with Davenport were extremely informative and provided much-needed clarity on the future challenges of maintaining the Town's fund balances. He reminded the Council that while they operate under a 50% fund balance policy, a certain amount of cash was previously carved out into a separate reserve, meaning the Town actually holds slightly more reserve cash than immediately meets the eye. He noted he specifically asked Davenport about maintaining the 50% policy, and they absolutely confirmed the Town should maintain it to the best of its ability.

Vice Mayor Semple acknowledged that the finance department had taken on additional responsibilities recently, but stated he plans to present a much more detailed, reconciled report at the January meeting. He concluded by stating his goal over the next month is to encourage all Council members to use the financial tool for their own analysis and to ensure the Finance Committee is more communicative with the rest of the Council moving forward.

Mayor Carter Nevill thanked Vice Mayor Semple for the update.

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12. Public Gatherings at Courthouse Square

Chief Tim Carter, Warrenton Police Department, provided an update regarding public gatherings at Courthouse Square, noting that the Black Lives Matter Vigil for Action group previously met there weekly for almost three years. He explained that in May 2023, he moved the group and a counter-protest group to Eva Walker Park due to traffic and safety issues, a decision the Council upheld in June 2023. Chief Carter stated that the Town has since mitigated the safety and traffic

issues in the area, and he believes it is time to once again receive applications for public gatherings in that space.

Councilwoman Michele O'Halloran asked if groups would need a permit or if they could gather without one, and how the Town prevents a single group from monopolizing the space.

Chief Carter explained that planned groups of 15 or more require a permit, which is reviewed by the special events committee, while groups of less than 15 can congregate without a permit. He clarified that permits cover up to seven events, which do not have to be consecutive, and if another approved event like the Fall Festival requests the space, the recurring group is scheduled around it.

Vice Mayor William Semple asked if a group could theoretically monopolize the space by submitting a renewal application the instant they occupy the space.

Chief Carter confirmed that is theoretically possible, but it has not been an issue in the past, as the police department actively works through scheduling conflicts.

Councilman Larry Kovalik asked how the police balance competing groups of less than 15 people, and inquired if the Town should charge for the staffing costs associated with the gatherings.

Chief Carter responded that law enforcement handles spontaneous and small gatherings by assessing the situation and ensuring safety, separating groups if necessary. He advised against charging fees for First Amendment free speech events, noting the police department absorbs the costs by utilizing on-duty staff and salaried command staff to avoid overtime expenses.

Councilman Eric Gagnon asked how the previous groups sustained demonstrations for three years and if counter-protest groups also filed permits.

Chief Carter stated the primary group continually resubmitted applications for every seven events, and the police incorporated known counter-protest groups into the primary group's public safety plan rather than requiring separate permits.

Councilman Roy Francis asked if the Town could address yelling and noise between competing groups.

Chief Carter noted that the Town's noise ordinance covers amplified music and loudspeakers, but general yelling is permitted as long as the actions are not disorderly or violating other laws.

Councilman Kovalik expressed concern about distractions at the tight, multi-road intersection and asked if the Town could require gatherers to step further back from the curb to prevent injuries.

Mr. Patrick Corish, Town Attorney, stated that outright bans on speech in traditional public squares like the Courthouse steps are unconstitutional, but the Town can place reasonable time, place, and manner restrictions. He noted that requiring protesters to remain a foot or two from the curb is generally reasonable, but pushing them significantly further back implicates free speech and must be determined by police on a case-by-case basis.

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Chief Carter added that groups are not permitted to block public sidewalks. He explained the police use physical barriers to ensure pedestrians can pass safely on both sides of the street, which naturally pushes the gathering groups further back onto the grass or closer to the Courthouse steps. He also noted that officers have the authority to completely shut down the intersection to traffic if a spontaneous gathering creates an immediate safety hazard.

Vice Mayor Semple observed that the newly installed stop signs were intended to be the solution to these safety issues and align with civil liberties guidance.

Councilman Kovalik asked if a formal Council resolution was required to allow the gatherings to return.

Mayor Carter Nevill clarified that because the Council previously voted to uphold the Chief's decision based on safety concerns, and those safety concerns have now been addressed, no formal action is required and the Chief has the authority to allow the gatherings to resume.

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13. Council Retreat Discussion

Ms. Stephanie Miller, Acting Town Manager, stated that several Council members have expressed interest in holding a council retreat in the new year. She noted the last retreat was held in January 2024 and asked for direction on whether staff should begin researching potential venues, facilitators, and dates, especially since several seats on the Council are now held by new members.

Councilwoman Michele O'Halloran expressed support for a retreat, suggesting the Sycamore Room at the hospital as a good location.

Ms. Miller noted that Ms. Jane Ditmar with the Virginia Institute of Government facilitated the previous retreat, and suggested the Virginia Municipal League (VML) as another potential resource.

Mayor Carter Nevill added that the Virginia Institute of Government at the Weldon Cooper Center at UVA is a very good resource, and he is currently trying to reach out to Mr. Charles Hartgrove to facilitate. He noted Ms. Ditmar recommended Mr. Hartgrove as an appropriate fit for this Council due to his respect in the field of strategic goals and planning, and suggested aiming for a February date.

Vice Mayor William Semple stated he did strategic planning for ten years and warned against one-day meetings that create strategic objectives without an ongoing constructive process to follow up on them. He recommended following a detailed model, such as the John Bryson model, and urged the Council to make strategic planning an ongoing part of their culture rather than a one-day event.

Councilman Eric Gagnon agreed, stating the retreat should be substantive and focused on strategic issues and a shared vision for the future of the town. He expressed dissatisfaction with the previous retreat in 2024, feeling it did not accomplish anything and involved silly encounter games rather than substantive issues. He argued that to justify the $5,000 cost, the retreat

requires advanced preparation, a formal outline, and substantive talking points to establish shared goals.

Vice Mayor Semple responded that the cellular exercises utilized in those models serve a purpose by forcing small groups to determine mutual visions before reconciling them as a larger group. He reiterated that reconciling each member's personal vision to impact policy cannot occur in a single day and must be an iterative process that aligns with the Town's existing plans.

Mayor Nevill recommended that the chosen facilitator conduct phone call interviews with each Council member beforehand to allow everyone to express their desired outcomes, ensuring the program is built around that feedback.

The Council agreed without objection, and staff will continue planning the retreat for a target date in February.

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14. Agenda Review

Ms. Stephanie Miller, Acting Town Manager, reviewed the agenda for the evening's regular meeting, noting it includes an invocation with Reverend Vinny Holland, the pledge of allegiance, citizens time, and approval of the agenda, with no proclamations or recognitions scheduled.

Ms. Miller stated the first public hearing regards the Daniels property, which seeks an exception to authorize a dead-end street for an eight-lot residential subdivision.

Vice Mayor William Semple expressed concern that the proposed cul-de-sac and its connection to Madison Lane could create a cut-through for future high-density development from the wire factory property dumping onto Old Metz Road. He asked if the Town could place a condition restricting Madison Lane to emergency ingress and egress only if the developer agreed.

Mr. Patrick Corish, Town Attorney, advised that placing conditions on a waiver application must have a direct nexus to the application itself, and regulating a future development through a current waiver ventures into dangerous constitutional territory.

Ms. Heather Jenkins, Zoning Administrator, clarified that the current application is for a by-right subdivision and the only waiver requested is for the cul-de-sac. She advised that future impacts from the wire factory property would be more appropriately reviewed during its rezoning process.

Ms. Jenkins added that she revised condition number seven regarding street lighting to a maximum color temperature of 2,700, and added a new condition number ten requiring a center landscape island in the cul-de-sac designed to accommodate the Town's largest fire truck.

Councilwoman Michele O'Halloran expressed concern that vehicles parking against the island and the curb would make it impossible for a fire truck to pass.

Ms. Jenkins responded that the entire perimeter of the 100-foot diameter cul-de-sac and the interior island would be posted with "no parking fire lane" signs to allow for police enforcement and towing.

Councilman Eric Gagnon argued that Old Metz Road currently does not meet code, and providing a secondary access point would benefit the residents of Monroe Estates in the event of an emergency or blockage on Old Metz Road.

Ms. Jenkins confirmed that Old Metz Road is substandard and noted that Public Works is planning to conduct traffic studies at the intersections of Old Metz Road and Falmouth Street, John Williams Way, and where John Williams Way intersects with East Lee Street at Walker Drive.

Ms. Miller introduced the second public hearing for a Special Use Permit (SUP 2025-02) for Home Depot at 267 Arlington Boulevard to expand the existing store with undercover storage for rental equipment, utilizing ten-foot walls and a canopy for screening.

Councilman Larry Kovalik asked if the buffering issue on the sparse western side behind the building had been addressed, noting the presence of wet areas.

It was confirmed that a condition addresses the buffering, which will also be reviewed during the site plan phase, and that while there are wet areas, there are no wetlands directly behind the curb.

Ms. Miller concluded the agenda review by noting the consent agenda includes the Architectural Review Board (ARB) reappointments of Mr. William Hemmingson and Mr. Michael Beidler, along with the Dominion franchise agreement, the Salt Shed MOU, and the SGR funds resolution added from the morning session.

Councilman Kovalik asked if the ARB would still have a quorum since Ms. Lavarnway is coming off the board.

Ms. Miller confirmed the ARB would have four remaining members, and only three are required to make a quorum.

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15. Closed Session

Vice Mayor William Semple moved that the Council convene in closed session as permitted by Virginia Code 2.2-3711(A)(7) for consultation with legal counsel involving briefing and discussion with counsel and staff members pertaining to probable litigation regarding an employee matter, and as permitted by Virginia Code 2.2-3711(A)(8) for consultation with legal counsel regarding specific legal matters relating to the Daniels property exception (LW AV 25-2) for a dead-end cul-de-sac.

Councilman Roy Francis seconded the motion.

> Ayes: Mr. Roy Francis; Vice Mayor William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon.
>
> The motion passed, and the Council entered closed session.

The Council reconvened in open session at 2:10 PM.

Vice Mayor Semple moved to certify that only matters lawfully permitted and specifically identified in the motion to convene were discussed in the closed session.

Councilman Kovalik seconded the motion.

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

The motion to certify the closed session passed unanimously.

With no further business Mayor Carter Nevill adjourned the morning work session at 2:11 PM, noting the Council would reconvene for the regular meeting at 6:30 PM.

II. REGULAR MEETING - 6:30 PM

Mayor Carter Nevill called the regular meeting of the Warrenton Town Council to order at 6:31 PM on Tuesday, December 9, 2025. He noted that a quorum was present to conduct business, with Councilman Paul Mooney and Councilman David McGuire absent.

INVOCATION.

Pastor Vincient Holland of the First Baptist Church Warrenton led the invocation.

PLEDGE OF ALLEGIANCE.

Mayor Nevill led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITIONS.

Ms. Stephanie Miller, Acting Town Manager, presented the monthly Excellence in Action recognitions. She recognized several members of the Warrenton Volunteer Fire Company, including Firefighter Kelvin Lewis, Ms. Taylor Lacey, Mr. Eric Shipps, Firefighter Michael Atwell, Sergeant John Larson, Firefighter Walter Karinaz, Mr. Gabriel Malone, and Mr. Joshua Seville for various releases and certifications.

Ms. Miller welcomed new hire Mr. Sam Brown to facilities maintenance.

Ms. Miller announced the Town received the Distinguished Budget Presentation Award for the fiscal year 2026 adopted budget from the Government Finance Officers Association, thanking Ms. Brooke Campbell, Budget Manager, for her hard work on the document.

Ms. Miller recognized Chief Tim Carter, Police Department, for achieving FEMA IPAWS certification for the alert platform, and Mr. Johnny Switzer, Emergency Management

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Coordinator, for completing a VDEM course and achieving his Master Public Information Officer Certification.

Ms. Miller noted the Police and Public Works departments were recognized for Excellence in Action for their coordinated response to a straight-line wind event in September.

Ms. Miller recognized Ms. Lauren Crook, Special Event and Recreation Program Coordinator, and Ms. Riley Jepsen, [title], for creating the theme and design of the Town's Christmas parade float.

Ms. Miller announced the recent employee service awards. Recognized for five years of service were Ms. Nikki Bowman, Mr. Richard Kruger, Mr. Daniel Diehl, Ms. Karen Henderson, Ms. Mary Beth Hauser, Ms. Victoria Kine, Mr. Bruce Sanford, and Mr. Hunter Stringfellow. Ten-year service awards were given to Mr. Mark Baker, Mr. Paul Bernard, Mr. Jeb Connolly, Ms. Susie Garneau, Ms. Denise Harris, Ms. Hetty Paul, Ms. Maria Spitz, Mr. Ben Villalobos, Mr. Brandon Waggoner, and Mr. Greg Weekly. Fifteen-year awards were presented to Ms. Suzanne Ashby and Mr. Russell Smith, and a twenty-five-year award was given to Ms. Chrissy Cooper.

Ms. Miller announced the Employees of the Year: Mr. Robert Hughes, Network Engineer; Lieutenant Justin Pierce, Police Department; and Mr. Jacob Olinger, Logistics Coordinator for Public Utilities.

Ms. Miller presented the Team of the Year award to the Human Capital Department, specifically recognizing Ms. Kasey Braun, Human Capital Director, and Mr. Dennis Mers, Human Capital Generalist.

CITIZEN'S TIME.

Mayor Carter Nevill opened Citizen's Time, reminding the public that comments are limited to three minutes on non-agenda items.

Ms. Pamela Courtney, Executive Director of the Fauquier Museum, thanked the Council for their support and announced the museum's participation in the 250th anniversary United States passport program, which will run through December 2026 to encourage tourism. She also shared that the Marquis de Lafayette's vodka bottle, gifted during his 1825 visit, is now considered one of the top ten endangered artifacts in Virginia and is currently up for active voting.

Ms. Josephine Gilbert, Scott District, expressed frustration over high local taxes, noting she was charged an 8% rental tax on a vehicle. She urged the Council to stop providing police protection for the Black Lives Matter visual fraction group, stating the town has spent hundreds of thousands of dollars on this over the past five and a half years, and asked that the police chief be given his deputies back for productive activities.

Ms. Sunny Reynolds, Ward 2, strongly criticized the termination of Mr. Frank Cassidy. She alleged a lack of transparency, citing an illegal meeting between four council members without

the Mayor's knowledge to plan the dismissal, and criticized the Council for ignoring legal advice and failing to consider the financial burden of the severance and the search for a new town manager.

Mr. Michael Potter spoke on behalf of over 200 citizens who signed a petition regarding the appointment of Mr. Mark Dycio as interim town attorney. He stated that Dycio & Biggs has ties to Eastern Point Trust Company, and an affiliated entity made over $11,000 in political contributions to town council members. He requested that Councilman Roy Francis and Councilman Larry Kovalik voluntarily withdraw their votes regarding the appointment due to the appearance of a conflict of interest, and asked for an independent determination regarding these legal and financial ties.

Ms. Amelia Stansel, Ward 4, expressed deep concern over the termination of Mr. Cassidy and the departure of Town Attorney Chap Petersen, estimating the resulting financial burden—including severance, interim compensation, and search fees—at approaching $250,000. She urged Council members to promptly complete their mandatory FOIA training and questioned the town's financial exposure regarding the Amazon litigation, asking if damages ranging from $25 million to $100 million could lead to bankruptcy or the loss of the town's charter.

Mr. Dave Furia, Fauquier County, expressed sadness over Mr. Cassidy's firing and stated he is concerned about the impending lawsuits facing the town, including the Amazon case.

Mr. Raid Ibrahim, Ward 4, spoke about the affordability crisis for working-class families and the lack of investment in affordable housing. He criticized the Council's past proposals to cut funding for nonprofits and questioned how the town can afford the costs associated with terminating the town manager and town attorney when it struggles to fully fund marginalized communities.

Mr. Washington expressed disgust over the lack of due process and transparency in Mr. Cassidy's dismissal. He urged the Council to rehire Mr. Cassidy, stating it is the best option to avoid unnecessary spending and lawsuits.

Mr. Trey Mettinger criticized the Council for prioritizing personal agendas over town business, citing the secret meeting to fire the town manager and attempts to fire the town attorney while he was out of the country. He accused the Council of having a legacy of failure and questioned what positive accomplishments they had achieved for the town.

Ms. Darine Barbour, Ward 1, expressed disgust over the November 24 special session called to discuss the public's negative view of the Council. She stated the Council was unprepared, spent hours in closed session, and took no action. She criticized the hasty decisions costing residents money and suggested some members should be censured or removed from office.

Mr. Waldo Ward criticized the sudden demands for transparency, noting that during the initial Amazon process, town employees had non-disclosure agreements and a councilman worked for a company with ties to Amazon. He noted the original Amazon decision was a 4-3 vote, and encouraged those unhappy with the current Council to actively participate in the election process.

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Mr. Jonathan Waldron, owner of 4 J's Farm and Brewery, urged the Council to consider the ripple effects and lasting implications of their decisions. He stated the town's current image brings shame to the community and asked the Council to act with honor and integrity.

Mr. Brian Snook commended the Council's original regulations on the data center but criticized their recent reversal due to political pressure. He warned that losing the Amazon lawsuit would cost hundreds of millions of dollars and urged the Council to do what is right for the citizens rather than giving in to outside voices.

APPROVAL OF THE AGENDA.

Mayor Carter Nevill introduced the approval of the agenda.

Vice Mayor William Semple moved to approve the agenda with the addition of a resolution under New Business to terminate the appointment of special counsel to the Warrenton Commission on Open and Transparent Government.

Councilwoman Michele O'Halloran seconded the motion.

Councilman Eric Gagnon opposed the addition, stating it is a major decision for the entire Council to make and should not be voted on while two at-large council members are absent. He argued there is no urgency and the matter could readily be addressed at the January session when a full council is present.

Councilwoman O'Halloran responded that she has been trying to address this item for three meetings. She noted that other major discussions, such as the removal of the Town Attorney, were brought up without a full council present, and stated she believes the special counsel has divided the Council.

Vice Mayor Semple pointed out that three council members were left out of the discussion to terminate the town manager. He noted that Councilman Paul Mooney communicated his absence in advance due to a family matter in Florida. Vice Mayor Semple argued that the Council's meeting calendar is set well in advance and they should not be precluded from conducting business since a quorum was present.

Councilman Larry Kovalik stated that the prior discussions regarding town management were inappropriately shut down in process before members were asked to come down and vote.

Ayes: Mr. Roy Francis; Vice Mayor William Semple; Ms. Michele O'Halloran.

Nays: Mr. Eric Gagnon; Mr. Larry Kovalik.

Absent: Mr. Paul Mooney; Mr. David McGuire.

The motion passed 3-2, and the agenda was adopted with the amendment.

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PUBLIC HEARINGS.

a. **LWAV-25-2 – Daniels Property – An Exception to Authorize a Dead-End Street (Cul-de-Sac) for an Eight-Lot Residential Subdivision Per Subdivision Ordinance Section 2.7 *Variations and Exceptions* and Section 4.2.10 *Streets.* The Applicant is requesting approval of an exception to the Subdivision Ordinance prohibition of dead-end (cul-de-sac) streets for an eight-lot residential subdivision, located at 545 Old Meetze Road, PIN's 6984-60-9026-000, 6984-70-1108-000 and 6984-70-2394-000. Consisting of a total of 5.34 acres split-zoned to the R-6 and R-15 Residential Districts, the proposed subdivision consists of a by-right development of the subject property, with the sole exception of the requested cul-de-sac exception. (William Daniels LLC, Owner; Marc Simes, Tricord Inc., Applicant) Staff Lead - Heather Jenkins, Zoning Administrator (WARD 2)**

Ms. Heather Jenkins, Zoning Administrator, presented the application requesting an exception to the subdivision ordinance to allow a cul-de-sac for a by-right, eight-lot residential subdivision located at 545 Old Meetze Road. She explained that the applicant investigated an alternative connecting directly to Old Meetze Road, but this would impose a secondary front yard setback on existing lots in Monroe Estates, particularly the Qureshi property, creating a potential zoning nonconformity and restricting future home improvements. She added that Old Meetze Road is a substandard street, making the cul-de-sac a preferable alternative.

Ms. Jenkins noted two modifications since the November work session: Condition 7 was revised to restrict streetlights to a maximum color temperature of 2,700 Kelvin to prevent glare and light pollution, and Condition 10 was added to require a 100-foot diameter cul-de-sac with a center landscape island designed to accommodate the Town's largest ladder fire truck, with the perimeter formally posted as a fire lane to prevent parking.

Vice Mayor William Semple asked how the Town could mitigate potential future cut-through traffic from the wire factory property utilizing the Madison Lane connection through Monroe Estates.

Ms. Jenkins responded that the wire factory is currently in the preliminary stages of a rezoning proposal, which would be the appropriate time to evaluate and restrict its specific traffic impacts on Old Meetze Road and Monroe Estates. She clarified that the Madison Lane connection is required for Monroe Estates to provide emergency ingress and egress, trash removal, and snow plowing, especially since Old Meetze Road is a dead end. She also noted that construction traffic for the Daniels property is banned from using Meadowview Lane in Monroe Estates and must route to the north through Warrenton Crossing, with a $200 fine established per trip per vehicle.

Mayor Carter Nevill opened the public hearing at 7:40 PM.

> Mr. Steve Wojak spoke in support of the Madison Lane public access, emphasizing it as a critical public safety issue. He cited recent incidents where Old Meetze Road was blocked by a fallen tree and a separate Dominion Energy electrical emergency, noting that a secondary route is vital for emergency vehicles since the street lacks a town water line.

Mr. Roger Downs demanded the Town strictly enforce the ban on construction vehicles using Falmouth, Old Meetze, and Meadowview Lane. To address the cut-through traffic concerns for Monroe Estates, he suggested making Madison Lane a one-way street heading east.

Mayor Nevill closed the public hearing at 7:47 PM.

Councilwoman Michele O'Halloran moved to approve the resolution for LWAV-25-2.

Vice Mayor Semple seconded the motion.

During discussion, Councilman Larry Kovalik expressed disappointment with the overall Warrenton Crossing development, criticizing the inclusion of 11 cul-de-sacs as dysfunctional suburbanization that isolates streets. He stated he could not support adding another cul-de-sac.

Vice Mayor Semple noted the property was zoned for by-right development in the 1980s when this type of suburban sprawl was popular, acknowledging it is not the preferred path forward today but that the development rights already exist.

Mayor Nevill supported the connectivity, arguing that joining neighborhoods reduces municipal costs for services like garbage collection, snow plowing, and school buses, and emphasized that public streets are funded by and belong to all taxpayers.

Ayes: Mr. Roy Francis; Vice Mayor William Semple; Ms. Michele O'Halloran; Mr. Eric Gagnon.

Nays: None.

Abstain: Mr. Larry Kovalik.

Absent: Mr. Paul Mooney; Mr. David McGuire.

The motion passed 4-0 with one abstention.

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b. SUP 2025-02 Home Depot - The Applicant is requesting a Special Use Permit (SUP) to expand the existing Home Depot located at 267 Alwington Boulevard to provide under cover storage for rental equipment by building 10' walls with a canopy that act as screening. The parcel is zoned Commercial and designed in the Greenway and Makers Character District. GPIN 6983-57-1258-000

Mr. Rob Walton presented the applicant's request for a Special Use Permit to expand the existing Home Depot at 267 Alwington Boulevard to provide undercover storage for rental equipment. He noted the applicant, HD Development of Maryland Incorporated, proposes constructing ten-foot CMU block walls and a canopy that will act as screening. Mr. Walton stated that based on feedback from the November work session, Condition 7 was modified to lower the maximum

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LED lighting temperature from 3,000 to 2,700 Kelvin. Additionally, a new condition was added requiring the maintenance and repair of the canopy if it becomes torn or damaged at any time. Mayor Carter Nevill opened the public hearing at 7:57 PM. There being no speakers, Mayor Nevill closed the public hearing at 7:58 PM. Councilman Larry Kovalik moved to approve SUP 2025-02.

Councilman Roy Francis seconded the motion. Ayes: Mr. Eric Gagnon; Ms. Michele O'Halloran; Mr. Larry Kovalik; Vice Mayor William Semple; Mr. Roy Francis.

Nays: None.

Absent: Mr. Paul Mooney; Mr. David McGuire.

The motion passed 5-0, and the Special Use Permit was approved.

CONSENT AGENDA.

Architectural Review Board Reappointments

Dominion Franchise Agreement

State of Good Repair Funds for Alexandria Pike, Falmouth Street, and Main Street

Salt Shed Memorandum of Understanding with Fauquier County

Mayor Carter Nevill introduced the Consent Agenda, noting the addition of three items advanced from the morning work session: the Dominion franchise agreement, the acceptance of State of Good Repair funds for Alexandria Pike, Falmouth Street, and Main Street, and the Salt Shed Memorandum of Understanding with Fauquier County.

Councilman Roy Francis moved to accept the Consent Agenda as presented. Councilman Larry Kovalik seconded the motion.

Ayes: Mr. Eric Gagnon; Ms. Michele O'Halloran; Mr. Larry Kovalik; Vice Mayor William Semple; Mr. Roy Francis. Nays: None. Absent: Mr. Paul Mooney; Mr. David McGuire. The motion passed 5-0, and the Consent Agenda was adopted.

NEW BUSINESS.

Resolution to Terminate the Appointment of Special Counsel to the Commission on Open and Transparent Government

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Vice Mayor Semple introduced a resolution to terminate the appointment of Whit Robinson as special counsel to the Commission on Open and Transparent Government. He requested an editorial amendment to the resolution, replacing the phrase “the Commission no longer requires” with “the Council no longer requires.”

Vice Mayor Semple explained that the original appointment authorized special counsel to assist with legal discovery related to three land use applications: Amazon, Warrenton Village, and Missouri. He stated that the discovery was intended to involve issuing subpoenas and obtaining information not otherwise available through the Town's records and systems. He noted that approximately $42,000 of the original $60,000 allocation had been expended over the previous ten months, leaving approximately $18,000. Of the remaining amount, approximately $1,000 remained available for an IT expert. He expressed concern that little progress had been made on the discovery and that the working relationship between special counsel and the Town Attorney had not been successful. He stated that future legal assistance, if necessary, could be obtained through the Town Attorney.

Motion: Vice Mayor William Semple moved to adopt the resolution, as amended.

Second: Councilwoman Michele O'Halloran.

During discussion, Councilman Eric Gagnon asked whether the Commission had voted on the proposed termination. It was confirmed that the Commission had five members and had not taken a vote on the matter.

Councilman Gagnon questioned whether Council had received a recommendation or documentation from the Commission supporting the termination of special counsel. He stated he was advised that no such documentation had been provided.

Councilman Gagnon further questioned whether the Commission should have an opportunity to provide input before Council acted. It was clarified that the original appointment of special counsel had been approved by Town Council and that the decision regarding the appointment was therefore a Council matter.

Councilman Gagnon expressed concern that the Commission had not been consulted and noted that the Commission had unanimously voted in March to appoint Mr. Robinson as special counsel.

It was clarified that the Commission's vote did not constitute the legislative approval of the appointment, which had been made by Town Council.

Vice Mayor Semple responded that the Commission's work was currently paused and that Council should address the appointment at this time.

Councilman Gagnon disputed the characterization of the Commission's status, explaining that the Commission had agreed to pause its work until the issue of legal representation could be resolved, rather than suspend its operations.

Vice Mayor Semple stated that he considered the terms pause and suspend to be equivalent.

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Councilman Larry Kovalik questioned whether the lack of progress by the Commission was being attributed to Mr. Robinson and asked what information Council had available to determine whether special counsel was responsible for the Commission's inactivity or whether other circumstances had prevented progress. He expressed concern about making a decision without sufficient information.

Councilman Kovalik subsequently moved to table the resolution until the next Council meeting.

Motion: Councilman Larry Kovalik moved to table the resolution until the next Council meeting.

Second: Councilman Eric Gagnon.

During discussion on the motion to table, Councilwoman O'Halloran expressed frustration with the continued delays in addressing the matter, noting that it had been brought before Council multiple times over the preceding months and questioning the need for an additional 30-day delay.

Councilman Gagnon and Councilman Kovalik expressed concerns about proceeding with the resolution while two Councilmembers were absent. They noted that the original appointment had been approved by Council and expressed a desire to allow the absent members an opportunity to participate in the decision.

Councilman Francis stated that he supported terminating the appointment of special counsel but also supported tabling the matter to allow the absent Councilmembers to participate.

Vote on Motion to Table:

Ayes: Councilmembers Roy Francis, Larry Kovalik, and Eric Gagnon.

Nays: Vice Mayor William Semple and Councilwoman Michele O'Halloran.

Absent: Councilmembers David McGuire and Paul Mooney.

The motion passed 3-2. The resolution was tabled until the January 2026 Council meeting.

UNFINISHED BUSINESS.

There was no unfinished business.

TOWN ATTORNEY'S REPORT.

Town Attorney Chap Petersen provided an update regarding Amazon's request for a determination of vested rights associated with its data center use classification, pursuant to

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Virginia Code § 15.2-2307. Amazon had submitted a request to the Zoning Administrator asserting vested rights based on the 2023 rezoning.

Mr. Petersen explained that the Town responded that vested rights had not been established because the rezoning had been subject to continuous litigation since its approval. Amazon subsequently appealed the determination to the Board of Zoning Appeals (BZA), which is required by state law to act within 90 days. Any decision by the BZA may subsequently be appealed to Circuit Court.

Mr. Petersen stated that the Town's position is that the pending litigation, including the procedural challenges to the 2021 zoning text amendment, prevented Amazon from establishing vested rights. He noted that Amazon had suspended its activities during the litigation and had not proceeded with its submitted site plan. He emphasized the significance of the case to land use law, local authority, and data center development.

Mr. Petersen also noted that his tenure as Town Attorney would conclude at the end of the year. He encouraged Council to remain focused on neutral legal principles and allow the judicial process to proceed without political influence. He thanked Council and the community for the opportunity to serve the Town.

In response to questions from Council, Mr. Petersen explained that the BZA's January meeting was expected to be organizational, with consideration of the merits of the appeal anticipated at its February meeting. He confirmed that the 90-day period began November 24 and would expire February 24.

Council discussed whether the Town could request that the BZA delay consideration of the matter. Mr. Petersen advised that the BZA is an independent body and stated that he would prepare a memorandum addressing the legal considerations and appropriate procedures for communicating with the BZA. He cautioned that failure by the BZA to act within the required timeframe could create an opportunity for Amazon to assert a default.

Mr. Petersen also addressed the previously filed writ of prohibition involving the BZA, noting that the matter had not been served and that he intended to file a motion for nonsuit, as the matter had effectively become moot in light of the upcoming litigation.

There were no further questions.

TOWN MANAGER'S REPORT.

Acting Town Manager Stephanie Miller provided an update on winter weather preparedness. She noted that the Town had already experienced several snow events and commended the Public Works crews for their response. Staff were monitoring the potential for additional winter weather Friday into Saturday. She also reported that the Alert Warrenton notification system appeared to be functioning effectively.

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Ms. Miller announced that a Main Street Project update meeting for businesses would be held the following evening at 6:00 p.m. in Council Chambers. She noted that the anticipated project start was being considered for a February timeframe and that another update meeting would likely be scheduled in January.

Ms. Miller concluded by thanking Mr. Petersen and his firm for their support of Town staff over the past year and extended holiday wishes.

COUNCILMEMBERS TIME.

Councilmember Gagnon wished residents of Ward 5 and the community a Merry Christmas and Happy New Year.

Councilmember O'Halloran discussed the importance of Council's collective responsibility to serve the Town, its residents, and its infrastructure. She emphasized the value of relying on staff expertise and learning from both staff and residents. She also commented on legal expenses, noting that Mr. Petersen's hourly rate was substantially lower than that of Mr. Dycio She expressed hope that future decisions would provide greater clarity while minimizing financial and resource impacts on taxpayers.

Councilmember O'Halloran thanked those who organized and participated in the Christmas Parade and Public Works Open House. She also expressed appreciation to Mr. Petersen for his professionalism and service to the Town and extended holiday wishes to the community.

Councilmember Kovalik thanked Mr. Petersen, Town staff, and those involved in holiday decorations and community events. He thanked members of the public who attended and spoke during the meeting. He encouraged residents to support charitable organizations, particularly the local food bank, noting the ability of charitable organizations to leverage donations through grants and other resources. He also announced his participation as a judge in the upcoming Christmas House Decoration Contest, scheduled for December 12-16. He extended holiday wishes to the community.

Vice Mayor Semple expressed appreciation for Mr. Petersen's legal services, noting his experience with Mr. Petersen's litigation counsel and his understanding of complex litigation matters. He stated that Mr. Petersen's advice and counsel would be missed. He also thanked Town staff and Mr. Cassidy and encouraged greater public participation in Town processes, emphasizing the importance of community input early in the decision-making process. He expressed disappointment with the progress of the Commission on Open and Transparent Government and extended holiday wishes.

Councilmember Francis thanked Mr. Petersen for his guidance and assistance during his tenure. He extended Christmas wishes to the community and encouraged everyone to remain safe during the holiday season.

DRAFT

Mayor Nevill expressed appreciation for Mr. Petersen's legal guidance and service to the Town, noting that he had developed considerable respect for his work with Council and staff. He also thanked volunteers who participated in the Christmas Parade and commended Public Works staff for their efforts in preparing for winter weather and cleaning the streets following the parade. He recognized the Public Works Open House as a success.

Mayor Nevill also expressed appreciation to Mr. Cassidy for his service as Town Manager, recognizing his accomplishments, community engagement, and contributions to the Town. He extended holiday wishes to Mr. Cassidy, Town staff, Council, and the community, and encouraged unity and cooperation in the coming year.

ADJOURNMENT.

With no further business, this meeting was adjourned at 8:32 PM on Tuesday, December 9th, 2025.

I hereby certify that this is a true and exact record of actions taken by the Town Council of the Town of Warrenton on December 9th, 2025.

_____

Stephen M. Clough
Town Recorder

Attachments:

1) Handouts to Council from Citizen's time. December 9th, 2025.
2) Citizen Comment Emails and form submissions.
3) Signed legislation.

Draft

The Town of Warrenton
P.O. Box 341
Warrenton, VA 20188
P (540) 347-1101
F (540) 349-2414

December 9th, 2025, Special Town Council Meeting Minutes

Attachment 1: Handouts to Council.

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# Executive Recruiter Firms Specializing in Virginia Local Government Positions

Town Attorney, Town Manager, City/County Manager, and similar public-sector executive roles

Updated December 2025

| Firm Name | Primary Location | Specialization / Virginia Notes | Website / Contact |
|---|---|---|---|
| **AtlasAdvancement** | Tysons Corner, VA | Northern Virginia focus; places executives in government administration, finance, procurement, and contracts for local governments and government contractors | atlasadvancement.com |
| **Municipal Solutions®** | Nationwide (active in VA) | Public-sector HR and recruiting specializing in City/County Managers, Town Attorneys, Administrators, Finance Directors, etc. | municipalsolutions.org/recruiting |
| **The McCormick Group** | Arlington, VA | One of Virginia's largest executive search firms; strong government & nonprofit practice, including local government | mccormickgroup.com |

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Firm Name	Primary Location	Specialization / Virginia Notes	Website / Contact
		leadership	
Keller Executive Search	Arlington, VA (multiple offices)	Government and nonprofit executive recruitment in Virginia; fills senior public-service roles	kellerexecutivesearch.com
Colin Baenziger & Associates	Nationwide (frequent VA placements)	Specializes exclusively in municipal government executive searches (City/County/Town Managers, Attorneys, etc.)	cb-asso.com
Ralph Andersen & Associates	Nationwide public-sector focus	Long-standing firm for local government executive roles; regularly conducts searches for Virginia municipalities	ralphandersen.com
GovtJobs Executive Search Directory	Nationwide	Comprehensive directory of public-sector recruiters; useful for discovering additional Virginia-focused firms	govtjobs.com/executive-search-firms

Prepared December 2025

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Draft
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Your main responsibility as an elected official is to listen to your constituents - and then respond to them by acting accordingly, with *transparency*. YOU ARE NOT DOING THIS. Look at this room tonight, the people gathered here, and the Of course, this is in addition to the 350 plus signatures received on the petition to reinstate Frank Cassidy.

You have done great damage to the Warrenton Citizens you claim to represent, and to the exceptional Town Staff that supports our operations. The undermining of collaboration and trust between Council, staff and our citizens is epic – The lack of trust fills the streets.

The absence of integrity, responsibility and accountability is based on some key factors:

1. **1) The illegal meeting between 4 of you without notice to, or inclusion of the other 3 council members or the Mayor, to conjure up how you would dismiss the Town Manager without cause or explanation (subsequently discovered in a FOIA request by concerned citizens).**
2. **2) The total lack of transparency around this covert plan of action with both staff and the citizenry you represent.**

3. **Your failure to participate in the mandatory FOIA classes for Town officials, which the Code of Va. requires for ALL elected officials within TWO MONTHS after they assume office, then to be renewed every TWO years.**

4. **Your failure or outright refusal to consider the financial burden this would impose on Citizens ~ not just the cost that go to Frank Cassidy on termination, BUT the costs for the "search & hire" of a new Town Manager. Not easy given the current turmoil and chaos.**

5. **5) Your total disregard and deliberate failure to take into account or be guided by advice of Town Counsel, provided to Council Members in two separate legal memorandums.**

I have traveled to every continent on the globe for business and I understand the implicit value of forthright negotiations. This is what I've learned:
It takes great courage and strength to act on a frauded decision - or illegally or immorally made "decision", or acknowledge that you acted hastily or didn't have all the proper information before you—or even to say you *want* or need more time to re-evaluate your decision in light of the public's reaction. But THAT is the RIGHT thing to do.

To find your own voice among a "herd mentality" – to have an independent thought – THAT is true leadership. That is what we need.
What will you do??

Sunny Reynolds
186 High St
Warrenton

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To find your own voice among a "herd mentality" – to have an independent thought – THAT is true leadership. That is what we need.
What will you do??

The Town of Warrenton
P.O. Box 341
Warrenton, VA 20188
P (540) 347-1101
F (540) 349-2414

December 9th, 2025, Regular Town Council Meeting Minutes

Attachment 2: Citizen Comment emails and form submissions.

