

Town of
WARSAW
Heart of Virginia's Northern Neck

Town Council Meeting Agenda

February 13, 2025 at 6:00 PM

Council Chambers - 78 Belle Ville Lane

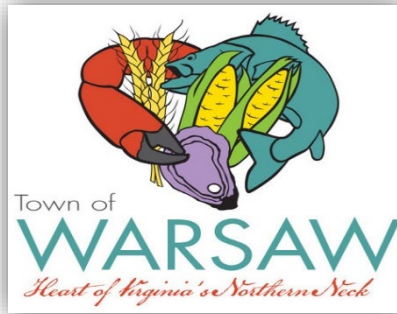
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- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Consent Agenda**
 - a.** Agenda
 - b.** Minutes – January 2025
 - c.** Financial Report – January 2025
- 4. Public Comment**
- 5. Reports**
 - a.** Mayor's Report
 - b.** Town Manager's Report
 - c.** Police Chief's Report
 - d.** Director of Public Works Report
 - e.** Council Committee Reports
 - f.** Planning Commission Report
 - g.** Northern Neck Regional Jail Report
- 6. Old Business**
 - a.** Rhodes Place & Broadus Creek Development - Phase I
 - i. Discuss Planning Commission recommendation, the proposed project, and potentially cast a vote to approve/deny the Phase I, General Plan of Development Application for a Subdivision and Proffers Statement Submission.
 - b.** Project Updates
 - i. 74 Main Street
 - ii. Well Replacement Project
 - iii. DHCD Housing Project
- 7. New Business**
 - a.** Appropriation of Funds - Appropriate \$150,000 from Enterprise Fund Reserves to the Wastewater Department for the repair of the sand filtration system.
 - b.** Schedule Public Hearing - Budget Amendment - \$150,000 increase in revenues/expenses due to Wastewater Appropriation - March 13, 2025
 - c.** Schedule Public Hearing - Rappahannock Community College Health Sciences Building Conditional Use Permit (Training Facility in a R-12 Zone) - March 13, 2025

- d. Schedule Public Hearing - Disposal of Public Property - Proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is part of the larger tract owned by the Town, designated as Richmond County tax map #24-65 and #24-121, and being generally located between Wellford's Wharf Road, Historyland Highway, and Totuskey Creek - March 13, 2025.
- e. Schedule Economic Development Committee Meeting - Economic Incentive Program application by Rise & Set, a health-conscious grocery store with gluten free and other specialty items.
- f. Schedule Budget Work Session - Thursday, March 6th - 12:00 PM (Lunch Provided)

8. Council Members - Closing Comments

9. Adjournment



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MINUTES
WARSAW TOWN COUNCIL
REGULAR MEETING
JANUARY 9, 2025 – 6:00 P.M.

The Warsaw Town Council held their regular meeting on Thursday, January 9, 2025, at 6:00 p.m. in Council Chambers at 78 Belle Ville Lane, Warsaw, VA. Council Members Present: Mayor Randall L. Phelps, Vice-Mayor Paul G. Yackel, Mary Beth Bryant, Jonathan English, Rebecca Hubert, Daphne Palmore, Ralph Self, and Bobby Walters. Councilmembers absent: None.

Town staff present: Town Manager Joseph Quesenberry, Assistant Town Manager Melissa Coates, Chief of Police Sean Peterson, Director of Public Works Jesse Schools, and Treasurer & Clerk Julia Blackley-Rice.

Also present: There were approximately 6 others present in the Council Chambers.

CALL TO ORDER

Mayor Phelps called the meeting to order at 6:00 p.m. and then led the Pledge of Allegiance.

ELECTION OF OFFICERS – MAYOR, VICE-MAYOR

Mayor Phelps stated that every two years the Town Council appoints its mayor and vice-mayor. During the election of officers, Mayor Phelps acted as the pro-tem mayor. Accordingly, Mayor Phelps opened the floor for nominations for the position of Mayor. Councilwoman Hubert nominated Randall Phelps for the position of Mayor. The nomination was seconded by Councilwoman Bryant. There being no other nominations and the floor for nominations was closed. Mayor Phelps was appointed to the position of Mayor with all votes in the affirmative. The votes were as follows:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

Mayor Phelps opened the floor for nominations for the position of Vice-Mayor. Councilman Self nominated Paul Yackel for the position of Vice-Mayor. The nomination was seconded by Councilman English. There being no other nominations the floor for nominations was closed. Mayor Phelps called for a vote for the position of Vice-Mayor. Paul Yackel was appointed to the position of Vice-Mayor with all votes in the affirmative. The votes were as follows:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

APPOINTMENT OF COUNCIL COMMITTEE ASSIGNMENTS & PLANNING COMMISSION LIASON

Mayor Phelps reported that he would have the updated list with council committee assignments at the next meeting. Mayor Phelps did announce for the two newest members of the Town Council that Councilwoman Palmore would be on the Finance Committee and the Liaison to the Planning Commission. Councilman Walters would be on the Utilities Committee, Economic Development Committee, and the Ordinance Committee.

APPROVAL OF CONSENT AGENDA:

Vice-Mayor Yackel amended the consent agenda to add Closed Session for matters pertaining to Real Estate after Item 10. New Business and before 11. Council Member – Closing Comments. Mayor Phelps called for a motion to approve the consent agenda as amended. Councilman Self moved to approve the consent agenda as amended. The motion was seconded by Councilwoman Bryant and carried with the following votes:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

RAPPAHANNOCK COMMUNITY COLLEGE PRESENTATION – DR. SHANNON KENNEDY

Dr. Kennedy provided an update on the status of the new Health Sciences Building project at Rappahannock Community College. The project has evolved into an almost 10,000 square feet facility. The two lots that the Foundation owned were combined into one lot and Dr. Kennedy appreciated the Town working with them to complete that task. Dr. Kennedy reviewed a presentation outlining the layout and design of the building. This project is meeting the needs of the Northern Neck and Middle Peninsula. The students are from this area. This is the most expensive program that the college offers, but the return is that the students are entering the workforce able to make \$70,000+ starting and receiving amazing signing bonuses. Dr. Kennedy stated the original project budget was estimated at over \$6.3 million. RCC received an EDA grant for \$5.088 million. RCC was required to match that grant by 20%, which was just over \$1.2 million, and they have met that match. RCC has estimated that they will need at least \$7 million for the project as they expect the project to run higher than estimated and now that they have added square footage, they want to ensure they do have enough funds to complete the project. RCC is looking at an almost \$7.1 million budget. If they do end up with extra funds at the end of a project, those will go into an endowment to help maintain the building. RCC has received or had pledged over \$6.5 million towards the project, there is about \$564,000 left to raise. Dr. Kennedy anticipates the bid openings to occur in May of 2025 and the construction being awarded in June and the project being substantially completed by August 1, 2026. There are 20 students that have been accepted into the DMS program, that is the max RCC can take. There are 230 nursing students. There are 32 full-time faculty members, 9 of which are nursing faculty members.

PUBLIC COMMENT

Mayor Phelps opened the floor for public comments.

The Town Manager read a letter that was received from Ms. Betsy Norris at 142 Wallace Street. Following the letter from Ms. Norris, the Town Manager read a letter received from Mr. Mark Milstead at 159 College Ave. These letters have been attached to these minutes as Attachment 1 and 2.

There being no other public comments, Mayor Phelps closed the public comment portion of the meeting.

REPORTS

MAYORS REPORT: Mayor Phelps welcomed newly elected Councilmembers Palmore and Walters to the Town Council.

TOWN MANAGERS REPORT:

Mr. Quesenberry reviewed his report with the Town Council. Mr. Quesenberry's report covered Christmas Town, Economic Development, Budget Preparation, Weather Event, New Council Member Onboarding, and Mandatory FOIA Training. A copy of the Town Manager's report has been attached to these minutes as Attachment 3.

POLICE REPORT:

A copy of the monthly police report included in the Town Council packet has been attached to these minutes as Attachment 4. In addition to his report, Chief Peterson thanked the police departments from Richmond County Sheriff's Office, New Kent County Sheriff's Office, Colonial Beach Police Department, Tappahannock Police Department, and the Virginia State Police for their assistance with Christmas Town.

PUBLIC WORKS REPORT:

The Public Works report was included in the Town Council packets and has been attached to these minutes as Attachment 5.

COUNCIL COMMITTEE REPORT:

The Economic Development committee met to discuss the Economic Incentive Grant for Beauty Bungalow. The Economic Development committee recommends offering Beauty Bungalow an economic incentive grant in the amount of \$5,000.

Mayor Phelps stated the application documentation for the Beauty Bungalow was included in the packet and the Economic Development Committee has recommended a \$5,000 grant be awarded for this endeavor. Mayor Phelps opened the floor to discussion or a motion to approve the request.

Vice-Mayor Yackel moved to approve an economic incentive grant to The Beauty Bungalow in the amount of \$5,000. The motion was seconded by Councilwoman Hubert and carried with the following votes:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

PLANNING COMMISSION: No report.

NORTHERN NECK REGIONAL JAIL REPORT: Included in packet. Vice-Mayor Yackel began his report by stating the jail employees select an employee of the quarter each quarter. This quarter, Justin Self, son of Councilmember Self, was selected as the employee of the quarter. Vice-Mayor Yackel reported there is an upcoming Department of Corrections audit that is completed every three years. The audit includes 148 standards and the NNRJ received a score of 100% the last time the audit was completed. The Superintendent of the Jail, Michelle Lewis, spoke to the board about the goals and accomplishments achieved in 2024. The NNRJ is very active in the community, and everyone can keep up with their community involvement on their Facebook page.

AMERICAN RESCUE PLAN ACT REPORT: The ARPA report was included in the Council packets. Mr. Quesenberry reviewed the report with the Town Council.

OLD BUSINESS

RHODES PLACE & BROADUS CREEK DEVELOPMENT:

Mayor Phelps began the discussion by reviewing the presentation by the developer at the public hearing that was held in December. During the presentation, the Town Council was able to see an overview of what the project is as well as the size of the project. There were members from the County present at the meeting and they spoke about the project. Town Council is at the point where they need to continue to discuss and do due diligence and/or approve the preliminary approval of the development. Mayor Phelps suggested if it is the will of the Town Council he would like to offer a work session with the Planning Commission dedicated to the discussion of the Rhodes Place and Broadus Creek Development project. There was discussion about whether the Planning Commission had reviewed this project yet and made a recommendation. Mayor Phelps stated that the Planning Commission did not meet in January, and this would be a joint work session with them as they have some questions about the project also. Planning Commission will still have to formulate a recommendation and then Town Council will either accept their recommendation or not. The purpose of the work session is to address concerns from the members of the Town Council and Planning Commission, and they would like the opportunity to ask more questions and see if there are more data points to see. A preliminary approval gives the developer an idea of where the Council's thoughts are. That the Council is ready to see more and makes the developer feel a bit better about spending more time and

money to do more in-depth planning and infrastructure details to come back for final approval. The next step is the live or die of the development. Mr. Quesenberry added that the plan is to have the attorney available during the work session to answer any questions. Vice-Mayor Yackel added that he was in favor of dedicating a time period specific to the topic. The work session is open to the public so it would still be transparent to the community. Mayor Phelps polled the Town Council to see their thoughts on whether to move forward with the work session or to proceed with preliminary approval. A joint work session for the Town Council and Planning Commission was set for January 21, 2025, at 6:00pm for the discussion of the Rhodes Place and Broadus Creek Developments. Vice-Mayor asked if the Developer could provide some plan sheet size of the proposed development for the work session.