Draft

From: "Michael Potter" [redacted]
Sent: Tue, 18 Nov 2025 09:11:41 -0500
To: "" <cnevill@warrentonvagov>," <smiller@warrentonva.gov>; "" <sclogh@warrentonva.gov>," <jcp@petersenfirm.com>; "" <mohalloran@warrentonva.gov>," <rfrancis@warrentonva.gov>; "" <wsemple@warrentonva.gov>," <pmooney@warrentonva.gov>; "" <dmcguire@warrentonva.gov>," <egagnon@warrentonva.gov>; "" <lkovalik@warrentonva.gov>," <citizencomment@warrentonva.gov>; "wsemple@warrentonva.gov" <wsemple@warrentonva.gov>; "lkovalik@warrentonva.gov" <lkovalik@warrentonva.gov>; "dmcguire@warrentonva.gov" <dmcguire@warrentonva.gov>; "mohalloran@warrentonva.gov" <mohalloran@warrentonva.gov>; "cnevill@warrentonvagov" <cnevill@warrentonvagov>; "sclogh@warrentonva.gov" <sclogh@warrentonva.gov>
Cc: """" <thewitt@fauquier.com>
Subject: Official VFOIA Notice of Potential Violations-Town of Warrenton

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

You don't often get email from [redacted] Learn why this is important

From: Michael W Potter

To: Mayor Carter Nevill, Interim Town Manager Stephanie Miller, Town of Warrenton

Date: November 18, 2025

Dear Town Leadership,

This message serves as formal notice regarding compliance with the Virginia Freedom of Information Act (VFOIA), Va. Code § 2.2-3700 et seq.

Draft

Recent information indicates potential violations involving serial private communications among a quorum of Town Council members regarding the firing of a Town employee.

Applicable VFOIA Requirements

VFOIA prohibits public business from being discussed or transacted outside a properly noticed open meeting. Relevant provisions include:

- § 2.2-3701 — Defines a "meeting," including any informal assemblage of three or more members discussing public business.
- § 2.2-3707 — Requires open meetings with proper public notice.
- § 2.2-3710 — Prohibits transacting public business outside an open meeting.
- § 2.2-3713 — Provides enforcement remedies.
- § 2.2-3714 — Establishes penalties for willful violations.

Virginia case law (Beck v. Shelton, Hill v. Fairfax Co. School Board, Gloss v. Wheeler) affirms that emails, text messages, and serial discussions among a quorum may constitute an illegal meeting under VFOIA.

Basis for This Notice

Information indicates that four members of the Warrenton Town Council engaged in private discussions—via email and/or text

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messages—regarding the termination of a Town employee and reached a decision prior to the public meeting.

Such conduct may constitute an unlawful "meeting" under § 2.2-3701, rendering the subsequent public vote a ceremonial ratification rather than a genuine public deliberation, in violation of §§ 2.2-3707 and 2.2-3710.

Required Response (Due Within 5 Business Days)

Please provide the following within 5 business days of receipt of this notice:

1. A written confirmation whether a quorum engaged in private communications regarding this matter.
2. Copies of all relevant emails, text messages, and electronic communications among Council members.
3. A written explanation of remedial steps the Town will take to ensure ongoing VFOIA compliance.

Reservation of Rights

The individual reserves all rights to pursue remedies provided under § 2.2-3713, including court action, if the Town fails to comply.

Sincerely,

Michael W Potter

Draft

Sent from my iPhone

Sent from my iPhone

Draft

From: "noreply@civicplus.com" on behalf of "noreply@civicplus.com" <noreply@civicplus.com>
Sent: Wed, 19 Nov 2025 16:59:32 +0000
To: """ <citizencomment@warrentonva.gov>
Subject: Online Form Submittal: Public Comment

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Public Comment

Name	Patrick McDonald
Address	40 Washington St
City	Warrenton
State	Virginia
Zip Code	20186
Email Address	[redacted]
Phone Number	*Field not completed.*
Committee, Board, or Commission Type	Town Council
Agenda Item	Firing of Frank Cassidy
Comment	Eric Gagnon should resign. I live in Ward 5, and I think it's despicable that Mr. Gagnon plotted with other council members on ways to fire Frank Cassidy and minimizes public discourse about the decision. This is corruption, and the town council should be ashamed of their actions. If you can't provide the public with a legitimate for firing, then you do not have a valid reason. You are just trying to remove roadblocks to your own agenda. The reporting by the Fauquier Times makes it clear that this was a coordinated effort to withhold information from the public and carry out a firing without the people this council is supposed to represent being able to weigh in. Again, Eric Gagnon should resign.

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Email not displaying correctly? View it in your browser.

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The Town of Warrenton
P.O. Box 341
Warrenton, VA 20188
P (540) 347-1101
F (540) 349-2414

December 9th, 2025, Regular Town Council Meeting Minutes

Attachment 3: Signed Documents- Resolutions, Ordinances, Closed Session Motions

Draft

Motion for Convening a Closed Session

Council Meeting Date: November 12th, 2025.

Closed Session

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

____ 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 _____ *[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.

__x__ As permitted by Virginia Code § 2.2-3711 (A)(7), consultation with the Town's legal counsel involving: briefing and discussion with counsel and staff members pertaining to probable litigation, regarding an employee matter where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

__X__ 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, relating to **LWAV-25-2 – Daniels Property – An Exception to Authorize a Dead-End Street (Cul-de-Sac) for an Eight-Lot Residential Subdivision Per Subdivision Ordinance Section 2.7 *Variations and Exceptions* and Section 4.2.10 *Streets*.**

____ As permitted by Virginia Code § 2.2-371 l (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: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

Draft

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: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:
Town Clerk

Effective date:

Stephen Clough, Town Recorder

Draft

Resolution to Recommend Approval

December 9, 2025
Town Council
Public Hearing
RES-25-12-01

A RESOLUTION TO APPROVE LWAV-25-2 - DANIELS PROPERTY – AN EXCEPTION TO AUTHORIZE A DEAD-END STREET (CUL-DE-SAC) FOR AN EIGHT-LOT RESIDENTIAL SUBDIVISION PER SUBDIVISION ORDINANCE SECTION 2.7 *VARIATIONS AND EXCEPTIONS* AND SECTION 4.2.10 *STREETS*

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

WHEREAS, the Town of Warrenton Subdivision Ordinance (hereinafter "the Ordinance"), adopted on February 14, 2006 and as subsequently amended, is intended to establish reasonable and desirable subdivision standards and procedures to guide and facilitate the orderly growth of the community; and

WHEREAS, Article 4 of the Ordinance, Section 4.2 *Streets* lists minimum standards that regulate the design of all new subdivision streets; and

WHEREAS, Subsection 4.2.10 prohibits dead-end (cul-de-sac) streets unless specifically recognized as such on the Comprehensive Plan or approved by variation or exception by the Town Council; and

WHEREAS, Article 2 of the Ordinance, Section 2.7 *Variations and Exceptions* allows Town Council to grant a variation or exception to Ordinance regulations in cases of unusual situations or when strict adherence to the regulations would result in substantial injustice or hardship, as permitted by Code of Virginia Section 15.2-2242(1); and

WHEREAS, the subject property, consisting of approximately 5.34 acres across three parcels, PIN's 6984-60-9026-000, 6984-70-1108-000 and 6984-70-2394-000, and Zoned to the R-6 and R-15 Residential Districts, is proposed to be developed into an eight-lot residential subdivision served by public streets; and

WHEREAS, the Applicant, Mr. Marcus Simes of Tricord, Inc., has requested an exception to Ordinance Section 4.2.10 to allow a dead-end (cul-de-sac) street to serve six of eight proposed residential lots; and

WHEREAS, such an exception may be approved per Ordinance Section 2.7 by Town Council after a public hearing and recommendation from the Planning Commission following the procedures in Zoning Ordinance Section 11-3.10 *Special Use Permits and Waivers*; and

WHEREAS,, on September 16, 2025, the Planning Commission conducted a public hearing on this matter and considered oral and written testimony, and on October 21, 2025, the Planning Commission recommended approval of the requested exception subject to Conditions; and

WHEREAS, on December 9, 2025, the Town Council conducted a public hearing on this matter and considered oral and written testimony; and

WHEREAS, that per Ordinance Section 2.7 the Town Council hereby finds that there is an unusual situation and that strict adherence to Section 4.2.10 of the Ordinance would result in substantial injustice or hardship, and that the granting of this exception is consistent with the intent of the Ordinance and would preserve and protect the public interest; now, therefore, be it

RESOLVED, by the Warrenton Town Council this 9th day of December 2025, that the Town Council

Draft

hereby approves the requested exception to Ordinance Section 4.2.10, subject to the following Conditions of Approval:

1. Development of the subject property must be in substantial conformance with the drawings and documents submitted as a part of this request. Minor adjustments may be made to the location, size and dimensions of lots, streets, sidewalks and open spaces, so as to meet all applicable zoning and engineering requirements as regulated by the Zoning Ordinance, Public Facilities Manual, Town Code and State Code, as approved and authorized by the Zoning Administrator as a part of the required Site Development Plan.
2. The proposed subdivision is authorized to include a maximum of eight (8) residential lots, as generally depicted on the submitted drawings. Any increase in the number of lots shall require the submission and approval of an amended exception request.
3. A high-visibility crosswalk shall be installed at the intersection of Madison Lane and Meadowview Lane, as well as all required stop, street name, no-parking, and other signage as required by the Public Facilities Manual and current MUTCD.
4. A sidewalk shall be provided from the terminal cul-de-sac on "Public Road A" to Old Meetze Road, a minimum of five (5) feet wide, constructed of concrete, and located within a public access easement. The location of the sidewalk may be adjusted as necessary so as to allow for accessibility, landscape buffering, topography constraints, and other design considerations that will moderate potential impacts on adjoining properties, as approved and authorized by the Zoning Administrator.
5. A sidewalk shall be provided along the full length of the subject property's Old Meetze Road frontage, connecting to the end of the existing sidewalk that is along the frontage of the Monroe Estates subdivision. The northern terminus of the sidewalk shall be designed and constructed so as to allow for convenient connection and future extension northwards along Old Meetze Road.
6. No subdivision signage or other subdivision development indicator is permitted at the subject property's Old Meetze Road frontage, with the exception of required roadway signage, or pedestrian wayfinding or historical markers totaling no more than nine (9) square feet in size and a maximum of three and a half (3.5) feet in height.
7. All street lights within the subdivision shall consist of fully-shielded, full cut-off fixtures with a maximum color temperature of 2,700 K.
8. No temporary or permanent signage is permitted to be installed below the southern boundary line of the subject property indicated on the submitted drawing as S48^{0}31'15"W, or anywhere within the Monroe Estates subdivision area at any time during construction of the subdivision improvements or individual homes. This prohibition shall include, but not be limited to, real estate advertisements, "for sale" signage, subdivision name signs, construction signs, or signs advertising home builders or contractors, or similar. Any signs installed in violation of this condition shall be subject to immediate removal by the Zoning Administrator, and the cost of such removal shall be paid by the Property Owner to the Town immediately upon demand.
9. No construction-related traffic, to include vehicles or equipment, shall be permitted to use Meadowview Lane to exit or enter the subject property; all traffic related to subdivision, site or home construction shall exit/enter to the north, via Ranger Drive and John Williams Way within the Warrenton Crossing subdivision. Violations of this condition shall be the responsibility of the Property Owner, and subject to a fine of no less than $200 per vehicle, per trip, or per instance, where such fine shall be paid by the Property Owner to the Town immediately upon demand.
10. The center area of the terminal cul-de-sac shall include a center island that is surfaced with either landscaping, turf, or other pervious material that is acceptable to the Director of the Public Works Department. Provision and final design of the center island shall be subject to a vehicle turn analysis that demonstrates adequate vehicular access for the largest expected emergency response vehicle, subject to the approval of the Fire Official.

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Resolution to Recommend Approval

Votes:
Ayes: Mr. Roy Francis; Mr. William Semple; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Abstained: Mr. Larry Kovalik;
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:
Community Development Director,
Town Attorney

ATTEST: _____
Town Recorder

Draft

December 9, 2025
Town Council
Regular Meeting
RES-25-12-02

RESOLUTION TO APPROVE SPECIAL USE PERMIT 25-02 FOR HD DEVELOPMENT OF MARYLAND (HOME DEPOT) PURSUANT TO SECTION 11-3.10 OF THE ZONING ORDINANCE OF THE TOWN OF WARRENTON
(GPIN 6983-57-1258-000, FORMERLY 6983-57-1258-500 PRIOR TO JUNE 1, 2025)

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

WHEREAS, HD Development of Maryland, ("the Applicant"), is the requesting a Special Use Permit approval on a parcel of land containing approximately 15.4797 acres, identified as GPIN 6983-57-1258-000, located at 267 Alwington Boulevard in the Town of Warrenton and hereinafter referred to as the "Property"; and

WHEREAS, the Applicant has applied for a Special Use Permit pursuant to §11-3.10.3 of the Zoning Ordinance to allow for under-cover storage for rental equipment by building 10' walls with a canopy that act as screening, hereinafter the "Special Use Permit"; and

WHEREAS, the Planning Commission of the Town of Warrenton held a Work Session on the current Special Use Permit on September 16, 2025; and

WHEREAS, the Planning Commission of the Town of Warrenton held a Public Hearing on the current Special Use Permit on October 21, 2025; and

WHEREAS, the Planning Commission unanimously recommended approval of the application subject to draft Conditions of Approval; and

WHEREAS, the Town Council held a Work Session on November 12, 2025; and

WHEREAS, the Town Council held a Public Hearing on December 9, 2025; and

WHEREAS, the Town Council finds that the Application meets the criteria for approval in the Town of Warrenton Zoning Ordinance; and

WHEREAS, the Town Council received and considered the recommendation of the Planning Commission for approval of the current Special Use Permit based on Conditions of Approval; and

WHEREAS, the Town Council, in consideration of the foregoing, is of the opinion that the application for the Special Use Permit be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED that the Warrenton Town Council on this 9th day of December 2025, that SUP 25-02 be, and is hereby, approved, subject to the Conditions of Approval dated December 9, 2025.

Draft

Votes:
Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:
Community Development Director,
Town Attorney

ATTEST: _____
Town Recorder

Draft

December 9th, 2025
Town Council
Regular Meeting
RES-25-12- 03

RESOLUTION APPOINTING WILLIAM R. HEMMINGSON TO THE TOWN OF WARRENTON ARCHITECTURAL REVIEW BOARD

WHEREAS, the Town Council of the Town of Warrenton adopted a Zoning Code which sets forth in Section 3-5.3 the Town Council is to appoint persons to the Architectural Review Board; and

WHEREAS, the Town of Warrenton has an Architectural Review Board consisting of residents, a majority of which are located in the Historic District and within the Town of Warrenton; and

WHEREAS, all members of the Architectural Review Board possess a reasonable knowledge and have a demonstrated interest in historic and architectural development of the Town; and

WHEREAS, Mr. William R. Hemmingson presented a genuine interest in serving the Town of Warrenton by serving on the Architectural Review Board and possesses a professional background as an Architect and possesses an interest within in the field of Historic Preservation and Architectural History; and

NOW THEREFORE, NOW BE IT RESOLVED, that the Town Council of the Town of Warrenton this 9th day of December, 2025, appoint William r. Hemmingson to the Architectural Review Board to fill a four year term, starting January 1st, 2026, and expiring on December 31, 2030.

ATTACHMENT: None

Votes:

Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;

Nays:

Absent from Vote:

Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:

Town Clerk

ATTEST: _____
Town Recorder

Draft

December 9th, 2025
Town Council
Regular Meeting
RES-25-12-04

RESOLUTION APPOINTING MICHAEL BEIDLER TO THE TOWN OF WARRENTON ARCHITECTURAL REVIEW BOARD

WHEREAS, the Town Council of the Town of Warrenton adopted a Zoning Code which sets forth in Section 3-5.3 the Town Council is to appoint persons to the Architectural Review Board; and

WHEREAS, the Town of Warrenton has an Architectural Review Board consisting of residents, a majority of which are located in the Historic District and within the Town of Warrenton; and

WHEREAS, all members of the Architectural Review Board possess a reasonable knowledge and have a demonstrated interest in historic and architectural development of the Town; and

WHEREAS, Mr. Michael Beidler presented a genuine interest in serving the Town of Warrenton by serving on the Architectural Review Board and possesses a professional background as an Architect and possesses an interest within in the field of Historic Preservation and Architectural History; and

THEREFORE, NOW BE IT RESOLVED, that the Town Council of the Town of Warrenton this 9th day of December, 2025, appoint Michael Beidler to the Architectural Review Board to fill a four year term, starting January 1st, 2026, and expiring on December 31, 2030.

ATTACHMENT: None

Votes:

Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;

Nays:

Absent from Vote:

Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:

Town Clerk

ATTEST: _____

Town Recorder

Draft

November 12th, 2025
Town Council
Regular Meeting
RES-25-12-05

A RESOLUTION AUTHORIZING THE ACTING TOWN MANAGER TO EXEUCTE A MEMORANDUM OF UNDERSTANDING WITH DOMINION ENERGY VIRGINIA

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

WHEREAS, Virginia Electric and Power Company is a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("DEV"); and

WHEREAS, DEV holds a franchise granted by the Town to acquire construct, install, operate, maintain and use structures and equipment in the streets, alleys, and public places of the Town; and

WHEREAS, the Commonwealth of Virginia has prioritized extending high quality broadband communications networks throughout Virginia and DEV is supporting this initiative by adding broadband lines within the existing rights of way; and

WHEREAS, the Town and DEV have negotiated and drafted a Memorandum of Understanding ("MOU") setting forth the terms and conditions for additional cables in support of this initiative in the existing right of way; and

WHEREAS, the Town Council has reviewed the terms and conditions of the proposed MOU; and

WHEREAS, it is necessary and desirable for the Town Council to formally authorize the Acting Town Manager to finalize and execute the MOU with DEV.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Warrenton, Virginia this 9th day of December 2025, that the Acting Town Manager is hereby authorized to execute the Memorandum of Understanding between the Town of Warrenton and DEV as to Communications Facilities with Dominion Energy Virginia's Franchise Agreement.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon its adoption.

ATTACHMENT: None

Votes:
Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire
:

For Information:
Town Manager

ATTEST: _____ **Town Recorder**

Draft

December 9, 2025
Town Council
Regular Meeting
RES-25-12-06

A RESOLUTION TO AMEND THE FISCAL YEAR 2026 ADOPTED BUDGET TO APPROPRIATE VIRGINIA DEPARTMENT OF TRANSPORTATION GRANT FUNDING IN THE AMOUNT OF $115,712 TO FUND RESURFACING OF ROADWAYS WITHIN TOWN LIMITS

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 Town has been approved by the Department of Transportation to receive an additional $115,712 of State of Good Repair funds for the resurfacing of Alexandria Pike from Main Street to John E. Mann, Falmouth Street from Falmouth Court to Main Street, and Main Street from Falmouth Street to Alexandria Pike; and

NOW, THEREFORE, BE IT RESOLVED, that the Warrenton Town Council Hereby amends the Fiscal Year 2026 Adopted Budget to appropriate $115,712 of grant revenue to implement the resurfacing of roadways within Town limits and grants authority for the Town Manager to execute project administration agreements for this approved State of Good Repair projects.

Votes:
Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:
Project Coordinator
Budget Manager

ATTEST: _____ **Town Recorder**

Draft

November 12th, 2025
Town Council
Regular Meeting
RES-25-12-07

A RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF AGREEMENT WITH FAUQUIER COUNTY FOR SALT STORAGE FACILITY

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

WHEREAS, the Town and the County share resources and utilities for public benefit; and

WHEREAS, the Town desires to construct a Salt Storage Facility on a portion of the Fauquier County Landfill property, located at 6438 College St., Warrenton, VA 20187, to store compounds (generally salts) required for the execution of its duties; and

WHEREAS, the Town will be solely responsible for financing and funding the construction of the Salt Storage Facility, and the life span of the facility is estimated to be twenty-five (25) years; and

WHEREAS, the Town and the County have negotiated and drafted a Memorandum of Agreement ("MOA") setting forth the terms and conditions for the construction, access, maintenance, and shared use of the Salt Storage Facility; and

WHEREAS, the Town Council has reviewed the terms and conditions of the proposed MOA, including provisions regarding the twenty-five (25) year term, financing, construction responsibilities, access control, maintenance, insurance, and termination, as attached to this Resolution; and

WHEREAS, it is necessary and desirable for the Town Council to formally authorize the Acting Town Manager to finalize and execute the MOA with the Fauquier County Administrator.

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

Authorization: The Acting Town Manager is hereby authorized and directed to work in conjunction with the Fauquier County Administrator to finalize the terms and execute the Memorandum of Agreement between the Town of Warrenton and Fauquier County regarding the Salt Storage Facility at the Fauquier County Landfill, in substantially the form presented to the Town Council, and attached hereto, with such non-material changes as the Acting Town Manager shall deem necessary or appropriate to carry out the intent of this Resolution.

Execution and Implementation: The Acting Town Manager is further authorized to take all necessary actions to implement the terms of the MOA, including, but not limited to, overseeing the construction, ensuring compliance with all responsibilities outlined in the MOA, and facilitating the necessary communications and cooperation with the County and its staff.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon its adoption.

ATTACHMENT: None

Votes:
Ayes: Mr. Roy Francis; Mr. William Semple; Mr. Larry Kovalik; Ms. Michele O'Halloran; Mr. Eric Gagnon;
Nays:
Absent from Vote:
Absent from Meeting: Mr. Paul Mooney; Mr. David McGuire

For Information:
Town Manager
Fleet & Facilities Manager

ATTEST: _____
Town Recorder

Draft

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Warrenton Presbyterian School Permit Fee Reimbursement Request
Requested Action:	Consider Approving the Permit Fee Reimbursement
Department / Agency Lead:	Community Development
Staff Lead:	Rob Walton, Director of Community Development

EXECUTIVE SUMMARY

The Warrenton Presbyterian School (WPS) applied for, and received approval of, an amusement device permit (AMUS-26-13) to set up a bounce house for the public. The WPS is asking Town Council to consider a reimbursement of the fees that were charged as part of the permit process. The total amount of the permit was $156.61 which included the permit review, after hour inspection of the device, administrative fee, and VA Levy Fee.

WPS is a non-profit organization and stated that the amusement device permit fee constituted more than fifty percent (50%) of the cost for all of their expenses as part of their fundraiser.

Background

As part of a recent First Friday event, the Warrenton Presbyterian School (WPS) applied for, and received approval, an amusement device permit (AMUS-26-13) to set up a bounce house for their fundraiser event. The WPS is requesting a reimbursement of the permit fees as this cost was more than 50% of their total costs for the fundraiser. The total amount of the permit was $156.61 which includes a 2% State levy fee ($1.10). The WPS is a local non-profit organization and holds one to two fundraisers per year. Fee reimbursements are considered by Town Council on a case-by-case basis. The last fee reimbursement that was approved was for Habitat for Humanity to reimburse the cost of subdivision plat application.

STAFF RECOMMENDATION

Staff recommends considering the request and refunding the fees associated with AMUS-26-13 in the amount of $155.51 for WPS, a local non-profit organization.

Service Level/Collaborative Impact

Non-profit organizations provide a valuable service to the community and allowing them to maintain more of their funds raised by their fund raisers would be beneficial for them and the Town.

Fiscal Impact

The Town would be reimbursing the cost of the amusement device permit in the amount of $156.61. The fee also includes the 2% VA levy fee in the amount of $1.10 that is paid to the State even if the fee is reimbursed to the applicant. The total reimbursement, minus the levy fee, would be $155.51.

Legal Impact

There is no legal impact associated with the reimbursement fee.

ATTACHMENTS

1. Request by Email from Stacy Stevens
2. AMUS-26-13 Fee Receipt

Rob Walton

From: Stacy Stevens <stacy.stevens@wpcva.org>
Sent: Wednesday, October 14, 2026 5:42 PM
To: Rob Walton
Cc: Elizabeth Smedley; Richardl.comcast.net; Sally Timberlake
Subject: Re: Fee Reimbursement
Attachments: Permit - Amusement Device for Bounces 1st Friday 2026.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Rob,

Please see the attached receipt for the amusement device permit/inspection Warrenton Presbyterian School was required to obtain for the bounces used during our 1st Friday fundraising event on October 2. Warrenton Presbyterian School (WPS), a non-profit outreach of Warrenton Presbyterian Church (91 Main Street), hosts one or two fundraisers per year in the front yard of the church during the Town's 1st Friday (and sometimes Fall Festival) events. WPS offers fun activities (bounce houses, face painting, etc.) and concession stand foods to church and school families, as well as the general public. The fundraisers benefit the school's scholarship fund that is used to help families in need with the cost of tuition and/or our afterschool program. The cost of the permit/inspection ($156.61) amounted to more that 50% of the cost of all our expenses for the October 2 event. This, in turn, negatively affected our profit, which was already lower than expected due to rain that forced us to close down early. We are respectfully requesting that the council consider refunding part or all of the fee and also consider reducing or waiving the fee for future WPS fundraising events hosted in the church's front yard. While we certainly understand the importance of inspections for safety purposes and will, of course, continue to comply with these rules, the cost for the permit is a big price for WPS to pay when working to raise money for our school. Please let me know if you need anything else from me and thank you for your time and consideration.

Sincerely,
Stacy Stevens, Director
Warrenton Presbyterian School
540-222-8509

From: Rob Walton <rwalton@warrentonva.gov>
Sent: Wednesday, October 14, 2026 8:58 AM
To: Stacy Stevens <stacy.stevens@wpcva.org>
Subject: Fee Reimbursement

Hi Stacy,

Thanks for talking to me this morning. Could you please respond to this email requesting to have the fees associated with AMUS-26-13 refunded by Town Council, please? Our records are showing the fee total to be $151.10. If you have something different, please attach it to your reply and I will place it on the November 10th Town Council agenda.

Thank you!
Rob

Rob Walton
Director of Community Development
Town of Warrenton
21 Main Street
Warrenton, VA 20186

Office Phone: (540) 347-1101
Email: rwalton@warrentonva.gov
Website: www.warrentonva.gov

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without the permission of the sender. If the reader of this message is not the intended recipient, or if you have received this communication in error, please notify the sender immediately by return e-mail and delete the original message and any copies of it from your computer system.

Town of Warrenton, VA

$156.61 Paid

via Credit Card ending in 0024

Thanks for using the Online Service Center

Stacy Stevens
Amusement Devices #AMUS-26-13
October 1, 2026

Amusement Device- Small Mechanical-BLDG	$55.00
Amusement Device- After Hours Inspection Fee-BLDG	$50.00
Administrative Fee- BLDG	$45.00
VA Levy Fee-BPSL	$1.10
Processing Fee	$5.51
Total Paid	**$156.61**

Powered by OpenGov
Receipt number #5108

November 10th, 2026
Town Council
Regular Meeting
Res. No.

A RESOLUTION TO REIMBURSE THE WARRENTON PRESBYTERIAN SCHOOL IN THE AMOUNT OF $156.61 FOR THE COST OF AN AMUSEMENT DEVICE PERMIT (AMUS-26-13)

WHEREAS, he Town of Warrenton currently considers fee reimbursements on a case-by-case basis; and

WHEREAS, the Town of Warrenton charged the Warrenton Presbyterian School an amusement device permit fee in the amount of $156.61 to set up a bounce house during one of the non-profit organization's fund raisers; and

WHEREAS, Warrenton Presbyterian School has requested a reimbursement of this fee as it constituted more than fifty percent (50%) of the non-profits' funds raised during the event; and

WHEREAS, t the $156.61 fee included the actual permit, after hours inspection, administrative charges, a 2% VA Levy Fee, and the credit card convenience fee charge; and

WHEREAS, the Town of Warrenton is considering a policy change to allow an administrative fee waiver/reimbursement process for non-profit organization; and

WHEREAS, the Town Code will need to be revised to reflect this policy change if it is the desire of Town Council; and

WHEREAS, on November 10, 2026, the Town of Warrenton Town Council considered the reimbursement request;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Warrenton this 10th day of November 2026, That the Town Council Hereby approves the reimbursement of the amusement device permit fee in the amount of $155.51 to the Warrenton Presbyterian School.

Votes:
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

For Information:
Community Development Director,
Town Attorney

ATTEST: _____
Town Recorder

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Town Council Resolution Regarding Committees
Requested Action:	Discussion and consideration of a resolution establishing the Town's participation procedures in the Town/County Liaison Committee
Department / Agency Lead:	Town Manager's Office
Staff Lead:	Judson Rex, Town Manager

EXECUTIVE SUMMARY

At the October 13, 2026 meeting, Town Council approved a motion to bring for consideration a resolution confirming the Council's role in creating Town committees, appointing their members and the Town's representatives to outside bodies, and directing staff support for them, including designation of the Town's representatives to the Town/County Liaison Committee. This staff report is intended to provide information related to the request and to offer a potential path forward for the council to consider.

The Town/County Liaison Committee provides a forum for coordination between the Town of Warrenton and Fauquier County. Staff proposes a structured approach to the Town's participation centered on two functions: advise and report. The Committee would identify opportunities and develop recommendations for consideration by the Town Council and County Board of Supervisors, without independently establishing policy or committing either governing body.

The proposed framework establishes a recurring process for Council direction, selection of representatives, administrative preparation, Committee discussion, and reporting and follow-through. A Council resolution would formalize the Town's internal expectations while preserving flexibility to address emerging intergovernmental priorities.

BACKGROUND

Staff proposes the following five-step process:

1. **Council preparation and direction**. At the Council meeting preceding each Liaison Committee meeting, Council would identify topics, establish priorities, and provide direction. The Town Manager would solicit topics and provide background information in advance of the Council's discussion.
2. **Selection of Town representatives**. At the Council meeting, Council would designate its participants, potentially based on agenda topics, expertise, interest, and availability. Alternatively, Council could select standing representatives if continuity is preferred.
3. **Town Manager coordination and briefing**. The Town Manager would coordinate the proposed agenda and materials with the County Administrator and brief selected Town representatives with background information, analysis, and considerations.
4. **Committee meeting and follow-up**. Representatives would discuss shared issues and identify recommendations, potential actions, and information needs. The Town Manager would distribute a

timely written summary to all Councilmembers immediately following the liaison committee meeting.

5. **Report back and accountability**. At the Council meeting following the liaison committee meeting, Council would receive a report, consider recommendations, and provide direction or take action as appropriate. Staff would track open items, decisions, and next steps between meetings.

Under this approach, Council establishes policy priorities and selects representatives; designated Councilmembers participate and report without binding the full Council; the Town Manager coordinates preparation, reporting, and tracking; and the Liaison Committee serves as an advisory forum. Joint meeting arrangements would be coordinated with Fauquier County. The table below summarizes proposed roles and responsibilities.

Who	Responsibilities
Town Council	Establish priorities and policy direction; select Town representatives; receive Committee reports and recommendations; consider and authorize formal Town actions and positions.
Town Council Representatives	Participate in Liaison Committee discussions; communicate Council priorities; collaborate with County representatives; advise and report back without independently committing the full Council.
Town Manager	Coordinate agenda development with the County Administrator; prepare and brief representatives; facilitate staff support; document outcomes; communicate with the full Council; track follow-up items.
Town–County Liaison Committee	Serve as an advisory and coordinating forum; discuss matters of mutual interest; identify opportunities and recommendations; provide a formal pipeline for action by the respective governing bodies.

STAFF RECOMMENDATION

Staff recommends that Council discuss the proposed framework and consider a resolution establishing the Town's expectations for agenda preparation, selection of representatives, administrative coordination, reporting, and follow-through. Staff also recommends maintaining a simple log of topics, recommendations, decisions, responsible parties, and outstanding actions. Council should provide direction on whether to designate standing representatives or select participants before each meeting.

Service Level/Collaborative Impact

A consistent process would improve coordination with Fauquier County, keep the full Council informed, and strengthen accountability for matters requiring intergovernmental collaboration. Implementation would involve the Town Manager's Office and affected departments as topics arise.

Policy Direction/Warrenton Plan 2040

The framework supports coordinated consideration of shared priorities, including transportation, infrastructure, public facilities, and economic development, where relevant to Plan Warrenton 2040. It does not itself establish new substantive policy.

Fiscal Considerations

No direct appropriation is requested. Meeting preparation, coordination, reporting, and tracking would require staff time within existing operations.

Legal Considerations

The proposed resolution would govern the Town's internal participation and would not independently bind Fauquier County or delegate final policy authority from either governing body. The Town Attorney should review the resolution and applicable public meeting, notice, and records requirements, including the Virginia Freedom of Information Act.

ATTACHMENTS

Proposed Town Council resolution (to be finalized).

DRAFT FOR DISCUSSION — November 10, 2026

TOWN OF WARRENTON, VIRGINIA

TOWN COUNCIL

RESOLUTION NO. _____

A RESOLUTION TO COMPLETE THE RECORDS DIRECTIVE OF OCTOBER 13, 2026; TO WAIVE DISCRETIONARY EXEMPTIONS FOR THOSE RECORDS; AND TO CONFIRM THE COUNCIL'S AUTHORITY OVER THE TOWN'S REPRESENTATION ON THE TOWN/COUNTY LIAISON COMMITTEE

WHEREAS, Section 3-6 of the Town Charter vests the powers of the Town in the Town Council, and Section 3-8 provides that the Town Clerk is appointed by the Council;

WHEREAS, the Council last designated the Town's representatives to the Town/County Liaison Committee on August 14, 2018, by office ("Mayor, Vice-Mayor"), and the renewal of committee assignments was withdrawn from the Council's agenda on August 11, 2020 and has not since been acted upon;

WHEREAS, a meeting of the Town/County Liaison Committee was held on September 28, 2026, attended on behalf of the Town by the Mayor, a member of Council, and the Town Manager, without prior notice to or authorization by the Council;

WHEREAS, on October 13, 2026, the Council, by a vote of 5-2, directed the Town Clerk to gather all records relating to that meeting from June 1, 2026, in any form, including records on personal phones or accounts used for Town business; directed the Mayor, members of Council and Town staff who took part in arranging, attending or following up on the meeting to give their records to the Clerk within five business days; directed the Clerk to identify each record withheld, the exemption cited, and who claimed it; and referred the two resolutions addressed below to this meeting;

WHEREAS, the Clerk produced records to the Council on October 23, 2026, and the Council appreciates that work; however, the production did not include complete text message threads from the Town phones the Clerk archived on October 14, a complete production of records from personal devices or accounts used for Town business, or the required identification of withheld records;

WHEREAS, on November 5, 2026, the Clerk advised that, because of other pending requests and agenda deadlines, he would take an additional seven working days to respond to a related request under the Virginia Freedom of Information Act (No. 26-619), so that the outstanding records will not be available before this meeting or before the Committee meeting of November 16, 2026;

WHEREAS, records produced by Fauquier County under the Virginia Freedom of Information Act show that matters were discussed at the September 28 meeting that were not reported to the Council and are not summarized in the County's draft minutes, including a proposed boundary line adjustment, and that County officials have since referred to "the Town's BLA request," although the Council has made no such request;

WHEREAS, under Va. Code §§ 15.2-3106 and 15.2-3107, a boundary line between localities may be changed only by agreement of their governing bodies, after published notice and a public hearing;

WHEREAS, under Va. Code § 42.1-77, recorded information produced or received in connection with the transaction of public business is a public record regardless of the medium on which it is recorded, and on November 2, 2026 the Town Attorney issued a notice requiring the preservation of the records covered by the Council's October 13 directive;

WHEREAS, the working papers and correspondence exemption of Va. Code § 2.2-3705.7(2) is discretionary, and Va. Code § 2.2-3700(B) provides that the Virginia Freedom of Information Act shall be liberally construed to promote an increased awareness by all persons of governmental activities;

WHEREAS, Fauquier County has scheduled the next meeting of the Town/County Liaison Committee for November 16, 2026, and has circulated draft minutes of the September 28 meeting for approval at that meeting;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Warrenton, Virginia, meeting on November 10, 2026, as follows:

Section 1. Completion of the October 13 records directive.

(a) The Town Clerk shall provide to every member of Council the complete text message threads, with dates and times, from the Town phones archived on or about October 14, 2026, that concern the Town/County Liaison Committee or its September 28 meeting, identifying the phone from which each thread was taken.

(b) The Mayor, each member of Council, and each member of Town staff who took part in arranging, attending, or following up on the September 28 meeting shall deliver to the Clerk any responsive records not yet provided, from any device or account used for Town business, including personal devices, e-mail and phone accounts, and shall sign a short certification identifying the devices and accounts searched and stating that all responsive records have been provided or that none exist.

(c) The Clerk shall provide a log of any record withheld, stating its date, sender, recipients, subject, the exemption cited, and who claimed it, or a written statement that no record was

withheld; and shall identify the items corresponding to production file numbers 100727 through 100742.

(d) The records, certifications and log required by this Section shall be provided by November 20, 2026, and may be provided on a rolling basis as they become available, with the archived text message threads provided first. Records produced in response to FOIA request No. 26-619 need not be produced again under this Section. The Town Manager shall provide the Clerk such staff and IT assistance as the Clerk needs to meet this date. The Clerk shall then certify to the Council whether the production is complete, and a status report shall be placed on the agenda of the Council's December 8, 2026 regular meeting.

(e) The Town Attorney's preservation notice of November 2, 2026 shall remain in effect until the Council, by vote, accepts the Clerk's certification of completeness. Any official whose term or employment ends shall deliver all records of Town business in his or her possession, on any medium, to the Clerk before departure, as provided in Va. Code § 42.1-88.

Section 2. Waiver of discretionary exemptions.

(a) The Town shall not invoke the working papers and correspondence exemption of Va. Code § 2.2-3705.7(2), or any other discretionary exemption, to withhold from the Council any record responsive to the October 13 directive, except where disclosure is prohibited by law, and except legal advice provided to the Council by the Town Attorney, which the Council may separately waive.

(b) The same records shall be made available to any person upon request on the same terms, subject only to exemptions whose application is mandatory.

Section 3. The Council's authority over committees and representation.

(a) The Council confirms that it alone creates Town committees, appoints their members, designates the Town's representatives to intergovernmental and outside bodies, and directs staff support for them.

(b) No official or member of Council may represent the Town on an intergovernmental or outside body unless designated by the Council.

Section 4. Town representation on the Town/County Liaison Committee.

(a) The Council designates [_____] and [_____] as the Town's representatives to the Town/County Liaison Committee, to serve until the Council's organizational meeting in January 2027 or until their successors are designated by the Council. The Town Manager shall attend as staff.

(b) Before each Committee meeting, the Town's proposed agenda items shall be provided to the full Council. The Town's items for the November 16, 2026 meeting are: [_____]. Every Council member shall be entitled to place their agenda items for consideration by the Council for inclusion on an upcoming Committee meeting, and the final list of agenda items shall require Council approval by voice vote.

(c) The Town's representatives may receive information and discuss matters, but shall not state or imply a Town position on any boundary line adjustment, annexation, utility extension, transfer of property, land use matter, or financial commitment, or any other matter requiring Council oversight and approval unless the Council has first authorized that position by vote.

(d) The Town's representatives shall provide a written report to the full Council within seven days after each Committee meeting, summarizing all matters discussed and any follow-up requested of the Town.

(e) The Town's representatives shall not approve the draft minutes of the September 28, 2026 meeting until they summarize all matters discussed, as required by Va. Code § 2.2-3707(I), and shall review the minutes of future meetings for accuracy before approval.

Section 5. Communication with Fauquier County.

Within five business days, the Town Manager shall send the County Administrator a letter (i) transmitting this resolution; (ii) stating that the Council has not requested or authorized any boundary line adjustment, and that any such request would be made only by action of the Council after the notice and public hearing required by law; (iii) identifying the Town's designated representatives; (iv) requesting that the draft minutes of the September 28 meeting be revised to summarize all matters discussed; and (v) requesting that the agenda and notice of each future Committee meeting be provided to the Town Clerk for posting on the Town's website.

Section 6. Future records directives of the Council.

Whenever the Council directs the production of records, unless the Council provides otherwise: (i) each custodian shall certify the devices and accounts searched; (ii) the Clerk shall provide a log of any record withheld, with the exemption cited and who claimed it; (iii) the Clerk shall certify whether the production is complete; and (iv) a status report shall be placed on the agenda of the next regular Council meeting.

Section 7. Effective date.

This resolution shall take effect immediately.

ADOPTED by the Town Council of the Town of Warrenton, Virginia, this 10th day of November, 2026.

Votes: Ayes: _____ Nays: _____ Absent: _____

ATTEST: _____ Town Clerk

Drafting notes (remove before filing): Bracketed items are for Council to decide. Dates assume completion three days after the extended FOIA deadline of November 17 and before Thanksgiving and a report at the December regular meeting, before the Mayor's term ends December 31. Section 2(a) mirrors RES-25-01-07 ("except where disclosure is otherwise prohibited by law"). Have the Town Attorney review the final text, particularly Sections 1(b), 1(e) and 2.

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Memorandum of Agreement with Fauquier County for Use of Town Hall
Requested Action:	Approve the Memorandum of Agreement and authorize the Town Manager to execute and administer the agreement
Department / Agency Lead:	Town Manager's Office
Staff Lead:	Judson Rex, Town Manager

EXECUTIVE SUMMARY

The Town and Fauquier County have maintained a successful shared-use arrangement at Town Hall, 21 Main Street, under a Memorandum of Agreement executed in November 2024. The County has used the Council Chambers for meetings of the Board of Supervisors and has maintained office space for County Economic Development staff. The proposed revised Memorandum of Agreement continues this partnership in a simpler, more flexible format as the County reorganizes facilities following the sale of the Warren Green building. It expressly accommodates Board of Supervisors and Planning Commission meetings, as well as other County boards, commissions, staff, or public functions as mutually coordinated. The revised agreement also establishes designated meeting dates for County priority use of certain shared spaces and provides for an initial three-year term, with automatic one-year renewals.

BACKGROUND

The existing arrangement was established to make productive use of available space at Town Hall while supporting intergovernmental cooperation and public access to local government. Since the agreement was executed in November 2024, the County's use of the facility has worked well. County staff and officials have coordinated effectively with Town staff, and the County has taken good care of Town Hall during its use.

With the County currently realigning its facilities after the sale of the Warren Green building and in anticipation of the future construction of a new facility, the County has requested continued access to Town Hall for public meetings. In addition to the Board of Supervisors, the revised agreement specifically anticipates Planning Commission meetings and preserves flexibility for other County public meetings or governmental functions when needed and mutually coordinated.

The revised MOA intentionally establishes the principal framework rather than attempting to prescribe every operational detail. The Town retains ownership and control of Town Hall and generally maintains priority use of shared spaces, subject to designated County meeting dates established in the agreement. The Town Manager and County Administrator, or their designees, may develop and revise administrative procedures for scheduling, building access, room setup, technology, security, storage, vendor access,

emergency procedures, and other day-to-day matters, provided those procedures do not materially alter the principal rights or obligations of either party.

STAFF RECOMMENDATION

Staff recommends that Town Council approve the revised Memorandum of Agreement with Fauquier County and authorize the Town Manager to execute and administer the agreement on behalf of the Town.

Service Level/Collaborative Impact

The agreement supports continuity of public meetings for Fauquier County while making efficient use of an existing public facility. It also continues a cooperative Town-County relationship that has operated successfully under the current arrangement.

Policy Direction/Warrenton Plan 2040

The proposed agreement is consistent with the Town's broader emphasis on collaboration, efficient use of public resources, and accessible local government. No change to Town Hall's ownership, designation, or primary function is proposed.

Fiscal Considerations

The MOA does not establish rental payments between the parties. The Town remains responsible for ordinary building operations, maintenance, and repairs, while each party generally bears its own costs associated with the agreement. The County is responsible for damage resulting from its use, excluding ordinary wear and tear, and for equipment or improvements installed primarily for County use unless otherwise agreed in writing.

Legal Considerations

The revised MOA provides that Town Hall remains under Town ownership and control; establishes authorized County uses and shared-space expectations; addresses care of the facility, alterations, insurance, liability, term, and termination; and authorizes staff-level administrative procedures for operational matters. The agreement becomes effective upon approval by the governing bodies and execution by the Town Manager and County Administrator. The Town Attorney has reviewed the proposed agreement.

ATTACHMENTS

1. Proposed Memorandum of Agreement between the Town of Warrenton and Fauquier County
2. Existing Memorandum of Agreement between the Town of Warrenton and Fauquier County

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF WARRENTON AND
FAUQUIER COUNTY**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of the 25 day of NOVEMBER, 2024, by the Town of Warrenton (hereinafter referred to as the "Town") and Fauquier County, each a "Party" to this MOA and collectively the "Parties."

WHEREAS, the Town is the property owner of 21 Main St, known as Town Hall, and desires to retain that designation; and

WHEREAS, the Town desires to develop a partnership that will take full advantage of the benefits of the property while providing a location for Fauquier County BOS Meetings and office space for County Economic Development Staff; and

WHEREAS, the Town desires a mutually beneficial agreement to utilize available space while providing a valuable service to the community; and

WHEREAS, Fauquier County is willing and able to provide to the Town on-site assistance with scheduling and management of the property that supports the economic vitality, sustainability, and historic preservation of Old Town Warrenton while providing additional meeting space; and

NOW THEREFORE, the Parties agree as follows:

1. **Introduction**: The County shall work in conjunction with the Town to assist with scheduling, coordination, and use of the facility.

2. **Scheduling and Coordination**: The County agrees to develop a schedule for their intended use of the shared spaces. This schedule shall be created in good faith consultation with a designated representative of the Town staff, appointed by the Town Manager, and formalized in a written agreement signed by both parties. This written agreement shall specify the days, times, and duration of the County's authorized use of

the shared spaces and will be considered an addendum to this MOA. The violation of the agreed-upon schedule by the County shall constitute a breach of this MOA and may subject the County to terms listed in section eleven (11). The Town retains the right to override the schedule due to an emergency or other events outside of the Town's control.

3. **Exclusive use**: The County shall only have exclusive use to the offices on the first floor. Additional spaces utilized by the County are shared and the Town retains the right to utilize shared spaces based on Town needs.

4. **Access Control**: The Town will grant access to all exclusive and shared use areas as indicated on the attached floor plans. Access will also be granted to areas designated as shelter in place or other emergency areas. Any requests outside of these areas will be evaluated and shall be submitted to the Town at least 5 business days prior to access needed. The County shall supply a list of all approved employees who may have access to the exclusive and shared areas. The Town will grant access to all Sheriff's Office and Fire Rescue System personnel on request. Any Sheriff's Office or Fire Rescue System request shall be processed through the Sheriff or Fire Chief, respectively.

5. **Priority Use**: The Town shall retain priority use rights to the shared space within 21 Main Street at any time. Priority use refers to the right of the Town and/or third parties with the Town's permission to occupy or utilize the designated areas/amenities/facilities before or to the exclusion of other users, subject to any limitations outlined in this MOA. The Town will provide advanced notice of such priority use when it would conflict with a date on the County's schedule.

6. **Maintenance and Repair**: The Town shall be responsible for all routine maintenance and repair of the Property. The County shall be responsible for the maintenance and repair of any damage to the Property caused by its use of the spaces. The County shall not perform any interior or exterior modifications, improvements, alterations, sign installations, or changes without prior written approval from the Town. This shall include drilling, screwing, hammering, or fastening any object to the trim, walls, or wall coverings without written approval from the Town. Any signage requests must be discussed and approved by the Town prior to any proposed installation.

7. **Shared Facility Space**:

    a. The County shall:
        i. Ensure that all shared space is vacated, cleaned, and ready for Town usage by the end of the scheduled use. This shall include ensuring all shared facility assets are returned to their assigned locations and the space has been returned to the condition it was received in.
        ii. Have access and use of office space, "chambers" meeting space on the main floor, and the Willow Room on the third floor; will have access to meeting rooms for monthly meetings and other meetings as may be

coordinated throughout the year with Town Facilities staff.

iii. Have access to and use of the breakroom and kitchen on the first floor, and the "lounge" on the third floor during meeting times.
iv. Maintain the area as per the standards set forth within this MOA outlined by the Town Facilities Manager.
v. Use of tables and chairs for meetings is permitted and all items used must be maintained in good working order and replaced to the appropriate storage area when done.
vi. Any room used must be left in the condition of which it was found.
vii. Use of Town equipment and furniture for any reason must be left in the condition as it was found; if any damage or operational issues occur it must be documented and forwarded to Town Staff immediately for repair and to identify responsibility for repairs.
viii. Any equipment, furniture, or other items damaged by County use will be paid for by the County.

b. The Town shall:
   i. Provide the office and storage space as outlined in this MOA.
   ii. Provide locked storage space for County I.T. technology and A/V equipment
   iii. Provide access to the building as outlined in this MOA.
   iv. Commit to developing and maintaining a working relationship with the County and the County Economic Development Staff.
   v. Provide such non-monetary support as it deems beneficial to the County from time to time.
   vi. Provide regular feedback to the County and County Economic Development on the performance and progress of this MOA through quarterly meetings with a member of staff.
   vii. Provide network infrastructure in the form of fiber and copper cabling to support County installed network, computer and A/V equipment. If cabling is needed it will be installed by the County and maintained by the County.

8. Shared Facility Assets:

A. **Assets:** The Town will allow the County to utilize all common area tables and chairs. In addition, the Town will allow access and use of overflow chairs located in the basement storage area.
B. **Operation**: The County shall ensure that staff setting up the assets are adequately trained. This includes familiarity with the asset's functionality and adherence to any manufacturer's guidelines provided by the Town.
C. Asset Damage: In the event of asset damage, the County must notify the Town as soon as possible. This notification should include documentation of the damaged assets, the assumed cause (e.g., damage, intentional or not; normal wear and tear, etc.), and any immediate actions taken.

9. **Audiovisual (AV) Systems**
    a. **Design and Configuration**: The design and configuration of the AV systems within the shared spaces shall be handled exclusively by the Town. The County's operation of AV equipment shall be limited to actions necessary to produce a meeting. Any requests for backend changes, upgrades, or other modifications must be communicated to the Town for consideration.
    b. **Operation**: The County shall ensure that staff operating the AV equipment are adequately trained. This includes familiarity with the equipment's functionality and adherence to any operational guidelines provided by the Town.
    c. **Equipment Failure**: In the event of equipment failure, the County must notify the Town as soon as possible. This notification should include documentation of the faulty equipment, the assumed cause (e.g., damage, intentional or not; regular equipment failure, etc.), and any immediate actions taken.
    d. **Vendor Communication**: The Town will communicate any anticipated system downtime or configuration changes that may impact County operations. The Town will also coordinate with its vendors for troubleshooting, configuration, or upgrades that are beyond the typical responsibilities of the Town's AV Specialist. The County shall not permit any third parties to access the AV systems for these purposes or any other without the express written consent of the Town representatives.

10. **Insurance**: The County shall maintain general liability insurance and property insurance in amounts satisfactory to the Town, naming the Town as an additional insured party.

11. **Term and Termination**: This MOA shall have an initial term of one year, commencing on the date of execution. This MOA may be renewed for additional terms upon the mutual agreement of the parties. This MOA may be terminated by either party upon 60 calendar days' written notice to the other party. The Town may terminate this MOA immediately upon the County's breach of any of its obligations hereunder. Any modifications that are made, with prior approval from the Town, shall be returned to their original condition as noted in the pre-inspection process.

12. **Indemnification**: Only to the extent permissible under Virginia law, the County agrees to indemnify and hold harmless the Town from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees if awarded by a Court of competent jurisdiction) arising out of or related to the County's use of the Property.

13. **Entire Agreement**: This MOA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

14. **Governing Law**: This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. **Notices:** Notices required hereunder shall be valid upon receipt when delivered by hand or by First Class US Mail, certified, return receipt requested, addressed as follows:

If to Town:

Frank Cassidy, Town Manager

21 Main Street

Warrenton, Virginia 20186

If to County:

Janelle J. Downes, County Administrator

10 Hotel Street

Warrenton, Virginia 20186

IN WITNESS WHEREOF, the Parties have made and executed this Agreement to be effective, as of the day and year first above written.

APPROVED AS TO
FORM AND
LEGALITY:

Martin R. Crim
Town Attorney

TOWN OF WARRENTON, VIRGINIA, a Virginia municipal corporation.

By:
Town Manager

By:
Mayor

Approved as to form:

County Attorney

Fauquier County Administrator

By:
County Administrator

**MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN OF WARRENTON AND
FAUQUIER COUNTY**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of the _____ day of _____, 2026, by and between the Town of Warrenton, Virginia (the "Town"), and Fauquier County, Virginia (the "County"). The Town and County may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Town owns the property located at 21 Main Street, Warrenton, Virginia, commonly known as Town Hall (the "Property");

WHEREAS, the Town and County are political subdivisions of the Commonwealth of Virginia authorized to cooperate in the provision of governmental services and the use of public facilities pursuant to applicable Virginia law, including Virginia Code §§ 15.2-1300 and 15.2-1800; and

WHEREAS, the Parties desire to continue a mutually beneficial arrangement under which the County may use portions of the Property for County offices, public meetings, and related governmental purposes while the Property remains Town Hall and under the Town's ownership and control; and

WHEREAS, the Parties intend for this MOA to establish the principal terms of their arrangement while authorizing Town and County staff to coordinate the day-to-day operational details of shared use.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose and Authorized Use

The Town authorizes the County to use designated portions of the Property for County governmental purposes, including office space for County Economic Development staff and space for meetings of the Board of Supervisors, Planning Commission, and other County boards, commissions, staff, or public functions as mutually coordinated. The County shall use the Property only for lawful governmental purposes consistent with this MOA.

2. Designated and Shared Spaces

The County shall have exclusive use of the first-floor office space designated by the Town in a written floor plan or room list approved by the Town and provided to the County before the County takes exclusive occupancy; that designation shall identify the offices subject to exclusive

use. Meeting rooms, common areas, kitchen and break areas, lounges, storage areas, and other spaces made available to the County shall remain shared spaces. The Town retains ownership and control of the Property and priority use of all shared spaces, except that – subject to Section 3 below – the County shall have priority use of (i) the meeting spaces on the ground floor and third floor (Willow Room and adjacent break area) of the Property on the second Thursday of each month, and (ii) the meeting space on the ground floor of the Property on the third Thursday of each month, both from 8:00 am until the conclusion of the associated public meetings. Exhibit A outlines the areas contemplated for use by the County, and Town and County staff may maintain floor plans or other administrative documents clarifying the spaces available for County use without amending this MOA, provided such documents do not materially change the rights and obligations established herein.

3. Scheduling, Access, and Coordination

Town and County staff shall coordinate the County's use of shared spaces, building access, security, scheduling, and related operational matters. The County will provide the Town with reasonable advance notice of recurring and special meeting needs, and the Parties will work cooperatively to avoid scheduling conflicts. The Town may modify or preempt scheduled use when reasonably necessary for Town operations, emergencies, building conditions, or other circumstances outside the Town's control, with as much advance notice to the County as practicable.

4. Facility Operations and Care

The Town shall remain responsible for ordinary building operations, routine maintenance, and repair of the Property. The County shall use the Property and Town-owned furniture, equipment, and other assets with reasonable care; leave shared spaces in substantially the condition received; promptly report damage or operational issues; and be responsible for the reasonable cost of repairing damage caused by the County, its employees, agents, contractors, or invitees, excluding ordinary wear and tear.

5. Alterations, Technology, and Vendor Work

No physical alteration, installation, signage, cabling, network connection, audiovisual modification, electrical work, wall penetration, or other change to the Property may be made without the Town's prior written approval. The Parties' staff shall coordinate the design, installation, operation, security, maintenance, and vendor access associated with County technology and audiovisual needs. Any approved work shall comply with applicable law and Town safety, facilities, information technology, environmental, and security requirements. Unless otherwise agreed in writing by the Parties' designated staff, the County shall be responsible for the cost and management of equipment or improvements installed primarily for County use.

6. Operational Procedures

The Town Manager and County Administrator, or their respective designees, are authorized to develop and revise written administrative procedures necessary to implement this MOA, including procedures concerning schedules, access credentials, room setup, storage, furniture, audiovisual systems, information technology, guest Wi-Fi, vendor access, emergency

procedures, and points of contact. Such procedures are intended to address operational details and may be modified by mutual staff agreement without formal amendment of this MOA, provided they do not materially alter the principal rights, financial obligations, term, or liability provisions of this MOA.

7. Costs and Support

Except as otherwise expressly provided in this MOA or agreed in writing by authorized representatives of the Parties, each Party shall bear its own costs associated with its activities under this MOA. The Town may provide reasonable non-monetary support and existing building infrastructure for County use as available and as determined appropriate by the Town.

8. Insurance

The County shall maintain general liability insurance, or equivalent governmental risk coverage, in amounts reasonably satisfactory to the Town and, to the extent applicable and legally permissible, shall name the Town as an additional insured.

9. Term and Termination

This MOA shall have an initial term of three (3) years beginning on the date of execution and will automatically renew for additional one-year terms unless notice of intent not to renew is provided at least 60 days in advance of such renewal by either Party. Either Party may terminate this MOA upon sixty (60) calendar days' written notice to the other Party. The Town may terminate or suspend County use immediately in the event of a material breach, emergency, unsafe condition, or circumstance requiring immediate action to protect the Property or public safety. Upon expiration or termination, the County shall remove its property and, unless otherwise agreed by the Town, restore approved modifications made for County use to substantially their prior condition, reasonable wear and tear excepted.

10. Indemnification

Only to the extent permissible under Virginia law, the County agrees to indemnify and hold harmless the Town from and against claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees if awarded by a court of competent jurisdiction (collectively, "Damages"), arising out of or related to the County's use of the Property. Notwithstanding the foregoing, with respect to Damages to the Property, the County's obligation under this paragraph shall be limited to any Damages not covered by insurance.

11. Compliance with Law

Each Party shall perform its obligations under this MOA in accordance with applicable federal, state, and local laws and regulations. Nothing in this MOA shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either Party under Virginia law.

12. Amendment

This MOA may be amended only by a written instrument executed by authorized representatives of both Parties, except for administrative and operational procedures that may be established or revised under Section 6.

13. Entire Agreement

This MOA constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes prior or contemporaneous agreements, representations, and understandings concerning the same subject matter.

14. Governing Law

This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This MOA shall not become effective until it has been approved by the governing bodies of the Parties as required by applicable law and executed by their authorized representatives. The Town Manager and County Administrator are authorized to execute this Agreement and to administer its provisions on behalf of their respective localities.

15. Notices

Formal notices required under this MOA shall be valid upon receipt when delivered by hand or by First Class U.S. Mail, certified, return receipt requested, to the following addresses, or to such other address as a Party may designate in writing:

If to the Town:	If to the County:
Judson J. Rex, Town Manager 21 Main Street Warrenton, Virginia 20186	Janelle J. Downes, County Administrator 29 Ashby Street, 4th flr Warrenton, Virginia 20186

IN WITNESS WHEREOF, the Parties have executed this MOA to be effective as of the date first written above.

TOWN OF WARRENTON, VIRGINIA	FAUQUIER COUNTY, VIRGINIA
By: _____	By: _____
Town Manager	County Administrator
Date: _____	Date: _____
Approved as to form:	Approved as to form:
_____	_____
Town Attorney	County Attorney

EXHIBIT A – FLOOR PLAN

TOWN HALL



FIRST FLOOR

TOWN OF WARRENTON
21 MAIN STREET
WARRENTON VIRGINIA 20186
DATE: 08-2-2020
A2

TOWN HALL



THIRD FLOOR

TOWN OF WARRENTON
21 MAIN STREET
WARRENTON, VIRGINIA 20186
DATE:
08-12-2020
A4

Office of the Town Manager
Judson Rex

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

Council Meeting Date:	November 10, 2026
Agenda Title:	Amendments to the Town's Comprehensive Fiscal Policies: CIP Contingency and Budget Adoption Schedule
Requested Action:	Consider adoption of the proposed policy amendments
Department / Agency Lead:	Finance and Procurement Department
Staff Lead:	Stephanie Miller, Director

EXECUTIVE SUMMARY

The Finance Committee and Town Council has reviewed two proposed amendments to the Town's Comprehensive Fiscal Policies and recommends their adoption. The proposed amendments are an addition to the Capital Improvement Program policy that governs the use of capital contingency and an amendment to the Budget and Expenditure Control policy to specify a date for budget adoption.

BACKGROUND

A summary of the recommended policy amendments is provided below. A marked-up version of the Comprehensive Fiscal Policies showing the proposed changes is also attached.

Capital Improvement Program Contingency

The proposed addition will be inserted as III.F. into the existing Capital Improvement Plan policy. The proposed policy places the following parameters around the use of budgeted capital project contingency, including:

- **Separation from project budgets.** Contingency funds must remain separate from individual project budgets and may not increase a project's authorized spending.
- **Restricted uses.** Without specific Council approval, contingency funds may not be used to initiate a new project, expand an approved project's scope, or change CIP priorities.
- **Town Manager approval authority.** For each project, the Town Manager's administrative approval limit is the lowest of the following:
    - The applicable fund-specific limit: $50,000 for General Fund capital projects, $100,000 for Water and Sewer capital projects, or $50,000 for Stormwater capital projects;
    - Ten percent (10%) of the project's total CIP budget; or
    - Twenty-five percent (25%) of the applicable fund's originally adopted annual contingency appropriation.

- **Council approval requirements.** Council approval is required for any transfer that exceeds the administrative limit or would expand a project's scope, initiate a new project, accelerate a future-year project, or materially change a project's original purpose.
- **Notice to Council.** Within five business days after granting administrative approval, the Town Manager must provide written notice to the Town Council.

Date for Adoption of the Annual Budget

Paragraph **III.A.viii. Time for preparation and approval of the budget**. This paragraph will be changed as noted below to require adoption of the budget at the May Council meeting. This aligns with the Town Code requirement to adopt calendar year tax rates by May 14th.

viii. Time for preparation and approval of budget - As required by Code of Virginia §15.2-2503, the Town Manager shall submit the proposed budget on or before the first day of April each year. The Town Council shall approve the budget no later than ~~the date on which the fiscal year begins~~May 14th. Tax rates for the calendar year must also be adopted no later than May 14th, as provided for in Town Code.

STAFF RECOMMENDATION

Staff recommend that Council adopt the proposed policy amendments.

Service Level/Collaborative Impact

None

Policy Direction/Warrenton Plan 2040

The policy amendments further enhance transparency in the annual budget process.

Fiscal Considerations

There is no cost associated with the proposed amendments.

Legal Considerations

The proposed budget policy amendment is within the dates set forth in the Code of Virginia.

ATTACHMENTS

1. A Resolution to Amend the Comprehensive Fiscal Policies to Incorporate a Capital Improvement Program Contingency Policy and to Prescribe a Date for the Adoption of the Annual Budget

2. Capital Improvement Program Contingency Policy
3. Town of Warrenton Comprehensive Fiscal Policies, marked up to reflect proposed amendments

Capital Improvement Program Contingency — Draft Policy

(insert as III F into Capital Improvement Plan Policy within Fiscal Policies)

Capital contingency

As part of the annual capital budget, the Town shall generally establish a capital contingency equal to ten percent (10%) of the Town-funded share of capital projects within each applicable capital fund. Capital contingency shall be separately identified from individual project budgets and shall not be considered additional spending authority for any individual capital project.

Purpose and permitted use

Capital contingency funds are established to address unforeseen conditions, unavoidable cost increases, and other necessary expenditures associated with completing projects previously approved by the Town Council as part of the Capital Improvement Program (CIP).

Contingency funds shall not be used to establish new projects, expand the approved scope of existing projects, or change the priorities established through the Capital Improvement Program except upon specific approval of the Town Council.

Administrative authority

The Town Manager may approve transfers from capital contingency to an existing Council-approved capital project for expenditures necessary to accomplish the project's approved scope and purpose, subject to Finance Department review and the following limitations:

The maximum amount that may be administratively approved for any individual project shall be the lessor of:

1. The applicable fund-specific limit of $50,000 for General Fund capital projects, $100,000 for Water and Sewer capital projects, or $50,000 for Stormwater capital projects;
2. Ten percent (10%) of the project's total CIP budget; or
3. Twenty-five percent (25%) of the applicable fund's originally adopted annual contingency appropriation.

Capital Fund	Fund-Specific Limit	Project Budget Limit	Annual Contingency Limit	Administrative Authority
General Fund	$50,000	10% of total CIP project budget	25% of annual General Fund contingency	Lesser of the three
Water & Sewer	$100,000	10% of total CIP project budget	25% of annual Water & Sewer contingency	Lesser of the three
Stormwater	$50,000	10% of total CIP project budget	25% of annual Stormwater contingency	Lesser of the three

All transfers to the same project shall be aggregated for purposes of determining the applicable administrative approval limit.

Example: A General Fund capital project has a total CIP budget of $300,000, and the originally adopted annual General Fund capital contingency is $120,000. The applicable limits would be $50,000 (fund-specific limit), $30,000 (10% of the project budget), and $30,000 (25% of the annual contingency). The Town Manager's administrative authority for the project would therefore be $30,000, the lesser of the three amounts. Any contingency transfer that would cause cumulative transfers to the project to exceed $30,000 would require Town Council approval.

Town Council approval

Prior Town Council approval shall be required for any contingency transfer exceeding the administrative limits established above.

Council approval shall also be required, regardless of amount, for any proposed expansion of project scope, initiation of a new project, acceleration of a future-year project, or material change to the original project purpose.

Requests shall not be divided or structured to circumvent the approval thresholds.

Emergency or Operational Urgency

Notwithstanding the foregoing, when an emergency or operational urgency requires the use of capital contingency above the Town Manager's administrative authority and action cannot reasonably be delayed until the next regularly scheduled Town Council meeting, the Town Manager may authorize the necessary use of contingency. The Town

Manager shall promptly notify the Mayor and Town Council of the action and the circumstances necessitating it. Any such use shall be presented to Town Council for ratification at its next regularly scheduled meeting. This authority shall not be used to circumvent Council approval of a material change in project scope or a new capital project.

Notification and reporting

The Town Manager shall provide written notification to the Town Council within five business days of approving any administrative contingency transfer.

The notification shall include the project name, amount transferred, justification, original and revised project budgets, cumulative contingency allocated to the project, and remaining contingency balance.

Annual disposition

Unused capital contingency shall not automatically carry forward to the following fiscal year. Any proposed carry-forward of unused capital contingency shall require specific Town Council authorization as part of the following year's CIP and capital budget. This provision shall apply notwithstanding the general administrative authority to carry forward available balances of Council-approved capital projects.

Relationship to other policies

Transfers from capital contingency shall be administered in accordance with this section and the Town's Budget and Expenditure Control Policy. Where the requirements of this section are more restrictive, the requirements of this section shall govern. All contingency transfers remain subject to applicable procurement, appropriation, funding-source, and contract requirements.

EXPERIENCE WARRENTON VIRGINIA EST. 1810

AMENDMENTS TO COMPREHENSIVE FISCAL POLICIES

Town Council Regular Meeting
November 10th, 2026

Capital Improvement Program Policy

- Adopted July 1, 2024
- Provides guidance concerning the identification, planning, and selection of infrastructure improvements.
- Assists in long-term financial planning by drafting a funding strategy to pay for the improvements
- Provides guidance regarding asset maintenance and replacement
- Provides for administrative carry-forward of capital projects

Capital Contingency

- Proposed as an addition to the Capital Improvement Program policy
- Provides for administrative approval of the use of contingency subject to the limits below

FUND	FUND-SPECIFIC LIMIT	PROJECT BUDGET LIMIT	ANNUAL CONTINGENCY LIMIT	ADMINISTRATIVE AUTHORITY
GENERAL FUND	$ 50,000	10% of total CIP project budget	25% of annual General Fund contingency	Lesser of the three limits
WATER & SEWER	$ 100,000	10% of total CIP project budget	25% of annual Water & Sewer contingency	Lesser of the three limits
STORMWATER	$ 50,000	10% of total CIP project budget	25% of annual Stormwater contingency	Lesser of the three limits

Capital Contingency

Council approval required for

- Any use of contingency above the administrative limits requires prior council approval
- Proposed expansion of project scope
- Initiation of a new project
- Acceleration of a future year project
- Material change to the original project purpose

Emergency approval

- Town Manager must notify the Council of the action and the circumstances
- Must be presented for ratification at the next regularly scheduled meeting

Capital Contingency

Notification and reporting

- Town Manager shall provide written notification to Council within 5 business days of any administrative approval to include:
  - Project name
  - Amount transferred
  - Justification
  - Original and revised project budgets
  - Cumulative contingency allocated to the project
  - Remaining contingency balance

Annual disposition

- Unused contingency shall not automatically carry forward to the next fiscal year

Budget and Expenditure Control Policy

- Adopted September 14, 2021; last revised July 1, 2025
- Updated to require adoption of the budget no later than May 14th
- Aligns with the Town Code requirement to adopt calendar year tax rates no later than May 14th each year

EXPERIENCE WARRENTON VIRGINIA EST. 1810

AMENDMENTS TO COMPREHENSIVE FISCAL POLICIES

Town Council Regular Meeting
November 10th, 2026

COMPREHENSIVE FISCAL POLICIES

Adopted by Town Council
September 14, 2021

INTRODUCTION

This document is a compilation of the approved fiscal policies of the Town of Warrenton as of the date on the cover. A comprehensive set of fiscal policies serves the Town and its citizens by ensuring compliance with applicable laws and regulations, providing straightforward guidance to assist in safeguarding and properly accounting for public funds and other assets, and assuring that sufficient funds are available to meet the needs of its citizens.

The Town will endeavor to review these policies on an annual basis in conjunction with the budget process.

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Policy Title: Budget and Expenditure Control
Effective Date: September 14, 2021
Revised: July 1, 2025

I. PURPOSE

Governmental budgets serve as annual fiscal plans to allocate scarce resources in support of the government's programs and services and in accordance with the governing body's identified priorities. This policy establishes guidelines for 1) the creation of a balanced annual budget; 2) how adjustments are made to the budget during the fiscal year; and 3) what controls will be used throughout the fiscal year to ensure that expenditures do not exceed appropriations.

II. SCOPE

This policy applies to all Town departments.

III. POLICY

A. Budget Creation

i. Basis of Budgeting – The annual budget spanning the fiscal year (July 1 – June 30) is prepared on a basis consistent with generally accepted accounting principles. For proprietary funds, depreciation expense is not budgeted, but is recorded and reported for financial purposes.

ii. Balanced Budget – The Town Manager will consider conservative revenue projections, departmental expenditure requests, capital projects and staffing requests in the formulation of a balanced budget. The goal is to balance expenditures with current revenue. Fund balance may be used to balance the budget but should be used as outlined in the Town's Fund Balance Policy.

iii. Principals for Budgeting – The Town Manager will prioritize funding liabilities owed by the Town as well as expenses associated with maintaining existing services. The Town Manager will examine prior spending patterns in the development of the budget.

iv. Revenue Projections – Revenue will be conservatively estimated and consider several factors, including historical trends, economic

conditions and outlook, impending changes in legislation, and any notifications of changes in funding received from State and Federal sources.

v. Departmental Expenditure Requests – Each department must submit their requested budget for the next fiscal year to the Finance Department by December 31st. The request should provide line-item estimates and a detailed narrative supporting the amount requested. Justification must be provided for any additional staff requests and capital outlay.

vi. Capital Improvement Plan (CIP) – The CIP is the Town's six-year capital planning document. The CIP is reviewed by the Planning Commission as needed to ensure compliance with the Town's Comprehensive Plan. The Planning Commission then provides its recommendations to the Town Council.

vii. Strategic Planning – The budget process will be coordinated to identify major policy issues for the Town Council. The budget process will be a part of an overall strategic planning process for the Town.

viii. Time for preparation and approval of budget - As required by Code of Virginia §15.2-2503, the Town Manager shall submit the proposed budget on or before the first day of April each year. The Town Council shall approve the budget no later than May 14th. Tax rates for the calendar year must also be adopted no later than May 14th, as provided for in Town Code.

B. Personnel
   i. The creation of any new position requires Town Council approval since it represents an on-going commitment of funds.
   ii. The Finance Department shall maintain one master list of all approved positions, without regard to whether there is an incumbent or not.
   iii. Filled positions are budgeted at the incumbent's actual salary, vacant positions are budgeted at the midpoint for the position based on the adopted pay scale.
   iv. If a cost-of-living adjustment (COLA) is adopted in a particular budget year, the adopted pay scale shall also be adjusted by this amount to capture the impact of inflation on the pay scale.

C. Budget Adjustment

During the fiscal year, conditions may arise that necessitate changes to the adopted budget. This may take the form of a transfer or a supplemental appropriation. The authorizations required for each are listed below:

i. Supplemental Appropriation – A supplemental appropriation increases or decreases the overall budget appropriation. Funding sources may include grants, unanticipated revenues, inter-fund transfers or the use of Fund Balance.

a. The Town Manager is delegated authority to approve supplemental appropriations for the following:
   - Insurance recoveries less than $50,000;
   - Other cost recoveries less than $50,000;
   - Grants requiring no local match less than $50,000; and
   - Donations or sponsorships less than $50,000.

b. All supplemental appropriations other than those outlined in paragraph a. must be approved by the Town Council.

c. Code of Virginia §15.2-2507 requires that the Town Council hold a public hearing when a supplemental appropriation exceeds 1% of the total budget.

ii. Transfers – A transfer involves the movement of a budgetary appropriation within a department or between departments, provided that the transfer does not increase or decrease the budgeted appropriation at the fund level.

a. All transfers are to be reviewed by the Finance Department and approved by the Town Manager.

b. Transferring appropriations between personnel and non-personnel categories is discouraged and will be allowed on an exception basis only.

c. Transfers between funds increase or decrease the total appropriation at the fund level, and as such, require Town Council approval. For purposes of this policy, each fund that is separately identified in the budget and the appropriations resolution, is a distinct fund.

D. Expenditure Control

i. In accordance with the Town's Purchasing Policy, encumbrances are employed as a measure to avoid overspending a department's budget. The Finance Department will verify that funds are available in each line item prior to the issuance of purchase orders. Finance will notify the department head if a budget transfer is necessary.

ii. The Finance Department will provide monthly revenue and expenditure reports to department heads. It is the responsibility of the department head to monitor their department's spending to ensure that adequate funding remains for planned expenditures.

iii. All invoices for goods and/or services should be reviewed for accuracy, approved by the receiving department, and forwarded to the Finance Department to ensure payment in a timely manner, as prescribed by Code of Virginia §2.2-4350. This also serves to provide accurate and timely financial information which is recorded in the system for the monthly reports.

Policy Title: Fund Balance Policy
Original Adoption: August 9, 2016
Revised: July 1, 2026

I. PURPOSE

The purpose of this policy is to establish minimum fund balance levels for the Town's governmental funds, to establish the conditions for the use and replenishment of those funds, and to identify the different classifications for reporting fund balance. Fund balance is the net position of a governmental fund (the difference between assets, liabilities, deferred outflows of resources, and deferred inflows of resources).

II. SCOPE

This policy applies to all governmental funds of the Town.

III. POLICY

It is the policy of the Town of Warrenton that the Town's governmental funds shall be operated in a manner consistent with sound financial management principles. An adequate fund balance level is an essential element in both short-term and long-term financial planning. It serves to mitigate current and future risks, sustain operations during economic downturns, provides cash flow liquidity for the Town's general operations, and enhances creditworthiness. While maintenance of an adequate level is necessary, it is important that the amount established be appropriate considering the Town's operations.

A. Fund Balance Classifications

Governmental fund balances shall be reported in the following classifications, as set forth in Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*:

Classification	Definition	Examples
Nonspendable	Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact	• Inventories • Prepaid items • Long-term receivables
Restricted	That portion of fund balance upon which constraints are placed on the use of resources (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation	• Debt covenants • Revenues restricted by enabling legislation • Grants
Committed	Used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority	Amounts that the Town Council sets aside by resolution
Assigned	Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed	Authority delegated to the Town Manager
Unassigned	Unassigned fund balance is the residual classification for the General Fund. This accounts for the balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. All other governmental funds would report deficit unassigned fund balance.	

B. Minimum Level of General Fund Balance

The Town of Warrenton will maintain a minimum unassigned fund balance in the General Fund equal to 50% of the current annual operating expenditure budget of the General Fund. For purposes of this calculation, this shall be based on the annual adopted budget figures. Fund balance may be maintained at a level higher than this minimum to save for large, planned expenditures (i.e., capital projects), emergencies, cash flow issues related to timing of revenue receipts, and to address economic volatility. Amounts above this minimum may be further identified by Council to be set aside for other purposes (such as capital projects or reserves for contingencies) as further detailed herein. The purpose of establishing a minimum fund balance is to maintain a prudent level of financial resources to protect against the need to either reduce service levels or raise taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures.

C. Order of Resource Use for the General Fund

In general, restricted funds are used first when expenditure is incurred for which both restricted and unrestricted fund balance is available. In addition, for unrestricted fund balance, the order of used of fund balance shall generally be: 1) committed, 2) assigned, and 3) unassigned.