PROJECTS UPDATE:

74 Main Street: Mrs. Coates stated the Contractor has been working with Dominion Energy on the electrical upgrades to the building and the HVAC is ready to be installed. A reimbursement has been submitted to USDA for a draw down on the grant funds. **Well Replacement Project:** Mr. Quesenberry has contacted ARM Resource Group regarding issuing an RFP and us working with them. The contractor wants to do a design build. The Town Manager wants to ensure that we are approaching this project in the most judicious manner and that the Town is being fiscally responsible with a project of this size. There will probably be an RFP for engineering, design, and management services with a request for bids for the construction piece to follow. **DHCD Housing Project:** Mrs. Coates reported the draft bid packages have been completed by Tian Construction Group. Contractor pre-bid meetings have been scheduled for January 28, 2025. The first management team meeting is scheduled for January 21, 2025, at 11:00 a.m.

NEW BUSINESS:

EIP APPLICATION – BEAUTY BUNGALOW, LLC: This item was discussed and voted on during the Economic Development Committee’s council committee report.

CLOSED SESSION- 2.2-3711 A-3 REAL PROPERTY

Vice-Mayor Yackel moved to enter closed session in accordance with Virginia State Code Sections 2.2-3711A (3) as it relates to Real Property of the Virginia Freedom of Information Act. The motion was seconded by Councilman Self and carried with the following votes:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

To re-enter the regular session of the meeting, Mayor Phelps called for a roll call vote to certify that the only items discussed in closed session were items involving real property. The roll call vote certifies that they only discussed matters cited in the motion to enter closed session and legally permitted them to be so discussed in the Virginia Freedom of Information Act subsections cited in the motion to enter closed session. The roll call votes are as follows:

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

Out of closed session, Mayor Phelps stated the Town has an opportunity to go into agreement with VEPCO dba Dominion Resources for the purpose of using some amount of acreage on the Strawberry Hill tract for the purpose of a potential solar facility. The Town Council has been presented with a preliminary contract that the Council needs to give the Town Manager approval to meet with the Town Attorney to discuss and report back to the mayor and brief him on the situation regarding the solar facility contract. If there is nothing out of the ordinary, then Mr. Quesenberry needs permission to enter into the contract.

Councilman English moved to authorize the Town Manager to meet with the Town Attorney to discuss the preliminary contract and to brief the mayor with the results of said meeting regarding the preliminary solar facility contact. If nothing is out of the ordinary, then the Town Manager has the authority to enter into the aforementioned contract. The motion was seconded by Councilwoman Bryant and carried with the following votes.

Randall L. Phelps	Aye	Paul G. Yackel	Aye
Mary Beth Bryant	Aye	Jonathan English	Aye
Rebecca Hubert	Aye	Daphne Palmore	Aye
Ralph Self	Aye	Bobby Walters	Aye

CLOSING COMMENTS:

- Councilman Self thought the meeting was very informative. He welcomed incoming Councilmembers Walters and Palmore. He is looking forward to having them on the team and their input in the coming new year and making great decisions for the town. Councilman Self stated that we take advantages of things in our community and then we see the devastation occurring in California and our hearts go out to their communities. Even as close as the City of Richmond with their water situation. It makes him appreciate our water system even more when he can turn on his tap and get water anytime he needs it. Water is just as valuable as electricity. You don't know how much you appreciate it until you don't have it. Thank you to the staff for keeping our water system operational.
- Councilwoman Hubert thought it was a great meeting and extended a warm welcome to Councilmembers Walters and Palmore and expressed how great their input was during the meeting. Councilwoman Hubert congratulated Mayor Phelps and Vice-Mayor Yackel on being reappointed to their positions.
- Councilman Walters stated it was an honor and privilege to serve with everyone on the Town Council. He thanked the Town Manager for the Town of Warsaw swag that he was given. He wanted to give a shout-out to the Public Works employees as they were

pulling the lights down yesterday during the extremely cold weather and they did such a great job.

- Councilwoman Bryant wished everyone a happy new year and stated she really enjoyed knowing a little bit more about what Council discussed and thinks it is going to help the Town. It is good that we have new people on the Town Council.
- Councilman English welcomed Councilmembers Palmore and Walters to the Council and thanked them for not being nervous and jumping right in. Councilman English participated in the Christmas Town parade with the NNRJ and thinks that making it at nighttime was a great idea and he hopes that continues. He thanked the Town and staff for putting on such a great event.
- Councilwoman Palmore thanked everyone for the warm welcome and she is glad to be here to serve everyone.
- Vice-Mayor Yackel thought it was great how Councilmembers Palmore and Walters jumped right in tonight. He suggested that our incoming Councilmembers take the Town Manager up on the offer to tour the wastewater treatment plant and to do the ride along with the Police Chief.
- Mayor Phelps thought everyone did a great job tonight and welcomed Councilmembers Palmore and Walters. He thanked all the Town Council for serving as Warsaw's Town Mayor has been one of the top honors of his life. He appreciates the Town Council for letting him serve as mayor for two more years. He feels that the Town is going to have a super busy year, and he anticipates there to be a lot of hard votes in the upcoming year.

There being no further business, Mayor Phelps adjourned the meeting at 7:58 p.m.


Submitted by: Julia Blackley- Rice, Clerk

December 18, 2024

Members of the Town Warsaw Planning Commission

This statement is in regard to the Rhodes Place project. I would like to start by stating I do understand the need for housing, growth is inevitable and can be good for some communities. I had sent a letter for the joint hearing that was read at the Dec. 12th meeting. I have enclosed a copy for your reference.

My concerns are as follows:

1. The partial destruction of the Enchanted Forest with a 50' ingress/egress to Wallace Street.
2. The increase of vehicle traffic from Rt. 360 onto Wallace St. and Circle Street.
3. The increase of responses from our Vol. Fire Dept. for these accidents.
4. A potential increase in our water/sewer bills.
5. The potential decrease of my property value, if I wish to sell. No one wants to be backed up to Apartments. (Will you trade homes with me?)

If Mr. Packett wants to develop, **please, please**, reconsider the Rhodes Pl. project, and let him build on the Broadus Creek project. If on a smaller scale that all the villas, condos sell and the apartments rented, then he could build more, he should start out low in the number of units to be built. I have worked in Westmoreland County and have seen the start of a project and then the demise of it, which left a partially development area (unslightly). I also believe Mr. Packett's percentage of calls to the Mid Towne apts. is low. I have been told by many, the Police are called there frequently. There is property for sale near Food Lion, let him purchase this and build his apartments.

Most all of my neighbors on Woodland Heights Road, have expressed to me their concerns and the fact we would butt up to apartments.

Betsy Norris
142 Woodland Heights Road
Warsaw VA



enclosure

12-6-24

Betsy Norris
142 Woodland Heights Rd.
Warsaw, VA 22572

Members of the Town Council and Planning Commission
Belle View Lane
Warsaw, VA 22572

This letter is in response to the proposed development by Warsaw LLC of Rhodes Place. I understand the need for housing, but am opposed to the development of Rhodes Place. The plan shows a right of way through the Enchanted Forest to Wallace Street. I am concerned about the destruction of the woodland, the carvings and possible runoff into the streams. Also the fact that many families walk the trails and children run through there. Our abundance of wildlife, that will also be affected. The town has spend a lot of time and money on the Bounds and I do not want to see it and the trails destroyed.

It is difficult now, even tricky, to exit/enter Wallace Street by the Bounds due to the restricted site line down the incline from the traffic light. How many accidents will occur? How thin will you stretch our fire department members, who are volunteers?

At this time our fire department depends on Essex County and other counties for a ladder truck. With this increase in apartment buildings this will put an extra strain on the department and its members.

Can the current water and sewer system handle all of this construction? How much more will you increase our water/sewer bills, as many of us have to budget as it is, how soon would the Town do another increase?

The Planning Commission and the Town Council need to carefully reconsider his building project, from Rhodes Place to the Broadus Creek property. Please do not allow the destruction of the trails

Do we really want the Town of Warsaw to become an apartment community? It seems to be getting there fast.

Respectfully,



Betsy Norris

mmilstead@verizon.net

To: mmilstead@vverizon.net
Subject: Proposed Development in Warsaw

I am optimistic that the proposed development by Gregory Packett will be an asset to the town and all of its citizens. I do have some questions/concerns that I hope the planning commission and town council will give some thought to:

1. At the last meeting there was some discussion of voting and approving this development then, while I appreciate the enthusiasm having a conversation with a few public officials as to the impact of the development on the community is not due diligence . We currently need more information to make an informed decision that is in the best interest of the community. A professional impact study performed by an independent third party , hired by the town and paid 100% for by the developer could provide needed information to make an informed and educated decision for the town and its citizens that you all represent.
2. What is the current usage % of the towns water and sewage facilities, correct me if I am wrong but somewhere around 65%??? The DEQ will want a plan on future expansion of water treatment facilities once consumption gets around 85%., the current facilities cost to build I believe was about 12-14 million dollars years ago and it took the council about 5 years to come up with a solution that included millions from state and federal money with the town matching a percentage of it. I would think an impact study would tell what current consumption is, and how much the development would consume. The cost is more than just discounted connection fees, there is a whole underground infrastructure that needs to be maintained, replaced as needed, and updated. The water and sewage any community provides is a valuable asset , please make sure the long term costs of the development are taken into consideration, Let's be honest it is unlikely you would have any interest in the town from a developer if it was not for the public utilities.
3. What is the impact on traffic, schools, social services, emergency services and law enforcement. This requires more than a casual conversation with local officials. What are the long term costs on the community, after the developer has built his last house or apartment and left the development for the town and county to maintain.
4. What is the current ratio of houses to apartments in the town, and what will this development do to this percentage, what has been the economic and public needs impact on other communities that have had similar development and growth? I keep hearing there is a need for apartments in the area, that may or may not be true, but it is not the town of Warsaw or its citizens responsibility to solely resolve any issue that may or may not exist?
5. Please allow the planning commission to do their due diligence on examining the development, and come up with a recommendation , prior to the council making any motions to vote on approval. Extend them the courtesy of doing the job ~~the~~ they all volunteered to do.

I appreciate your consideration, as always thank you for the work you do,

Mark Milstead
159 College Av
Warsaw, VA

Joseph N. Quesenberry
Town Manager

Melissa W. Coates
Assistant Town Manager

Julia Blackley - Rice
Clerk - Treasurer

Sean L. Peterson
Chief of Police

Sands Anderson Law Firm
Town Attorney



Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Ogle E. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Jonathan English

Ralph W. Self

Mary Beth Bryant

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

MEMORANDUM

TO: Warsaw Town Council

FROM: Joseph N. Quesenberry, Town Manager

DATE: 01/09/2025

RE: Town Manager's Report

Dear Council Members,

Please find my Town Manager's report for the month of December and the beginning of January. As always, please let me know if you have any questions or wish to discuss any items in particular.

1. Christmas Town

We're pleased to report that Christmas Town 2024 was a huge success! We estimated 12,000 attendees this year throughout the day, particularly near the parade time. Parking and pedestrian access ran much smoother this year, and we continue to learn lessons as go forward. I want to thank our entire staff for working 14-16 hours that day in various capacities, all of the various agencies and organizations that assisted us with safety and traffic control, and to our residents for their patience and for coming out to support the event. A HUGE thank you goes out to our many sponsors that made this financially possible.

2. Economic Development

Town staff members have been working diligently with several mixed-use developers that plan to submit proposals to the Town within 2025. At this time, we have been contacted by or held meetings with five (5) residential/commercial developers across different parcels in Town, and two (2) strictly commercial developers. We will keep you posted as these progress.

Regarding our economic development strategy for 2025, Town staff members are dedicating additional time and resources towards pursuing a hotel establishment. The lack of moderately priced overnight accommodation leaves us at a disadvantage, both directly due to a lack of transient occupancy tax revenues, and indirectly with being unable to support large-scale events, regional meetings, etc. We will continue to pursue options and opportunities and will bring them to you in the near future.

3. Budget Preparation

We are happy to report that we are at the beginning stages of our annual budget preparation process. All Department Heads have submitted their Capital Improvement Plan requests, and I will be working to update the budget accordingly and will present it to the Planning Commission and Council for their review. With our downtown revitalization phase now nearing completion, we plan to focus on infrastructure and facilities, such as the Wastewater Treatment Plant, Remote Water Meter systems, etc. We'll reach out in the coming weeks to schedule budget work sessions.

4. Weather Event

Town Police and Public Works employees successfully ensured the Town functioned properly during the recent snow and below freezing temperatures. Town Police did an excellent job of traveling through the neighborhoods, assisting disabled vehicles, and keeping the public informed of any issues along side streets. We want to also thank VDOT and NNEC crews for their prompt attention and diligence throughout Town and the community at large.

5. New Council Member Onboarding

The Mayor, Assistant Town Manager, and I met with Council Members Palmore and Walters to introduce them to the Town Council. We provided copies of the adopted budget, Virginia FOIA documents, VML information, and the Council Code of Conduct. We also discussed upcoming plans and projects to ensure a smooth transition to the Council. We look forward to working together for the betterment of our beautiful Town!

6. Mandatory FOIA Training

Per the Virginia State Code, all Council Members elected during this cycle will have to attend FOIA training. The Town's FOIA Officer, Mrs. Blackley-Rice, will be reaching out to you regarding dates and times for this to occur.



Warsaw Police Department

From the desk of Chief Sean L. Peterson



MONTHLY ACTIVITY REPORT December 1-31, 2024

Total calls for service: 267

Section I: Incidents

DATE	CASE	OFFENSE	BLK / STREET
12/6/2024	2024-000083	18.2-96: Petit larceny	5300 Blk Richmond Rd
12/17/2024	2024-000084	18.2-96: Petit larceny	4600 Blk Richmond Rd
12/27/2024	2024-000087	18.2-96: Petit larceny	4900 Blk Richmond Rd

Section II: Arrests

DATE	CASE	OFFENSE	BLK / STREET
12/24/2024	2024-000086	18.2-57.2: Assault & Battery – Family Member	100 Blk Walnut St
12/26/2024	2024-000085	19.2-306: Revocation of suspension of sentence/Probation	471 Main St
12/27/2024	2024-000088	46.2-301: Driving with a suspended License	Richmond Rd/Wallace

Section III: Traffic

Driving on suspended/Revoked License	4
Reckless Driving	0
Distracted Driving	15
Speeding	34
Expired Inspection	4
Expired / Improper VA Tag	5
Town Citations Issued	5
All other traffic summons	13
Reportable traffic crashes	4
Traffic Warnings	48

Section IV: Community Engagement

Neighborhood Select Patrols	175
Business Checks	86
Community Events	6

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



Town of
WARSAW
Heart of Virginia's Northern Neck

Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Mary Beth Bryant

Jonathan English

Ogle E. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Ralph W. Self

78 Belle Ville Lane, Warsaw, VA 22572 | P.O. Box 730 | Phone - (804) 333-3737 | <http://www.townofwarsaw.com>

MEMORANDUM

TO: Warsaw Town Council

FROM: Jesse Schools, Director of Public Works

DATE: 1/9/2025

RE: Public Works Report

Dear Council Members:

Please find my Public Works Report for the month of December. Please let me know if you have any questions or concerns.

-WWTP

Monthly Numbers

Average daily Influent flow for December – 167,700 gallons, a decrease of 5,900 gal from the month of November average daily flow.

Maximum Influent flow for December – 229,500 gallons, an increase of 35,300 gal from the month of November max flow.

For December, the average effluent Total Nitrogen (TN) concentration was 1.82 mg/l, within the limits of our permit.

For December, the average effluent Total Phosphorus (TP) concentration was 0.07 mg/l, within the limits of our permit.

Monthly Operations and Maintenance

On the 18th of December the treatment plant experienced a sand filter malfunction. This is an ongoing issue. We are working with our Engineer and a Service Technician to resolve this problem.

Operators serviced equipment as to our preventive maintenance program.

Plant staff served and cleaned all the lamps that serve the UV disinfectant system.

Completed and submitted our monthly operations report.

The Treatment Plant Staff assisted with recording water meter readings and installing holiday decorations.

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



COUNCIL MEMO Section 3, Item b.

Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Mary Beth Bryant

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Plant effluent samples taken and tested for the month of December met all requirements as to our permit discharge limits.

-Water Department

Attached you will find the Water Loss Report, for the month of December we are at a 3rd water loss.

Department staff did daily chlorine check of all four wells, along with two random samples each day throughout town.

Water meters read on 12/10/2024.

Staff also completed state selected bacteria samples, all results came back absent.

The water department also checked sewage/pump stations each day.

Installed 2 water meters on East Jefferson, one for new construction, the other for the empty lot (future construction).

-Refuse Department

For the month of November town staff made 14 trips to the landfill totaling 117.57 tons or 235,140 pounds of trash.

-Public Works (Maintenance)

Staff assisted with Monday and Thursday residential trash pickup.

Assisted with recording of monthly water meter readings.

Cutting of leaves and gutter cleanout on all town owned facilities.

Watering of all hanging baskets and flowerpots.

Took care of the bathrooms and grounds at the Town Park.

-Christmas Town/parade

All Public Works assisted in the preparation of Christmas town along with working the entirety of the event.

Staff also was able to get the trash truck cleaned up and decorated for the Christmas Parade.

Monthly Water Loss Report

Section 3, Item b.

Water System:

For the Month of:

Year:

Water Produced this month: gallons
Water Purchased this month: gallons

A: Total Water Produced and Purchased = **5,177,800 gallons**

Bulk Water Sales gallons

Total Sold = **4,999,398 gallons**

B: Difference: (Produced+Purchased) - Sold = **178,402 gallons**

% Difference = **3 % total water loss**

Gallons of Water Accounted For:

Breaks (Estimated Total)	<input type="text" value="0"/>	gallons
Hydrant Flushing	<input type="text" value="0"/>	gallons
Storage Tank/Clearwell overflow	<input type="text" value="0"/>	gallons
Fire Hydrant Use	<input type="text" value="10,000"/>	gallons
Fire Department Use	<input type="text" value="20,000"/>	gallons
Leak adjustments	<input type="text" value="0"/>	gallons
Maintenance shop	<input type="text" value="2,500"/>	gallons
Sewer jetting	<input type="text" value="1,800"/>	gallons
Town watering flowers	<input type="text" value="1,500"/>	gallons
Office/Police Dept.	<input type="text" value="1,500"/>	gallons
Pool	<input type="text" value="0"/>	gallons
Amount in storage tanks	<input type="text" value="0"/>	gallons
Sed/floc/mixing basin cleaning	<input type="text" value="0"/>	gallons
	<input type="text" value=""/>	gallons

C: Total Gallons Accounted For = **37,300 gallons**

Loss: Unaccounted-for Water: (B-C) = **141,102 gallons**

% Loss: Unaccounted-for Water: (B-C)/A % = **3 % unaccounted - for loss**

days in billing period

Gallons / Day Loss = **4,409 gallons/day**
Gallons / Minute Loss = **3 gallons/min.**

This spreadsheet is a product of the Technical Assistance Center for Water Quality at Western Kentucky University and the Kentucky Rural Water Association. Feel free to contact us at (270) 745-5948 or at <http://water.wku.edu/>. This spreadsheet may be freely distributed. Please let us know if you use it, like it, or have suggestions for improvement!

MINUTES
 WARSAW TOWN COUNCIL
 PLANNING COMMISSION
 JOINT WORKSESSION
 JANUARY 21, 2025, 6:00PM

Mayor Phelps called the work session to order at 6:00 p.m.

Mayor Phelps gave an introduction of the process and outlined the purpose of the work session before turning the meeting over to Town Manager Mr. Quesenberry.

Mr. Quesenberry gave a project overview of Rhodes Place & Broadus Creek Development.

- 63.16 acres
- Rhodes Place apartments proposed for Wallace Street
- Single-Family dwellings, age chartered, proposed for Route 360, some near/around the vicinity of Southern States
- If approved, 321 individual housing units include apartments, housing units, and villas
- 41.96% increase from current 2023 census estimates, 765 housing units & roughly 770-800 residents
- Town population roughly 3100-3200 at full build out
- Development company, Warsaw LLC owned by Gregory Packett and engineer assistance from Resource Group

Mr. Quesenberry spoke on the positives of the proposed project

- Need affordable, single family, age-targeted housing
- Need rooftops to have commercial growth, to lure businesses you need these three key factors population, traffic count, median household income. The population is where we are low for our locality
- Grocery store, 20,000 vehicle per day traffic count dense trade area within 3-mile radius
- Increase in tax benefits from meals and sales

Mr. Quesenberry spoke about some of the potential negatives of the proposed project

- Increased traffic flow
- Increase in population threshold
- Maintenance of own roads can cause financial burden
- Taking over more services

Concerns from Richmond County

- Increase in school student count
- Call services increase for police and EMS
- County Administrator recommends stagger build to acclimate to the increase

Steve Durbin, Town's attorney, discussed highlights of Phase 1 & 2

Open discussion among Council and Commission members

The main concerns addressed:

- Conserving the trees and carvings at Enchanted Forest
- If Mr. Packett sold property in future what would happen to the infrastructure
- Mayor Phelps stated that safeguards can be placed to protect property if Mr. Packett chose to sell in future
- Water availability in case of fire
- Will Town have an impact study done
- Need affordable housing
- School system accommodating the growth of students
- Mayor Phelps stated that new businesses have the option of going next to McDonald's and across from Food Lion
- Water availability for the increase of residents
- WWTP expansion if needed

Mr. Packett stated that no structures would be built near the trees at Enchanted Forest. His biggest concern is how the carvings will be maintained. We will preserve them, best we can. Each one is survey located. There are a couple in the purple lane that will need to be removed and about 10-12 logs are in his shop that have fallen over the years. He and his wife are determining where to relocate them. Not asking for rezoning on this piece, already zoned R-12. Commercial parcels are near Jenks Hardware and the old unemployment office. Using traditional town overlay, reason for proffers and upgrades. It was not about the number of units; it was about the design.

Mr. Packett stated that he has been waiting for over 2 and half years for the Department of Environmental Quality to approve a permit to finish the project at Midtowne project. He is very optimistic about starting soon this year. He will place his own funds back into the community once again.

Midtowne apartments are full and have a waiting list. 80-90% of the tenants are the same.

Mayor Phelps instructed Planning Commission members to come to the next meeting with a plan to vote on Rhodes Place & Broadus Creek Development.

He fully supports plans and is not a fan of impact study.

Vice Mayor Yackel stated he fully supports the plan and needs an impact study.

Mayor Phelps closed the work session at 7:34PM.