D. Use of Year-end Operating Surplus

At the end of each fiscal year, all general fund revenues in excess of expenditures, as measured in the Town's annual audited financial statement, will first be allocated according to a waterfall mechanism as follows:

1. Annual surplus revenues will be allocated to the Unassigned Fund Balance until the 50% minimum policy target is met.

2. If the 50% Unassigned Fund Balance minimum policy is met, the remaining annual surplus funds will be allocated as follows:

    a. Budget Stabilization Fund: 50% of the annual surplus shall be dedicated to a Budget Stabilization Fund until such fund reaches a level equal to 10% of current annual operating expenditure budget of the General Fund or $1 million, whichever is less. Once this policy has been met no additional contributions to the Budget Stabilization Fund are required although Town Council may

elect to make contributions to the Budget Stabilization above the minimum levels.

b. Capital Fund: At least 50% of the annual surplus shall be dedicated to a Capital Fund. There is no prescribed maximum funding Amount for the Capital Fund. To the extent that both the Unassigned Fund Balance and Budget Stabilization Fund policy targets are met the Town may allocate up to 100% of the annual surplus to the Capital Fund.

c. Additional Surplus for One-Time Priorities or Long-Term Liabilities: To the extent that both the Unassigned Fund Balance and Budget Stabilization minimum policy levels are met the Town may elect to utilize additional annual surplus dollars for purposes including: additional contributions to the Unassigned Fund Balance; additional contributions to the Budget Stabilization Fund; priorities of the Town that are one-time in nature; debt paydown; reduction or pre-funding of other long-term liabilities; or, other non-recurring purposes of the Town.

E. Replenishment of General Fund Minimum Fund Balance

Should the minimum balance (assigned and unassigned fund balance as a percentage of total budgeted expenditures) fall below the 50% requirements for the General Fund, the Town Council shall approve and adopt a plan to restore this balance to the target level within the next three fiscal year's budget.

F. Use of General Fund Balance

1. Unassigned Fund Balance

The general fund unassigned fund balance shall be drawn upon only as absolutely necessary after the other general fund reserves have been exhausted and any use thereof shall be upon the approval of Town Council and limited to:

a. One-time capital expenditures.
b. Offsetting economic volatility.
c. Non-recurring expenditures.
d. Providing liquidity in emergency situations.

2. Budget Stabilization Fund

   Withdrawals from the Budget Stabilization Fund can only be considered if there is an unexpected General Fund revenue decline or expenditure increase during the current fiscal year. The Town will not utilize funds from the Budget Stabilization Fund in the development or adoption of the operating budget.

3. Capital Fund

   Balances in the Capital Reserve Fund are available for pay-as-you-go funding of capital projects and other non-recurring capital related expenditures including debt payoff/paydown or economic development opportunities.

I. PURPOSE

The purpose of this policy is to establish minimum cash balance levels for the Town's Water and Sewer Operating Fund.

II. SCOPE

This policy applies to the Water and Sewer Operating Fund.

III. POLICY

It is the policy of the Town of Warrenton that the Town's Water and Sewer Operating Fund shall be operated in a manner consistent with sound financial management principles. Adequate cash reserves are an essential element in both short-term and long-term financial planning. It serves to mitigate current and future risks, sustain operations during economic downturns, provide cash flow liquidity for enterprise operations, and enhance creditworthiness. While maintenance of an adequate level is necessary, it is important that the amount established be appropriate considering the enterprise's operations.

A. Minimum Level of Cash Reserves

The Town of Warrenton will maintain minimum unrestricted cash balances in the Water and Sewer Operating Fund equal to 200 days of the fund's current annual budget. Unrestricted cash represents cash that's readily available to be spent for any purpose and has not been pledged as collateral for a debt obligation or other purpose. For this calculation, this amount shall be based on the annual adopted budget figures. Unrestricted cash may be maintained at a level higher than this minimum to save for transfer to the Water and Sewer Capital Fund for large, planned expenses (i.e., capital projects), emergencies, cash flow issues related to timing of revenue receipts, and to address economic volatility. The purpose of establishing minimum unrestricted cash balance level is to maintain a prudent level of financial resources to protect against the need to raise fees (outside of normal rate increases) due to temporary revenue shortfalls or unpredicted one-time expenses.

B. Funding the Cash Reserves

The unrestricted cash reserve is funded by any annual budget surplus in the fund and other unencumbered operating income.

C. Conditions for Use of Reserves

The unrestricted cash reserve shall be drawn upon only as necessary and any use thereof shall be upon the approval of Town Council and limited to:

1. One-time capital expenditures;
2. Offsetting economic volatility;
3. Non-recurring expenditures; and
4. Providing liquidity in emergency situations.

D. Replenishment of Minimum Unrestricted Cash Balance

Should the minimum unrestricted cash balance fall below the 200 days of operating expenses requirement for the Water and Sewer Operating Fund, the Town Council shall approve and adopt a plan to restore this balance to the target level within the next three fiscal years' budgets.



Policy Title: Purchasing Policy
Effective Date: September 2, 2015

I. PURPOSE

The purpose of this policy is to provide a manageable and efficient set of guidelines for purchasing goods and services for the Town, while ensuring competition and complying with requirements set forth in the Virginia Public Procurement Act.

II. SCOPE

This policy applies to all Town Departments.

III. POLICY

A. Purchasing Principles

i. Code of Conduct

No elected official or employee of the Town of Warrenton, or any member of his or her immediate family shall have any pecuniary interest, either directly or indirectly, in any contract, purchase or purchase order for any supplies, materials, equipment or contractual services used by or furnished to the Town. Nor shall such officials or employees accept or receive, directly or indirectly, from any persons or firms to which any contract or purchase order may be awarded, or from whom or which any purchase is made, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation for future reward or compensation. Violation by a supplier shall result in disbarment from future Town purchasing activities.

Proprietary information from competing vendors shall not be disclosed to the public or to competitors.

ii. ETHICS IN PUBLIC PROCUREMENT

For clarification, refer to the *Code of Virginia*, Chapter 7, Virginia Public Procurement Act, Article 4, Ethics in Public Contracting. Compliance with this section of the Act is mandatory for the Town of Warrenton.

iii. QUALITY VS. QUANTITY

Quality means suitability. It does not necessarily have to be the best or highest quality, but rather the correct quality for the purpose intended. Quality is not measured by price only. It may be determined by analysis, physical test, measurements, and performance. To secure proper quality, specifications must be developed in cooperation with the using department so that the vendor understands exactly what is desired.

iv. COMPETITION

All purchasing transactions, regardless of whether by formal advertising or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition and which avoids placing unreasonable requirements on qualified vendors. To ensure objective vendor performance and eliminate unfair competitive advantage, a vendor who or which develops or drafts specifications or a request for proposal for a particular purchase may be excluded from competing and supplying that item or service.

v. SPECIFICATIONS

Solicitations of offers, whether by formal advertising or negotiations, shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be purchased. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used to define the performance or other salient requirements of a procurement.

Invitations for bids and requests for proposals shall clearly set forth all requirements which bidders must fulfill for bids and proposals to be properly evaluated. Factors to be used in evaluating bids or proposals shall be clearly stated in the solicitation to enable bidders to know how their bids or proposals will be evaluated. If a solicitation requires a listing of subcontractors or sub-item vendors, a bidder's failure to list such shall make that bid nonresponsive.

vi. DOCUMENTATION

The thorough documentation of purchasing activities requires special emphasis in public purchasing due to the nature of most transactions and of the imposition of controls to protect the public interest. Central to the Town's public purchasing regulations is the requirement that purchases more than $5,000 be supported by written documents

evidencing that all purchasing regulations have been complied with, or if not, what circumstances justified non-compliance.

vii. DELEGATION

The Town Manager may delegate the procurement of any goods or services to the Purchasing Agent or other responsible officials under the jurisdiction of the Purchasing Agent.

viii. PUBLIC ACCESS TO PROCUREMENT INFORMATION

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

d. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
e. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town Manager decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
f. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Town Manager decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
g. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
h. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or pre-qualification application submitted pursuant to subsection B of §11-46, Code of Virginia, shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials,

and must identify the data or other materials to be protected and state the reasons why protection is necessary.

ix. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED / DRUG-FREE WORKPLACE

Every contract over $10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

    i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, such notices of nondiscrimination.
    ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on

behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

x. METHODS OF PURCHASING

Purchases should be made by one of the following methods: small purchase procedures; formal advertising; competitive negotiation or noncompetitive negotiation.

xi. SMALL PURCHASE PROCEDURES

Competitive bids are not required for the purchase of materials, equipment, services, or supplies, costing in the aggregate of not more than $50,000; however, prices shall, whenever practicable, be obtained from three or more qualified vendors. Written documentation shall be maintained showing the price quotations and supporting the final amount of the purchase. This documentation may be in the form of itemized purchase orders, vouchers, bills, sales slips, memoranda or oral price quotations, written proposals, or copies of or references to catalogues or price lists.

Small purchase procedures may be used if the Town does not expect the aggregate amount of the purchase to exceed the established ceiling. The aggregate amount involved in any one transaction must include all items that should properly be grouped together. Requirements shall not be broken down into two or more transactions for the purpose of using small purchase procedures.

xii. FORMAL ADVERTISING

Bids are publicly solicited, and a firm-fixed-price order (lump sum or unit price) shall be given to the responsible bidder whose bid conforms most

closely to all the terms and conditions of the invitation for bids and is lowest in price.

xiii. COMPETITIVE NEGOTIATION

Proposals are requested from known sources of particular goods or services, excluding professional services, as defined. Negotiations are normally conducted with more than one of the sources submitting proposals and either a fixed-price or cost reimbursement agreement is concluded, as appropriate. If competitive negotiation is used, the following requirements shall apply:

Proposals, including price, shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.

When price is not the only factor, the request for proposal shall identify all significant evaluation factors.

Written or oral discussions may be conducted with all responsible offerors who submit proposals, except that the discussions should be omitted where clearly inappropriate, unnecessary, or impracticable.

The Purchasing Agent and the head of the using department shall review the proposals. Award shall be made to the most responsible offeror whose proposal will be most advantageous to the Town, price and other factors considered. All contracts shall be awarded by the Town Manager. The Purchasing Agent shall notify unsuccessful offerors promptly. Upon request, unsuccessful offerors shall be informed of the reasons for not receiving the award.

Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. The Purchasing Agent's records shall include written statements, prepared by those individuals making such decisions, citing the reasons for not using formal advertising.

xiv. NONCOMPETITIVE NEGOTIATIONS

Subject to specific approval of the Town Manager, it may be determined that the Town's interest will be best served by purchasing certain goods or services through noncompetitive negotiations. Such determination shall, after thorough investigation, be supported by one of the following conditions:

1. A good or service may be truly unique and produced or provided only by one vendor.
2. An emergency exists, in which case the emergency purchasing guidelines shall be adhered to.
3. A department may have standardized in the use of a particular material, supply or type of equipment for the purpose of economy in maintenance.
4. Purchases made in a joint or cooperative effort between the Town and other governmental bodies may be made through noncompetitive negotiation provided that said procurement is otherwise exempted from competitive requirements.
5. The following types of procurement are specifically exempt from any competitive requirements:
    a. Expert witnesses, and other services associated with litigation or regulatory proceedings
    b. An extension of the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract.

Noncompetitive negotiation may be used only when a purchase or the award of a contract is infeasible under the methods set forth above. A written statement justifying the use of noncompetitive negotiation and selection of the particular vendor shall be placed on file prior to a purchase negotiated under noncompetitive conditions.

xv. NEGOTIATION WITH LOWEST RESPONSIVE BIDDER

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the Town may negotiate with the apparent low bidder to obtain a contact price within available funds. Such negotiations may only take place if described in writing and included in the Invitation for Bid.

Policy Title: Internal Controls
Effective Date: September 14, 2021

I. PURPOSE

This policy establishes guidelines for a system of internal control to safeguard the Town's assets against loss, to promote the accuracy and reliability of its accounting data, to promote operational efficiency and to encourage adherence to rules and regulations.

II. SCOPE

This policy applies to all Town departments.

III. POLICY

System of Internal Controls – a system of internal controls is designed to provide reasonable assurance that the following have been met:

1. Safeguard Assets

   Assets include all property of the Town. Examples include buildings, equipment, accounts receivable and cash (including checks payable to the Town).

   Extreme care must be exercised in safeguarding cash and items that are easily convertible to cash, such as accounts receivable. Appropriate procedural safeguards must be in place to protect such items. Accordingly, employees who receive and deposit payments on account must not also have the ability to modify the amounts in the accounts receivable records.

   Appropriate physical safeguards must also be in place to secure assets. Cash should be locked in a secured facility to deter theft.

2. Verify the accuracy and reliability of financial data

   On a monthly basis, each department of the Town receives a detailed revenue and expenditure summary for accounts and projects under their purview. It is the responsibility of the department to review the summaries for accuracy and contact the Department of Finance to resolve any discrepancies in a timely manner.

   The reliability of information contained in the Town's general ledger is dependent upon the accurate recording of transactions. All departments are

responsible for forwarding invoices, receipts, personnel and payroll actions, travel expense reimbursements and any other type of financial transaction to the Department of Finance in a timely manner to ensure these transactions are recorded in the system.

The following financial information is provided to the full Council each month.

- Financial statements, including:
  - Cash and investment balances
  - Budget to actual reports for all funds
- Staff report, including:
  - Revenue trends
  - Delinquent account balances
  - Review of financial statements
- Bills paid report listing all payees and description of purchase for all payments greater than $5,000

The reports are provided for the month prior to the preceding month (e.g. – the financial reports for February are provided at the April Council meeting).

3. Safeguard personal financial information

   The Town will take all reasonable measure to safeguard protected personally identifiable information and any other information identified as a result of a federal award as sensitive. In addition, the Town will observe all state and local laws regarding privacy and confidentiality.

   The Town adheres to all Commonwealth of Virginia laws restricting the disclosure of confidential tax return information.

4. Promote operational efficiency

   Operational efficiency is conditioned upon a proper organizational plan coupled with sufficient training of employees. Organizational plans must be designed to ensure proper segregation of duties such that no one employee controls all phases of a transaction. The Town commits to maintaining an effective organizational structure. It is the responsibility of each department to ensure adequate training based on the specific requirements of each position.

5. Compliance with all applicable laws and regulations

   It is the policy of the Town to comply with all applicable laws, regulations, conditions of grants, debt covenants, and all other types of external restrictions that may be a condition of funding, provided that the Town Council acknowledged and accepted such conditions or restrictions.



Policy Title: Capital Assets
Effective Date: September 14, 2021
Revised: July 1, 2024

I. PURPOSE

The purpose of this policy is to provide general guidance for the proper recording and financial reporting of capital assets. The Town's capital assets primarily take the form of infrastructure, buildings and improvements, vehicles, and equipment. Investment in these assets assists the government in providing for the quality of life of its citizenry, promotes economic development, and bolsters the credit worthiness of the Town.

II. SCOPE

This policy applies to all Town of Warrenton departments.

III. DEFINITIONS

Amortization – The systematic allocation of the cost of an intangible asset over its useful life

Capital Asset – Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and have initial useful lives extending beyond a single reporting period.

Capital Outlay – The acquisition of tangible personal property items including, but not limited to, furniture, equipment, and vehicles that meet the definition of a capital asset.

Capital Project – The acquisition or construction of major capital equipment or facilities that are typically accounted for in a separate capital project fund.

Capitalization Threshold – The dollar value at which the government elects to capitalize tangible or intangible assets.

Capitalized Costs – The cost of an asset and any other expenditures necessary to place the asset into service.

Depreciation – The systematic allocation of the initial acquisition cost of a tangible asset over its useful life.

Impairment – A significant, unexpected decline in the service utility of a capital asset.

Intangible asset – A nonfinancial asset that lacks physical substance, has an initial useful life that extends beyond a single reporting period, and provides present service capacity. Examples include:

Easements – Interest in land owned by another entity that entitles its holder to the right to use the land for a specific purpose.

Software licenses – The right to use one or more copies of software or an application without violating copyrights.

Internally Generated Intangible Capital Assets – Intangible assets that are either 1) created or produced by the government itself or by an entity contracted by the government; or 2) acquired from a third party but require more than minimal incremental effort on the part of the government to begin to achieve the expected level of service capacity.

Operating Costs – Expenditures for goods or services that do not meet the threshold established for capitalization. These costs include expenditures for maintenance and repairs that do not appreciably add to the value of the asset or materially extend the useful life of the asset.

Present Service Capacity – An asset's existing capability to enable the government to provide services, which in turn enables the government to fulfill its mission.

Proffered Assets – Tangible assets (or cash) offered for donation by property owners at the time of a rezoning to help defray the cost of capital facilities associated with the development of the property.

Service Utility – The ability of an asset to provide its intended service to the organization

Useful Life – The estimated period during which a capital asset provides service.

IV. POLICY

A. Internal Controls

All Town departments shall establish and maintain internal controls over capital assets to provide reasonable assurance of accountability, timely and accurate financial reporting, and compliance with any applicable laws and regulations. Internal controls should ensure the following:

1. Capital assets are adequately safeguarded from loss or theft.

2. Proper approvals are followed for acquisitions and dispositions.
3. Physical inventory is taken annually and reported to Finance.
4. A proper segregation of duties is in place with regard to the assets.

B. Accounting and Reporting for Capital Assets and Projects

1. Funding sources: Capital assets and projects may be funded by local, state and/or Federal revenue, acquired through donation, trade transaction, or purchased with proceeds from a debt transaction or capital lease.

   Assets acquired with state and Federal funding will be tracked regardless of capitalization thresholds to ensure compliance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, specifically:

   a. Title for real property and equipment acquired or improved with Federal awards will vest with the Town. Title for federally owned and exempt property remains vested with the Federal government.
   b. Insurance coverage for real property and equipment acquired with Federal funds must be at a minimum equivalent to that of other property owned by the Town.
   c. Real property will be used for the originally authorized purpose as long as needed.
   d. Instructions for disposition of real property must be obtained from the Federal awarding or pass-through agency.

2. Capital assets will be budgeted and accounted for in the appropriated operating fund using a capital outlay object code (8000 series). Capital projects, except those related to proprietary activities, shall be budgeted and accounted for in the Capital Improvement Program (CIP) Fund.

C. Valuation of Capital Assets

1. Acquired by purchase – Capital assets purchased by the Town shall be reported at historical cost. The cost of a capital asset should include ancillary charges necessary to place the asset into its intended location and condition for use. Items to be included in the cost of a capital asset are:

   a. Original contract or invoice price
   b. Freight and transportation charges
   c. Import duties
   d. Handling and storage charges
   e. In-transit insurance charges

f. Installation charges
g. Charges for testing and preparation for use
h. Charges for refurbishing used items when purchased
i. Parts and labor associated with the construction of equipment
j. Site preparation costs
k. Professional fees

Extended warranties, training, and maintenance agreements, which can be separately identified from the cost of the related asset, shall not be capitalized.

2. Acquired by donation or trade transaction – Assets acquired by donation or trade transaction shall be recorded at the fair market value on the date of the transaction. If the fair market value of an item already in service is unavailable at the time of capitalization, then the current estimated replacement cost shall be used. Both fair market value and current estimated replacement cost are subject to the capitalization thresholds detailed in this section.

D. Valuation of Capital Projects

1. Only costs directly identified with the project may be capitalized. Costs incurred for capital projects are classified into four stages:

a. Preliminary – this phase involves the exploration of opportunities for acquisition or construction
b. Pre-Acquisition/Construction – the acquisition or construction of the asset is probable
c. Acquisition/Construction – the item has been acquired and/or construction has commenced
d. In Service – the asset is substantially completed and/or has been placed in service

The following table illustrates typical activities associated with each phase and indicates the accounting treatment to be applied to related costs:

Stage	Typical Activities	Treatment
Preliminary	• Feasibility studies. • Scope development • Preliminary estimates • Utilities analysis • Consideration of alternatives	Expense
Pre-acquisition / Construction	• Architectural and engineering work • Legal expenses • Closing costs and titling • Appraisal fees • Surveying • Site preparation / demolition • Soil testing • Vendor selection • Planning and design • Scope definitions	Capitalize
Acquisition / Construction	• Project management • Construction • Utility expansion • Insurance premiums during construction • Initial furnishing and fixtures	Capitalize
In Service	• Maintenance and repairs • Upgrades • Improvements	Expense – maintenance and repairs are typically expensed if they do not increase the useful life of the asset Capitalize – additional components, upgrades and renovations that increase the useful life and/or service capacity of the asset

E. Thresholds for Capitalization

The following table provides guidelines for capitalization of various categories of assets (note that all assets must have at least a useful life greater than one reporting period):

Asset Category	Useful Life	Threshold
Tangible assets	Greater than a single reporting period	$5,000 and greater per individual asset
Groups of tangible assets	Greater than a single reporting period	$25,000 en masse
Intangible assets – software licenses and applications	Greater than a single reporting period	$10,000 and greater per program / application or for licenses purchased en masse
Intangible assets – easements	Greater than a single reporting period	$10,000 and greater per easement
Capital projects	Greater than 5 years	$10,000 and greater

Asset costs below the established thresholds will be recognized as operating expenses of the reporting period.

F. Estimated Useful Life and Methods of Depreciation and Amortization

The estimated useful life of an asset is the period during which that asset provides service. The following factors may assist in determining the useful life of an asset:

1. Quality – similar assets may differ substantially in quality because of differences in materials, design and workmanship.
2. Application – The useful life of a given type of capital asset may vary significantly depending upon its intended use

3. Environment – environmental conditions may have an impact on the useful life of an asset.

Estimates of useful life are required for all asset classes except land, intangible assets that have indefinite useful lives, works of art, historical treasures, and similar assets that are exempt from capitalization. Land

use rights acquired in a transaction that did not involve the underlying property should be reported as intangible assets.

Industry guidelines are used to estimate the useful lives of capital assets. Any extended life resulting from a major change in the asset must be specified at the time of the change. Upgrades and renovations must add to the useful life of the original asset, if they are to be capitalized as part of a larger asset.

The following ranges are provided for each asset class:

Asset Class	Years
Buildings and improvements	50
Utility plant in service	50
Infrastructure	30 - 50
Furniture, equipment, and vehicles	5 – 10
Intangible assets	3 - 5

Depreciation and amortization are calculated and recorded annually to allocate the expense associated with the acquisition of an asset over its estimated useful life, except for assets that have an indefinite useful life. Depreciation is calculated using the straight-line method.

G. Asset Impairment

A capital asset is considered impaired when its useful life and/or service utility has declined significantly and unexpectedly. Impairment is often due to one of the following events or changes in circumstances:

1. Physical damage where action would be needed to restore lost service utility
2. Changes in laws, regulations, or other environmental factors that negatively affect service utility

3. Technological developments that negatively affect service utility or evidence of obsolescence

4. A change in the manner or duration of use of a capital asset that negatively affects its service utility

5. Stoppage of construction

Note that a temporary decline in service utility does not constitute impairment. The definition of impairment requires that the change in service utility be both significant and unexpected. Upon determination that an asset is impaired, the responsible department should provide an estimate of the percentage of lost service utility to the Department of Finance so that a corresponding reduction in the asset's book value may be recorded.

H. Disposition of Capital Assets

1. **Process.** Each department shall report its surplus and obsolete capital assets to the Town Manager prior to any disposition using the Capital Asset Maintenance Form. Such report shall describe the asset in sufficient detail, providing any serial number, model number, date of acquisition, current condition, estimated value, location, and any other identifying information. Included in this report shall be a recommendation as to the method of disposition, supported by relevant facts. The asset will not be disposed of until the Town Manager's approval is obtained on the Capital Asset Maintenance Form. A copy of this form must be provided to the Finance Director.

2. **Methods of Disposal**. Surplus or obsolete property may be disposed of by one of the following methods, as provided for in the Town of Warrenton Purchasing Policy & Procedure:
   a. By transferring to other Town departments
   a. By trading in on new property
   b. By public auction
   c. By public sale, upon advertising for sealed bids
   d. By selling as scrap
   e. By junking.

   Proceeds from the sale of surplus and obsolete property are to be credited to the fund that owned such property.

3. **Authorization.** No person shall have the authority to dispose of property without following these guidelines and the Town of Warrenton Purchasing Policy and Procedure. **For vehicle dispositions, the Town Manager will sign the title to transfer ownership to the buyer.** The Town Manager, Director of Finance and the employees of the Finance Department shall not be liable and shall be held harmless for any unauthorized disposition of surplus property. Any unauthorized disposition of property may be grounds for discipline or termination, as provided for in the Town of Warrenton Personnel Policies.



Policy Title: Investment
Effective Date: February 13, 2018

I. PURPOSE

This policy establishes guidelines for the investment of the Town's funds in a manner which will safely preserve principal, provide adequate liquidity to meet the Town's cash flow needs, and optimize returns while conforming to all Federal, State and local statutes governing the investment of public funds.

II. SCOPE

This investment policy applies to all cash and financial investments of the various funds of the Town as identified in the Town's Comprehensive Annual Financial Report, with the exception of those financial assets explicitly excluded from coverage for legal or operational reasons. Bond proceeds shall be invested in accordance with any requirements and restrictions outlined in the bond documents. This policy will apply to any newly created funds unless specifically exempted.

Pooling of funds – Except for cash in certain restricted and special funds, the Town will consolidate cash balances from all funds to maximize investment earnings. Investment income will be distributed to the various funds in accordance with Town budgetary guidelines.

II. POLICY

A. Objectives

The overall objectives of this policy are: the preservation of capital and the protection of investment principal (safety); maintenance of sufficient liquidity to meet operating requirements; conformance with federal, state and other legal requirements; diversification to avoid incurring unreasonable risks regarding specific security types or individual financial institutions; and attainment of a market rate of return.

B. Prudence

In accordance with § 2.2-4514 of the Code of Virginia, public funds held by the Commonwealth, public officers, municipal corporations, political subdivisions, and any other public body of the Commonwealth shall be held in trust for the citizens of the Commonwealth. Any investment of such funds pursuant to the provision of this chapter shall be made solely in the interest of the citizens of the Commonwealth and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and

familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.

Investment staff acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual investment vehicle's performance, provided that deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

C. Ethics and Conflicts of Interest

Staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Town Manager any material interest in financial institutions that conduct business with the Town and shall further disclose any large personal financial/investment positions that could be related to performance of the Town's portfolio. Staff involved in the investment process shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

D. Delegation of Authority

Authority to manage the Town's investment program is derived from the Code of Virginia. The Director of Finance and Human Resources (the Investment Official) is responsible for investment decisions and activities in accordance with established written procedures and internal controls as well as operation of the investment program consistent with this investment policy, under the direction and control of the Town Manager.

E. Portfolio Management

The Investment Official shall monitor the Town's investment portfolio and make changes in investments as necessary, subject to the provisions of this policy. Due to the limited staff, it is impractical to manage the portfolio aggressively and actively. Accordingly, a buy and hold approach will govern the investment program. The investment portfolio shall be structured in a way to ensure investment liquidity satisfies the Town's anticipated cash flow requirements.

F. Internal Controls

The Investment Official is responsible for establishing and maintaining an internal control structure designed to provide reasonable assurance that the assets of the

Town are protected from loss, theft or misuse. An annual independent review shall be conducted by an external auditor to assure compliance with policies and procedures.

The internal controls shall address the following:

- Controls to prevent collusion
- Separation of transaction authority from accounting and reconciliation activities
- Custodial safekeeping
- Written confirmation of transactions for investments and wire transfers
- Clear delegation of authority to subordinate staff members, when necessary.

G. Authorized Investments

Authorized investments for public funds are limited to those set forth in the Investment of Public Funds Act of the Code of Virginia §§ 2.2-4500 through 2.2-4518. Within this permitted statutory framework, the Town limits the investment of assets to the following categories of securities:

- Obligations of the Commonwealth of Virginia – Stocks, bonds, notes, and other evidence of indebtedness of the Commonwealth and those unconditionally guaranteed as to the payment of principal and interest by the Commonwealth.
- Obligations of the United States – Stocks, bonds, notes, and other obligations issued or guaranteed by the U.S. Government, an agency thereof, or U.S. Government Sponsored Enterprises (GSEs). These securities can be held directly, or in the form of repurchase agreements collateralized by such debt securities, or in the form of a registered money market or mutual fund provided that the portfolio of the fund is limited to such evidence of indebtedness.
- Certificates of deposit and time deposits of Virginia banks and savings institutions - Such instruments must be federally insured to the maximum extent possible and collateralized under the Virginia Security for Public Deposits Act, §§ 2.2-4400 through 2.2-4411 of the Code of Virginia.
- Repurchase Agreements – Overnight, term or open Repurchase agreements collateralized by U.S. Treasury / Agency Securities. The collateral for overnight or one day repurchase agreements is required to be at least 100% of the value of the repurchase agreement.
- Commercial Paper – Pursuant to § 2.2-4502 of the Code of Virginia, the Town is authorized to invest in commercial paper. Any such investment shall be of “prime quality” with a rating no lower than P-1 by Moody’s and A-1 by Standard and Poor’s, with a maturity of 270 days or less, issued by a domestic corporation.

- Commonwealth of Virginia Local Government Investment Pool (LGIP) – This is a special purpose state-administered investment pool offered to public entities for the investment of public funds under the Local Government Investment Pool Act of the Code of Virginia. It is managed by the Investment Division of the Virginia Department of the Treasury and its investments are made in accordance with the Investment of Public Funds Act of the Code of Virginia. It is managed like a money market fund with the objective of providing safety, liquidity, and return. Funds may be withdrawn daily.
- VACo/VML Virginia Investment Pool Trust Fund (VIP) – This is a Section 115 governmental trust fund created under the Joint Exercise of Powers Act of the Commonwealth of Virginia. The Cities of Chesapeake and Roanoke each passed an ordinance in 2013 to create the VIP Trust Fund. On September 13, 2013, a trust fund agreement was adopted by a Board of Trustees, the governing body of the VIP Trust Fund. The Board of Trustees is comprised of 12 local government treasurers and chief investment officers, plus two ex officio non-voting members consisting of the executive directors of the Virginia Municipal League and the Virginia Association of Counties. The VIP portfolio is a fixed income pooled investment portfolio that invests in assets of government and high-quality corporate securities (defined as having at least AA ratings by Standard & Poor's and Moody's) with an average duration of between one to two years. The Investment Pool may invest in the broad range of investments authorized by the Virginia Investment of Public Funds Act (Code of Virginia, 2.2-4500 through 2.2-4519). The maximum maturity of a security in the portfolio will be no more than five years. The portfolio's benchmark is the Bank of America Merrill Lynch 1 – 3 Year Corporate/Government Index. The objective of the portfolio is to outperform the benchmark over three-year periods and to preserve capital.

No additional funds shall be invested in any investment that is listed on Moody's Watchlist, Standard & Poor's CreditWatch, or Fitch Watch with a short-term negative rating.

H. Investment Diversification

The Town of Warrenton shall diversify its investments within the permitted statutory framework of the "Investment of Public Funds Act" subject to the following limits:
The portfolio will be diversified with no more than five percent of its value invested in the securities of any single issuer. This limitation shall not apply to securities of the Commonwealth of Virginia, the U.S. Government, insured certificates of deposit, the LGIP or the VIP.

The maximum percentage of the portfolio permitted in each eligible security type is as follows:

Commonwealth of Virginia Securities	50%
U.S. Government Securities	50%
Certificates of Deposit	75%
Repurchase Agreements	50%
Commercial Paper	25%
Virginia LGIP	100%
VACo/VML VIP	75%

I. Reporting Requirements

Periodic reporting of portfolio position and investment performance results will add an element of accountability and discipline to the Town's investment program.

The Investment Official shall prepare an accounting of investment activity to be included in the monthly Council financial report. The report will include the details of the portfolio's position at month end and will include current yield, investment income, and comparisons to prior years and to current budget projections.

Policy Title: Fraud Prevention and Reporting
Effective Date: September 14, 2021

I. PURPOSE

The Town of Warrenton is committed to preventing fraud and maintaining a highly ethical environment throughout our organization. To that end, the following guidance is provided to assist employees, departments, and other stakeholders in preventing, detecting and/or reporting incidents of fraud, waste and abuse in the Town's government.

II. SCOPE

This policy applies to all employees, departments, and other stakeholders.

III. POLICY

A. Reportable Incidents include, but are not limited to:

- Theft or misappropriation of Town resources
- Falsification of official documents or reports
- Corruption or official misconduct, including misuse of Town information, conflicts of interest, or offering or accepting bribes
- Personal use of Town-owned vehicles, equipment or supplies
- Conducting personal business on Town time
- Improper use or spending of Town tax dollars
- Violations of the Town's procurement policy or contract fraud
- Tampering with government records
- Obstructing, retaliating against, or tampering with a public servant, witness, prospective witness, or informant

B. To report fraud, waste, or abuse, you may send a letter (marked Confidential) detailing your concerns to: Town Manager, 18 Court Street, Warrenton, VA 20186. All reports are reviewed solely by the Town Manager.

Policy Title: Conflict of Interest
Effective Date: March 12, 2019

I. PURPOSE

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or in whole by federal funds and required under 2 C.F.R 200.318(c)(1).

II. SCOPE

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

III. POLICY

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Town of Warrenton may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict of interest exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:
   1. The employee, officer, or agent involved in the selection, award, or administration of a contract.
   2. Any member of his or her immediate family.
   3. His or her partner; or
   4. An organization which employs or is about to employ any of these parties.

   Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing

to the federal award agency or pass-through entity in accordance with applicable Federal awarding policy.

B. Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors under Code of Virginia §2.2-3103, officers, employees, and agents of the Town of Warrenton are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value (valued at less than $25.00) which fall into one of the following categories may be accepted:
   1. Promotional items.
   2. Honorariums for participation in meetings; or
   3. Meals furnished at banquets.

IV. VIOLATION

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

V. PURPOSE

The purpose of this policy is to establish purchasing guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when Federal funds are being used in whole or in part to pay for the cost of the purchase.

VI. SCOPE

This policy applies to contracts for purchases, services and construction or repair work funded with Federal financial assistance (direct or reimbursed). The requirements of this policy also apply to any subrecipient of the funds.

All Federally funded projects, loans, grants, and sub-grants, whether funded in part or in whole, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) codified at 2 C.F.R Part 200, unless otherwise directed in writing by the Federal agency or the State pass-through agency that awarded the funds.

VII. POLICY

C. **Compliance with Federal Law**. All procurement activities involving the expenditures of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R § 200.317 through § 200.326 unless otherwise directed in writing by the Federal agency or the State pass-through agency that awarded the funds. The Town of Warrenton will follow all applicable local, State and Federal procurement requirements when expending federal funds. Should the Town of Warrenton have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with State and Federal law.

D. **Contract Award.** All contracts shall be awarded only to the lowest responsive, responsible bidder possessing the ability to perform successfully under the terms and conditions of the contracts.

E. **No Evasion**. No contract may be divided to bring the cost under the bid thresholds or to evade any requirements under this policy or State and Federal law.

F. **Contract Requirements**. All contracts paid for in whole or in part with Federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R. § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

G. **Contractor's Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitations for bids, or requests for proposals shall be excluded from competing for such requirements.

H. **Approval and Modification**. The administrative procedures contained in this policy are administrative and may be changed as necessary at the staff level to comply with State and Federal law.

VIII. GENERAL PROCUREMENT STANDARDS AND PROCEDURES

The purchasing department and the requesting department shall comply with this policy in the procurement of any contracts outlined in the scope.

A. **Necessity**. Purchases must be necessary to perform the scope of work and must avoid the acquisition of unnecessary or duplicative items. The purchasing department and/or the requesting department should check with the Federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies with similar needs to consolidate procurements and services and obtain better pricing.

B. **Clear Specifications**. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. **Notice of Federal Funding**. All bid solicitations must acknowledge the use of Federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. **Compliance by Contractors**. All solicitations shall inform prospective contractors that they must comply with all applicable Federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. **Fixed Price**. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis

unless otherwise provided for in this policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract include a “Not to Exceed” amount. A time and materials contract shall not be awarded without express written permission of the Federal agency or State pass-through agency that awarded the funds.

F. **Use of Brand Names**. When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.

G. **Lease versus Purchase**. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. **Dividing Contract for M/WBE Participation**. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this policy.

I. **Documentation**. Documentation must be maintained by the purchasing department and/or the requesting department detailing the history of all procurements. The documentation should include the procurement methods used, contract types, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contracts. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. **Cost Estimate**. For all procurements costing $150,000 or more, the purchasing department and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements**. The purchasing department must prepare a written contract incorporating the provisions referenced in Section IV.C. of this policy.

L. **Debarment.** No contract shall be awarded to a contractor included on the Federally debarred bidder's list.

M. **Contractor Oversight**. The requesting department receiving the Federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition**. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. **Geographic Preference**. No contract shall be awarded based on a geographic preference.

IX. SPECIFIC PROCUREMENT PROCEDURES

Bids shall be solicited in accordance with the requirements under this section of the policy based on the type and cost of the contract.

A. **Service Contracts (except for A/E professional services) and Purchase Contracts costing less than $10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
   1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is fair and reasonable.
   2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. **Service Contracts (except for A/E professional services) and Purchase Contracts costing $10,000 up to $90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
   1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued.

2. Task affirmative steps to solicit price quotes from the M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

C. **Service Contracts (except for A/E professional services) and Purchase Contracts costing $90,000 and above** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(c)) as follows:
1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full dates between the date of the advertisement and the date of the public bid opening. Electronic only advertising must be authorized by the governing body. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing body the right to reject any or all bids only for "sound, documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. All bids may be rejected only for "sound, documented reasons."

D. **Service Contracts (except for A/E professional services) and Purchase Contracts costing $150,000 and above** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(d)) as follows:
1. A Request for Proposal (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Affirmative steps must be taken to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative important of each criterion (assign a criteria weight) in the RFP.

4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with the most advantageous proposal, considering price and other factors as identified in the RFP.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. **Construction and repair contracts costing less than $10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. **Construction and repair contracts costing $10,000 up to $150,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes form M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimate may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder.

G. **Construction and repair contracts costing $150,000 up to $500,000** shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes form M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price are required of the winning bidder.
7. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Any and all bids may be rejected only for "sound, documented reasons."