Submitted by: Elizabeth Davis, Finance Manager

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
10-300-0000 PERMITS & FEES	2,500	0.00	115.00	115.00	1,680.00	(820.00)	67%
10-301-0000 S W USER FEE - COMMERCIAL	166,500	0.00	15,915.00	15,915.00	110,325.00	(56,175.00)	66%
10-301-5000 SW USER FEE - RESIDENTIAL	88,000	0.00	7,440.00	7,440.00	52,015.40	(35,984.60)	59%
10-305-0000 REAL ESTATE TAXES	260,000	0.00	36,008.96	36,008.96	280,674.31	20,674.31	108%
10-306-0000 PERSONAL PROPERTY TAXES	140,000	0.00	(38,191.36)	(38,191.36)	173,957.52	33,957.52	124%
10-307-0000 PPTRA	17,365	0.00	0.00	0.00	17,365.30	0.30	100%
10-310-0000 BANK FRANCHISE TAX	170,000	0.00	0.00	0.00	0.00	(170,000.00)	
10-315-0000 BUSINESS LICENSES	130,000	0.00	237.40	237.40	14,120.75	(115,879.25)	11%
10-320-0000 VEHICLE TAX/DECALS	35,000	0.00	(96.00)	(96.00)	42,687.00	7,687.00	122%
10-325-0000 STATE SALES TAX	100,000	0.00	9,174.01	9,174.01	77,984.26	(22,015.74)	78%
10-326-0000 MEALS TAX	635,000	0.00	59,867.24	59,867.24	401,476.98	(233,523.02)	63%
10-327-0000 LODGING TAX	43,000	0.00	2,824.92	2,824.92	25,274.63	(17,725.37)	59%
10-328-0000 CIGARETTE TAX	80,000	0.00	0.00	0.00	40,725.87	(39,274.13)	51%
10-330-0000 FINES	35,000	0.00	2,645.41	2,645.41	20,651.83	(14,348.17)	59%
10-345-0000 INTEREST INCOME/GEN	10,000	0.00	0.00	0.00	1,531.59	(8,468.41)	15%
10-355-0000 LAW ENFORCEMENT ASS'T	34,500	0.00	1,799.08	1,799.08	25,317.08	(9,182.92)	73%
10-360-0000 UTILITY/CONSMPTION TX	13,500	0.00	308.34	308.34	9,459.20	(4,040.80)	70%
10-361-0000 COMMUNICATIONS TAX	29,000	0.00	2,510.93	2,510.93	17,691.14	(11,308.86)	61%
10-365-0000 STATE FIRE INSURANCE	15,000	0.00	0.00	0.00	15,000.00	0.00	100%
10-375-0000 CABLE TV LEASE	3,000	0.00	0.00	0.00	0.00	(3,000.00)	
10-376-0000 BILLBOARD REVENUE	1,750	0.00	1,750.00	1,750.00	1,750.00	0.00	100%
10-377-0000 COMMUNITY MARKET	50	0.00	0.00	0.00	0.00	(50.00)	
10-381-0000 REVOLVING LOAN FUND REPAYMENTS	12,000	0.00	0.00	0.00	0.00	(12,000.00)	
10-390-0000 MISC/INCOME	4,000	0.00	0.00	0.00	35.00	(3,965.00)	1%
10-390-0050 GRANTS-TRANSP-ALTERNATIVE-VDOT	1,500,000	0.00	0.00	0.00	221,223.97	(1,278,776.03)	15%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-390-0900 GRANTS - IRF	0	0.00	0.00	0.00	85,767.42	85,767.42	
10-390-0975 GRANT - HOUSING/PLANNING	632,534	0.00	0.00	0.00	0.00	(632,534.00)	
10-391-0000 GRANTS/DMV	7,200	0.00	0.00	0.00	2,164.00	(5,036.00)	30%
10-392-0000 GRANTS/DCJS	3,000	0.00	0.00	0.00	0.00	(3,000.00)	
10-396-0000 RICHCO/ HAUL FEE	12,000	0.00	1,234.26	1,234.26	6,748.02	(5,251.98)	56%
10-397-0000 TRASH DUMPSTERS	10,000	0.00	2,664.00	2,664.00	7,097.58	(2,902.42)	71%
10-398-0000 POLICE CAR RESERVES	0	0.00	0.00	0.00	52,000.00	52,000.00	
10-398-0005 REFUSE DUMPSTER/RESERVES	0	0.00	0.00	0.00	135.00	135.00	
10-399-0005 LOAN PROCEEDS	277,464	0.00	0.00	0.00	290,700.00	13,236.00	105%
10-399-5000 SPECIAL EVENTS (REVENUE)	30,000	0.00	0.00	0.00	19,600.00	(10,400.00)	65%
Revenues Totals:	4,497,363	0.00	106,207.19	106,207.19	2,015,158.85	(2,482,204.15)	45%
Expenses							
10-420-0200 SALARIES/ADM	360,000	0.00	42,624.69	42,624.69	224,585.53	135,414.47	62%
10-420-0201 OT/BONUS - ADMIN	3,000	0.00	233.26	233.26	2,813.77	186.23	94%
10-420-0500 PAYROLL TAXES/ADM	27,300	0.00	3,211.27	3,211.27	16,823.94	10,476.06	62%
10-420-0600 SHORT&LONG TERM DISABILITY	1,965	0.00	280.58	280.58	982.03	982.97	50%
10-420-0700 RETIREMENT-LI/ADM	38,955	0.00	3,369.68	3,369.68	23,058.40	15,896.60	59%
10-420-0900 MEDICAL INS/ADM	53,880	0.00	4,490.00	4,490.00	31,430.00	22,450.00	58%
10-420-1000 EDUCATION/PROF DEVELOPMT	2,000	0.00	0.00	0.00	870.00	1,130.00	44%
10-420-1100 TELEPHONE/OFFICE	8,250	0.00	679.34	679.34	4,268.84	3,981.16	52%
10-420-1300 ELECTRICITY/OFFICE	5,000	0.00	1,023.46	1,023.46	2,411.71	2,588.29	48%
10-420-1400 MTGS/CONFERENCES/ADM	9,000	0.00	1,132.56	1,132.56	3,376.52	5,623.48	38%
10-420-1500 BLDGS/GROUNDS/MAINTENANCE	18,000	0.00	582.96	582.96	14,016.21	3,983.79	78%
10-420-1900 CIGARETTE TAX STAMPS	5,000	0.00	0.00	0.00	0.00	5,000.00	
10-420-2200 AUDIT	14,000	0.00	0.00	0.00	0.00	14,000.00	

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-420-2300 LEGAL SERVICES	25,000	0.00	8,102.66	8,102.66	16,431.65	8,568.35	66%
10-420-2600 ADVERTISING	30,000	0.00	8,109.36	8,109.36	31,646.89	(1,646.89)	105%
10-420-3100 AUTO O/M-ADM EXPENSE	4,500	0.00	322.43	322.43	2,965.06	1,534.94	66%
10-420-3200 OFFICE SUPPLIES	13,000	0.00	4,262.57	4,262.57	16,287.62	(3,287.62)	125%
10-420-3300 PRINTING/REPORTS/MAPPING	250	0.00	0.00	0.00	100.00	150.00	40%
10-420-3400 COMPUTER SUPPORT FEE	17,000	0.00	988.50	988.50	15,866.14	1,133.86	93%
10-420-3450 COMPUTER O/M	6,500	0.00	79.96	79.96	2,670.64	3,829.36	41%
10-420-4000 RECODIFICATION EXPENSE	1,000	0.00	0.00	0.00	0.00	1,000.00	
10-420-5298 DMV STOP FEES	400	0.00	0.00	0.00	65.00	335.00	16%
10-420-5300 DUES	2,500	0.00	439.80	439.80	2,227.83	272.17	89%
10-420-5350 SAFETY PROGRAM	1,000	0.00	0.00	0.00	67.40	932.60	7%
10-420-5400 INSURANCE/RISK MANAGEMENT	18,500	0.00	0.00	0.00	8,443.86	10,056.14	46%
10-420-5500 COUNCIL EXPENSE	10,000	0.00	323.66	323.66	7,586.19	2,413.81	76%
10-420-5600 ELECTION EXPENSE	1,000	0.00	0.00	0.00	0.00	1,000.00	
10-420-5700 MISCELLANEOUS/ADM	8,500	0.00	762.87	762.87	8,208.27	291.73	97%
10-420-5900 ECONOMIC DEVELOPMENT	39,400	0.00	1,867.00	1,867.00	17,526.50	21,873.50	44%
10-420-5950 ECONOMIC DEVLEOPMENT - BUSINESS LOANS	0	0.00	0.00	0.00	10,000.00	(10,000.00)	
ADMINISTRATION Totals:	724,900	0.00	82,886.61	82,886.61	464,730.00	260,170.00	64%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-510-0200 SALARIES/WPD	268,000	0.00	39,788.97	39,788.97	182,112.63	85,887.37	68%
10-510-0201 OT/BONUS - WPD	10,000	0.00	1,615.02	1,615.02	10,260.91	(260.91)	103%
10-510-0500 PAYROLL TAXES/WPD	20,500	0.00	3,156.09	3,156.09	14,817.23	5,682.77	72%
10-510-0600 SHORT&LONG TERM DISABILITY	990	0.00	154.38	154.38	540.33	449.67	55%
10-510-0700 RETIREMENT/LI/WPD	19,640	0.00	3,102.22	3,102.22	17,056.92	2,583.08	87%
10-510-0820 LINE OF DUTY ACT	2,500	0.00	0.00	0.00	1,275.42	1,224.58	51%
10-510-0900 MEDICAL INSURANCE/WPD	32,328	0.00	2,694.00	2,694.00	16,164.00	16,164.00	50%
10-510-1000 PROFESSIONAL DEVELOP/WPD	2,000	0.00	0.00	0.00	722.90	1,277.10	36%
10-510-1100 LEGAL FEES/WPD	10,000	0.00	120.00	120.00	120.00	9,880.00	1%
10-510-2000 Electricy - WPD	2,300	0.00	432.70	432.70	1,266.31	1,033.69	55%
10-510-2100 Grounds/Maintenance - WPD	9,000	0.00	1,104.85	1,104.85	9,703.57	(703.57)	108%
10-510-3100 AUTO O/M-WPD	25,000	0.00	2,071.02	2,071.02	11,445.53	13,554.47	46%
10-510-3200 UNIFORMS/SUPPLIES/WPD	5,000	0.00	1,070.76	1,070.76	7,217.79	(2,217.79)	144%
10-510-3210 POLICE SUPPLIES	6,500	0.00	550.59	550.59	11,118.71	(4,618.71)	171%
10-510-3220 OFFICE SUPPLIES	3,000	0.00	1,719.10	1,719.10	6,789.32	(3,789.32)	226%
10-510-3230 OFFICE EQUIP/RESERVES	1,500	0.00	0.00	0.00	0.00	1,500.00	
10-510-3240 EVIDENCE SECURITY	500	0.00	0.00	0.00	0.00	500.00	
10-510-3400 TECH SUPPORT/WPD	10,000	0.00	4,531.40	4,531.40	15,838.29	(5,838.29)	158%
10-510-3500 TELECOMMUNICATIONS	9,000	0.00	785.55	785.55	5,319.96	3,680.04	59%
10-510-3603 GRANTS/DCJS	3,000	0.00	0.00	0.00	0.00	3,000.00	
10-510-3701 COMMUNITY SERVICE	1,500	0.00	291.12	291.12	3,150.37	(1,650.37)	210%
10-510-3710 GRANT/DMV	0	0.00	189.61	189.61	2,035.85	(2,035.85)	
10-510-3712 Police Radios/Reserves	5,000	0.00	0.00	0.00	0.00	5,000.00	
10-510-4100 POLICE BODY CAMERAS	6,286	0.00	0.00	0.00	0.00	6,286.00	
10-510-4200 POLICE ACADEMY	2,000	0.00	0.00	0.00	2,072.35	(72.35)	104%
10-510-4210 ADVERTISING	500	0.00	0.00	0.00	1,117.65	(617.65)	224%
10-510-5300 DUES	3,000	0.00	421.80	421.80	421.80	2,578.20	14%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-510-5310 BOOKS & SUBSCRIPTIONS	250	0.00	0.00	0.00	0.00	250.00	
10-510-5400 INSURANCE/RISK MANAGEMENT	18,500	0.00	0.00	0.00	8,018.72	10,481.28	43%
10-510-6100 RESERVE TRANSFERS	15,000	0.00	0.00	0.00	0.00	15,000.00	
WARSAW POLICE DEPT Totals:	492,794	0.00	63,799.18	63,799.18	328,586.56	164,207.44	67%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-550-0200 SALARIES/PS	195,000	0.00	27,774.60	27,774.60	124,448.77	70,551.23	64%
10-550-0201 OT/BONUS - PS	5,000	0.00	1,766.96	1,766.96	7,896.72	(2,896.72)	158%
10-550-0500 PAYROLL TAXES/PS	16,250	0.00	2,259.94	2,259.94	18,381.76	(2,131.76)	113%
10-550-0600 SHORT&LONG TERM DISABILITY	950	0.00	142.46	142.46	498.61	451.39	52%
10-550-0700 RETIREMENT/LI/PS	18,570	0.00	1,643.50	1,643.50	11,702.05	6,867.95	63%
10-550-0900 MEDICAL INS/PS	43,104	0.00	3,592.00	3,592.00	25,144.00	17,960.00	58%
10-550-1100 TELEPHONES - PUBLIC SERVICE	3,500	0.00	255.73	255.73	1,665.51	1,834.49	48%
10-550-1300 ELECTRICITY-TOWNPARK	5,000	0.00	715.46	715.46	2,000.43	2,999.57	40%
10-550-1700 REPAIRS/TRASH TRUCK	25,000	0.00	1,754.35	1,754.35	7,305.41	17,694.59	29%
10-550-2000 Dog Park	2,000	0.00	0.00	0.00	0.00	2,000.00	
10-550-2100 Fountain - Main Street	500	0.00	0.00	0.00	50.35	449.65	10%
10-550-3100 OPERATION/TRASH TRK	29,000	0.00	1,507.14	1,507.14	12,489.27	16,510.73	43%
10-550-3150 VEHICLE M&O/PS	11,000	0.00	820.16	820.16	4,384.19	6,615.81	40%
10-550-3200 UNIFORMS/ETC	2,500	0.00	0.00	0.00	374.70	2,125.30	15%
10-550-3300 EQPT/SUPPLIES/PS	2,000	0.00	272.87	272.87	1,500.18	499.82	75%
10-550-3400 SAFETY EQUIPMENT	1,000	0.00	20.99	20.99	193.35	806.65	19%
10-550-3500 TRASH DUMPSTER EXPENSE	10,000	0.00	17,743.00	17,743.00	17,743.00	(7,743.00)	177%
10-550-3550 TOWN APPARELL	10,000	0.00	0.00	0.00	0.00	10,000.00	
10-550-3600 GRANTS-TRANSP-ALTERNATIVE-VDOT	1,500,000	0.00	53,977.61	53,977.61	61,977.61	1,438,022.39	4%
10-550-3700 BEAUTIFICATION	35,000	0.00	4,571.62	4,571.62	54,727.28	(19,727.28)	156%
10-550-3800 STREET LIGHTS	36,000	0.00	2,719.48	2,719.48	20,472.59	15,527.41	57%
10-550-3850 SIDEWALKS	30,000	0.00	0.00	0.00	29,072.44	927.56	97%
10-550-3900 ILIGHTING/CHRISTMAS	8,000	0.00	1,202.93	1,202.93	10,287.15	(2,287.15)	129%
10-550-3950 P/S SNOW REMOVAL	250	0.00	0.00	0.00	0.00	250.00	
10-550-4500 GRANTS - USDA COMMUNITY MARKET	0	0.00	0.00	0.00	2,438.00	(2,438.00)	
10-550-4600 GRANTS - IRF	0	0.00	4,000.00	4,000.00	7,642.58	(7,642.58)	

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-550-4700 GRANTS - DMV	7,200	0.00	0.00	0.00	0.00	7,200.00	
10-550-4850 GRANT - HOUSING/PLANNING (EXPENSE)	632,534	0.00	20,059.00	20,059.00	20,059.00	612,475.00	3%
10-550-5300 INSURANCE/RISK MANAGEMENT - PUBLIC SERVICE	18,500	0.00	0.00	0.00	8,018.72	10,481.28	43%
10-550-5500 MISCELLANEOUS/PARK	6,500	0.00	551.74	551.74	3,367.90	3,132.10	52%
10-550-5700 MISCELLANEOUS/PS	1,500	0.00	378.85	378.85	867.39	632.61	58%
10-550-6000 CIP - PS	10,000	0.00	0.00	0.00	0.00	10,000.00	
10-550-6100 THE SADDLERY	6,500	0.00	702.41	702.41	2,878.17	3,621.83	44%
10-550-6200 THE BOUNDS	20,000	0.00	1,719.04	1,719.04	29,836.64	(9,836.64)	149%
10-550-6400 COMMUNITY MARKET	2,000	0.00	0.00	0.00	1,000.00	1,000.00	50%
10-550-6500 PROJECT CONTINGENCIES	66,600	0.00	782.00	782.00	22,587.93	44,012.07	34%
10-550-6600 74 MAIN STREET	0	0.00	0.00	0.00	201.81	(201.81)	
PUBLIC SERVICE Totals:	2,760,958	0.00	150,933.84	150,933.84	511,213.51	2,249,744.49	19%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-600-6000 CHRISTMAS PARADE	2,000	0.00	82.63	82.63	1,955.61	44.39	98%
10-600-6100 NN TOURISM	1,200	0.00	0.00	0.00	0.00	1,200.00	
10-600-6200 FIRE DEPARTMENT	10,000	0.00	0.00	0.00	10,000.00	0.00	100%
10-600-6300 STATE FIRE INSURANCE	15,000	0.00	0.00	0.00	15,000.00	0.00	100%
10-600-6550 RCC TENNIS COURT REHAB PROJECT	5,000	0.00	15,000.00	15,000.00	15,000.00	(10,000.00)	300%
10-600-6600 PUBLIC LIBRARY	8,000	0.00	8,000.00	8,000.00	8,000.00	0.00	100%
10-600-6801 BUSINESS IMPROVEMENT GRANT	10,000	0.00	2,500.00	2,500.00	6,759.86	3,240.14	68%
10-600-6802 WARSAW/RC CHAMBER	3,000	0.00	3,000.00	3,000.00	3,000.00	0.00	100%
10-600-6850 MAIN STREET PROGRAM	3,000	0.00	4,200.00	4,200.00	4,200.00	(1,200.00)	140%
10-600-6900 WARSAW/RICH CO MUSEUM	1,000	0.00	1,000.00	1,000.00	1,000.00	0.00	100%
10-600-6925 Richmond Co Animal Shelter	500	0.00	500.00	500.00	500.00	0.00	100%
10-600-6950 RICHMOND COUNTY LITTLE LEAGUE	500	0.00	500.00	500.00	500.00	0.00	100%
10-600-7000 RICHMOND COUNTY YMCA	1,000	0.00	0.00	0.00	1,000.00	0.00	100%
10-600-7100 FIREWORKS FESTIVAL	750	0.00	750.00	750.00	750.00	0.00	100%
10-600-7400 RHS AFTER PROM	250	0.00	250.00	250.00	250.00	0.00	100%
10-600-8000 THE HAVEN SHELTER	1,000	0.00	1,000.00	1,000.00	1,000.00	0.00	100%
10-600-8100 VARIOUS CONTRIBUTIONS	1,606	0.00	250.00	250.00	500.00	1,106.00	31%
CONTRIBUTIONS Totals:	63,806	0.00	37,032.63	37,032.63	69,415.47	(5,609.47)	109%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 9 Of 22

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-650-5000 SPECIAL EVENTS (EXPENSE)	40,000	0.00	18,823.01	18,823.01	65,149.94	(25,149.94)	163%
Totals:	40,000	0.00	18,823.01	18,823.01	65,149.94	(25,149.94)	163%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-998-0001 CAPITAL OUTLAYS	277,464	0.00	0.00	0.00	(7,401.00)	284,865.00	-3%
10-998-0002 CONTINGENCY/RESERVES	5,000	0.00	0.00	0.00	1,151.66	3,848.34	23%
10-998-0005 CONSTRUCTION - 74 MAIN STREET	0	0.00	0.00	0.00	15,500.00	(15,500.00)	
CAPITAL ITEM EXPENSE Totals:	282,464	0.00	0.00	0.00	9,250.66	273,213.34	3%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-999-0001 TRASH TRK DEBT (5 YRS)	19,452	0.00	0.00	0.00	9,726.00	9,726.00	50%
10-999-0002 POLICE CARS DEBT (5 YRS)	11,065	0.00	0.00	0.00	5,538.00	5,527.00	50%
10-999-0003 STORMWATER FACILITY DEBT	38,157	0.00	3,179.78	3,179.78	19,078.68	19,078.32	50%
10-999-0004 WPD COMMUNICATION LOAN (USDA) - 5 YEAR	2,700	0.00	0.00	0.00	2,700.00	0.00	100%
10-999-0005 WPD POLICE DURANGOS CAR LOAN (5 YEARS)	8,256	0.00	0.00	0.00	4,128.00	4,128.00	50%
10-999-0006 ARPA FUNDS - EXPENSES	0	0.00	8,930.36	8,930.36	492,838.76	(492,838.76)	
10-999-0008 LOAN PAYMENT - 74 MAIN STREET	19,101	0.00	1,518.33	1,518.33	10,731.38	8,369.62	56%
10-999-0009 TRASH TRUCK DEBT (FY2025)	33,710	0.00	0.00	0.00	11,504.00	22,206.00	34%
DEBT SERVICE Totals:	132,441	0.00	13,628.47	13,628.47	556,244.82	(423,803.82)	420%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 12 Of 22

Period Ending 1/31/2025

	Expenses Totals:	4,497,363	0.00	367,103.74	367,103.74	2,004,590.96	2,492,772.04	45%
10 GENERAL FUND	Revenues Over/(Under) Expenses:			(260,896.55)	(260,896.55)	10,567.89		