H. **Construction and repair contracts costing $500,000 and above** shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full dates between the date of the advertisement and the date of the public bid opening. Electronic only advertising must be authorized by the governing body. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing body the right to reject any or all bids only for "sound, documented reasons."
4. Take affirmative steps to solicit price quotes form M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of three bids must be received to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price are required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. **Governing body approval is required and cannot be delegated**. The governing body may reject any and all bids only for "sound, documented reasons."

I. **Construction or repair contracts involving a building costing $300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.

2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(A1).

J. **Contracts for Architectural and Engineering Services costing under $150,000** shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
   1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
   2. Take affirmative steps to solicit price quotes form M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
   3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the purchasing department and/or the requesting department.
   4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
   5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, negotiations should be conducted with the second-best qualified firm.
   6. Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing body approval is not required.

K. Contracts for Architectural and Engineering Services costing $150,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(D)(5)) as follows:
   1. publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
   2. Take affirmative steps to solicit price quotes form M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
   3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
   4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
   5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
   6. Consider all responses to the publicized RFQ to the maximum extent practical.

7. Evaluate qualifications to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, negotiations should be conducted with the second-best qualified firm.
10. Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing body approval is not required.

X. EXCEPTIONS

Non-competitive contracts are allowed only under the following conditions and with the written approval of the Federal agency or State pass-through agency that awarded the Federal funds:

A. **Sole Source**. A contract may be awarded without competitive bidding when the item is available from only one source. The purchasing department and/or requesting department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing body.

B. **Public Exigency**. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bid process.

C. **Inadequate Competition**. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from several sources as required under this policy does not result in a qualified winning bidder.

D. **Federal Contract**. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedule of contracts.

E. **Awarding Agency Approval**. A contract may be awarded without competitive bidding with the express written authorization of the Federal agency or State pass-through agency that awarded the Federal funds so long as awarding the contract without competition is consistent with State law.

Policy Title: Water and Sewer Cut-Off Policy
Effective Date: June 25, 2019

I. PURPOSE

The purpose of this policy is to establish clear guidelines for the disconnection of customers from the Town's water supply for non-payment of their bills.

II. SCOPE

This policy applies to all Town Water and Sewer accounts.

III. POLICY AND PROCEDURE

A. Utility Bill payments are due by the 20th of each month (Town Code, Sec. 17-45).
B. Delinquent Notices will be sent between the 25th and the end of the month to customers who have not paid. A $5.00 late fee will be assessed.
C. If customers do not pay by the thirtieth day following the billing period, they are subject to cut-off. (Town Code Sec. 17-46). For example, for the billing period of November 7th to December 7th, the due date is December 20th, and the thirtieth day would be January 6th.
D. Cut-offs will be done in the second or third week of the month following the billing period, as determined by the Utility Accounting Technician, as follows:
    i. Tuesday – Door Hangers will be placed on residences and businesses scheduled to have their services discontinued.
    ii. Customers who have had three door hangers will no longer receive door hangers.
    iii. Delinquent notices relay this information to the customers.
    iv. Customers have until 4:30 p.m. Wednesday to pay or make payment arrangements; arrangements will be made on case-by-case basis.
    v. Thursday – Cut-offs will be executed. Customers who have had their services shut off will be required to pay the amount past due, plus a $40.00 reconnection fee to have service restored. **If payment is made after 4:00 p.m. on any day to restore service, utilities will be cut back on the next business day.**

Policy Title: Contributions to Outside Agencies
Effective Date: December 10, 2019

I. PURPOSE

The purpose of this policy is to outline a framework to evaluate requests for monetary contributions to outside agencies with the intent of prudently administering taxpayer funds.

II. SCOPE

This policy applies to all monetary and in-kind contributions to outside organizations.

III. POLICY

A. Criteria

i. All requests for monetary contributions to outside agencies shall align with at least one of three areas:

a. Complementary Service – the organization proposes to provide a service to offset services provided by the Town and that will provide an enhanced benefit to the Town

b. Demonstrable Benefit – the organization proposes to provide a service that the Town might not otherwise provide, but that provides a favorable impact and benefit to the community

c. Service the government could provide but does not – the organization proposes to provide a service that the Town would likely provide to its citizens

The following table provides examples of how the proper allocation of public funds relates to the services provided by the government.

EXAMPLES OF WAYS TO DOCUMENT BENEFITS ASSOCIATED WITH CHARITABLE SUPPORT		
Relationship To Government Programs	**Example**	**Nature of Benefit(s)**
1. Complementary service	Donation to the Tree Foundation in return for agreement to replace street trees that agency removes because of disease or old age	Tree Foundation has specialized knowledge about trees suitable for area. Tree Foundation shares goal of populating area with more tree, thereby saving energy and enhancing property values for residents. Other grants received by the Tree Foundation mean the government and those it serves save money on replacing trees.
2. Demonstrable benefit	After-school programs	Such programs reduce the need for law enforcement activities in the area. Programs promote public safety and law-abiding youth in a positive, cost-effective manner.
3. Service the government could provide but does not	Homeless shelter and associated placement programs	Such programs help end the cycle of homelessness. Reducing homelessness is one of the government's housing element goals.

B. Eligibility

i. The following organizations shall **not** be eligible for monetary contributions;
   a. Religious or political groups;
   b. Groups that discriminate based on race, color, gender, religion, disability, sexual orientation, marital status, or national origin;
   c. Individuals;
   d. For-profit (taxable) entities;
   e. Groups, as determined by the Town Council, that represent purposes counter to those in the best interests of the citizens.

ii. Applicants must have a primary place of business in the Town of Warrenton and/or provide public benefit to enhance the quality of life for citizens of the Town.

iii. A monetary contribution awarded to an outside agency shall not constitute a precedent for contributions of any amount in subsequent years.

iv. Organizations must remain in good standing with the Town by maintaining compliance with all applicable Town ordinances and remaining current on any billings for fees or services.

v. Organizations must maintain their nonprofit status throughout the term of the contribution. Should nonprofit status be revoked by the IRS, or if the nonprofit discontinues operations, contributed amounts must be returned to the Town. Should the organization become a party in any litigation against the Town, all funds awarded under this policy shall be suspended.

C. Process

The evaluation and award of monetary contributions to outside agencies shall be part of the Town's annual budget process.

i. Outside organizations must submit their request for funding to the Town no later than December 31st for the fiscal year beginning the following July. An example of the Outside Organization Funding Request (and required supplemental documentation) that must accompany any request is attached as Exhibit A.

ii. Staff may request additional information to aid in determining eligibility or programmatic viability.

iii. As part of its annual budget process, the Town Council shall examine the funding requests considering the benefit(s) provided to Town citizens as detailed in Item III.A.i above.

iv. The following principles should guide any contributions to outside organizations.
   a. Grants without restrictions (unrestricted grants) should be avoided.
   b. Performance-based contracts for specific services should be considered as the appropriate vehicle for any funding.
   c. Organizations receiving funding will be provided information about any conditions, restrictions, or other requirements related to their funding at the time that they are notified of Council's appropriation.

v. Only complete applications will be considered. All applicants will be notified no later than February 15th of their application status. Incomplete applications will be given no more than ten (10) calendar days from the

date of notification of the deficiency to provide missing information or to provide clarification at the request of Town staff.

vi. Organizations that are funded will be required to execute an agreement with the Town that will outline any expectations for both parties.

vii. The Town Manager will provide the Town Council with a total amount of available funding for contributions to outside agencies. The allocation of this amount among applicants shall be at the sole discretion of the Town Council.

Policy Title: Debt Management
Effective Date: September 14, 2021

I. PURPOSE

The purpose of this policy is to outline a framework to evaluate the issuance of debt.

II. SCOPE

This policy applies to all departments of the Town.

III. POLICY

A. The town will not fund current operations from the proceeds of borrowed funds and will confine long-term borrowing and capital leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.

B. The town will, when financing capital improvements or other projects or equipment by issuing bonds or entering into capital leases, repay the debt within a period not to exceed the expected useful life of the project or equipment. Debt related to equipment ancillary to a construction project may be amortized over a period less than that of the primary project.

C. The town will annually calculate target debt ratios for direct, non-revenue-based debt ("Tax Supported Debt") that is dependent on the general fund for the payment of debt service. So long as payments from the general fund to the enterprise fund are not necessary to make up shortfalls in the enterprise fund, enterprise fund debt will not be included in the calculation of the debt ratios. The town's debt capacity shall be maintained within the following primary goals:

1. Tax Supported debt service expenditures as a percentage of general fund expenditures should not exceed 12%.

2. Tax Supported debt of the town shall not exceed 1.5% of the total assessed value of taxable property in the town.

D. The town will annually calculate target debt ratios for direct, revenue-based debt that is fully paid by revenues of an enterprise fund ("Self-Supporting Enterprise Debt"). The town's debt capacity with respect to Self-Supporting Enterprise Debt shall be planned to maintain:

1. At least 1.15x annual debt service coverage with a higher ratio being stronger.

E. The town will follow a policy of full disclosure in every annual financial report and financing official statement/offering document.

F. The town will maintain good communications about its financial condition with bond and credit rating institutions.



I. PURPOSE

Good infrastructure is vital for our community to thrive. This policy supports our infrastructure by:

- Promoting wise investment in new infrastructure; and
- Protecting the historical investments the Town of Warrenton has made in its infrastructure.

II. SCOPE

Each year, the Town of Warrenton staff will create a long-range capital improvement plan (CIP). The CIP will define and prioritize the capital projects that the Town plans to take on in the next six (6) years.

A. Definition of a Capital Project
A capital improvement project should have a cost greater than $100,000 and a useful life of at least 10 years. Projects that do not meet the $100,000 and 10-year useful life criteria are maintenance capital projects. Capital projects generally require significant engineering design and construction, whereas maintenance capital require routine upkeep every few years. These projects are not considered to be part of the Six-Year Capital Improvement Plan.

B. Link to Needs Assessments
The capital improvement plan is the result of a detailed planning process. The purpose is to address the Town's immediate and long-term capital needs in a conscious effort to best provide services and facilities to the citizens of Warrenton. To that end, projects are considered in alignment with Plan Warrenton 2040, the Town's Comprehensive Plan, and strategic priorities identified by the Town Council. All projects in the CIP, with minor and few exceptions, should be based on needs assessments performed to determine the benefit of the asset compared to its cost.

III. POLICY

A. CIP Project Identification
Each year, Town of Warrenton staff will suggest potential projects for the CIP. At a minimum, this process will provide for the following:

- Long-term operating and maintenance costs. A plan will identify the cost to operate and maintain the asset over the next six (6) years.
- Funding source**.** A plan will describe where the funding is expected to come from to acquire, operate, and maintain the asset.

- Project timing. A plan will identify the proposed schedule for engineering, construction, and other milestones in acquiring the asset.

B. CIP Project Selection

Town of Warrenton will create a process to assess capital projects. The selection process will include considerations such as long-term financial forecasts, project impact, operating and maintenance costs, legal mandates ,impacts on public health and safety, and the extent to which the project aligns with the Town's strategic goals.

C. Balanced CIP

The CIP is a balanced, long-term plan. For the entire period of the CIP, revenues will be equal to the projected costs. It is possible that the plan will have more costs than revenues in any single year of the plan (apart from the first year, which is intended to become an appropriation plan. However, over the life of the six-year plan, all expenses will be covered with revenues. Staff may record, on a separate document, projects that are deemed important but cannot fit into a balanced CIP. Town Council may choose to look at unfunded projects and defund an existing project in favor of another.

D. CIP Funding Strategy

Town of Warrenton may elect to use debt financing to acquire an asset or pay-as-you-go financing (i.e., cash financing). Below are guidelines used to help determine the best choice between debt and pay-as-you-go financing.

Factors that favor pay-as-you-go financing include situations where:

- The project can be funded from current revenues and fund balances (reserves);
- The project can be finished within an acceptable time frame given the available revenues;
- If issuance of debt may impact the Town credit rating or repayment sources; or,
- Market conditions are unstable or suggest difficulties in marketing a debt.

Factors that favor long-term debt financing include situations where:

- Revenues that will be used to pay back debt are believed to be sufficient and reliable. This makes it more likely that long-term financing can be marketed with a suitable credit rating;

- Market conditions present favorable interest rates and demand for government debt financing;
- A project is immediately required to meet or relieve capacity needs and existing cash reserves are insufficient to pay project costs; or,
- The useful life of the asset is five (5) years or longer.

E. Capital Budget

Each year, the Town of Warrenton will develop a capital budget that will be the spending plan for capital. The first year of the capital improvement plan determines the capital budget for the fiscal year.

F. Capital Improvement Program Contingency

As part of the annual capital budget, the Town shall generally establish a capital contingency equal to ten percent (10%) of the Town-funded share of capital projects within each applicable capital fund. Capital contingency shall be separately identified from individual project budgets and shall not be considered additional spending authority for any individual capital project.

i. Purpose and permitted use

Capital contingency funds are established to address unforeseen conditions, unavoidable cost increases, and other necessary expenditures associated with completing projects previously approved by the Town Council as part of the Capital Improvement Program (CIP).

Contingency funds shall not be used to establish new projects, expand the approved scope of existing projects, or change the priorities established through the Capital Improvement Program except upon specific approval of the Town Council.

ii. Administrative authority

The Town Manager may approve transfers from capital contingency to an existing Council-approved capital project for expenditures necessary to accomplish the project's approved scope and purpose, subject to Finance Department review and the following limitations:

The maximum amount that may be administratively approved for any individual project shall be the lessor of:

- The applicable fund-specific limit of $50,000 for General Fund capital projects, $100,000 for Water and Sewer capital projects, or $50,000 for Stormwater capital projects;
- Ten percent (10%) of the project's total CIP budget; or
- Twenty-five percent (25%) of the applicable fund's originally adopted annual contingency appropriation.

Capital Fund	Fund-Specific Limit	Project Budget Limit	Annual Contingency Limit	Administrative Authority
General Fund	$50,000	10% of total CIP project budget	25% of annual General Fund contingency	Lesser of the three
Water & Sewer	$100,000	10% of total CIP project budget	25% of annual Water & Sewer contingency	Lesser of the three
Stormwater	$50,000	10% of total CIP project budget	25% of annual Stormwater contingency	Lesser of the three

All transfers to the same project shall be aggregated for purposes of determining the applicable administrative approval limit.

Example: A General Fund capital project has a total CIP budget of $300,000, and the originally adopted annual General Fund capital contingency is $120,000. The applicable limits would be $50,000 (fund-specific limit), $30,000 (10% of the project budget), and $30,000 (25% of the annual contingency). The Town Manager's administrative authority for the project would therefore be $30,000, the lesser of the three amounts. Any contingency transfer that would cause cumulative transfers to the project to exceed $30,000 would require Town Council approval.

iii. Town Council approval

Prior Town Council approval shall be required for any contingency transfer exceeding the administrative limits established above.

Council approval shall also be required, regardless of amount, for any proposed expansion of project scope, initiation of a new project, acceleration of a future-year project, or material change to the original project purpose.

Requests shall not be divided or structured to circumvent the approval thresholds.

iv. Emergency or Operational Urgency

Notwithstanding the foregoing, when an emergency or operational urgency requires the use of capital contingency above the Town Manager's administrative authority and action cannot reasonably be delayed until the next regularly scheduled Town Council meeting, the Town Manager may authorize the necessary use of contingency. The Town Manager shall promptly notify the Mayor and Town Council of the action and the circumstances necessitating it. Any such use shall be presented to Town Council for ratification at its next regularly scheduled meeting. This authority shall not be used to circumvent Council approval of a material change in project scope or a new capital project.

v. Notification and reporting

The Town Manager shall provide written notification to the Town Council within five business days of approving any administrative contingency transfer.

The notification shall include the project name, amount transferred, justification, original and revised project budgets, cumulative contingency allocated to the project, and remaining contingency balance.

vi. Annual disposition

Unused capital contingency shall not automatically carry forward to the following fiscal year. Any proposed carry-forward of unused capital contingency shall require specific Town Council authorization as part of the following year's CIP and capital budget. This provision shall apply notwithstanding the general administrative authority to carry forward available balances of Council-approved capital projects.

vii. Relationship to other policies

Transfers from capital contingency shall be administered in accordance with this section and the Town's Budget and Expenditure Control Policy. Where the requirements of this section are more restrictive, the requirements of this section shall govern. All contingency transfers remain subject to applicable procurement, appropriation, funding-source, and contract requirements.

G. Asset Inventory

The Town of Warrenton will develop a full asset inventory that projects equipment replacement and maintenance needs for a multiyear period and will update this projection each year. The asset inventory will describe the current condition of the Town’s assets. It will compare this condition to a standard for asset condition. It will account for the full cost to maintain assets up to standard condition over their life cycle and account for risks associated with assets that are below standard condition. Departments will inventory and assess the assets for which they are responsible and ensure that their records are consistent with the Department of Finance’s capital asset records.

H. Priority of Asset Maintenance and Replacement

It is the policy of the Town of Warrenton to maintain its assets at a level that protects capital investment and reduces future maintenance and replacement costs. Each year, Town staff will develop and recommend to Town Council a prioritized asset maintenance spending plan.

I. Funding of Asset Maintenance

It is the Town of Warrenton’s policy to assign enough resources to preserve the Town’s existing assets to the best of its ability before assigning resources to build or acquire new assets that also have operating and maintenance needs. This policy protects our historical investment in capital assets. It also helps us maintain sufficient community resources that meet current and anticipated demands.

J. Capital Improvement Plan Carry-Forward
Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the projects may take multiple fiscal years to complete and use the appropriations. To avoid negatively affecting the progress of capital projects, the available balances of Town Council-approved capital project funds are administratively rolled over from one fiscal year to

the next fiscal year. Taking into consideration the timing of the prior fiscal year close-out transactions and the new fiscal year, the Finance Department may carry forward up to 100% of the available balance from the prior fiscal year to the new fiscal year. Exceptions may apply to projects expected to be completed or closed by the prior fiscal year-end and projects that have no known pending payments to be made in the prior fiscal year.



I. PURPOSE

The purpose of the grant procedures outlined in this document is:

- To ensure proper oversight of all funds appropriated to the Town.
- To minimize the Town's risk of non-compliance with grant requirements.
- To ensure proper administration and accounting of all grants.

II. SCOPE

This policy is applicable to all Town departments preparing and submitting grant applications to agencies outside the Town government for funds, materials, or equipment to be received and administered by the Town. No grant will be accepted that will incur management reporting costs greater than the grant amount. Such costs include, but are not limited to, indirect costs, overhead and any other items needed to administer the grant.

III. POLICY

A. Grant Application Procedures

i. The department desiring to submit a grant application soliciting funds will prepare the request as outlined by the grantor's requirements. The department seeking the grant should review all financial aspects of the grant application to ensure any required funds are available. The department director or their designee should sign the grant application as approval that:

- Any required funds are available;
- Projects over $100,000 are included in the capital improvement plan;
- They are supportive of the fiscal impacts to their department; and
- The goals and objectives of the grant are in line with that of the department as well as with the overall strategic direction of the Town as a whole.

ii. The department applying for the grant should make every effort to project all initial and ongoing costs associated with the grant program including but not limited to: staff support, needed assistance for computer systems, office space, utilities, systems furniture, vehicles, office equipment, office supplies, computer software and hardware, and/or telephone charges.

iii. Upon the department completing its financial assessment, they shall prepare and submit a Grant Processing Request Form to the Finance Department with the original grant application, along with any required assurances and conditions prior to submitting the application to the grantor agency for approval. The purpose of this application notification to Finance is to allow Finance to maintain a comprehensive list of pending grant applications as well as active grants, to provide assistance as appropriate to departments in the preparation and administration of grants, and to ensure availability of matching funds, where applicable. The Finance department will obtain the Town Manager's approval and notify the department that the application has been approved.

iv. If the grant is incorporated into the Adopted Budget during the annual budget process, then no additional Town Council approval is required for the application and acceptance of the grant.

v. All grant award acceptances must have the proper approvals as follows:

Type of Grant	Finance Approval	Town Manager Approval	Town Council Approval
Grants less than $50,000 requiring no local match	Required	Required	Not Required
All other grants	Required	Required	Required

vi. In the event that a grant application is denied by the grantor, a copy of the letter of denial shall be forwarded to the Finance Department for their records.

B. Grant Acceptance Procedures

Whenever possible, all requests for acceptance of grants of a recurring nature should be submitted to the Finance Department through the normal budget process that must be approved by the Town Council.

i. All grant award letters, acceptance agreements, memorandums, of understanding and other binding documents related to the execution of the grant should be signed and executed by the Town Manager.

ii. The grant award letter/acceptance agreement (notification received detailing the amount of the grant awarded, grant assurances and special conditions, and the guidelines that must be followed to comply with the grant requirements) will be forwarded to the Finance Department for review.

iii. In order for expenditures to be processed against a grant, a budget appropriation must be established in accordance with the above table.

The department requesting a grant will prepare Town Council agenda item requesting appropriation of grant funds, unless the grant has already been approved by the Council as part of the adopted annual budget process or Town Manager is delegated the authority to approve.

iv. Upon Town Council or Town Manager approving a grant, the Finance Department will assign an account code to the grant and the applicable department will be notified of the account code. For reimbursable grants, all reimbursement requests should be copied and forwarded to Finance, noting the applicable account code for the receipting of the funds.

v. Departments are responsible for ensuring that all funds are expended or encumbered prior to the end of the grant period in order for funds to be used adequately and not lost in future award periods.

C. Grant Monitoring and Reporting

i. Monitoring of Grants

- Departments are responsible for continuous monitoring of the financial status of grants. The Finance Department will provide departments with financial reports for such monitoring as needed.
- Line-item budget amendments must be approved prior to grant expenditures being made in order to avoid lost grant funds when/if amendments are denied.
- Departments must also monitor grants for compliance with all applicable federal, state, and local regulations and ensure that grant expenditures are in compliance with grant procurement policies and procedures.

ii. Grant Reporting

- The requesting department is responsible for providing financial reports to grantors.
- Departments handling grant reporting are responsible for complying by the due dates with all reporting requirements of the grant including financial reporting and reimbursement requests. All reimbursement requests should be copied and forwarded to Finance for review and monitoring of timeliness of revenue reimbursements.
- Timely requests for reimbursements are crucial to maximize the financial benefits of the grants to the Town. Grant

reimbursements should be completed timely and in accordance with the requirements of the specific grant.

D. Indirect Costs

Grant applicants may request indirect costs if the application guidelines do not require a federally approved indirect cost rate and indirect cost are allowed in the grant. Departments should contact the Finance Department for assistance with identifying and calculating indirect costs for inclusion in grant applications. These funds may be used by the Finance Department to offset costs in overseeing the grant including staff time, external auditor expenditures, etc.

E. Personnel

i. Any new personnel positions to be created as a result of grant funding must be approved by the Town Council and properly classified by Human Capital.
ii. Departments are to promptly notify Payroll of coding changes needed for persons being charged to grants. (Coding changes are noted on personnel action request forms).

F. Grant-Related Procurement and Policy Issues

i. Procurement must be notified that federal funds are involved for all purchases with federally funded grants, regardless of dollar amount.
ii. The Finance Department also needs to be notified so that assets acquired using Federal funds can be properly identified. Equipment items purchased with Federal funds that cost $5,000 or more are to be tagged when purchased so that proper disposal procedures can be followed when items are sold or sent to surplus.
iii. Grantees should follow the Town's and/or grantor's policies and procedures for all practices including procurement for the selection of contractors and vendors. If grant applications have special conditions, a copy of such must be given to Procurement and Finance for assistance in compliance monitoring. If grant guidelines require grantees to abide by different procurement procedures other than those adopted by the Town, the grantee should resolve the situation with Procurement prior to submitting the application. As a rule, the federal and state regulations prevail unless less restrictive than Town policies-where Town policy prevails.

G. Classification of Grant Revenue

All federal, state and local grant revenue should be receipted as revenue as opposed to as expenditure refunds in order to be in compliance with approved grant policies.

Grant Processing Request Form
Department of Finance

Date:	
Department:	
Grant Program:	
Granting Agency:	

Funds Associated with Grant:

Federal	State	Local Match	Other	Total

If local match is required, are funds available in the department budget?

G/L code for local match:

Indirect costs? (Y/N) Amount:

Reimbursement grant? (Y/N)

If capital project, please provide project name/number from CIP plan.

Project Contact:

Department Approval:

Signature Date

Finance Review:

Signature Date

Town Manager Approval:

Signature Date

Policy Title: Tap Privilege Fee Assessment Policy
Effective Date: July 1, 2024

I. PURPOSE

This policy serves to define the administration of tap privilege fees for the Town of Warrenton's Water and Sewer Utility.

II. SCOPE

This policy applies to tap privilege fees for the entire Town of Warrenton Water and Sewer service area. This policy is administered by the Town of Warrenton Water and Sewer Administration department.

III. DEFINITIONS

a. Tap Privilege Fee: upon paying in full for a tap privilege, a customer is guaranteed service at the corresponding capacity associated with that tap privilege, subject to the time restrictions and other conditions outlined in this policy.

b. Administrative Fee: to cover the costs associated with the administration of this policy, a 15% administrative fee based on the tap privilege fee paid will be retained for any reimbursement of a tap privilege fee as outlined in this policy.

c. Use of a Tap Privilege: a tap privilege shall be deemed to have been used once a water meter has been installed for water or a lateral has been connected for sewer. Once used, the customer will be charged based on consumption, but in no instance less than the minimum monthly bill.

IV. POLICY

a. New Construction

   i. The tap privilege fee will be based upon the water meter size requested or on the projected monthly consumption as compared to the maximum allowable gallons for each meter size, whichever is determined by the Town to be closest to the actual usage subject to the minimum fee being based on meter size.

ii. Tap fees are to be paid in full simultaneous with the issuance of all permits necessary to commence construction. If during construction more meters are required than tap fees were paid, the additional fees must be paid before meters will be installed.

iii. The Town shall have the right to monitor monthly consumption for potential adjustment of the tap privilege fee. Monthly consumption will be reviewed after 12 months of operation and then periodically on a rolling 12-month basis. Should the average monthly consumption over any 12-month period exceed the maximum allowable gallons for the meter size, a supplemental tap fee will be assessed equal to the difference between the fee for the initial meter size and the fee for the larger meter size which corresponds to the customer's actual use. All calculations will be based on the tap privilege fees in effect on the date of the bill. Should a property change ownership, the new owner will be responsible for the final tap fee adjustment, which will be due and payable to the Town within 60 days of written notification to the owner.

iv. All users will be assessed the corresponding tap privilege fees for each meter set.

b. Residential Multi-Family Metering

i. With mass metering such as an apartment building, a 5/8” tap privilege fee will be assessed for each residential unit within the building.

c. Change of Use / Additions / Alterations

i. For Changes of Use / Additions / Alterations of an existing building, additional tap fees will be required if the meter size increases or if the projected consumption exceeds the maximum allowable gallons for the existing tap fee credits. Tap fees will be assessed on the difference between the existing service and the new service requested, or if additional meters are requested.

ii. If additional tap fees are required, they will be due simultaneous with the issuance of a zoning permit.

iii. Ongoing monitoring will be performed as noted in section IV.a.iii above, even if an additional tap fee is not initially required.

d. Tap Fee Credits

   i. Tap fee credits on existing or demolished buildings will be based on the meter size or on prior tap fees paid and on record with the Town of Warrenton.

   ii. There will be no tap fee credit for buildings demolished before 1986.

   iii. The burden of proof for prior tap fee credits will be on the applicant.

e. Accessory Dwelling Units (ADUs)

   i. Property owners who wish to construct an accessory dwelling unit (ADU) on their property in accordance with the Town Code may be required to pay the corresponding sewer tap privilege fee to connect the ADU to the Town's sewer system.

   ii. If the parcel is subdivided later such that the ADU is on a separate parcel, then the property owner must pay the water tap privilege fee in effect at the time of subdivision. If a sewer tap privilege fee was not previously paid, then the sewer tap privilege fee in effect at the time of subdivision must also be paid.

f. Other Charges

   i. Time and material charges for installation of water and sewer service will be paid by the property owner.

   ii. A second meter for uses such as irrigation, sheds, or other outdoor structures not intended for habitation may be installed next to the existing water meter in a separate box for water use only. An additional water tap fee will not be charged; however, a charge for all time and materials, including the meter and meter box, will be paid by the property owner.

g. Limitation of Time to Use a Tap Privilege

   i. Tap Privilege Purchased Prior to July 1, 2024

      1. Property owners in possession of a tap privilege purchased prior to July 1, 2024, will not have a time limit to use the tap privilege.

      2. A reimbursement of the tap privilege fee paid may be requested by the property owner if the tap privilege has not

been used. A 15% administrative fee based on the tap privilege fee paid will be retained from the reimbursement.

ii. Tap Privilege Purchased After July 1, 2024

1. Property owners who purchase a tap privilege after July 1, 2024, shall have 12 months from the date of purchase to use the tap privilege.
2. During the 12-month period, a reimbursement may be requested by the customer if the tap privilege has not been used. A 15% administrative fee based on the tap privilege fee paid will be retained from the reimbursement.
3. After the 12-month period, the Town shall have the right to withdraw the tap privilege after giving the customer one (1) month notice. A 15% administrative fee based on the tap privilege fee paid will be retained from the reimbursement.
4. During the one (1) month notification period, the property owner will be allowed to use the tap privilege if they desire.

TAP PRIVILEGE FEE RATE SCHEDULE EFFECTIVE JULY 1, 2017

V. **In-Town Tap Privilege Fees:**

Meter Size	Water	Sewer	Total
5/8	4,950	10,800	15,750
1	12,375	27,000	39,375
1.5	24,750	54,000	78,750
2	39,600	86,400	126,000
3	86,625	189,000	275,625
4	155,925	340,200	496,125

Out-of-Town Tap Privilege Fees (under Tri-party Agreement):

Meter Size	Water	Sewer	Total
5/8	9,900	21,600	31,500
1	24,750	54,000	78,750
1.5	49,500	108,000	157,500
2	79,200	172,800	252,000
3	173,250	378,000	551,250
4	311,850	680,400	992,250

Out-of-Town (not part of Tri-party Agreement – subject to Town Council Approval):

Meter Size	Water	Sewer	Total
5/8	14,850	32,400	47,250
1	37,125	81,000	118,125
1.5	74,250	162,000	236,250
2	118,800	259,200	378,000
3	259,875	567,000	826,875
4	467,775	1,020,600	1,488,375

Property Owner Attestation

I understand that water consumption for my property will be monitored on a rolling 12-month basis and that payment of additional tap fees may be necessary per the above policy.

_____ _____

Signature of Property Owner or Authorized Agent Date

Contact Information:

Printed Name _____

Mailing address _____

City/State/ZIP _____

Phone _____

Quarterly Report

Police Department

Town Council Meeting Date: November 10, 2026

First Quarter FY2027: July, August, September

Please accept this as the quarterly report for the ***Police*** department

Department introduction:

The Warrenton Police Department is a state accredited, full-service law enforcement agency. We provide patrol, investigative, parking and community engagement services, The department is authorized 27 sworn police officers, 1 sworn, part-time parking enforcement officer, 1 part-time Accreditation Manager, and 3 full-time civilian employees at the positions of Property & Evidence Specialist, Records Specialist, and Operations Coordinator. Each of our employees, both sworn and civilian, is well-trained. Our personnel use up-to-date equipment to better serve our citizens.

Commendable Achievements:

The Police Department hired Brian Winkelpleck as a police officer recruit. Mr. Winkelpleck is attending the police academy with a tentative graduation date in December.



The Police Department lost several employees during the past quarter including Records Specialist Tina O'Neill (leaving industry), Corporal Heritage Whitesell (changed agencies), and Accreditation Manager Brian Larkin (retirement). The Police Department continues to aggressively recruit both certified and non-certified officers for its vacant sworn positions.

Officers Timothy Greene, William Hardy, and Emmanuel Ampaw (left to right, with Major Arnold) graduated from the Basic Law Enforcement Academy in September. They are all currently undergoing field training.



In September, Chief Carter attended the Virginia Association of Chiefs of Police (VACP) conference in Roanoke, Virginia. Attendance at a police chiefs' conference provides an opportunity to enhance leadership skills, remain informed about emerging legal and operational issues, and exchange ideas with law enforcement leaders from other jurisdictions. The information and professional relationships developed through attendance can help identify practical solutions to staffing, budgeting, training, and operational challenges. The knowledge gained will be shared with department personnel and applied, where appropriate, to improve departmental efficiency, officer development, risk management, and the quality of police services provided to the Warrenton community. Attendance is therefore an investment in effective leadership, responsible resource management, and the continued improvement of the department.

In May, Chief Carter was selected as a new member of the Virginia Law Enforcement Professional Standards Commission (VLEPSC). In September, Chief Carter attended the Virginia Law Enforcement Accreditation Coalition (VALEAC) conference in Radford, Virginia and was voted as Treasurer for VLEPSC at their quarterly business meeting the following day. VLEPSC is made up of the Virginia Sheriffs' Association, the Virginia Association of Chiefs of Police and the Virginia Department of Criminal Justice Services (DCJS). Commission members consisting of active Sheriffs and Chiefs of Police establish professional standards and administer the accreditation process by which Virginia agencies can be systematically measured, evaluated, and updated. DCJS manages the day-to-day operations for the Commission.



In the first quarter of FY27 members of the Police Department participated in and/or supplied law enforcement services for numerous special events, community engagement events, and public meetings to include TRIAD, First Fridays, Old Town After Hours, Brewfest, National Night Out, First Baptist Church Prayer Breakfast, Special Olympics' Cover the Cruiser event, St. James' Episcopal Church 1st Grade Community event, Main Street grand reopening, BLM Vigil for Action gatherings, Town Council meetings, ARB meetings, COTG meetings, citizen ride-a-longs, political gatherings/rallies, and others. Most of these events were staffed by officers who were on their day off. Warrenton PD volunteers, donating their time to benefit the Police Department, also participated in several events such as National Night Out.





Project Progress:

The Police Department has focused significantly on filling vacant positions. We have one recruit in training at our basic law enforcement academy, as well as three officers in field training. Taking this into account, we still have four sworn vacancies (15% vacancy rate). Our operational vacancy rate is 30%. The impact of this vacancy rate in sworn positions is:

- Increased use of overtime to cover shifts when officers are on leave or in training, when additional responsibilities require upstaffing (special events, special assignments, mental health emergency custody details, etc.), or to handle duties normally handled by a position that is currently vacant.
- Proactive policing of all types declines due to lack of manpower
- Increased workload and stress for existing officers
- Strain on community relations due to reduced community engagement
- Recruitment and training challenges
- Command staff and specialized personnel utilized to cover patrol and necessary tasks during times of lean staffing

These impacts are being mitigated through the hard work and dedication of WPD staff. Still, we face stiff competition, both from the public and private sector, for an increasingly smaller pool of applicants in both

sworn and civilian positions. Law enforcement agencies in our region are adapting to the changing landscape, increasing their pay, benefits, and incentives to keep pace with other agencies and attract applicants. To remain as competitive as possible, we have adjusted internal recruitment and hiring practices, and we continue working with the Town's Human Capital and Finance Departments on pay, benefits, and internal structure and cultural changes.

Charts and information:

See the included statistical reports for the months of July through September 2026.