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

30 WATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
30-305-0000 WATER USER FEES	500,000	0.00	30,050.09	30,050.09	226,468.21	(273,531.79)	45%
30-309-0000 INTEREST INCOME CD	2,500	0.00	0.00	0.00	413.37	(2,086.63)	17%
30-380-0000 MISC INCOME	100	0.00	0.00	0.00	0.00	(100.00)	
30-390-3000 WELL REPLACEMENT	1,000,000	0.00	0.00	0.00	0.00	(1,000,000.00)	
Revenues Totals:	1,502,600	0.00	30,050.09	30,050.09	226,881.58	(1,275,718.42)	15%
Expenses							
30-810-0200 SALARIES/WATER	140,000	0.00	19,367.20	19,367.20	96,362.38	43,637.62	69%
30-810-0201 OT/BONUS - WATER	9,000	0.00	2,667.00	2,667.00	13,642.87	(4,642.87)	152%
30-810-0500 PAYROLL TAXES/WTR	10,450	0.00	1,568.80	1,568.80	8,064.85	2,385.15	77%
30-810-0600 SHORT&LONG TERM DISABILITY	680	0.00	101.28	101.28	354.48	325.52	52%
30-810-0700 RETIREMENT/LIFE INS/WTR	13,350	0.00	1,313.17	1,313.17	8,647.10	4,702.90	65%
30-810-0900 MEDICAL INS/WTR	39,876	0.00	1,796.00	1,796.00	18,680.00	21,196.00	47%
30-810-1100 TELEMETRY/TELEPHONE/WTR	3,000	0.00	360.34	360.34	1,325.81	1,674.19	44%
30-810-1300 ELECTRICITY/WELLS/WTR	32,000	0.00	6,757.79	6,757.79	19,308.15	12,691.85	60%
30-810-1600 MAINTENANCE/WELLS/WTR	5,500	0.00	0.00	0.00	560.80	4,939.20	10%
30-810-1700 MAINTENANCE TOWERS/WTR	45,000	0.00	0.00	0.00	39,855.82	5,144.18	89%
30-810-2200 AUDIT EXPENSE	6,000	0.00	0.00	0.00	0.00	6,000.00	
30-810-2700 TRACTOR M/O-WTR	2,000	0.00	0.00	0.00	76.39	1,923.61	4%
30-810-2800 BUSHHOG/MOWERS/WTR	2,300	0.00	0.00	0.00	890.26	1,409.74	39%
30-810-2900 EQUIPMENT/TOOLS/WTR	3,500	0.00	0.00	0.00	21.82	3,478.18	1%
30-810-3000 OFFICE EQUIPMENT/WTR	1,000	0.00	228.20	228.20	1,625.60	(625.60)	163%
30-810-3100 VEHICLE M/O-WTR	14,000	0.00	710.73	710.73	12,194.37	1,805.63	87%
30-810-3200 OFFICE SUPPLIES/WTR	2,500	0.00	247.21	247.21	1,545.74	954.26	62%
30-810-3300 SUPPLIES/WATER	5,000	0.00	25.90	25.90	2,787.48	2,212.52	56%
30-810-3400 SAFETY EQUIPMENT/WTR	1,000	0.00	455.00	455.00	556.76	443.24	56%
30-810-3500 BACKHOE M/O=WTR	1,000	0.00	237.66	237.66	593.51	406.49	59%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

30 WATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30-810-4000 UNIFORMS/ETC/WTR	2,500	0.00	0.00	0.00	288.80	2,211.20	12%
30-810-4100 MISS UTILITY GRIDS/WTR	500	0.00	5.75	5.75	96.60	403.40	19%
30-810-4300 INSTALL METER/CONN/WTR	5,000	0.00	0.00	0.00	2,391.62	2,608.38	48%
30-810-4400 BACKFLOW PROGRAMS	1,000	0.00	0.00	0.00	0.00	1,000.00	
30-810-4500 METER REPAIRS/WTR	2,000	0.00	807.58	807.58	821.57	1,178.43	41%
30-810-4600 WATER TESTING	3,500	0.00	196.31	196.31	1,343.79	2,156.21	38%
30-810-4700 WATER PERMIT	2,500	0.00	0.00	0.00	2,193.00	307.00	88%
30-810-4800 FIRE HYDRANT REPAIRS	1,000	0.00	0.00	0.00	1,108.49	(108.49)	111%
30-810-4900 CHLORINATION	10,000	0.00	0.00	0.00	7,064.99	2,935.01	71%
30-810-5100 REPAIRS/WATER LINE	12,000	0.00	87.13	87.13	461.10	11,538.90	4%
30-810-5400 INSURANCE/WATER	13,000	0.00	0.00	0.00	5,893.02	7,106.98	45%
30-810-5700 MISCELLANEOUS/WTR	2,000	0.00	259.80	259.80	701.36	1,298.64	35%
30-810-5900 TRAINING & LICENSING	500	0.00	0.00	0.00	400.00	100.00	80%
WATER DEPT Totals:	392,656	0.00	37,192.85	37,192.85	249,858.53	142,797.47	64%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

30 WATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30-998-0003 WATERLINE RESERVES	23,444	0.00	0.00	0.00	0.00	23,444.00	
30-998-0050 CIP-WATER	49,500	0.00	0.00	0.00	19,476.97	30,023.03	39%
30-998-1000 WELL REPLACEMENT EXPENSE	1,000,000	0.00	0.00	0.00	0.00	1,000,000.00	
CAPITAL ITEM EXPENSE Totals:	1,072,944	0.00	0.00	0.00	19,476.97	1,053,467.03	2%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 16 Of 22

Period Ending 1/31/2025

30 WATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
30-999-0007 VRA WATER TOWER - BOND PAYMENT	37,000	0.00	0.00	0.00	0.00	37,000.00	
DEBT SERVICE Totals:	37,000	0.00	0.00	0.00	0.00	37,000.00	

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 17 Of 22

Period Ending 1/31/2025

	Expenses Totals:	1,502,600	0.00	37,192.85	37,192.85	269,335.50	1,233,264.50	18%
30 WATER FUND	Revenues Over/(Under) Expenses:			(7,142.76)	(7,142.76)	(42,453.92)		

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
40-351-0000 WASTEWATER USER FEES	800,000	0.00	66,325.95	66,325.95	484,727.92	(315,272.08)	61%
40-359-0000 INTEREST INCOME CD	2,000	0.00	0.00	0.00	0.00	(2,000.00)	
40-360-0000 INTEREST INCOME	0	0.00	0.00	0.00	977.19	977.19	
40-380-0000 MISCELLANEOUS INCOME	100	0.00	0.00	0.00	218.35	118.35	218%
40-390-1000 CIP - WWF	19,500	0.00	0.00	0.00	0.00	(19,500.00)	
Revenues Totals:	821,600	0.00	66,325.95	66,325.95	485,923.46	(335,676.54)	59%
Expenses							
40-820-0200 SALARIES/WWF	155,000	0.00	13,119.36	13,119.36	98,550.86	56,449.14	64%
40-820-0201 OT/BONUS - WASTEWATER	9,000	0.00	3,190.15	3,190.15	8,777.24	222.76	98%
40-820-0500 PAYROLL TAXES/WWF	11,000	0.00	1,247.67	1,247.67	8,207.24	2,792.76	75%
40-820-0600 SHORT&LONG TERM DISABILITY	815	0.00	74.42	74.42	260.47	554.53	32%
40-820-0700 RETIREMENT/LIFE INS/WWF	16,000	0.00	1,051.73	1,051.73	11,295.36	4,704.64	71%
40-820-0900 MEDICAL INS/WWF	32,328	0.00	0.00	0.00	16,164.00	16,164.00	50%
40-820-1100 TELEPHONE/WWF	7,000	0.00	510.25	510.25	3,503.73	3,496.27	50%
40-820-1200 PROPANE/SHOPS	3,750	0.00	1,615.31	1,615.31	2,268.72	1,481.28	60%
40-820-1250 GENERATOR FUEL-WWTP/LS	3,250	0.00	19.71	19.71	315.69	2,934.31	10%
40-820-1300 WWTP ELECTRICITY	60,000	0.00	10,119.09	10,119.09	34,226.70	25,773.30	57%
40-820-1350 WW ELECTRICITY-GENERAL	25,000	0.00	6,493.60	6,493.60	16,505.02	8,494.98	66%
40-820-1600 MAINTENANCE/LS/WWF	12,000	0.00	4,917.59	4,917.59	9,290.40	2,709.60	77%
40-820-1700 WW PLANT MAINTENANCE	16,500	0.00	3,073.80	3,073.80	25,428.16	(8,928.16)	154%
40-820-2000 SLUDGE REMOVAL/WWF	17,000	0.00	0.00	0.00	5,017.91	11,982.09	30%
40-820-2200 AUDIT EXPENSE/WWF	5,000	0.00	0.00	0.00	0.00	5,000.00	
40-820-2300 LEGAL SERVICES/WWF	1,000	0.00	0.00	0.00	38.00	962.00	4%
40-820-2400 ENGINEERING	30,000	0.00	1,890.00	1,890.00	15,820.00	14,180.00	53%
40-820-2600 ADVERTISING	1,500	0.00	0.00	0.00	0.00	1,500.00	
40-820-2700 TRACTOR MAINT/OPR/WWF	5,000	0.00	0.00	0.00	432.26	4,567.74	9%
40-820-2800	3,000	0.00	0.00	0.00	907.84	2,092.16	30%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
BUSHHOG/MOWERS/M/O/WWF							
40-820-2850 EQUIPMENT MAINTENANCE	10,000	0.00	4,981.41	4,981.41	10,972.29	(972.29)	110%
40-820-2900 EQUIPMENT/TOOLS/WWF	2,000	0.00	228.59	228.59	1,571.57	428.43	79%
40-820-3000 COMPUTER O/M	1,500	0.00	0.00	0.00	0.00	1,500.00	
40-820-3100 VEHICLE M/O-WWF	16,000	0.00	873.12	873.12	7,026.38	8,973.62	44%
40-820-3200 OFFICE SUPPLIES/WWF	2,500	0.00	260.23	260.23	2,066.42	433.58	83%
40-820-3300 SUPPLIES/GENERAL/WWF	4,000	0.00	453.28	453.28	2,013.59	1,986.41	50%
40-820-3400 SAFETY EQUIPMENT	1,500	0.00	755.40	755.40	3,174.63	(1,674.63)	212%
40-820-3500 BACKHOE M/O-WWF	2,000	0.00	237.66	237.66	237.66	1,762.34	12%
40-820-4000 UNIFORMS/WWF	3,000	0.00	0.00	0.00	665.78	2,334.22	22%
40-820-4100 MISS UTILITY/WWF	500	0.00	5.75	5.75	134.88	365.12	27%
40-820-4300	100	0.00	0.00	0.00	0.00	100.00	
CONNECTIONS/INSTALLATIONS/WWF							
40-820-4600 SUPPLIES/TESTING/WWF	3,500	0.00	1,494.08	1,494.08	12,724.31	(9,224.31)	364%
40-820-4900	2,500	0.00	15,270.00	15,270.00	15,270.00	(12,770.00)	611%
CHLORINATON/DECHLOR/WWF							
40-820-4950 WWTP CHEMICALS	50,000	0.00	3,426.57	3,426.57	8,288.06	41,711.94	17%
40-820-5000 GROUND WATER MONITORING	4,000	0.00	0.00	0.00	0.00	4,000.00	
40-820-5100 REPAIR WW LINE/WWF	5,000	0.00	0.00	0.00	0.00	5,000.00	
40-820-5300 DUES/WWF	2,000	0.00	259.80	259.80	1,744.80	255.20	87%
40-820-5400 INSURANCE/WWF	18,500	0.00	0.00	0.00	12,695.26	5,804.74	69%
40-820-5700 MISCELLANEOUS/WWF	1,500	0.00	0.00	0.00	499.54	1,000.46	33%
40-820-7900 TRAINING/PLANT OPR	1,500	0.00	0.00	0.00	1,076.51	423.49	72%
40-820-8000 CONTRACTED LAB TESTING	35,000	0.00	5,853.53	5,853.53	36,196.16	(1,196.16)	103%
40-820-8100 WWF MINOR PERMIT FEE	3,750	0.00	0.00	0.00	3,408.00	342.00	91%
WASTEWATER DEPT Totals:	584,493	0.00	81,422.10	81,422.10	376,775.44	207,717.56	64%

Budget vs Actual

Town of Warsaw
2/10/2025 4:47:23 PM

Period Ending 1/31/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
40-998-0002 CIP-WASTEWATER	0	0.00	0.00	0.00	19,476.98	(19,476.98)	
40-998-0007 TRANSFER TO WASTEWATER RESERVES	9,607	0.00	0.00	0.00	0.00	9,607.00	
40-998-0050 CAPITAL IMPROVE PLAN RESERVES	19,500	0.00	0.00	0.00	0.00	19,500.00	
CAPITAL ITEM EXPENSE Totals:	29,107	0.00	0.00	0.00	19,476.98	9,630.02	67%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 21 Of 22

Period Ending 1/31/2025

40 WASTEWATER FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
40-999-0005 BOND PAY/GEN OBLIGATION 2013	208,000	0.00	47,904.00	47,904.00	47,904.00	160,096.00	23%
DEBT SERVICE Totals:	208,000	0.00	47,904.00	47,904.00	47,904.00	160,096.00	23%

Budget vs Actual

Section 3, Item c.

Town of Warsaw
2/10/2025 4:47:23 PM

Page 22 Of 22

Period Ending 1/31/2025

Expenses Totals:	821,600	0.00	129,326.10	129,326.10	444,156.42	377,443.58	54%
40 WASTEWATER FUND Revenues Over/(Under) Expenses:			(63,000.15)	(63,000.15)	41,767.04		

WARSAW REVOLVING-LOAN FUNDS

Monthly Financial Statement

Period (from / to): **1/1/25** **1/31/25**

Description	
Number of Active Loans	7
Balance Beginning of Month	\$ 12,590.57
Principal Received During Period	\$ 466.59
Interest Received During Period	\$ 59.66
Fees Received During Period	\$ 20.00
Total Funds Received During Period	\$ 546.25
Disbursement to Warsaw	
PDC Fee During Period	\$ (40.00)
Funds Available to Loan Out	\$ 13,096.82

Balance: 16,7013.03

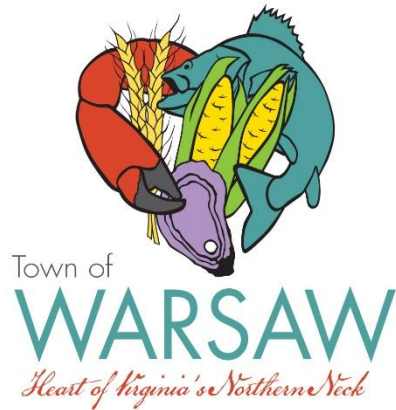
Available to lend:
\$6,713.03

	Summary of Loans	Received This Period	Balance	Current?
1	Relish - #234	\$ -	\$ 5,276.99	YES
2	Pitts - #235	\$ -	\$ 0.00	REPAID
3	Moore - #237	\$ 270.00	\$ 4,233.08	NO
4	Dunbrooke LLC - #242	\$ 96.56	\$ 5,868.97	YES
5	Beale/Old Rapp. - #244	\$ -	\$ 468,750.00	YES
6	Cleary - #251	\$ -	\$ -	REPAID
7	Teresa's Nails - #261	\$ 179.69	\$ 9,690.23	YES
		\$ 546.25	\$ 493,819.27	

AMERICAN RECOVERY PLAN ACT (ARPA) - TOWN OF WARSAW PROPOSED BUDGET

Revenues \$770,875 (Payment #1)	Expenditures
\$770,875 (Payment #2)	
TOTAL - \$1,541,750	TOTAL - \$1,541,750

Items - Payment #1	Total Cost	Total Disbursed as of 02/10/2025	Remaining
Remote Water Meter Reading System	\$0		
Community Market Matching Funds	\$141,466	\$93,927.01	\$47,539.25
VDOT TAP Sidewalk Project - First Contribution (FY 2022)	\$200,000	\$200,000.00	\$ -
Comprehensive Plan Update	\$55,133	\$55,133.22	\$ - remaining \$4,866.78 used for website overhaul
COVID Bonuses	\$12,500	\$12,500.00	\$ - (\$1000 FT / \$500 PT)
ADA Outdoor Playground Equipment	\$23,550	\$23,550.00	\$ -
Town Vehicle - Parks & Rec / Admin / Conferences / Back Up Vehicle	\$36,079	\$36,079.30	\$ -
The Bounds - Parking Lot Improvements	\$34,200	\$34,200.00	\$ - remaining \$300 used for website overhaul
Christmas Town Bonuses	\$5,000	\$5,000.00	\$ - remaining \$500 used for website overhaul
Police Department Computer Upgrades	\$19,172	\$19,172.02	\$ -
Well #3 Pump Removal and Replacement	\$74,720	\$74,720.00	\$ -
Main Street Improvements	\$235,000	\$235,000.00	\$ -
Public Works Vehicle	\$37,199	\$37,199.13	\$ -
Purchase Laptop	\$1,712	\$1,712.00	\$ -
Joint Tourism Venture (NNPDC/Richmond County)	\$0	\$ -	\$ -
	\$834,265		
Items - Payment #2			
VDOT TAP Sidewalk Project - Second Contribution (FY 2023)	\$463,119	\$463,119.00	
Well Replacement	\$35,416	\$35,415.74	\$ -
Website Overhaul	\$5,667	\$5,667.00	\$ -
Clock Reconstruction & Welcome Plaza	\$0	\$ -	\$ -
The Bounds - Irrigation, Seeding, Lighting, Stormwater Controls, Creek Overlook, Walking Paths	\$161,818	\$161,818.00	\$ -
	\$707,485		
REVENUE-DISBURSEMENT=REMAINING	\$1,541,750.00	\$1,494,212.42	\$47,537.58



MEMORANDUM

TO: Warsaw Town Council

FROM: Joseph N. Quesenberry, Town Manager

DATE: 02/13/2025

RE: Town Manager's Report

Dear Council Members,

Please find my Town Manager's report for the month of January, and the beginning of February. As always, please let me know if you have any questions or wish to discuss any items further.

1. Budget Preparation

I am pleased to report that I will be submitting a balanced budget for your review and deliberation in the coming weeks. This has been one of the most difficult budget seasons during my tenure, as revenues are beginning to level off after years of growth, major expenses in infrastructure are on the horizon, and inflation has doubled the cost of some of our necessary items for our Public Works Department. I am pleased to report that there are no increases in local taxes being proposed. Increases in fees for water and sewer services are being proposed as part of our annual cost of business alignments. I look forward to working with you next month as we review our annual budget together, with the combined hopes of remaining as efficient and streamlined as possible.

2. Weather Event & Water Line Breaks

I once again thank and applaud our Town Police and Public Works crew for maintaining the safety and day-to-day functions of the Town, even with the difficult weather conditions this week. I want to also say thank you to NNEC, Dominion Energy, and our colleagues at Richmond County EMS, RCVFD, and the Sheriff's Office for their work during this time.

At the end of last month and the beginning of February, our Public Works Department contended with four (4) separate water line breaks around the Main Street and Hamilton Boulevard area. While handling this, we also continued to have intermittent issues at the Wastewater Treatment Facility, leaving our small crew stretched thin. As always, our employees handled each situation with care and expediency, and I want to take this time to thank each of them for their collective works.

3. Paving Schedule Announced

According to VDOT's most recent paving schedule announcement, the Town of Warsaw will have most side streets paved throughout 2025. These will be the following:

Cape Seal: Court Circle, College Avenue, Campus Drive

Surface Treatment: Scott Town Road, Harris Avenue, Belle Ville Lane, St. Johns Street, Lakeside Drive, Ridgeway Road, Pine Street, Washington Avenue, East Jefferson Avenue, West Jefferson Avenue, Jones Lane, West Monroe Avenue, Wallace Street, Morgan Lane, West Morgan Lane, Memorial Drive, Gordon Lane, Maple Street, Walnut Street, Quail Trail, Sturman Lane, Level Boulevard, Lee Avenue, Atkinson Drive, Freedom Way.

4. Economic Development

We continue to work on creating a site-ready area for a new hotel to locate in Town. Comparing local tax dollars and amenities, Warsaw struggles when in comparison to Tappahannock, Colonial Beach, and Kilmarnock for overnight accommodations and transient occupancy tax revenues. In a small example, Tappahannock collects \$359,000 annually in transient occupancy tax, compared to Warsaw's collection of \$40,000. Outside of potential revenues, the lack of overnight accommodations that can handle conferences and other events negatively impacts our community. Town staff are currently working on negotiations to acquire land within the downtown corridor, either through donation or fair market purchase price, and present it to the Council for a decision. Once acquired, an incentive package of state and local incentives will be offered, and an RFP issued for a developer to submit a proposal for a hotel. We will continue to update you as this progresses.

We are continuing to work with several developers regarding housing projects across Town and will keep you informed when/if these enter the permitting process. We are also working on various smaller projects that we hope to update you with in the coming months

5. Mural Project

We are working to finalize paperwork for the Route 360 side of the Northern Neck News building for a large-scale mural project. The mural will encompass the entire wall, ensuring it's a focal point for the Town of Warsaw. We have a muralist from the Roanoke area that has done an exceptional job across the Commonwealth that will be working with us this year. He is visiting Warsaw next week and will provide you with a template for your review prior to beginning the work this Summer. We look forward to continuing our efforts with a new mural each year, enhancing Warsaw's image and providing visitors with an opportunity for a local photo op.

6. Administrative Assessment

Over the last few months, the Berkley Group, a regional consulting firm, conducted interviews with our office staff, reviewed processes and procedures, and toured our Town Office to create an analysis and report for our review. With having grown from 1,500 residents to 2,330 in eight (8) years, and with having two (2) new administrative staff within the last four (4) years and a newly created Assistant Town Manager position, we wanted to ensure our operations were running as smoothly and efficiently as possible, following best practices, and providing the best in customer service. I would like to schedule a meeting with the Personnel Committee to review my findings and will reach out to the members at a later date.

7. Professional Development Initiatives

Professional Development ensures that we have the best trained and knowledgeable staff that we possibly can, particularly for a rural area. I am proud to have the following members of our staff working on professional development endeavors:

- Julia Blackley-Rice – Certified Municipal Clerk Program
- Missy Coates – Certified Zoning Official
- Warner Pierson – Certified Water Operator
- Tanner France – Class IV Wastewater Operator
- Joseph Quesenberry – MPA Program

We will continue our endeavors to employ a smaller, but more knowledgeable workforce to ensure Warsaw is in the best possible hands. Thank you all for your work!

8. Mandatory FOIA Training

This is a reminder that the Council Member mandatory FOIA training is to be held on Wednesday, February 26th at 1PM at Town Hall. Lunch will be provided, and we appreciate everyone's participation!

9. Basketball Court

With requests from residents and at the direction of Council Member English, we have been looking into various options for basketball courts for some time now. We are currently working on a partnership with Rappahannock Community College to redo the existing basketball court there. I have reached out to Richmond County for their assistance but have yet to hear a response. I'm still hopeful that the Town, County, and RCC can work together like we previously did for the tennis courts to revamp this area. New goals will be installed, new asphalt will be placed with striping, and a police call box will be installed between the tennis courts and basketball courts so that both areas can be served. I hope to bring this action item to you within the coming months.