Data:

See appended reports

TOWN OF WARRENTON

POLICE DEPARTMENT

333 Carriage House Lane • Warrenton, Virginia 20186
Telephone (540) 347-1107 • Fax (540) 341-4190

Accredited Virginia Law Enforcement Professional Standards Commission Agency

MONTHLY REPORT - JULY - 2026

	MONTH	CALENDAR	CALENDAR
	JULY	YTD '26	YTD '25
TOTAL CALLS FOR SERVICE TO INCLUDE:	1749	11126	13984
SELF INITIATED	685	4474	6621
DISPATCHED	1064	6652	7363
ACCIDENTS:	44	305	303
REPORTABLE	17	129	127
NON-REPORTABLE (No injury, under $1500 or private property)	27	176	176
ARRESTS (CRIMINAL):			
FELONY	2	19	16
MISDEMEANOR	12	84	105
TRAFFIC ENFORCEMENT (NON-CRIMINAL):			
SUMMONS	84	386	809
PARKING	234	1294	1076
WRITTEN WARNINGS	182	689	901
DRUG ARRESTS:			
FELONY	0	2	5
MISDEMEANOR	0	0	0
OVERDOSES:	0	1	2

REPORTED CRIMES JULY 2026

CLASSIFICATION

		JULY	YTD '26	YTD '25
1a	Murder and Non-Negligent Manslaughter			
1b	Manslaughter by Negligence			
2	Forcible Rape			
3	Robbery		1	
4	Assault	7	53	49
5	Burglary		2	2
6	Larceny	5	37	71
7	Motor Vehicle Theft			4
9	Arson			
10	Forgery and Counterfeiting		1	1
11	Fraud	4	32	40
12	Embezzlement	1	2	
13	Stolen Property: Buy/Receive/Possess			
14	Vandalism/Graffiti	3	39	31
15	Weapons		2	
16	Prostitution/Vice			
17	Sex Offenses	1	6	4
18	Drug Violations		1	2
19	Gambling			
20	Offenses Against Family	4	42	50
21	Driving Under Influence	3	12	11
22	Liquor Laws			
23	Drunk in Public		13	20
24	Disorderly	3	11	22
25	All Other Offenses			
26	Curfew/Loitering			
27	Runaway			
28	Reckless Driving		2	1
29	Drive suspended/revoked		2	1
30	Contempt of Court			1
31	Unauthorized use		1	
32	Hit & Run	4	23	24
33	Contributing to delinquency of minor		1	1
34	False report to police			
35	Abduction/Kidnapping		1	1
36	Shooting into Building			
37	Child Neglect			

TOWN OF WARRENTON

POLICE DEPARTMENT

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MONTHLY REPORT - AUGUST - 2026

MONTH	CALENDAR	CALENDAR
AUGUST	YTD '26	YTD '25
1725	12851	16377
648	5122	7873
1077	7729	8504
38	343	354
16	145	147
22	198	207
2	21	21
11	95	120
115	501	977
145	1439	1308
178	867	1061
1	3	6
0	0	0
0	1	3

TOTAL CALLS FOR SERVICE TO INCLUDE:
- SELF INITIATED
- DISPATCHED

ACCIDENTS:
- REPORTABLE
- NON-REPORTABLE (No injury, under $1500 or private property)

ARRESTS (CRIMINAL):
- FELONY
- MISDEMEANOR

TRAFFIC ENFORCEMENT (NON-CRIMINAL):
- SUMMONS
- PARKING
- WRITTEN WARNINGS

DRUG ARRESTS:
- FELONY
- MISDEMEANOR

OVERDOSES:

REPORTED CRIMES AUGUST 2026

CLASSIFICATION

		AUGUST	YTD '26	YTD '25
1a	Murder and Non-Negligent Manslaughter			
1b	Manslaughter by Negligence			
2	Forcible Rape			
3	Robbery		1	
4	Assault	4	57	55
5	Burglary		2	4
6	Larceny	1	38	79
7	Motor Vehicle Theft			4
9	Arson			
10	Forgery and Counterfeiting		2	1
11	Fraud	6	38	41
12	Embezzlement	2	4	1
13	Stolen Property: Buy/Receive/Possess			
14	Vandalism/Graffiti	7	46	34
15	Weapons		1	
16	Prostitution/Vice			
17	Sex Offenses		6	7
18	Drug Violations	1	2	3
19	Gambling			
20	Offenses Against Family	6	48	52
21	Driving Under Influence	3	15	13
22	Liquor Laws			
23	Drunk in Public	4	17	24
24	Disorderly	1	12	24
25	All Other Offenses			
26	Curfew/Loitering			
27	Runaway			
28	Reckless Driving		2	1
29	Drive suspended/revoked		2	1
30	Contempt of Court			1
31	Unauthorized use		1	
32	Hit & Run	2	25	27
33	Contributing to delinquency of minor		1	1
34	False report to police			
35	Abduction/Kidnapping		1	1
36	Shooting into Building			
37	Child Neglect			

TOWN OF WARRENTON

POLICE DEPARTMENT

333 Carriage House Lane • Warrenton, Virginia 20186
Telephone (540) 347-1107 • Fax (540) 341-4190

Accredited Virginia Law Enforcement Professional Standards Commission Agency

MONTHLY REPORT - SEPTEMBER - 2026

	MONTH SEPTEMBER	CALENDAR YTD '26	CALENDAR YTD '25
TOTAL CALLS FOR SERVICE TO INCLUDE:	1602	14453	18811
SELF INITIATED	486	5608	9120
DISPATCHED	1116	8845	9691
ACCIDENTS:	50	393	402
REPORTABLE	26	171	164
NON-REPORTABLE (No injury, under $1500 or private property)	24	222	238
ARRESTS (CRIMINAL):			
FELONY	5	26	23
MISDEMEANOR	11	106	127
TRAFFIC ENFORCEMENT (NON-CRIMINAL):			
SUMMONS	66	567	1061
PARKING	32	1471	1530
WRITTEN WARNINGS	125	992	1171
DRUG ARRESTS:			
FELONY	0	3	6
MISDEMEANOR	0	0	0
OVERDOSES:	1	2	4

REPORTED CRIMES SEPTEMBER 2026

CLASSIFICATION

		SEPTEMBER	YTD '26	YTD '25
1a	Murder and Non-Negligent Manslaughter			
1b	Manslaughter by Negligence			
2	Forcible Rape			
3	Robbery		1	
4	Assault	6	63	63
5	Burglary		2	4
6	Larceny	5	43	83
7	Motor Vehicle Theft	1	1	5
9	Arson			
10	Forgery and Counterfeiting		2	1
11	Fraud	4	44	45
12	Embezzlement	1	5	1
13	Stolen Property: Buy/Receive/Possess			
14	Vandalism/Graffiti	4	50	39
15	Weapons		1	
16	Prostitution/Vice			
17	Sex Offenses	1	7	7
18	Drug Violations		2	3
19	Gambling			
20	Offenses Against Family	4	52	56
21	Driving Under Influence	2	17	14
22	Liquor Laws			
23	Drunk in Public	5	22	24
24	Disorderly	1	13	24
25	All Other Offenses			
26	Curfew/Loitering			
27	Runaway			
28	Reckless Driving		2	1
29	Drive suspended/revoked		2	1
30	Contempt of Court			1
31	Unauthorized use		1	
32	Hit & Run	6	31	32
33	Contributing to delinquency of minor		1	1
34	False report to police			
35	Abduction/Kidnapping		1	1
36	Shooting into Building			
37	Child Neglect			

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

Times: 0:00:00 - 23:59:59

Traffic Study Location:

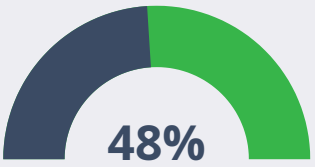
Alexandria pike NB, NB

Violators
8306

Total Vehicles	Min Speed	Average Speed	Max Speed
286338	10 MPH	27 MPH	67 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

Times: 0:00:00 - 23:59:59

Traffic Study Location:

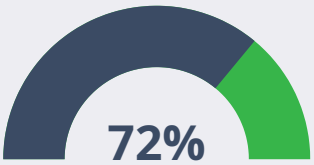
Alexandria pike SB, SB

Violators
15373

Total Vehicles	Min Speed	Average Speed	Max Speed
246254	10 MPH	27 MPH	68 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

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NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

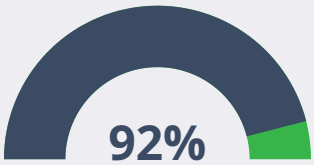
Times: 0:00:00 - 23:59:59

Traffic Study Location:

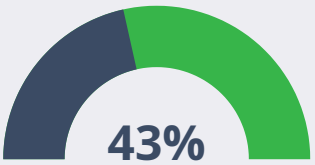
Bear Wallow, NB

Violators
15404

Total Vehicles	Min Speed	Average Speed	Max Speed
201769	10 MPH	25 MPH	99 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

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**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

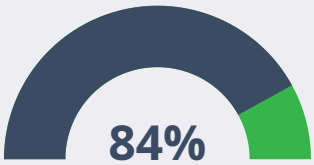
Times: 0:00:00 - 23:59:59

Traffic Study Location:

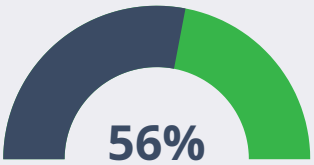
Culpeper St @ Brookshire St, NB

Violators
41319

Total Vehicles	Min Speed	Average Speed	Max Speed
256240	10 MPH	29 MPH	73 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY

SPEED LIMIT 25

Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

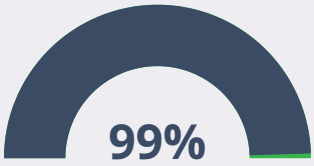
Times: 0:00:00 - 23:59:59

Traffic Study Location:

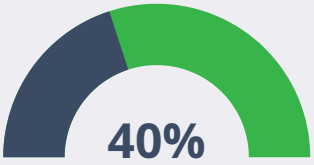
Culpeper St and Washington St, SB

Violators
1604

Total Vehicles	Min Speed	Average Speed	Max Speed
138433	10 MPH	24 MPH	57 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

Report Notes

Need to review sign location for possible capture of vehicle speed before the sign location.

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

Times: 0:00:00 - 23:59:59

Traffic Study Location:

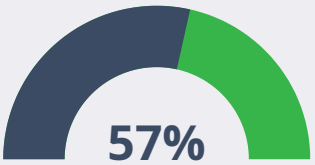
374 Falmouth St, NB

Violators
618

Total Vehicles	Min Speed	Average Speed	Max Speed
191838	10 MPH	22 MPH	56 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

Times: 0:00:00 - 23:59:59

Traffic Study Location:

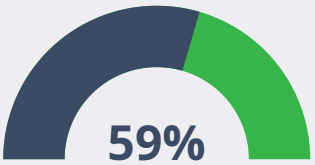
Norfolk dr southbound , SB

Violators
1419

Total Vehicles	Min Speed	Average Speed	Max Speed
31694	10 MPH	17 MPH	52 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

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NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

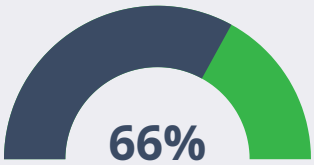
Times: 0:00:00 - 23:59:59

Traffic Study Location:

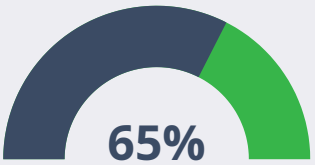
Traffic Circle South, SB

Violators
124288

Total Vehicles	Min Speed	Average Speed	Max Speed
363531	10 MPH	33 MPH	73 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

Report Notes

Sign may need to be relocated as it picks up speeds well before the sign location.

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

NEIGHBORHOOD TRAFFIC SUMMARY



Posted Speed Limit

Violation Threshold= Speed Limit + 10mph

Traffic Study Dates:

07/01/2026 - 09/30/2026

Times: 0:00:00 - 23:59:59

Traffic Study Location:

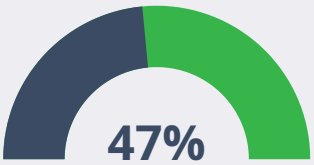
Lower Waterloo, EB

Violators
584

Total Vehicles	Min Speed	Average Speed	Max Speed
232141	10 MPH	21 MPH	63 MPH



Compliance Rate



Vehicles Slowed Down*



85th Percentile Speed**

*Vehicles that slowed down represents the number of vehicles that decreased speed in response to the radar feedback sign display.

**85th Percentile Speed refers to the maximum speed that 85% of drivers will not exceed on a given road, even if there were no speed limits, stop signs, or traffic signals.

Quarterly Report

Department of Finance & Procurement

Town Council Meeting Date: November 10, 2026

First Quarter 2027: July, August, September 2026

Department introduction:

The mission of the Department of Finance and Procurement is to promote excellence and transparency in the delivery of effective and efficient financial management services to our internal and external customers and stakeholders. This is accomplished by adhering to sound financial management practices, demonstrating integrity in all that we do, and working as a team to support the Town's mission, vision, and values.

The Department is responsible for accounting and financial reporting, budget preparation and monitoring, debt management, accounts receivable, accounts payable, payroll processing, procurement, tax billing, utility billing, collections, and investment management.

Project Progress:

Budget:

- Proposed Fiscal Year 2028 Budget:
    - The Town Manager held a budget kickoff meeting for Town departments in September where he provided his expectations for budget submissions.
        - Town department budget requests are due to Finance by November 2nd.
    - As directed by Council, applications for FY28 funding were sent to outside organizations. They are due back to the Finance Department by December 31st.
    - The Fiscal Year 2028 Budget Calendar was added to the Town website.
        - The proposed calendar provides for a public hearing on the budget during April and adoption of the budget at the May Council meeting.

Comprehensive Fiscal Policies:

- The Town Manager's revisions to the Comprehensive Fiscal Policies were reviewed with the Finance Committee and will be proposed for adoption at the November Council meeting.
    - Capital Contingency – this will be an addition to the **Capital Improvement Plan Policy, inserted as III.F, Capital Improvement Program Contingency,** to add requirements for the use of capital project contingency.
    - Budget Adoption Date - this will be a modification to the **Budget and Expenditure**

Control Policy, paragraph III.A.viii, Time for preparation and approval of budget, to provide that the budget will be adopted at the May Council meeting. This aligns the adoption of the budget with the adoption of the calendar year tax rates.

Enterprise Resource Planning (ERP) Project

- The first phase of the ERP project went live on May 5th. This phase includes purchase orders, accounts payable, budget, general ledger, and miscellaneous billing. Staff are continuing to work with departments, IT, and the software vendor on training and making adjustments to the system. Overall, we consider this phase to be a success and a step in the right direction towards greater efficiency.
- Staff continue to work on the implementation of the payroll module of the new ERP. The HRM and payroll modules will go live in January 2027.

Fiscal Year 2026 External Audit

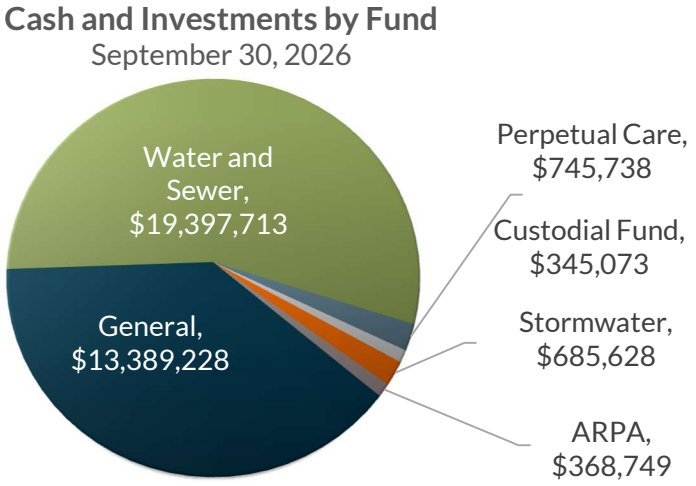
- Staff continued closing out fiscal year 2026. This was more involved this year due to the partial transition to the new ERP system. The portion of data that is in the new system made the audit process easier.
- Our external audit firm, Brown, Edwards & Company, conducted preliminary fieldwork the week of June 29th. They returned for final fieldwork in the first week of October.
- The results of the audit and the financial statements for Fiscal Year 2026 will be presented to Town Council at the December Council meeting, as required by Virginia Code.

Charts and information:

The following charts are provided based on the information contained in the **attached financial statements for the period ending September 30, 2026.**

Cash and Investments

The following chart shows the cash and investment balances for each of the Town's major funds. The total has increased by approximately $9.2 million compared to the same period last year due to the issuance of debt for General Fund and Water and Sewer Fund capital projects.



Reserve Amounts

The reserve amounts reported in this section are above the Town's adopted policy thresholds. This is due to the issuance of debt in 2026 for capital projects for the General Fund and the Water and Sewer Fund.

General Fund Unassigned Fund Balance

The council adheres to an adopted minimum unassigned fund balance policy for the General Fund equivalent to 50% of current adopted annual operating expenditure. The current estimate is provided below.

Fiscal Year	UFB as Percentage of Budgeted Operating Expenditures
FY27	63.40%

- **FY27:** The policy threshold for FY27 is $10.4 million. The current unassigned fund balance is **63.4%** of the FY27 operating budget. This is $2.8 million higher than the policy threshold.

Water and Sewer Fund Cash Balance

For the Water and Sewer fund, the Council adopted a policy to maintain a cash balance equivalent to 200 days of operating expenses.

Fiscal Year	Cash Balance Equivalent to Days of Operating Expenses
FY27	626

- **FY27:** The policy threshold for FY27 is $5.3 million. The current cash balance exceeds the policy by $11.2 million. This is equivalent to **626 days** of operating expenses.

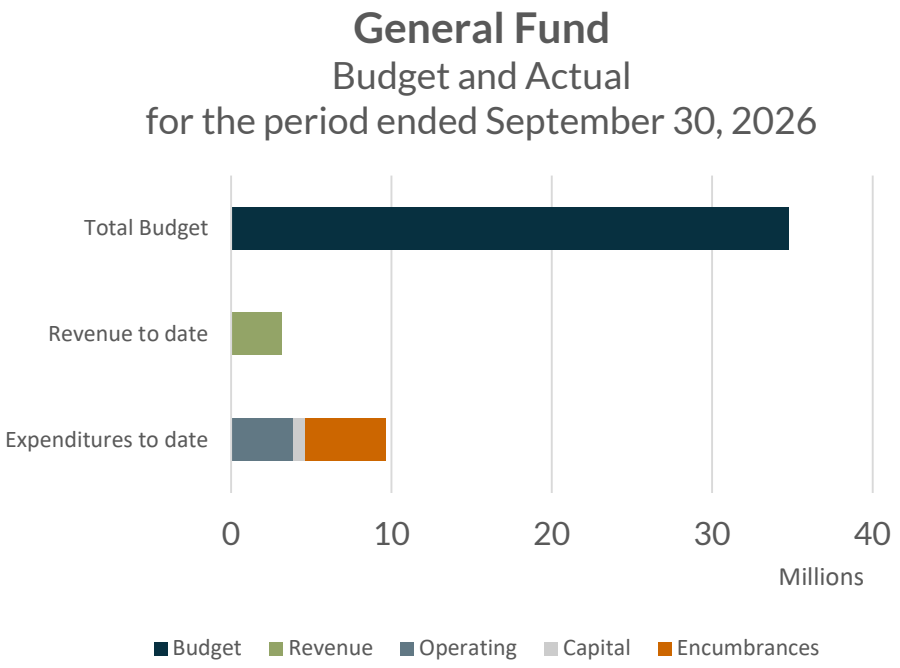
Budget and Actual by Fund

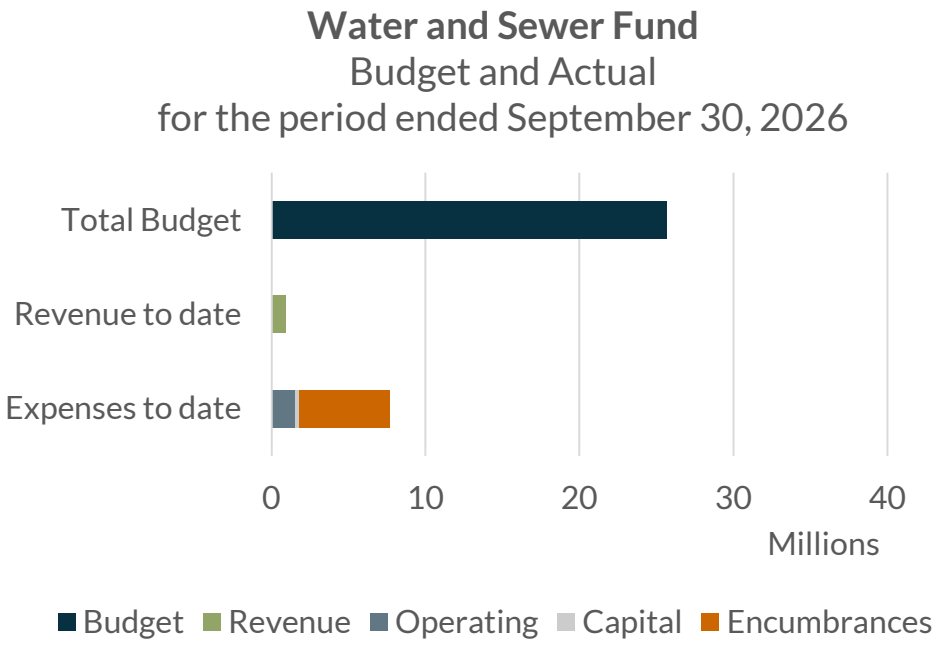
The following pages contain graphs for each fund that compare the budget to the actual revenue or expenditures recorded year-to-date. Capital projects are included for each fund. This can distort the budget-to-actual comparison, since most capital spending crosses over fiscal years.

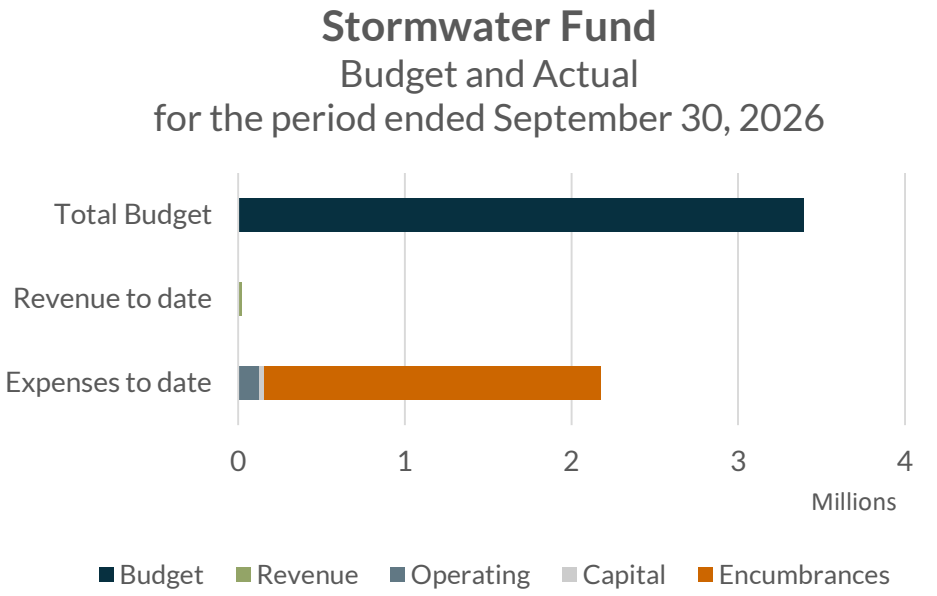
Each graph shows:

- the total budget for the fund, represented by the dark blue bar at the top of each graph.
- revenue received year-to-date, represented by the green bar.
- expenditures recorded year-to-date.
    - This is further broken down into
        - Operating (blue)
        - Capital (light gray)
        - Encumbrances (orange) – this represents the total value of purchase orders issued to vendors for services, equipment, materials, and supplies. While not part of the actual expenditure as of the end of the period, these amounts will be expended in the coming months.

Impact of Accruals for Financial Reporting
For the general fund, the accrual of revenues to the prior fiscal year for financial reporting purposes may result in those revenue categories appearing lower than the expected amount.



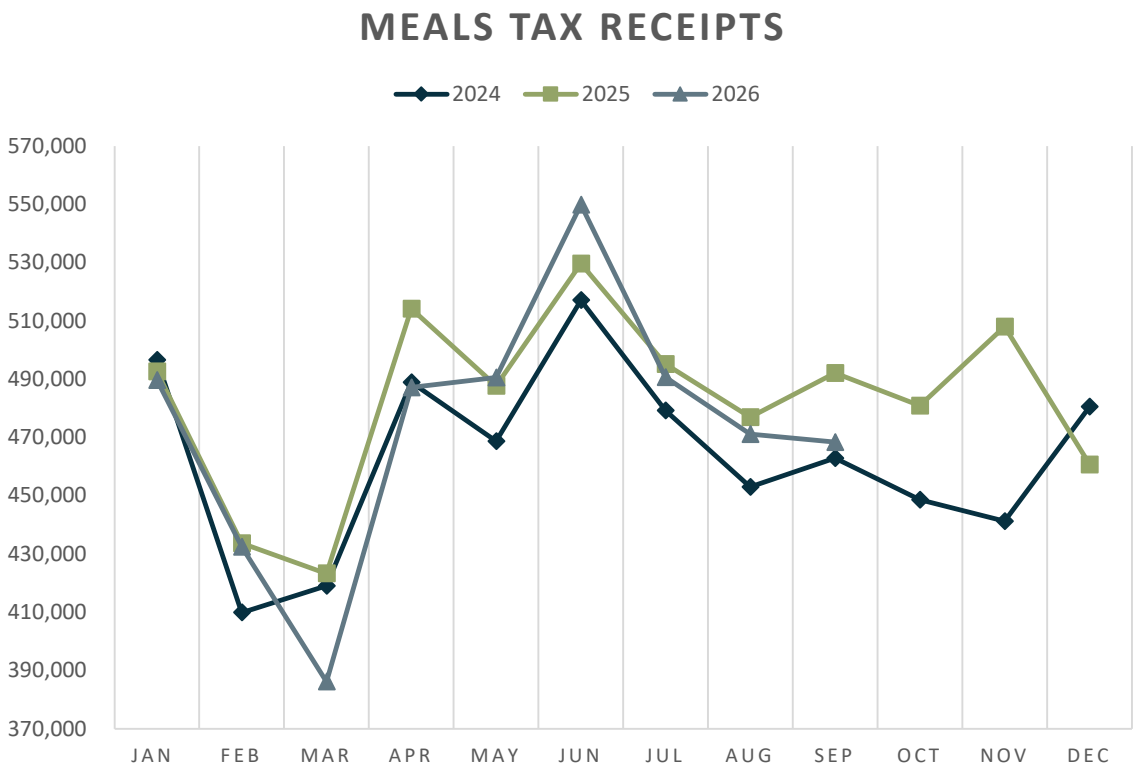

Water and Sewer Fund
Budget and Actual
for the period ended September 30, 2026
Total Budget
Revenue to date
Expenses to date
0
10
20
30
40
Millions
Budget
Revenue
Operating
Capital
Encumbrances


Stormwater Fund
Budget and Actual
for the period ended September 30, 2026
Total Budget
Revenue to date
Expenses to date
0
1
2
3
4
Millions
Budget
Revenue
Operating
Capital
Encumbrances

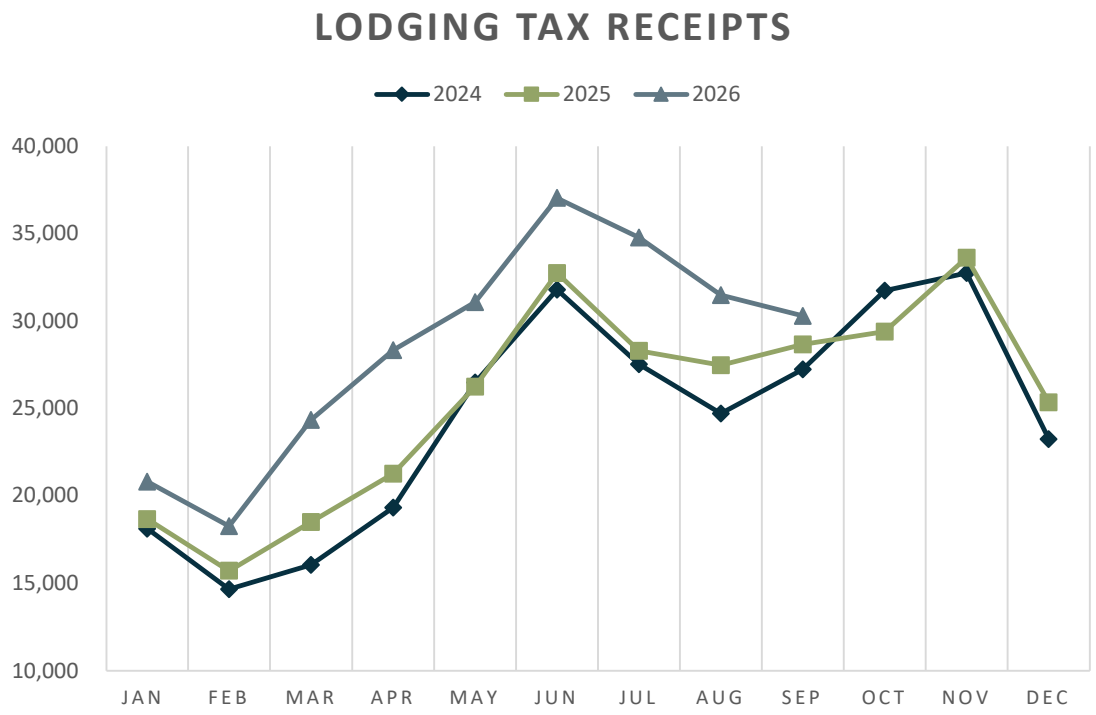
REVENUE TRENDS

A review of the monthly revenue categories is provided to assist in understanding how our current receipts compare to prior periods. The data is presented on a cash basis for the current calendar year (2026) and two prior years (2025 and 2024). The monthly revenue categories are Meals Tax, Lodging Tax, Local Sales Tax, and Utility Billing Receipts.

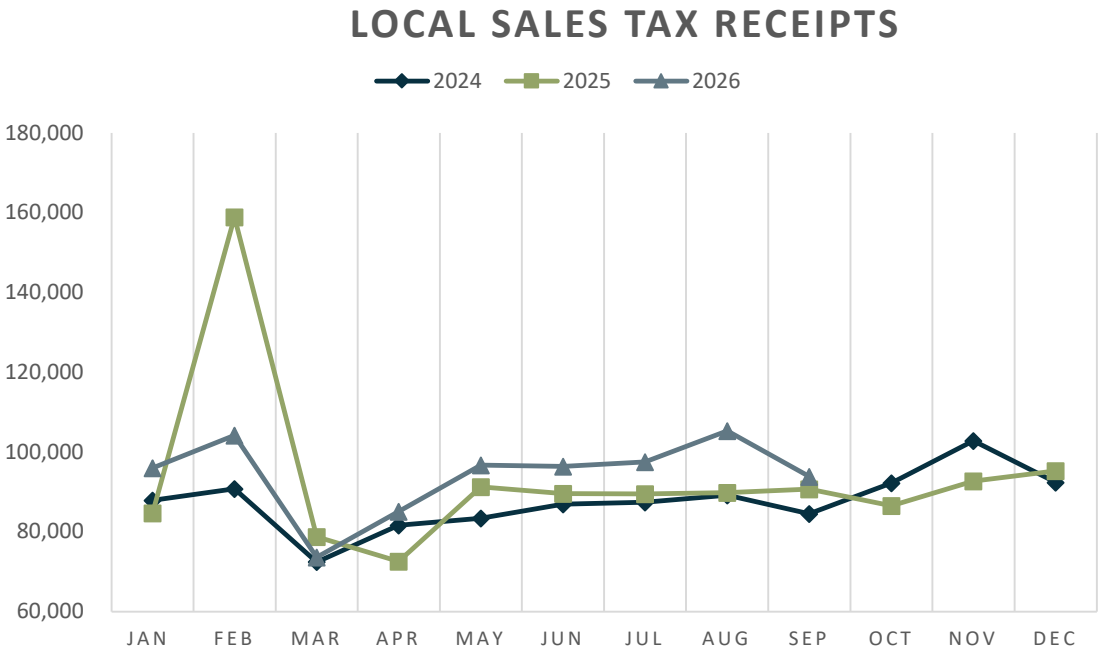
Meals Tax - This is the largest revenue source for the General Fund. Collections have declined by roughly 2.5% for 1Q27 compared to the prior year.



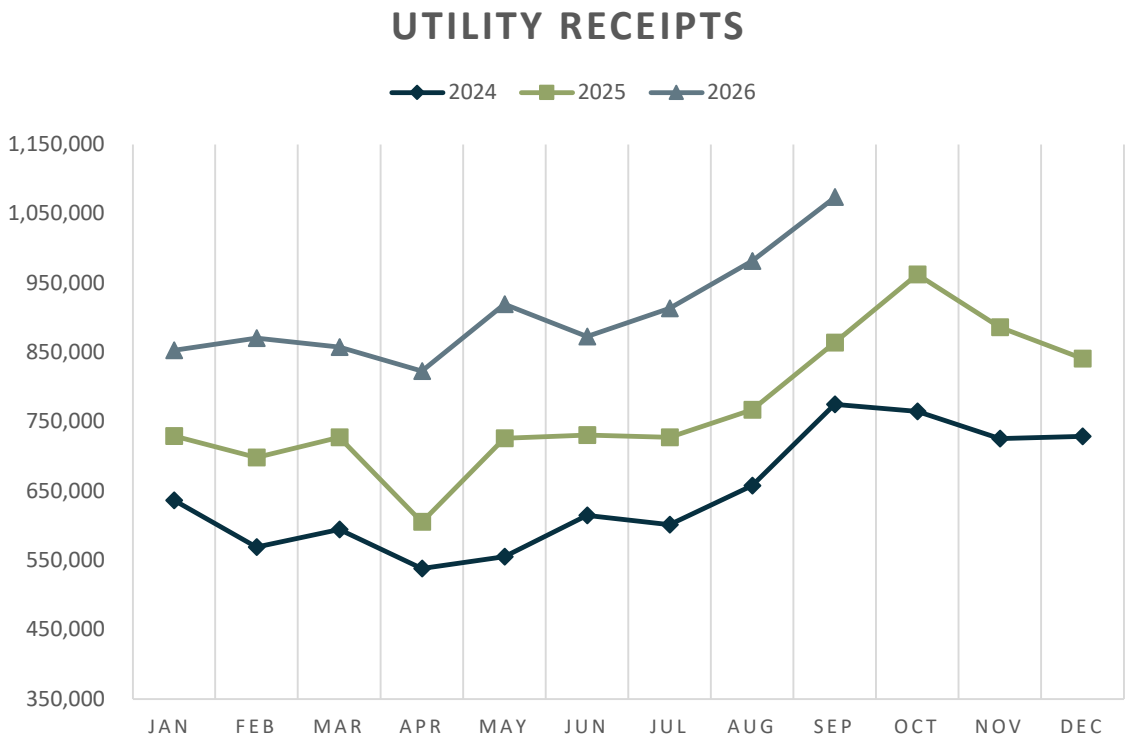
Lodging Tax – Lodging tax revenue has increased by an average of 14% for 1Q27 compared to the prior year.



Local Sales Tax – Sales Tax receipts are up by 9.8% for 1Q27 compared to the prior year. The remittance lags the month of collection by two months (e.g. – sales tax collected in December is received in February).



Utility Receipts - The chart below shows the monthly receipts for Water and Sewer bills. The increase in the August and September time frame for each year reflects the annual adopted rate increases of approximately 23% in accordance with the Water and Sewer rate study update finalized in 2023.



Data:

DELINQUENT ACCOUNT BALANCES

Real Estate Tax and Stormwater Management Utility Fee

Real Estate tax and the Stormwater Management Utility fee are due twice a year, on June 15th and December 15th. The percentage collected and unpaid balances for FY25 and FY26 are shown below:

Fiscal Year	Real Estate Tax	Percentage Collected	Unpaid Balance
FY25	2nd half, CY2024	99.7%	$1,399.53
FY25	1st half, CY2025	99.4%	$3,409.00
FY26	2nd half, CY2025	99.3%	$3,781.83
FY26	1st half, CY2026	96.9%	$30,494.60

Fiscal Year	Stormwater Utility Fee	Percentage Collected	Unpaid Balance
FY25	2nd half, CY2024	99.8%	$568.27
FY25	1st half, CY2025	99.7%	$1,199.38
FY26	2nd half, CY2025	99.2%	$2,724.25
FY26	1st half, CY2026	96.6%	$12,202.70

Personal Property Tax and Vehicle License Fee

Personal Property taxes and vehicle license fees are due once a year on December 15th. The percentage collected and unpaid balances for the December 15, 2025, billing are shown below:

Fiscal Year	Type	Percentage Collected	Unpaid Balance
FY26	Personal Property Tax	97.9%	$24,164.48
FY26	Business Personal Property Tax	94.0%	$26,734.12
FY26	Vehicle License Fee	85.7%	$34,322.89

Business License Tax

Business license renewal applications are due annually on April 15th for the license year beginning July 1. The payment for the license is due on June 30th. The percentage collected and unpaid balances are shown below for the current and last three years.

Fiscal Year	Type	Percentage Collected	Unpaid Balance
FY24	Business License 2025	99.1%	$21,027.38
FY25	Business License 2026	99.8%	$5,396.05
FY26	Business License 2027	98.7%	$30,971.82

Meals Tax

Meals Tax collectors must file for us to know the amount of tax owed. If they fail to file, we may issue a statutory assessment based on the best available information and pursue collection of that amount.

Past Due Amounts and Delinquent Filings: The Town has a total of 105 registered Meals Tax collectors (87 regular accounts, 12 farmer's market vendors, and 6 food trucks). The following businesses have past due Meals Tax balances or are not current on their filings.

Open Businesses

Balance Due Range	Business	No. of Months Past Due Filing
< $10,000	Wild Hare *	7
	Little Caesars *	2
	Weirddoughs	0

** statutory assessment issued*

Several businesses that have closed with balances due have been turned over to collections. A summary is provided below.

Closed Businesses *(Turned over to collections)*

Balance Due Range	Business
< $10,000	Fat Tuesday's
	Talk of the Mountain
> $10,000	China Jade
	Black Bear Bistro

Lodging Tax

Like Meals Tax, businesses must file for us to create an assessment. All registered collectors are current in their filings and payments.

Sales Tax

Sales tax is remitted to the State each month based on the County, not the Town, that the business is located in. The local 1% is then sent back to the County. The amount to be distributed to the Towns is determined based on the residency of school-aged children. The County retains 50% of that amount and distributes the remaining 50% to the incorporated Towns based on the percentage of school-aged children residing in each town. There is no information provided by the State regarding delinquent accounts.

Utility Billing

The total delinquent balance has increased by $89,250 compared to September 2025. This represents a 64% increase. The rise in the delinquent balance is partially due to the 23% rate increase effective July 1, 2026. Another contributing factor is that the Town did not perform cut-offs in September due to staff availability.

	September 30, 2025	September 30, 2026	Incr./(Decr.)
Over 30	108,607	141,738	$ 33,131
Over 60	28,087	50,501	22,414
Over 90	2,912	36,618	33,706
Total	$ 139,606	$ 228,856	$ 89,250

Quarterly Report

Facilities & Fleet

Town Council Meeting Date: November 10, 2026

First Quarter: July, August, September

1. Department Introduction

The Facilities & Fleet Management (FFM) Division of the Town of Warrenton is responsible for the maintenance and repair of all town-owned assets. These assets include more than 20 properties, over 400 fleet vehicles, and various other facilities and equipment, including parks, traffic safety devices, and traffic signals.

The division's six-member team provides cost-effective, reliable services that support the safe operation, maintenance, and preservation of the town's infrastructure and assets.

2. Commendable Achievements

The Facilities & Fleet Management Division remains committed to professional development, ongoing training, and maintaining relevant certifications. During this reporting period, all team members completed bio-based certification programs in both facilities and fleet management. These programs are offered at no cost to the town through a partnership with the U.S. Soybean Board.

The team's dedication to continuous learning and professional development demonstrates its commitment to operational excellence, responsible resource management, and delivering high-quality services to the Town of Warrenton.

3. Project Progress

A. Fleet Asset Replacements

Fleet replacement projects initiated during the previous fiscal year have been completed, and the replacement vehicles are now in service. These complete replacements support the town's ongoing efforts to maintain a reliable, functional, and effective fleet.

B. Traffic Signal Updates

Supplies for the traffic coordination and automated traffic management system project have been delivered, and installation activities are underway. Once completed, these improvements will support ongoing efforts to enhance traffic coordination and management throughout the town.

The Town plan to install the detection system along Lee Highway the second week of November. At time the signals will be removed from recall mode, and signal timings will be installed. This will make the traffic signals more efficient and better manage the peek flows.

C. Sign Replacement and Traffic Monitoring

The division continues to replace signs that do not meet applicable standards, in accordance with the established sign replacement program. This work includes replacing malfunctioning radar signs and installing additional signs when traffic studies identify a need.

D. Sign Replacement Program

During July 1 through September 30, 2026, reporting period, the Facilities & Fleet Management Division replaced more than 125 signs that did not meet applicable standards. This continued effort supports traffic safety, improves the visibility and reliability of traffic signage, and helps ensure that the town's sign infrastructure remains compliant with applicable requirements.

4. Summary

During the third quarter of calendar year 2026, the Facilities & Fleet Management Division continued to make progress in fleet asset management, traffic safety initiatives, infrastructure maintenance, and employee professional development. Key accomplishments included completing fleet vehicle replacements initiated in the previous fiscal year, replacing more than 125 noncompliant signs, and advancing installation work for the traffic coordination and automated traffic management system.

Through continued collaboration, citizen engagement, and proactive maintenance efforts, the division remains committed to providing reliable, cost-effective services and supporting the Town of Warrenton's operational needs and community priorities.

Quarterly Report

Parks and Recreation

Department

Town Council Meeting Date: November 10, 2026.

First Quarter FY-2027: July, August, September

Please accept this as the quarterly report for the Parks and Recreation Department

Department introduction:

The Town of Warrenton Parks and Recreation Department's mission is to enhance the quality of life by connecting the community to accessible services, diverse programs, and well-maintained parks and facilities. In alignment with the vision of *Plan Warrenton 2040*, we support a healthy, connected, and vibrant community by providing inclusive spaces and opportunities that promote physical, mental, and social well-being.

We strive to be a leading provider of high-quality recreational programs, services, and facilities in the Town of Warrenton, contributing to a strong sense of place and community where residents and visitors can **GATHER**.

Our values guide this work:

- **Growth** – Embracing innovation and new ideas to enhance services
- **Accessibility** – Ensuring all community members feel welcome, safe, and valued
- **Teamwork** – Collaborating effectively across departments, organizations and community members to achieve shared goals
- **Health and Wellness** – Promoting physical, mental and emotional well-being through recreational opportunities
- **Excellence** – Striving for the high standards in all aspects of service delivery
- **Respect** – Treating all individuals and the environment with dignity, fairness and kindness

Through our parks, programs, and facilities, we support the Town's long-term vision of providing high-quality, accessible community amenities that serve residents of all ages and abilities.



Commendable Achievements

Community Health & Wellness

- **Summer Swim Lessons:** Launched a new session in July with 38 classes and 159 participants across skill levels, supporting water safety education and continued demand for aquatic programming. The Junior Lifeguard camp welcomed six participants.
- **Group Fitness:** Expanded the summer group fitness schedule with several new classes and an additional instructor, providing more opportunities for residents to stay active.
- **Pedaling for Parkinson's:** Began a partnership with the Davis Phinney Foundation to bring Pedaling for Parkinson's to the WARF, expanding opportunities for individuals with Parkinson's disease to participate in physical activity.
- **Health and Wellness Workshops:** Offered the StrongHER workshop (13 participants), a vascular health workshop and screening with the Vascular Health Association (12 participants), and Gravity Happens, a fall prevention workshop (27 participants).
- **9/11 Memorial Stair Climb:** Welcomed 32 participants to the WARF for a commemorative stair climb honoring the 25th anniversary of those lost on September 11, 2001.
- **Aquatics and Swim Teams:** Welcomed the return of Nation's Capital Swim Club and Northern Aquatic Swim Club for their new club seasons, along with the Brookside Hurricanes' off-season practices. The WARF also hosted a swim meet for swimmers and spectators.





Community Gathering & Engagement

- **Puzzle Wars:** Continued the popular team puzzle competition, drawing 13 teams in July, 12 in August, and 13 in September. The July winning team completed a 500-piece puzzle in 55 minutes!
- **Cardboard Boat Race:** Hosted a Cardboard Boat Race with nine teams participating in this creative recreational event.

- **Movie in the Park:** Welcomed approximately 140 attendees to Rady Park for a screening of Encanto, with free popcorn and Kona Ice provided courtesy of the PATH Foundation.
- **Food Truck Wednesdays:** Continued the series in September. Despite weather-related challenges, one evening drew approximately 100 attendees, providing a community gathering opportunity and supporting local vendors.
- **Community Events:** Participated in First Fridays in August and September, supported the annual National Night Out at the WARF parking lot, and helped deliver the Main Street Project Ribbon Cutting and Grand Reopening in partnership with Experience Old Town Warrenton and other town staff at the end of September.





Partnerships & Community Connections

- **Community Garden Celebration:** Attended the July opening celebration recognizing the Master Gardeners' work on the community garden.
- **Beats for Backpacks:** Partnered with Fauquier FISH to host a POUND© class supporting local students through school supply donations and sponsored, filled backpacks.
- **Light the Way: A Community Walk for Hope:** Participated along with the Fauquier County Mental Health Association and Fauquier County Parks & Recreation in a community walk recognizing World Suicide Prevention Day. Participants shared messages of hope, encouragement, support, and remembrance along the Greenway.
- **Warrenton Arts Council Block Party:** Participated in the Block Party and Mural Ribbon Cutting celebrating the "Warrenton is for Dreamers" mural and the new plaques and reflection space at the Horner Street entrance to Eva Walker Park.





Operational Excellence

- **WARF Annual Shutdown**: In collaboration with the Capital Asset Management department, we conducted annual deep cleaning and maintenance, including light replacements, tile replacement and cleaning, and competition pool window tinting, while major leisure pool work was underway.
- **Tyler Asset Management:** Began configuration of Tyler's asset management, work order, service request, and inventory modules in collaboration with IT and other Town departments to support more consistent maintenance tracking and planning.
- **Mobile Recreation Planning:** Received a surplus van from Fleet for future conversion into a mobile recreation vehicle, creating an opportunity to bring programming and engagement into community spaces

Project Progress

Facility & Asset Improvements (Plan Warrenton 2040 Alignment: High-Quality Community Amenities, Infrastructure Investment)

- **Recovery Room:** Continued work on a dedicated Recovery Room at the WARF to expand health and wellness offerings through therapeutic recovery services, including red light therapy, cryotherapy, hydromassage, compression therapy, and trigger point treatment, designed to support physical recovery, reduce discomfort, and promote overall wellness.
- **Leisure Pool Replaster and Water Play Structure Replacement**: Began both projects during the WARF shutdown. As of the end of September, the leisure pool and spa remained closed during project completion, with reopening then estimated for late October, subject to project progress and water conditions.
- **Eva Walker Park Basketball Court:** Completed restriping of the basketball court to improve the playing surface markings.
- **Academy Hill Pickleball Court:** Completed resurfacing and restriping of the pickleball court.
- **Park and Trail Improvements:** Coordinated with Capital Asset Management and Public Works departments, as well as community partners on trail repaving around the WARF, mulch replacement at Sam Tarr Playground, and landscaping improvements around the Fun For All Playground, along with water fountain repairs at several of the parks.





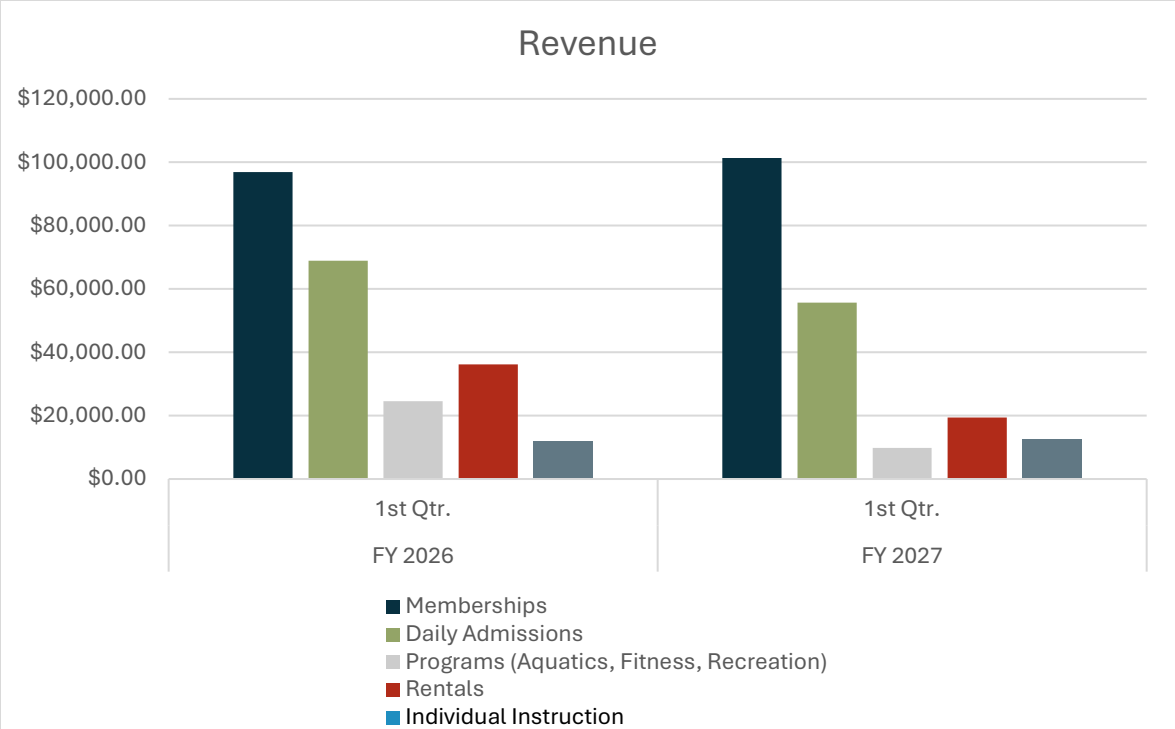


Parks & Recreation System Planning (Plan Warrenton 2040 Alignment: Community Facilities, Quality of Life, Long-Range Planning)

- **Parks & Recreation Master Plan:** Held a Visioning Workshop in August to help inform future priorities, implementation strategies, and long-range planning for Town parks and recreation services.
- **Skatepark Replacement Planning:** Hosted a community outreach event in August to gather feedback on the existing skatepark and potential replacement options.

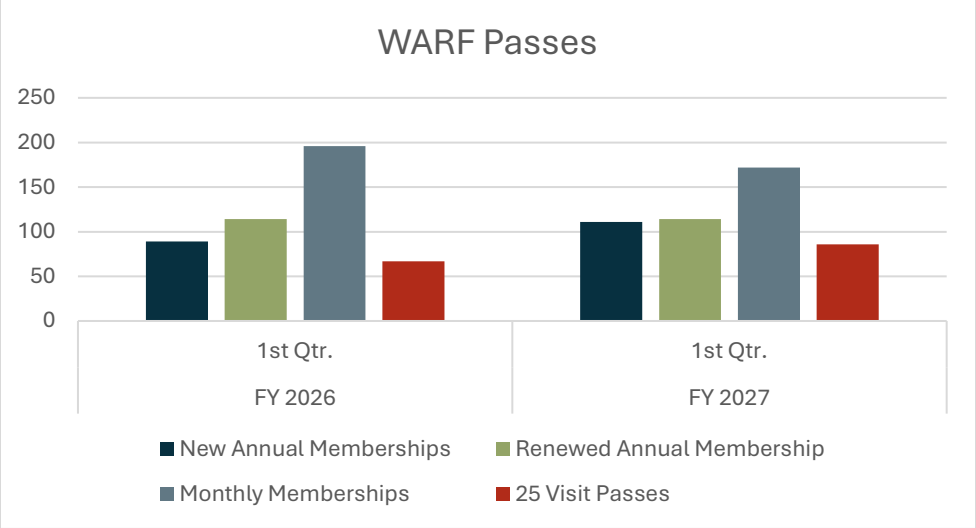
Charts and Data

- **Revenue:** First-quarter FY2027 revenue totaled $221,445, a decrease of approximately 16% compared to the first quarter of FY2026. The largest declines occurred in rentals, program revenue, and daily admissions. These decreases coincided with the WARF's extended leisure pool closure for replastering and water play structure replacement, which limited some programming and rental opportunities. Despite these challenges, membership revenue increased by approximately 5%, multi-visit pass revenue increased 21%, and individual instruction or personal training revenue increased approximately 6%.

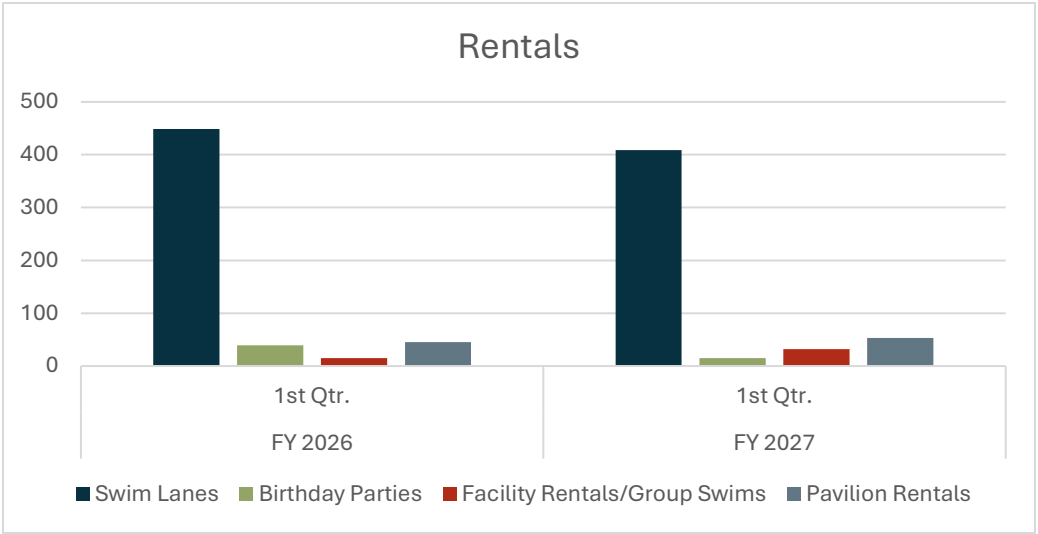


- **WARF Passes:** Membership activity demonstrated continued engagement during the first quarter. New annual membership sales increased 25% compared to FY2026, while annual renewals remained steady at 114. Sales of 25-visit passes increased 28%, although monthly memberships declined 12% and the annual membership renewal rate decreased from 57% to 51%. This may be a result of moving from multiple pass sales per year to just one in November. Previously we had a pass sale in August-September. Daily admissions declined

18%; however, overall facility check-ins increased slightly by 1%, reflecting continued use of the WARF despite the ongoing leisure pool closure.



- **Programs:** Fitness programming experienced significant growth during the first quarter, with 8,518 class participants compared to 4,811 during the same period last year, a 77% increase, while the number of classes offered increased only 2%. Specialty class participation doubled, and recreation program participation increased 119%, reflecting continued interest in health, wellness, and community programming. Aquatics participation declined approximately 52%, with fewer classes offered due to the facility shutdown and ongoing leisure pool improvements.
- **Rentals:** Rental activity reflected mixed trends during the first quarter. Pavilion rentals increased 18%, and facility rentals/group swims more than doubled compared to FY2026. Birthday parties declined 62%, while swim lane rentals decreased 9%. No field rentals were recorded during the quarter. The extended leisure pool closure likely affected some rental opportunities, particularly birthday parties.



Additional Supporting Data:

TOWN OF WARRENTON
Parks & Recreation

Revenue Summary					
	FY 2025 1st Qtr.	FY 2026 1st Qtr.	FY 2026 YTD	FY 2027 1st Qtr.	FY 2027 YTD
Memberships	$92,745.84	$96,871.42	$677,928.38	$101,366.11	$101,366.11
MVPasses	$10,080.70	$11,320.00	$81,955.67	$13,700.00	$13,700.00
Daily Admissions	$63,341.00	$68,870.00	$413,337.00	$55,712.00	$55,712.00
Group Fitness 15 Class Pass	$1,890.00	$2,250.00	$12,995.00	$2,400.00	$2,400.00
Programs (Aquatics, Fitness, Recreation)	$31,527.50	$24,537.88	$237,611.91	$9,856.23	$9,856.23
Rentals	$41,149.84	$36,213.50	$345,734.28	$19,455.00	$19,455.00
Individual Instruction	$8,739.00	$11,905.00	$71,036.00	$12,582.00	$12,582.00
Merchandise	$1,346.89	$1,314.60	$13,473.76	$960.85	$960.85
Sponsorship/Grant/ Ad Sales	$900.00	$2,900.00	$22,100.00	$0.00	$0.00
Park Rentals and Events	$2,135.00	$4,122.50	$16,510.00	$2,970.00	$2,970.00
Vending Commission	$2,408.82	$3,017.23	$15,649.65	$2,443.17	$2,443.17
End of period	***$256,264.59***	***$263,322.13***	***$1,908,331.65***	***$221,445.36***	***$221,445.36***

Monthly Memberships/25 Visit Passes/Admissions Sales Summary					
	FY 2025 1st Qtr.	FY 2026 1st Qtr.	FY 2026 YTD	FY 2027 1st Qtr.	FY 2027 YTD
New Annual Memberships	108	89	452	111	111
Renewed Annual Membership	126	114	513	114	114
Renewal Rate	54%	57%	54%	51%	51%
Monthly Memberships	157	196	789	172	172
25 Visit Passes	74	67	325	86	86
Group Fitness 15 Class Pass	16	15	48	16	16
Daily Admissions	10,117	9,840	36,890	8,065	8,065
Total Number of Check-ins	26,495	29,134	118,827	29,515	29,515

Monthly Programming Summary					
	FY 2025 1st Qtr.	FY 2026 1st Qtr.	FY 2026 YTD	FY 2027 1st Qtr.	FY 2027 YTD
Aquatic Classes Offered	89	84	293	44	44
Number of Participants in Aquatic Classes	375	345	1248	165	165
Fitness Classes Offered	658	650	2,588	665	665
Number of Participants in Fitness Classes	6006	4,811	27,646	8,518	8,518
Specialty Classes Offered	4	3	15	5	5
Number of Participants in Specialty Classes	21	17	75	34	34
Recreation Programs/Events Offered	6	5	26	6	6
Number of Participants in Recreation Programs/Events	60	58	648	127	127

Rentals					
	FY 2025 1st Qtr.	FY 2026 1st Qtr.	FY 2026 YTD	FY 2027 1st Qtr.	FY 2027 YTD
Swim Lanes	768	449	5,308.25	408.75	408.75
Birthday Parties	54	39	177	15	15
Facility Rentals/Group Swims	37	15	78	32	32
Pavilion Rentals	35	45	144	53	53
Field Rentals	0	13	26	0	0

Quarterly Report

Department

Town Council Meeting Date: November 10, 2026

First Quarter 2027: July, August, and September

Please accept this as the quarterly report for the department

The Department of Community Development is involved in a number of day-to-day activities including:

- Site plan and plat reviews
- Zoning Determinations/Zoning Verifications
- Processing of legislative applications (Special Use Permits, Rezonings, Certificates of Appropriateness, and Variances)
- Staffing of various boards and commissions (Planning Commission, BZA, ARB, LBBCA, Tree Board, Warrenton Arts Group, etc.)
- Enforcement (zoning, property maintenance, and building codes)
- Fire prevention inspection program
- Permitting (signs, building, zoning, business license review)
- Building inspections associated with building permits
- Fire Safety Inspections

Over the first three (3) months of FY2027, the department processed 29 business license applications, 14 sign permits, 28 zoning permits, 33 land development project reviews, 2 pre-application meeting requests, 149 building permit reviews and 1,066 associated inspections, processing of legislative applications (Zoning Ordinance Text Amendments, Special Use Permits, Certificates of Appropriateness, Rezonings). The department continues to perform zoning, building, and property maintenance enforcement. The Building Inspector, Fire Official, Building Official, and Director handle off-hour emergencies, special event inspections when food vendors and/or amusement devices are anticipated, property maintenance issues and zoning enforcement.

1) **Project Progress:**
   - Zoning Ordinance Rewrite – Work with Consultant to Prepare Module 2 for Public Review.

- Septic Remediation Committee: Continue working with DEQ to move forward with public sewer connections (15 connections). Connections have been completed.
- Warrenton Arts Commission: Monthly meetings

2) Data:

Legislative Applications/Special Projects

Architectural Review Board

- Four (4) meetings held (includes one (1) special meeting).
- Certificates of Appropriateness: 7 Legislatively Approved Applications – 1 Legislative Application Deferred
    - 24 Administratively Approved COA Applications.

Local Board of Building Code Appeals

- No meetings held over the first three months of FY27.

Planning Commission

- Two (2) Work Session Items – July 2026.
- Two (2) Regular Meetings – July 2026 and August 2026.
- Two (2) SUP Application Submission
    - SUP-26-3 PlayVerse LLC.
    - SUP 26-1 Dominion Power
- Two (2) Rezoning Public Hearings
    - ZMA 26-1 18 Court Street
    - ZMA 26-2 10 Hotel Street

Town Council

- Planning Commission Meeting Updates
- ZOTA-26-1 Zoning Ordinance Text Amendment Central Business District Lodging and Clubs
- SUP-26-1 Dominion Energy SUP
- ZMA-26-1 18 Court Street Rezoning
- ZMA-26-2 10 Hotel Street Rezoning
- SUP-26-3 PlayVerse SUP
- Worksessions
    - Town Code Text Amendment Noise

- Town Code Text Amendment Polystyrene Containers

2 Pre-Application Meetings

- Power Trucks USA (PRE-26-12)
- FAUQ-5 Fiber Cabinet (PRE-26-13)

Zoning Applications/Permits

14 Business Licenses
5 Sign Permits
15 Zoning Permits
14 Zoning Inspections

33 Land Development Projects

- Warrenton Crossing Temporary Storage (SDP-26-5)
- Warrenton Crossing Concrete Washout (SDP-26-6)
- Warrenton Crossing Floodplain Study (STDY-26-2)
- Oak Street Subdivision Boundary Line Adjustment (BLA-25-4)
- Oak Street Subdivision Easement Plat (ESMT-25-1)
- Oak Street Subdivision Final Plat – 37 Oak St. (FP-25-4)
- Oak Street Subdivision Administrative Plat – Lot 3 (PLAT-25-3)
- Oak Street Subdivision Lots 7 & 8 Final Plat (FP-26-4)
- Oak Street Subdivision Bonding (SDP-24-14)
- Oak Street Subdivision Legislative Waiver (LWAV-26-1)
- Cedar Ridge Subdivision Final Plat Phase II (Formerly Cobb's Hill) FP-26-1)
- Cedar Ridge Phase II Bonding (SDP-24-20)
- Arrington Subdivision Preliminary Plat (PP-25-1)
- Arrington Subdivision Sanitary Pump Station Site Plan & Mechanical Plan (SDP-26-20)
- James Madison Highway Public Improvements Plan (Part of Arrington) (SDP-26-23)
- Arrington Floodplain Study (STDY-26-1)
- Waterloo Junction Easement & Final Plat (ESMT-25-5 & FP-25-5)
- WARF Signage (SDP-26-28)
- Playverse Site Plan (SDP-26-27)
- 535 Winchester Street Subdivision Site Plan (SDP-26-18)
- 535 Winchester Street Subdivision Final Plat (FP-6-3)
- This N That Amish Outlet Site Plan (SDP-26-15)
- Sheetz As-Built Plan (ABLT-26-1)
- Fauquier High School Easement Plat (ESMT-25-7)
- 62 Washington Street Consolidation (PLAT-26-1)

- Highland School Lighting Amendment (SDP-26-25)
- Walter Story Property Boundary Adjustment (BLA-25-5)
- 200 Waterloo Street Administrative Division (PLAT-25-1)
- 135-143 Haiti Street Subdivision Plat (PLAT-26-2)
- 54 E Shirley Ave Fiber Box (SDP-26-26)
- Home Depot Site Plan (SDP-26-1)
- Warrenton Village Center Site Plan (SDP-26-24)
- Taylor Middle Schol Landscaping Revision (SDP-24-7)

10 Special Projects

- Site visits with homeowners and business owners to discuss concerns and/or permitting for their projects.
- Site visits with homeowners and business owners to discuss active zoning violations and remedies.
- Site inspections for occupancy approvals, as-built plan reviews, and bond reduction requests.
- Zoning staff facilitated meetings between the Public Works Department and the Engineering firm for various projects to coordinate review comments for site plans.
- Zoning staff attended several meetings with developers to discuss various projects and their status or next steps
- Coordination and meetings on current enforcement cases and actions.
- Zoning Official continues to manage the Community Development website and the Opengov permit portal.
- Coordination & document production for FOIA Requests.
- Continuing education & training – VAZO Annual Conference, VAZO Regional Training, Legislative Updates.
- Zoning Ordinance Update – Module 1 & Module 2.

Building Applications/Permits

Fire inspections completed for Business license applications.

- 29 Records created
- 21 Inspections done
- 26 Permits issued

Annual fire prevention inspections

- 10 Records created
- 21 Initial Inspections done

Code enforcement

- 56 Records created
- 85 Inspections done
- 107 Active Cases

Building permits

- 149 Records Created
- 1,066 Inspections done
- 178 Permits issued

Amusement Device

- 7 Records created
- 6 Inspections done
- 6 Permits issued

Fire Permit

- 0 Records created
- 0 Inspections done

Property Maintenance Update – 92 Active Enforcement Cases

Please contact Community Development Staff for information regarding enforcement cases

Within the Historic District

ENFC-26-72 – 56 East Lee St. Property maintenance complaint. We received a complaint from the WPA. They are currently rebuilding from a fire. WPA clarified that the issue is dumpsters. We have spoken to the property owner, and he is working to address the issues.

ENFC-26-52 – 363 Culpeper St. Property maintenance complaint. We received a complaint from WPA. Property owners have applied for and have been issued a COA and building permit and are working on the project.

ENFC-26-51 – 360 Culpeper St. A fire occurred at the property. The property owners have applied for and been issued permits and are working on the project.

ENFC-26-45- 391 Falmouth St. Work without permit.

ENFC-25-116 – 134 Main St – We received a complaint regarding the deck on the rear of the property. The property owner is working with the Preservation Planner on obtaining a COA

ENFC-25-17 – 29 Main St – We received a complaint about peeling and chipping paint. The property owner advised that once the mural is complete, he will address the issues.

ENFC-25-5 – 11 S. Calhoun St – Trash complaint. The property owner has been working with staff to address the concerns.

ENFC-24-143 – 51 East Lee St – Zoning

ENFC-24-138 – 220 Culpeper St – Zoning

ENFC-24-92 – 17 South Fifth St – Property maintenance – We received a complaint regarding peeling paint

ENFC-24-79 – 23 South Fifth St – Property maintenance – We received a complaint regarding peeling paint.

ENFC-24-44 – 329 Falmouth St – Property maintenance - We received a complaint regarding peeling paint. The property owner has been working with Habitat for Humanity, and the work has begun.

ENFC-24-32 – 92 Winchester St. – Work without permit.

ENFC-23-99 – 3 Hotel St. – Property maintenance. The case has gone through court.

ENFC-23-73 – 45 Winchester St. – Case has gone through court

ENFC-23-37 – Third St. parking lot – Zoning

ENFC-22-40 – 69 South Fourth St – Fire. The new property owner is working with the Preservation Planner to obtain a COA

Outside of the Historic District

ENFC-26-147-10 Walker Drive, Unit 201- Property Maintenance- Complaint received regarding water damage due to a leak in the ceiling. Town staff spoke with the property management company, and they stated they will investigate the issue. Staff left a message with the tenant to schedule an inspection.

ENFC-26-146- 123 Greenway Ct- Property maintenance/inoperable vehicle- Complaint received regarding a falling down fence and inoperable vehicles. The property owner stated she was getting quotes to repair the fence and will be selling inoperable vehicles.

ENFC-26-142- 767 General Wallace Ct- Expired building permit- Spoke with the contractor they will contact the homeowner to schedule an inspection.

ENFC-26-141- 291 Jackson Street- Expired building permit- Message was left for applicant on October 7, 2026, to schedule their inspection.

ENFC-26-140- 750 Race Course Rd- Expired building permit- Working with contractor to schedule final inspection.

ENFC-26-139- 520 Cardinal Ln- Expired building permit- Final inspection requested.

ENFC-26-136- 50 Walker Drive- Property maintenance- Site inspection was conducted working with property management company to address drainage issues.

ENFC-26-135- 361 Dover Rd- Tall Grass- Grass was mowed, case will remain open until mowing season is over.

ENFC-26-133- 105 West Lee Hwy- Tall Grass- Grass was mowed, case will remain open until mowing season is over.

ENFC-26-132- 94 Alexandria Pike- Building damage due to vehicle crash- Building permits have been obtained and construction is in progress.

ENFC-26-127- 252 Onyx Way- Work without permit- Courtesy letter has been mailed.

ENFC-26-126- 34 Warrenton Blvd- Property Maintenance- Courtesy letter sent, working with property owner to abate violations.

ENFC-26-122- 379 Wilson Street- Expired building permit- Progress inspection was completed.

ENFC-26-121- 763 Cherry Tree- Property Maintenance- Property was force mowed and damaging growth of ivy and weeds was removed from the structure. Further enforcement required.

ENFC-26-118- 328 West Lee Hwy- Work without permits- Permit submitted waiting for fees to be paid.

ENFC-26-117- 330 Gay Rd- Expired building permit- Working with contractor to schedule final inspection.

ENFC-26-103-Warrenton Village Center- Building damage due to vehicle crash-Property management working on repairs.

ENFC-26-94-532 Langston Ln- Work without permit- Deck being constructed without permit. Permit has been applied for.

ENFC-26-93- 31 Pepper Tree Ct- Work without permit- Fence being constructed without permit.

ENFC-26-85- 108 Moffett Ave- Expired building permit- Courtesy letter sent.

ENFC-26-84- 108 Moffett Ave- Expired building permit- Courtesy letter sent.

ENFC-26-80- 460 Oliver City Rd- Tall Grass-Property force mowed. Will remain open until mowing season is over.

ENFC-26-77- 656 Broadview Ave- Tall grass- Property force mowed. Will remain open until mowing season is over.

ENFC-26-70 – 327 Oak Springs Dr. – Property maintenance. The case is working its way through the court system process.

ENFC-26-56 – 476 Fletcher Drive – Work without permit. Sign was installed without a permit.

ENFC-26-48 – 433 Falmouth St – We received a complaint regarding unsafe structures. Buildings have been taken down and the property owner is working on a plan to have the debris and vehicle removed.

ENFC-26-47 – 105 Aviary St. – Expired building permit BLDG-23-341

ENFC-26-43 – 162 North View Circle – Expired building permit BLDG-23-256

ENFC-26-42 – 288 Amber Circle – Expired building permit BLDG-23-252

ENFC-26-41 – 364 Equestrian Rd – Expired building permit BLDG-23-268

ENFC-26-39 – 465 Estate Ave – Expired building permit BLDG-23-218

ENFC-26-38- 370 Hidden Creek Ln – Expired building permit BLDG-23-182

ENFC-26-37 – 108 Aviary St. – Expired building permit -BLDG-23-136

ENFC-26-36 – 318 Fox Chase St. – Expired building permit BLDG-23-89

ENFC-26-35 – 32 Singleton Cir. – Expired building permit BLDG-23-77

ENFC-26-32 – 729 Bear Wallow Rd. – Expired building permit BLDG-23-19

ENFC-26-31 – 511 Highland Towne Ln. – Expired building permit BLDG-22-1235

ENFC-26-29 – 705 Bear Wallow Rd. – Property maintenance. Property owner has permits and is actively working on the structure.

ENFC-26-23 – 569 Frost Ave Unit 599 – Expired building permit BLDG-24-264

ENFC-26-16 – 69 Moffett Ave. – Expired building permit BLDG-22-1044

ENFC-26-15 – 394 Cannon Way – Work without permit

ENFC-25-123 – 712 Cedar Crest Dr. Unit C – Work without permit

ENFC-25-122 – 712 Cedar Crest Dr. Unit B – Work without permit

ENFC-25-121 – 708 Cedar Crest Dr. Unit C - Work without permit

ENFC-25-111 – 29 Fairfax St – Property maintenance – Demand letter has been sent.

ENFC-25-110 – 241 West Shirley Ave- Work without permit. Trial date is schedule for 2028

ENFC-25-109 – 60 East Shirley – Work without permit

ENFC-25-102 – 122 Blue Ridge St. – Work without permit.

ENFC-25-90 - 6984-74-0443-000 Storm water enforcement

ENFC-25-20 – 105 Old Mill Ln -Structure fire- Ownership of property is being established.

ENFC-25-13 – 276 West Lee Hwy – Gas leak- Repairs made without permit.

ENFC-24-142- 294 WestLee Hwy- Zoning.

ENFC-24-141- 568 Waterloo Rd- Zoning.

ENFC-24-140- 400 Holiday Ct- Zoning.

ENFC-24-138- 220 Culpeper Street- Zoning.

ENFC-24-136- 170 West Shirley Ave- Zoning.

ENFC-24-135- 40 North Hill Drive- Zoning.

ENFC-24-134- 549 Winchester Street- Zoning.

ENFC-24-133- 17 Horner Street-Zoning.

ENFC-24-126- 19 Broadview Ave- Zoning.

ENFC-24-110- 180 Royal Ct- Zoning.

ENFC-24-7- TEST

ENFC-23-38- 334 West Lee Hwy- Zoning.

ENFC-23-12-147 Alexandria Pike- Zoning.

ENFC-22-39- 705 Bear Wallow Rd- Property Maintenance- Homeowner actively working to abate violations.

Administrative:

- Warrenton Arts Commission Meetings
- Special Event Meetings
- FOIA's
- Septic Remediation
- Zoning Ordinance Update
- Warrenton Preservation Alliance Meeting

Quarterly Report

Public Works

Department

Town Council Meeting Date:

1st. Quarter FY-2027:

Kindly accept this as the quarterly report for the ***Public Works*** department.

Notable Achievements:

Completed Winter Maintenance Operations Series Training:
George Clatterbuck, Warren Stringfellow, Shawn Bright, Jason Beavers, Andrew Alexander, & Cameron Pickel

Completed Competent User Training for Gas Monitor for Confined Spaces:
Brandon Wagoner, Shawn Bright, George Clatterbuck, Keith Jenkins, Jessie Mullins, Warren Stringfellow, Hunter Stringfellow, James McGee, Carson Sanford, Adam Mullins, Austin Samrr, Jacob Olinger

Project Progress:

- The Land Management crew cut down and cleared a dead tree in English Chase.





- The basketball court at Eva Walker Park has a fresh new look. Our Street Crew handled the patching and resealing, and a contractor finished the restriping.



- The Street Crew restored failing infrastructure along Roebling Street.





- The Land Management Crew cut down and cleared a dead tree from the WARF soccer fields.



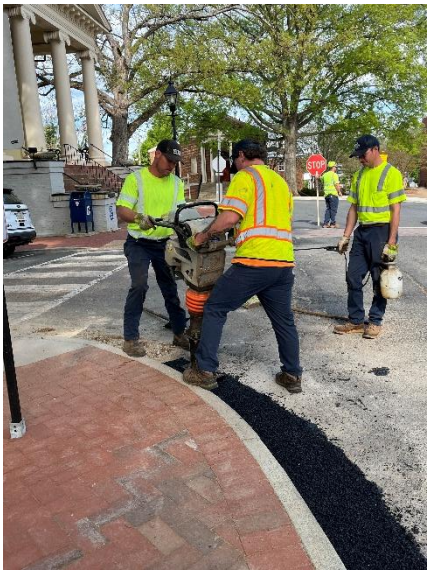


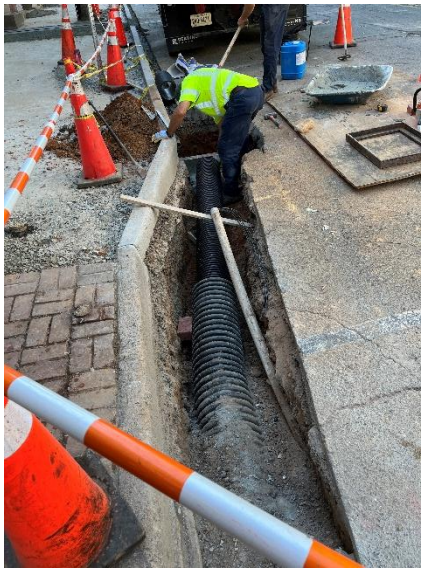
- As part of our Outreach Program Our Land Management Crew recently hosted a **"Build a Birdhouse" workshop**. The engaging, hands-on event was highly successful and enjoyed by all participants.





- Our Street Crew assisted with the Main Street Project Punchlist.









Cemetery Info:

- **12 Burial permits were issued: July _6_ August _4_ September _2_**

Charts and information:

1st. QTR. OF 2027 TONNAGES FOR REFUSE & RECYCLING

	July '25	July '26
Refuse	332.30	307.37
Recycle	23.35	25.28
Cardboard	18.43	19.47
Newspaper	.44	.58
Blue Bins	4.48	5.23

	August '25	August '26
Refuse	307.46	312.43
Recycle	18.32	23.55
Cardboard	15.13	18.35
Newspaper	.33	.38
Blue Bins	2.86	4.82

	Sept '25	Sept '26
Refuse	315.92	300.27
Recycle	19.26	25.27
Cardboard	14.98	19.46
Newspaper	.36	.65
Blue Bins	3.92	5.16

Quarterly Report

Road Condition Report

Town Council Meeting Date: November 10, 2026

First Quarter: July, August, September

1. **VDOT State of Good Repair**

   - **VDOT State of Good Repair Program- Local Pavement Program**
     - 100% funding from VDOT via FHWA
     - ADA Ramps upgraded to present standards
     - Mill and overlay deteriorated streets

   - **VDOT SGR 2023**
     - **VDOT awards the Town $598,723.49 of SGR Funds to paving the following routes:**
       - Falmouth Street- from Falmouth Court to Main Street
       - Main Street- from Falmouth Street to Alexandria Pike
       - Alexandria Pike- from Main Street to Old Alexandria Pike
         - Waiting on pavement markings

   - **VDOT SGR 2025 application**
     - **VDOT awards the Town $57,995of SGR Funds to paving the following routes:**
       - Broadview Avenue- from Foxcroft Road to Town Limits (NB & SB)
         - Scheduled for pavement in Summer of 2027

   - **VDOT CTB Requirements**
     - CTB FY-2029 Goal
       - 82 % of Arterial Streets need a CCI score of 60 or greater
       - 75 % of Collector Streets need a CCI score of 60 or greater

2. **Pavement Overlay and Sidewalk Replacement Plan**

   - **FY-26 Pavement Overlay Schedule**
     - Awarded PO in March 2026
     - Collector Routes
       - Culpeper Street
       - Washington Street

    - Green Street
    - Garden Street
    - Elm Street
    - Linden Street
    - Locust Street
    - Sycamore Street
- Fix broken curbs and sidewalks on proposed routes
    - Estimate 35% to 40% replacement
- Sidewalk Repairs- Summer 2025
- Asphalt placement- Completed before October 2026
- Approved Funding- $450,000.00

➢ **FY-27 Pavement Overlay Schedule**

- Award PO July 2026
- Collector Routes
    - Blue Ridge Street
    - Dover Road
    - First Street
    - Gold Cup Drive
    - Haiti Street
    - Norfolk Drive
    - Piedmont Street
    - Short Street
- Fix broken curbs and sidewalks on proposed routes
    - Estimate 35% to 40% replacement
- Sidewalk Repairs- Summer 2026
- Asphalt placement- Completed before July 1, 2027
- Estimated Funding Request- $400,000.00

➢ **FY-28 Pavement Overlay Schedule**

- Award PO July 2026
- Collector Routes
    - Church Street
    - Sullivan Street
    - Frazier Road
    - Moser Road
    - Beacon Road
- Fix broken curbs and sidewalks on proposed routes
    - Estimate 35% to 40% replacement
- Sidewalk Repairs- Summer 2027
- Asphalt placement- Completed before July 1, 2028
- Estimated Funding Request- $375,000.00

3. Current Pavement Conditions

Current Road Conditions (1st Quarter 2027)						
Arterial Routes				Collector Routes		
Condition	Lane Miles	Percentage		Condition	Lane Miles	Percentage
Good	14.6	44.5%		Good	12.8	19.3%
Satisfactory	7.1	21.5%		Satisfactory	14.3	21.7%
Fair	9.6	29.3%		Fair	15.2	23.0%
Poor	1.5	4.7%		Poor	23.8	36.0%
Total Lane Miles	32.8			Total Lane Miles	66.1	

- **Town Current CCI Score**
  - Arterial Street- 64.3

- **Other Pavement Projects**
  - Town Hall Parking Lot-August 2025
  - Eva Walker Basketball Court- August 2025

4. Sidewalk Construction

- **Waterloo Street**
  - Construction: Fall of 2026

- **Gay Road**
  - Design: FY-27
  - Construction: FY-28

- **Fauquier Road**
  - Started Preliminary Engineering on September 28, 2023
  - Survey work completed by end of October 2023
  - Concept Plan completed December 2023
  - Public Comment
  - 30% Design completed by end of 2024
  - Final Design and Construction scheduled for FY-30

- **Foxcroft Road**
  - Design: FY-31
  - Construction: FY-32

Quarterly Report
Information Technology Department

Town Council Meeting Date: November 10, 2026
First Quarter FY27: July, August, September 2026

Please accept this as the quarterly report for the Information Technology department.

Department Introduction

The Information Technology (IT) department supports all Town departments, including 182 managed workstations and servers, the Tyler Enterprise Resource Planning system, network and security infrastructure, and public safety systems. During Q1 FY27, the department handled 856 help desk tickets.

The Information Technology department is committed to supporting the Town's mission of *Excellence in Action* by driving innovation, enhancing infrastructure, and fostering collaboration in alignment with the goals of *Plan Warrenton 2040*.

Building a Security First Culture

In an increasingly interconnected digital landscape, cybersecurity risk extends far beyond technical concerns; it is a fundamental priority for local government operations. A security incident could interrupt critical public services, compromise sensitive resident information, or undermine community confidence. This reality emphasizes the essential role of robust cybersecurity practices, informed decision making, and responsible data management in protecting Town systems and ensuring uninterrupted service delivery.

Every member of our workforce contributes to this effort. A single inadvertent action, such as opening a phishing email, using a compromised password, or operating an unpatched device, can expose confidential records, financial systems, or public safety information. By maintaining vigilance and adhering to established protocols, we collectively strengthen our defenses, protect our residents, and uphold the integrity of the services they depend on.

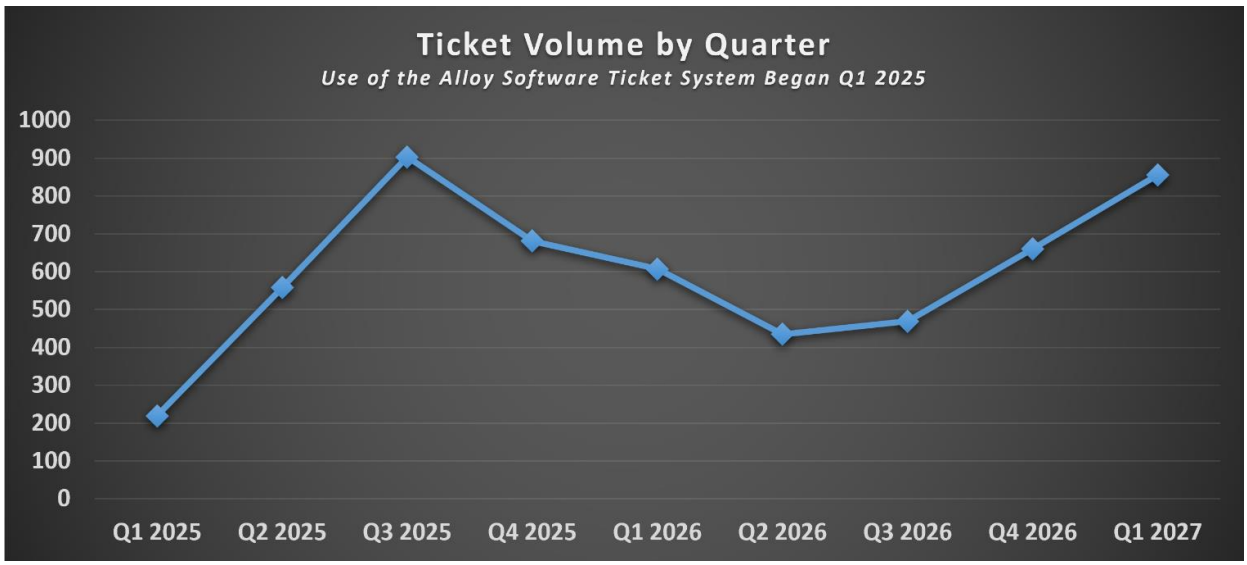
Project Progress

- Migrated Town endpoints to the new SentinelOne portal, with agent coverage reaching 182 devices by the end of the quarter.
- Continued implementation of the Tyler Enterprise Resource Planning system, including the Enterprise Asset Management (EAM) module and the Payroll and Human Resources Management (HRM) modules.
- Participated in Fauquier County meetings on the replacement of the Computer Aided Dispatch (CAD) system used by the Warrenton Police Department and the joint 911 system.
- Continued replacement of Town computer systems based on age.

Help Desk Operations

Ticket volume and time to resolution are two key performance indicators (KPIs) that, at a glance, provide an overview of the health of the help desk as a whole. The charts below show both metrics quarter over quarter since the IT department implemented the Alloy Software ticket system.

Ticket Volume

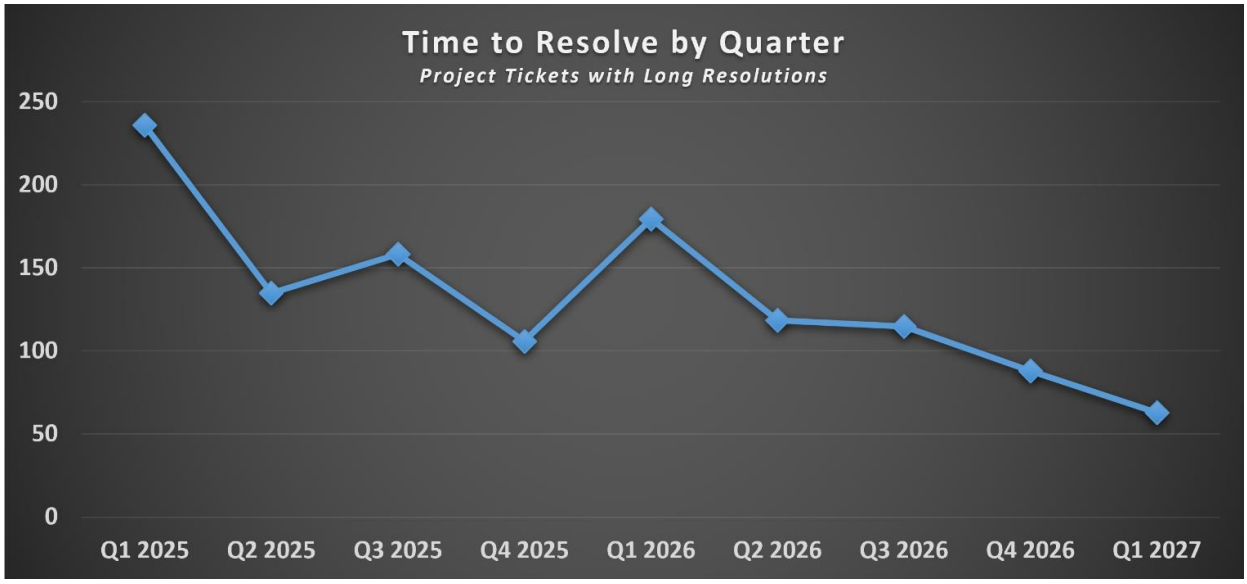


Note: Q4 FY26 figures shown here (661 tickets, 87.92 hours average resolution) have been adjusted and are restated to correct the figures in the prior quarterly report.

Metric	Value
Q4 FY26 Ticket Volume	**661**
Q1 FY27 Ticket Volume	**856**
Quarter over Quarter Change	**+195 tickets (+29.5%)**
Change from Q1 FY26 (607 tickets)	**+249 tickets (+41%)**

Ticket volume rose from 661 in Q4 FY26 to 856 in Q1 FY27, a **29.5% quarter over quarter increase**. This is the third consecutive quarter of ticket growth and the second highest ticket volume recorded since the Alloy Software implementation. Compared with the same quarter last year, volume increased approximately 41%.

Time to Resolve



Metric	Value
Q4 FY26 Average Time to Resolve	**87.92 hours**
Q1 FY27 Average Time to Resolve	**62.92 hours**
Quarter over Quarter Change	**25 hours faster (28.4% reduction)**

Average time to resolution decreased from 87.92 hours to 62.92 hours, a **28.4% reduction** and the lowest level recorded to date. This improvement occurred while ticket volume increased nearly 30% over the same period.

Ticketing practices have also matured since the system was implemented. Earlier reporting periods included long term project work that remained open for extended periods and raised average resolution times. Projects are now generally tracked outside of the service desk, so ticket metrics more accurately reflect day to day support activity.

Network Security

The IT department actively monitors network security across all Town facilities using multiple layers of threat detection and response. The following data reflects activity observed during Q1 FY27 as reported by firewall systems, endpoint detection, and the Security Information and Event Management (SIEM) platform.

Note: Firewall Capture Threat Assessment (CTA) reports only generate from the last device restart onward, so their reporting windows do not align exactly with the quarter and extend to October 6, 2026. Q1 FY27 CTA reports present total threats detected, which is a broader measure than the exploit counts shown in prior reports; the two figures should not be compared directly.

Location 1 Firewall (CTA Report, July 22 to October 6, 2026)

Threat Category	Count
Total Threats Detected	**29,138**
Known Malware Blocked	**4,004**
Botnet Connection Attempts Blocked	**23,098**

Location 2 Firewall (CTA Report, August 8 to October 6, 2026)

Threat Category	Count
Total Threats Detected	**113,615**
ICMP (network ping) Attempts Blocked	**36,383**
Botnet Connection Attempts Blocked	**1,470**

Location 3 Firewall (CTA Report, July 22 to October 6, 2026)

Threat Category	Count
Total Threats Detected	**522**
Known Malware Blocked	**134**
Botnet Connection Attempts Blocked	**387**

Across all three locations, the firewalls detected more than 143,000 threats and blocked nearly 25,000 botnet connection attempts during the reporting windows.

Huntress: Managed Detection and Response

Huntress operates the Town's SIEM platform, into which security telemetry from across the Town's infrastructure is ingested and analyzed. The following data is drawn from the Huntress quarterly report for July 1 through September 30, 2026.

Metric	Value
Total Events Analyzed	**4.5 Million**
Events Flagged for Review	**917**
Confirmed Malicious Events	**0**
Antivirus Events Cataloged	0
Office 365 Events Analyzed	**4.49 Million**
Logs Ingested into SIEM	**111 Million**
Targeted Attacks	**0**

Of the 917 events flagged for deeper analysis, none were determined to be malicious, and Huntress reported no targeted attacks against the Town during the quarter. The table below shows SIEM activity over the past three quarters.

Metric	Q3 FY26	Q4 FY26	Q1 FY27
Events Analyzed	1.85 Million	1.94 Million	**4.5 Million**
Events Flagged for Review	308	606	**917**
Logs Ingested into SIEM	9.3 Million	85.3 Million	**111 Million**

SentinelOne: Endpoint Detection and Response

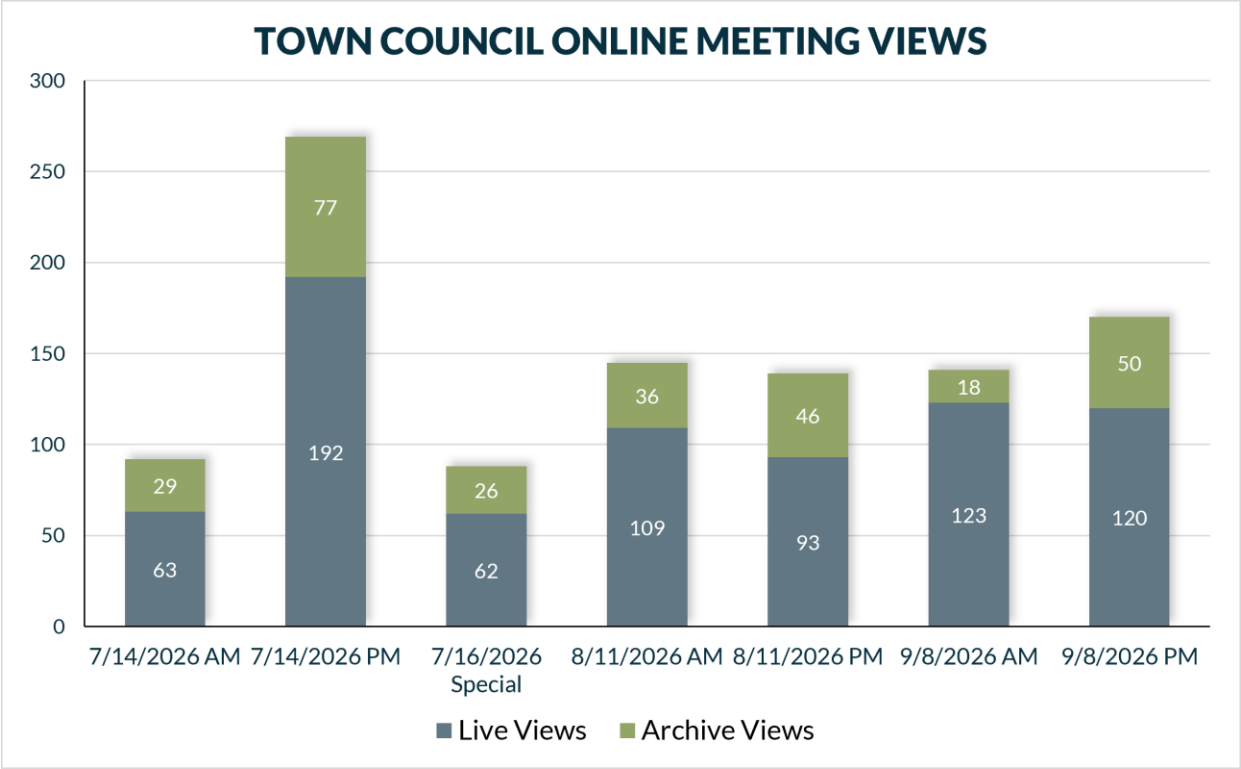
SentinelOne provides autonomous endpoint protection and response across Town managed workstations and servers. July data is unavailable due to the transition to a new reporting portal; endpoint protection remained in place. Figures reflect August and September 2026.

Metric	Value
Total Threats Detected	**206**
Threats Mitigated	**97**
Threats Marked Benign (False Positives)	**109**
Agents Deployed, Start of Quarter	**175**
Agents Deployed, End of Quarter	**182**
Net New Agents Added	**+7**

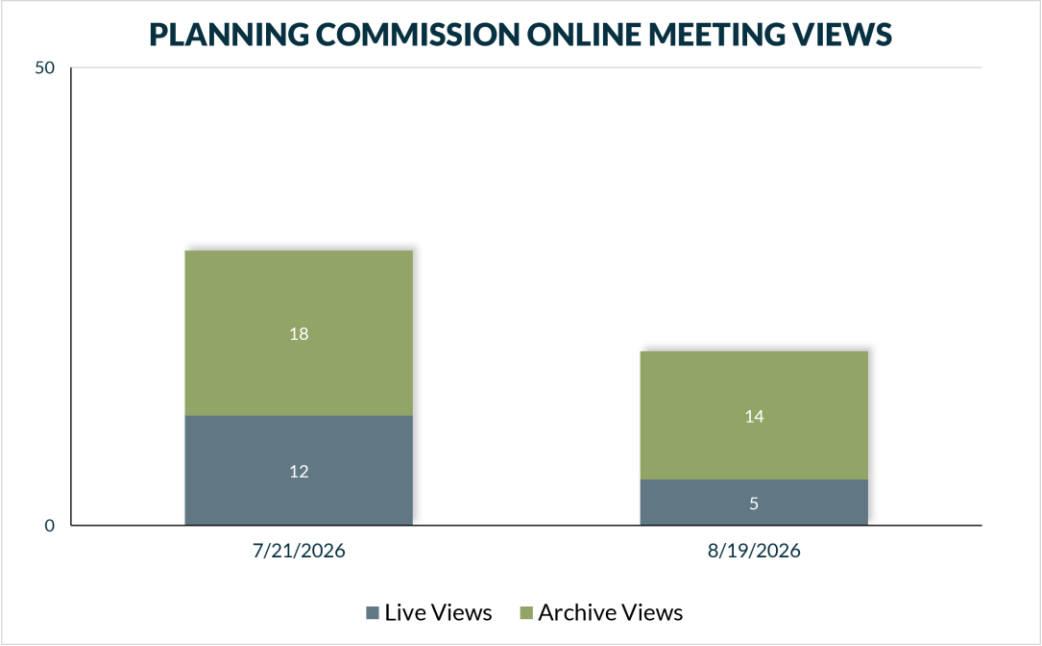
Of the 206 threats detected, 97 were mitigated and 109 were marked benign (107 in August and 2 in September). Agent count grew from 175 to 182 during the quarter. The Town transitioned to a new SentinelOne portal in July 2026; the Q4 FY26 count of 170 agents was reported from the previous portal.

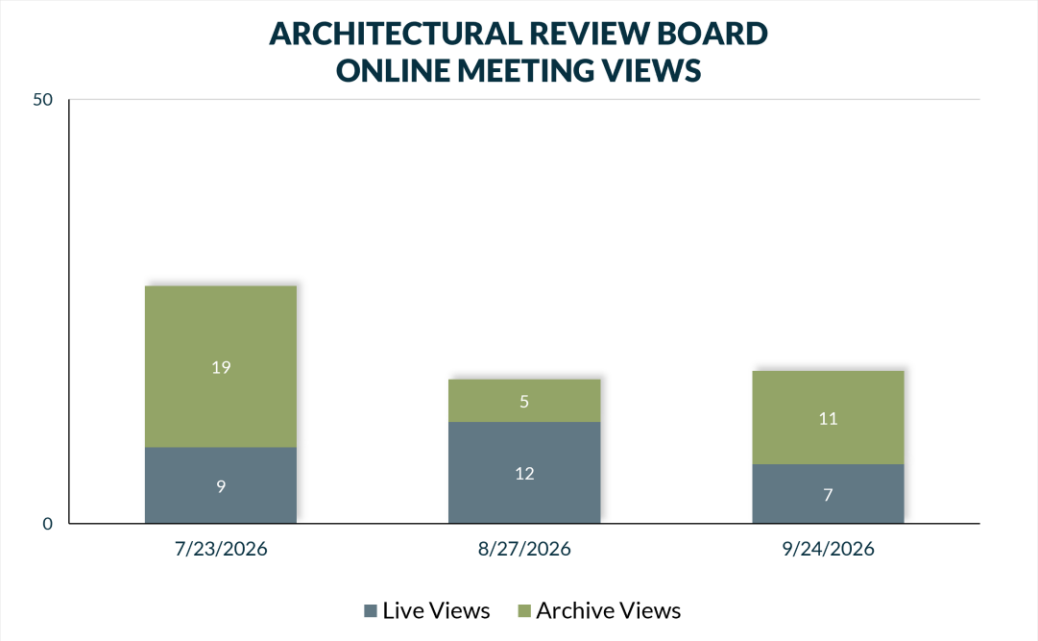
Online Meeting Viewership

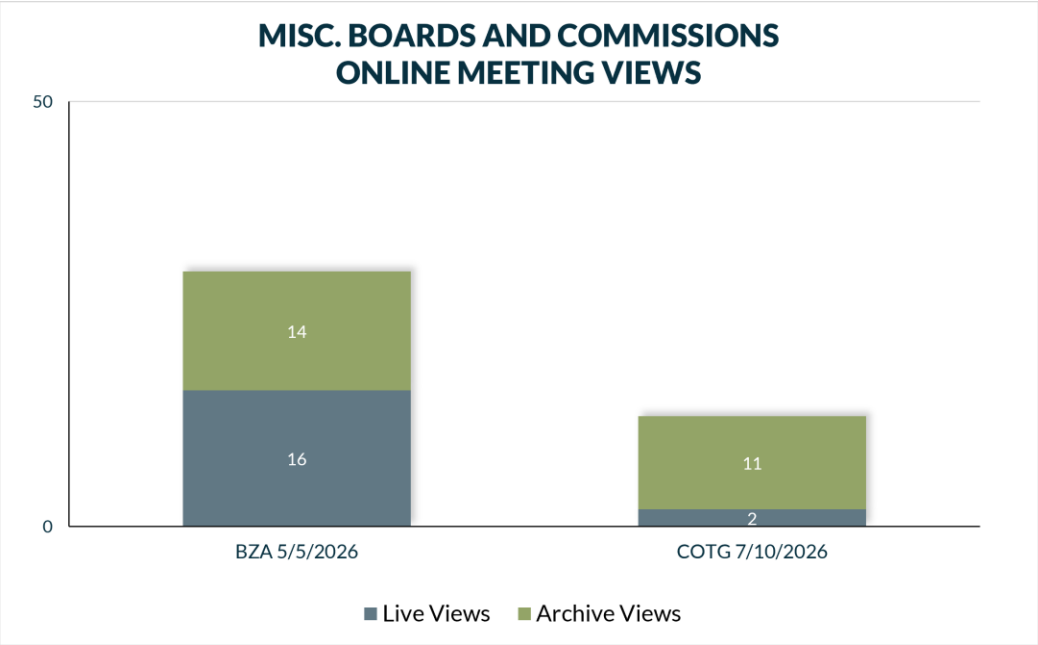
The charts below show online viewership for Town Council and board and commission meetings held between July and September 2026, including both live and archive views. These trends help assess the community's preferred viewing habits and inform decisions on scheduling and promoting meetings to maximize accessibility and participation.



Town Council meetings drew **1,044 total views** across seven sessions, with live viewing accounting for about 73% (762 live, 282 archive). The July 14 evening meeting was the most watched session of the quarter at 269 views.




ARCHITECTURAL REVIEW BOARD
ONLINE MEETING VIEWS
50
0
19
9
5
12
11
7
7/23/2026
8/27/2026
9/24/2026
Live Views
Archive Views


MISC. BOARDS AND COMMISSIONS
ONLINE MEETING VIEWS
50
0
14
16
11
2
BZA 5/5/2026
COTG 7/10/2026
Live Views
Archive Views

QUARTERLY REPORT

HUMAN CAPITAL & RISK

DEPARTMENT

Town Council Meeting Date: Novemebr 10, 2026.

First Quarter FY-2027: July, August, September

Please accept this as the quarterly report for the ***Human Capital*** department

DEPARTMENT INTRODUCTION:

- The Town's Human Capital (HC) & Risk Department serves as both a strategic advisor and a service-oriented partner dedicated to supporting all employees in a way that fosters a positive, high-performing workplace.
- Our mission is to create and maintain a work environment that inspires employee excellence, encourages collaboration, and empowers individuals to do what they do best: serve the Town and its residents through Excellence in Action!
- We prioritize human sustainability by placing the workforce at the forefront of internal operational decision-making. This approach ensures that employees have the tools, support, and opportunities necessary to thrive—both professionally and personally.
- When employees are supported, engaged, and aligned with the organization's goals, the result is a collaborative culture that consistently meets—and exceeds—mission expectations. Therefore, we are committed to ensuring that the Town's public services are delivered effectively and sustainably—by supporting the workforce behind them.
- Our pledge is to provide employees with the resources and environment they need to become the best versions of themselves—for their teams, their families, and the community they serve.

The HC function goes beyond standard HR. It is rooted in the belief that ***PEOPLE ARE THE TOWN'S GREATEST ASSET.***

COMMENDABLE ACHIEVEMENTS:

- **Team Member Recognition: VRSA Train-the-Trainer Certification.** Congratulations to Dennis Merz on earning his VRSA Train-the-Trainer certification. With this credential, Dennis will support our VRSA Representative in delivering OSHA 10 training and other safety training opportunities for Town staff throughout the year.
- **Benefits Awareness.** In partnership with Anthem and CommonHealth, Human Capital provided employees with resources to support their health and financial well-being.
- **Safety & Awareness.** Human Capital & Risk Management conducted an internal mock fire drill at Town Hall in coordination with the Fire Official, Building Official, and Police Department. HC & RM staff also attended the VRSA Fall Forum in September.
- **Training.** Hiring managers completed 2026 Pay Transparency Law training to keep the Town's hiring practices compliant with the new requirements.

PROJECT PROGRESS:

A. Enhancing and streamlining Human Capital processes and procedures to maximize efficiency, consistency, and impact.

- Collaborate with Town Council and Senior Leadership to identify cost-effective HC initiatives that advance the Town's strategic objectives and sustain a competitive retention program.
- Identify enhanced benefits that strengthen the Town's total compensation program while keeping the impact on personnel costs minimal relative to the value of employee retention.
- Continue reviewing internal policies and procedures to foster an inclusive and diverse workforce.
- Partner with Senior Leadership to develop a strategic workforce planning process and program.
- Work with the Town Manager to prepare a proposal for an Organizational Study and/or Classification & Compensation Study for FY28 budget consideration.
- Continue collaborating with Fauquier County HR and Risk Management to build on shared programs (benefits, facilities, etc.) and training partnerships.
- Participate in Public Safety Committee initiatives.
- Continue working with Tyler Technologies consultants on implementation of the HRIS modules.

B. Expanding training and development programs.

- Collaborate with the Fire Marshal (FM) and Emergency Manager (EM) on fire safety and emergency preparedness training across all Town facilities.
- Launch the Town's Igniting Excellence employee training and development program in Q2.

C. Advancing risk management and safety initiatives to protect employees and organizational assets through training and collaboration efforts.

- Partner with the Aquatics Coordinator and team on outreach and scheduling for employee CPR/AED training.
- Work with HC and Risk Management vendors to enhance employee programs, including VRSA and Workers' Compensation.

D. Maintaining and enhancing employee wellness and support initiatives.

- Partner with the Wellness Connection Committee to better understand and support employee needs.
- Continue building partnerships with CommonHealth and local Town and County organizations.

Charts and information-Data: Employee Metrics

FY27 ALL DEPARTMENTS	Quarter 1 2025		
	31-Jul	31-Aug	30-Sep
TOTAL # of EEs	**268**	**258**	**259**
Total Headcount - Full Time	**135**	**135**	**134**
# Hires	**0**	**2**	**2**
# Voluntary Sep	**1**	**1**	**3**
# Involuntary Sep.	**0**	**0**	**0**
# Voluntary Turnover %	1%	1%	2%
# Involuntary Turnover %	0%	0%	0%
Total Headcount - Part Time	133	123	125
# Hires	1	0	4
# Voluntary Sep	2	10	2
# Involuntary Sep.	1	0	0
# Voluntary Turnover %	1%	8%	2%
# Involuntary Turnover %	1%	0%	0%

**Total Numbers does not include ARB, PC, or TC*

FY27 ALL DEPARTMENTS	Quarter 1
Total Headcount - Full Time	**134**
# Hires	4
# Voluntary Sep	5
# Involuntary Sep.	0
# Voluntary Turnover %	3.76%
# Involuntary Turnover %	0.00%
Total Headcount - Part Time	**125**
# Hires	5
# Voluntary Sep	14
# Involuntary Sep.	1
# Voluntary Turnover %	10.89%
# Involuntary Turnover %	0.77%

FY27	
Full Time Terminations	5
Part Time Terminations	15
FT Hired & Termed within year	*3*
CHURNOVERS (INTERNALS)	*9*
Reasons for Leaving - Full Time	**5**
Better Opportunity/Compensation	1
Better Opportunity	2
Compensation	0
New Career Field	0
Not best fit - position/culture	1
Involuntary Due to Performance	0
Relocation	1
Resigned In lieu of Termination *not counted in total-informational purposes only*	0
Retirement	0
Work/Life Balance (school, other)	0
Other / Unknown	0
# of EE's who listed more than one reason for leaving	0
Reasons for Leaving - Part Time	**12**
Better Opportunity/Compensation	0
Better Opportunity	0
Compensation	0
New Career	0
Not best fit - position/culture	0
Involuntary Due to Performance	1
Relocation	4
Retirement	0
Work/Life Balance (school, other)	7
Other / Unknown	0
# of EE's who listed more than one reason for leaving	0

Other: Schedule ONLY
Other: Medical, personal
Other: Medical, family member

Data Point	31-Jul	31-Aug	30-Sep
TOTAL INCIDENT	17	0	5
TOTAL CLAIMS - SUBMITTED	3	0	3
Total Claims - Report Only - Submitted	5	0	2
TOTAL CLAIMS - NOT SUBMITTED	9	0	
INJURY - WORKERS COMPENSATION			
Claim Submitted *All details of claim submitted to VRSA for processing and, if applicable, payment to Town and/or Citizen*			2
Town/Employee Incidents			1
Citizen/Patron Incident			
No Claim Submitted To VRSA. *Internal Record ONLY*	9		
Report Only *Submitted to VRSA as a FYI ONLY*	1		1
Type of Injury			
Physical, Exposure, Other...			
VEHICLES			
Vehicle/Accident - Town Vehicle, Employee Fault			
Claim Submitted *All details of claim submitted to VRSA for processing and, if applicable, payment to Town and/or Citizen*			2
Vehicle/Accident - Town Vehicle, Citizen/Other Fault			2
No Claim Submitted To VRSA. *Internal Record ONLY*			
Report Only *Submitted to VRSA as a FYI ONLY*			
Type of Accident			
Hit rock, fender bender, head-on, hit deer, other.			
PROPERTY			
Town Employee Accident			
Town Caused Incident	2		
Citizen Accident	2		
No Claim Submitted To VRSA. *Internal Record ONLY*			
Report Only *Submitted to VRSA as a FYI ONLY*	3		1
Type of Accident			
Curb damage, sign damage, hit pole, other.			

- Risk Data

The Town of Warrenton
P.O. Box 341
Warrenton, VA 20188
P (540) 347-1101
F (540) 349-2414

MEMORANDUM

FROM: Judson Rex, Town Manager

TO: Mayor and Town Council

DATE: November 10, 2026

RE: Upcoming Board and Commission Term Expirations

The purpose of this memorandum is to notify Town Council of three upcoming term expirations on Town boards and commissions, effective December 31, 2026, and to outline the anticipated recruitment and appointment process. No Council action is requested at this time.

Upcoming Term Expirations

Architectural Review Board (ARB): Steve Wojcik — December 31, 2026

Board of Zoning Appeals (BZA): Melea Maybach — December 31, 2026

Planning Commission: Darine Barbour — December 31, 2026

All three incumbents have indicated their interest in reappointment. Consistent with the Town's past practice, staff intends to advertise the upcoming opportunities, receive applications from interested individuals, and transmit the applications to Town Council for consideration, except in the case of the BZA when applications are provided to the Circuit Court. The BZA appointment process differs from the other two bodies. BZA members are appointed by the Circuit Court.

As part of the Town's customary review process, applicants are generally interviewed by a panel consisting of the respective board or commission chair (or vice-chair if the possible appointment involves the chair) and two Councilmembers. Councilmembers interested in participating in these interviews are encouraged to contact the Town Manager's Office.

The Town understands that the incumbents may continue serving after their terms expire until successors are appointed and qualified, subject to the applicable requirements for each body. Staff will coordinate with the Town Attorney and Clerk on the appointment process and any necessary holdover provisions.

Staff will proceed with advertising and collecting applications and will return to Council with the candidates and recommended next steps. I will also provide a brief verbal update during the Town Manager's Report at the November 10 meeting.

Town Council Appointments

The Town Council appoints individuals to various roles in addition to the Boards and Committees it oversees.

These appointed individuals are:

Town Manager: Mr. Judson Rex Appointed: July 13th, 2026.

Town Attorney: Mr. Philip Strother – Appointed: March 10th, 2026.

Town Recorder: Mr. Stephen Clough, MMC – Appointed: March 14th, 2023.

FOIA Officer: Mr. Stephen Clough, MMC – Appointed: October 11th, 2022.

Building Code Official: Mr. Hunter Digges- Appointed: April 11th, 2023.

Property Maintenance Official: Mr. Hunter Digges- Appointed: April 11th, 2023.

Fire Official: Ms. Heather Kincaid Appointed: July 14th, 2026.

The boards they appoint people too are:

Architectural Review Board- The Architectural Review Board's (ARB) primary function is to review applications for construction, reconstruction, substantial exterior alteration, demolition, relocation and signage within the Town's Historic District. In addition, the ARB assists the Town Council, Planning Commission and property owners in matters involving historically significant sites and buildings; advises owners of historic landmarks or contributing structures on preservation efforts; and proposes additions to the Historic District. The ARB is supported by Town staff, which prepares reports for their review, schedules meetings and provides general administrative support.

The ARB meets monthly on the fourth Thursday and often meets on an as-needed basis to accommodate the needs of Town citizens. The members are appointed for four-year terms. Due to the specialized requirements of the ARB only a majority of members are required to be Town Residents.

Board of Zoning Appeals- The Board of Zoning Appeals (BZA) is a quasi-judicial body that is appointed by the Circuit Court, consisting of a minimum of five members that serve five-year terms. The BZA makes decisions on Variances, Appeals of a Zoning Administrator's Determination, and the location of Zoning District boundaries when there is a disagreement.

The actions of the BZA are regulated by State Code, Section 15.2-2308. The BZA is strictly required to follow the process for appeals, standards for granting of Variances, and

purpose for determining Zoning District boundaries as laid out in State Code. The BZA does not have the ability to rezone property, make changes to the Zoning Ordinance, or substantially change zoning district boundaries. When an applicant disagrees with the decision of the BZA, an appeal is made directly to the Circuit Court.

BZA members cannot hold any other public office, except that one member of the BZA may also be on the Planning Commission. Board members may be appointed for consecutive terms.

The BZA meets monthly on the fourth Thursday. The Members are appointed for four-year terms by the Circuit Court of Virginia.

Planning Commission -State Code of Virginia Title 15.2 requires localities create a planning commission to promote the orderly development of a locality and its environs. The role of the planning commission is to serve primarily in an advisory capacity to the Town Council. Its job is to provide recommendations reflective of good planning and zoning practices in a "non-political" role to the governing body. General provisions of §15.2-2200 provides the planning enabling authority and encourages the improvement of public health, safety, convenience, and welfare of the public through planning for the future development of the community. The Planning Commission is charged with developing a comprehensive plan to guide the physical development of the Town for Town Council adoption. Following the processes laid out in State Code and the Zoning Ordinance, the Planning Commission processes rezonings, Special Use Permits, and other land use application requests to make its recommendations to the Town Council. The Planning Commission may, at the direction of Town Council, prepare a Capital Improvement Plan and Zoning Ordinance. P

The Planning Commission Meets monthly on the third Tuesday for their Regular Meeting. When needed, work sessions will be held on the fourth Tuesday of each month. The members are appointed for four-year terms.

Local Board of Building Code Appeals- The Local Board of Building Code Appeals (LBBCA) allows applicants to challenge decisions made by the municipality's building official on a local level. Applicants can appeal decisions resulting from the Town building department's application of the Virginia Uniform Statewide Building Code (USBC), the Virginia Statewide Fire Prevention Code (SFPC) and the Virginia Property Maintenance Code (VPMC). The decision by the department to refuse to grant a modification may also be appealed.

The LBBCA meets at least once annually. When an appeal is to be heard, the Board will hold a meeting on the third Thursday of the month at 5:00 PM. These meetings occur only on an as-needed basis to accommodate the needs of Town citizens. The members are

appointed for four-year terms. Due to the specialized nature of their role, members of the LBBCA are not required to be Town Residents.

APPOINTMENTS

Current as of December 2026

Board or Committee	Name	Residency	Term Expiration
Architectural Review Board			
Four Year Term			
	Chair, Michael Beidler	Town resident	12/31/2029
	Vice Chair, Steve Wojcik	Town resident	12/31/2026
	William Hemmingson	Town Resident	12/31/2029
	Tim Burch	Town resident	01/14/2031
	John Scoggin	Town resident	01/14/2031
BOARD OF ZONING APPEALS			
Four Year Term			
Appointed by the Circuit Court	Melea Maybach, Chair	Town resident	12/31/2026
	A. Van Baggett, Vice Chair	Town resident	03/14/2029
	Susan Helander	Town resident	06/19/2029
	Kenneth "Charlie" Mulliss	Town resident	03/14/2028
	Elizabeth D. Scullin	Town resident	0/01/2031

Planning Commission

Four Year Term	Chair, Darine Barbour	Town Resident	12/31/2026
	Vice Chair, Ryan Stewart	Town Resident	12/31/2028
	James Lawrence, Secretary	Town Resident	12/31/2028
	Steve Ainsworth	Town Resident	12/31/2028
	Raeid Ebrahim	Town Resident	12/31/2029
	David McGuire-Town Council Member	Town Resident	12/31/2026

Local Board of Building Code Appeals

Four Year Term			
Not required to be Town Residents due to the specialized nature of their responsibilities.	Chair, James F. Tucker	Architect	01/10/2028
	Chip G. Carson	P.E.[1]	01/10/2028
	Chelsea M. Greer	Real Estate Manager	01/10/2030
	Bryan Black	Class “A” Builder	02/14/2028
	Vacant	Vacant	Vacant

[1] May or may not be a Town resident.