Warsaw Police Department



From the desk of Chief Sean L. Peterson

MONTHLY ACTIVITY REPORT January 1-31, 2025

Total calls for service: 254

Section I: Incidents

DATE	CASE	OFFENSE	BLK / STREET
1/28/2025	2025-000014	18.2-96 – Petit Larceny	5000 Blk-Richmond Rd

Section II: Arrests

DATE	CASE	OFFENSE	BLK / STREET
1/10/2025	2025-000002	18.2-460 – Obstruction	500 Blk-Richmond Rd
1/11/2025	2025-000003	18.2-266 – DWI	200 Blk-Morgan Lane
1/13/2025	2025-000004	53.1-149 – Felony Probation Violation	471 Main Street
1/16/2025	2025-000006	19.2-123 – Violate condition of release/pretrial	471 Main Street
1/18/2025	2025-000007	19.2-306 - Probation violation on felony offense	300 Blk-Wallace Street
1/29/2025	2025-000015	53.1-149 – Probation Violation/Misdemeanor	471 Main Street

Section III: Traffic

Driving on suspended/Revoked License	5
Reckless Driving	0
Distracted Driving	4
Speeding	33
Expired Inspection	8
Expired / Improper VA Tag	4
Town Citations Issued	3
All other traffic summons	24
Reportable traffic crashes	6
Traffic Warnings	29

Section IV: Community Engagement

Neighborhood Select Patrols	284
Business Checks	102
Community Events	1

Joseph N. Quesenberry
Town Manager

Melissa Coates
Assistant Town Manager

Julia Blackley – Rice
Treasurer & Clerk

Sean L. Peterson
Chief of Police

Sands Anderson Law
Town Attorney



COUNCIL MEM Section 5, Item d.

Randall L. Phelps - Mayor

Paul G. Yackel - Vice Mayor

Mary Beth Bryant

Jonathan English

Ogle E. Forrest, Sr.

Faron H. Hamblin

Rebecca C. Hubert

Ralph W. Self

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MEMORANDUM

TO: Warsaw Town Council

FROM: Jesse Schools, Director of Public Works

DATE: 2/13/2025

RE: Public Works Report

Dear Council Members:

Please find my Public Works Report for the month of January. Please let me know if you have any questions or concerns.

-WWTP

Monthly Numbers

Average daily Influent flow for January – 171,600 gallons, an increase of 3,900 gals from the month of December average daily flow.

Maximum Influent flow for January – 215,600 gallons, a decrease of 13,900 gal from the month of December max flow.

Nutrient Sampling Results

For January, the average effluent Total Nitrogen (TN) concentration was 2.23 mg/l, within the limits of our permit.

For January, the average effluent Total Phosphorus (TP) concentration was 0.21 mg/l, within the limits of our permit.

2024 Nutrient Annual Results

Total Nitrogen Calendar Year 2024 Loading Result - 1483 LB/YR (40% of Permitted 3655 LB/YR)

Total Phosphorus Calendar Year 2024 Loading Result - 85.50 LB/YR (35% of Permitted 247 LB/YR)

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Operations and Maintenance

Administrational Staff and Plant Engineer are implementing plans to make future upgrades to the Treatment Plant Sand filter, UV system and Polymer pumps.

Operators serviced equipment as to our preventive maintenance program.

Plant staff surveyed and cleaned all the lamps that service the UV disinfectant system.

Completed and submitted our monthly operations report.

The Treatment Plant Staff assisted with water pipe rupture repairs and job site clean-up.

Plant effluent samples taken and tested for the month of January met all requirements as to our permit discharge limits.

The Warsaw Treatment Plant met all requirements as to our VPDES Permit, Calendar Year 2024.

-Water Department

Attached you will find the Water Loss Report, for the month of January we are at a 2% water loss. Department staff did daily chlorine checks of all four wells, along with two random samples each day throughout town.

Staff also completed state selected bacteria samples; all results came back absent.

The water department also checked sewage/pump stations each day.

Removed all pole mounted Christmas decorations.

In January we experienced 4 water main breaks, 2 on Main St. and 2 on Hamilton Blvd. All Town staff worked together and repaired each one.

-Refuse Department

For the month of December town staff made 15 trips to the landfill totaling 137.14 tons or 274,280 pounds of trash.

Truck #5 broke a pin on the trash body, this has been an ongoing issue, and the truck will have to go back to Heil to figure out what is out of line and continuing to break pins.

-Public Works (Maintenance)

Staff assisted with Monday and Thursday residential trash pickup.

Assisted with recording of monthly water meter readings.

Removed all ground mounted Christmas decorations along with all acorn light wreaths and garland.

Helped down out our WWTP when needed, along with the Water Dept.

Took care of the bathrooms and grounds at the Town Park.

Monthly Water Loss Report

Section 5, Item d.

Water System:

For the Month of:

Year:

Water Produced this month: gallons
Water Purchased this month: gallons

A: Total Water Produced and Purchased = **5,125,200 gallons**

Sold: Residential gallons

Total Sold = **4,991,658 gallons**

B: Difference: (Produced+Purchased) - Sold = **133,542 gallons**

% Difference = **3 % total water loss**

Gallons of Water Accounted For:

Breaks (Estimated Total)	<input type="text" value="20,000"/>	gallons
Hydrant Flushing	<input type="text" value="2,000"/>	gallons
Storage Tank/Clearwell overflow	<input type="text" value="0"/>	gallons
Fire Hydrant Use	<input type="text" value="0"/>	gallons
Fire Department Use	<input type="text" value="0"/>	gallons
Leak adjustments	<input type="text" value="0"/>	gallons
Maintenance shop	<input type="text" value="2,500"/>	gallons
Sewer jetting	<input type="text" value="0"/>	gallons
Town watering flowers	<input type="text" value="0"/>	gallons
Office/Police Dept.	<input type="text" value="2,000"/>	gallons
Pool	<input type="text" value="0"/>	gallons
Amount in storage tanks	<input type="text" value="0"/>	gallons
	<input type="text" value=""/>	gallons

C: Total Gallons Accounted For = **26,500 gallons**

Loss: Unaccounted-for Water: (B-C) = **107,042 gallons**

% Loss: Unaccounted-for Water: (B-C)/A %= **2 % unaccounted - for loss**

days in billing period

Gallons / Day Loss = **3,453 gallons/day**
Gallons / Minute Loss = **2 gallons/min.**

This spreadsheet is a product of the Technical Assistance Center for Water Quality at Western Kentucky University and the Kentucky Rural Water Association. Feel free to contact us at (270) 745-5948 or at <http://water.wku.edu/>. This spreadsheet may be freely distributed. Please let us know if you use it, like it, or have suggestions for improvement!

Breakdown by Housing Code



- FEDERAL 223
- GLOUCESTER 99
- HOME ELECTRONIC MONITORING 2
- KING WILLIAM 2
- NORTHUMBERLAND 11
- PRE-TRIAL 14
- RICHMOND 13
- SPOTSYLVANIA 2
- U.S. Marshal - Alexandria 10
- U.S. Marshal - DC District 33
- U.S. Marshal - DC Superior 22
- U.S. MARSHAL - GREENBELT 1
- U.S. Marshal - Norfolk 29
- U.S. MARSHAL - RALEIGH 29
- U.S. Marshal - Richmond 92
- U.S. MARSHAL MIDDLE DIST. N.C. 7
- WESTMORELAND-NNRJ 45

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NOTICE OF PUBLIC HEARING

The Warsaw Town Council and Planning Commission will be holding a Joint Public Hearing on Thursday, December 12th, 2024, at 6:00 PM regarding the following application:

Project Name: Rhodes Place & Broadus Creek Development

Applicant: Warsaw, LLC

Project Type: Subdivision – Conditional Rezone – 321 Total Units

Application Type: Plan of Development & Rezoning Application, Phase I

Location: Lying between Wallace Street, Route 360 and Route 3
Tax Map Parcels 16A4(A)48, 16A4(A)59, 16A4(6)10, 16A4(A)77, 16A4(A)79, 16A4(A)80

Meeting Details: Thursday, December 12th, 2024, at 6:00 PM. Warsaw Town Council Chambers located at 78 Belle Ville Lane, Warsaw, Virginia 22572.

The Warsaw Planning Commission and Town Council will hear public comments regarding said project at this meeting. Written comments to be read aloud may be submitted to the Town Manager’s Office by no later than Monday, December 9th, 2024, at 4:30 PM. Project application materials may be viewed in person at the Town Office on Monday through Friday, 8:30 AM to 4:30 PM, or may be sent electronically via email. Please send any questions, comments, or requests to Joseph Quesenberry, Town Manager, at jquesenberry@town.warsaw.va.us.



Town of Warsaw
 78 Belle Ville Lane
 Warsaw, Virginia 22572
 Phone: (804) 333-3737 Fax: (804) 333-3104
 www.townofwarsaw.com

Section 6, Item a.

Office use:
 Date _____
 Tax Map # _____
 Zoning District _____
 Application # _____

LAND USE AMENDMENT APPLICATION
Information must be typed or printed and completed in full.
Attach additional pages where necessary.

Part 1 – Completed by ALL applicants

Part 1A

Land Use Information:

- Application Type: Amendment Appeal Conditional Use Permit
 Rezoning Telecommunications Tower
 Tower Co-location Variance

Description of Request: Rezoning 6 parcels from R-1, C-1 & C-2 in TT Overlay to R-12

Identification of the land for the request:

Number and Street: see attached parcel map Proposed Acreage: Total request 63.55 ac

Current Zoning: see attached parcel map Tax Map #: see attached parcel map

Legal Description of Property (omit for zoning text amendment) – Attach if necessary: _____

Part 1B

Property History:

List any deed restrictions, covenants, trust indentures, etc. (or copy attached); if NONE, state none: _____

Has this property or any part thereof ever been considered for Variances, Special Use, Appeal of Administrative Decision or Amendment to the Zoning District Map before? Yes No (if no, skip to Part 1C)

Date: _____ Former Application No. _____ Former Applicant Name: _____

Former Applicant Address: _____ Former Applicant Phone: _____

Part 1C

Applicant Information:

Is the applicant: Property Owner (if owner skip to Part 1D) Contract Purchaser Other: _____

Name: Warsaw LLC Address: PO Box 28, Tappahannock, VA 22560

Phone Number: 804-450-7935 E-mail: packet74@gmail.com

If you are the agent for the property owner, do you have consent of the owner(s) attached? Yes No

Part 1D

Owner(s) Information (omit for zoning text amendment):

If the property is owned or controlled by a Land Trust or Partnership, List name and interest of ALL beneficiaries or Partners and attach evidence that the person submitting the application on behalf of the Land Trust or Partnership is authorized to do so.

Name: _____ Interest: _____ Phone Number: _____

Mailing Address: _____

Name: _____ Interest: _____ Phone Number: _____

Mailing Address: _____

Attach additional names as necessary.

Part 2 – Complete ONLY the portion(s) pertaining to your case (as checked in Part 1A)

Part 2A

Amendment, Zoning Text – Applications for amendments to the zoning text are heard by the Planning Commission, which makes a recommendation to the Town Council. Only the Town Council has the authority to change the zoning text.

1. What section(s) of the Town code is proposed to be amended? _____
2. Attach the exact language suggested by the application to be added, deleted, or changed in the Town Code.
3. Attach a written statement, which justifies the proposed change. The statement should also identify potential positive and negative impacts (if any) of the proposed change to the applicant’s property, nearby properties, and the entire community if the application is approved or if it is denied.

Part 2B

Appeal of Administrative Decision – Administrative decisions are reviewed by the Board of Zoning Appeals (BZA). Such administrative decisions may be reversed or sustained.

1. Date of administrative decision leading to the appeal: _____
2. Attach a description of the decision the administrative official made and their reasons for the decision.
3. Attach what you are specifically appealing.
4. Attach detailed reasons for this request, and why the BZA in your opinion should overrule the administrative decision.

Part 2C

Conditional Use Permit – Conditional use requests are heard by the Planning Commission, which makes a positive or negative recommendation to the Town Council. Only the Town Council has the authority to grant or deny a conditional use.

1. Current use of property: _____
2. Proposed use: _____
3. Are development plans submitted with this application? Yes No
4. Estimated completion date of project or use of property: _____
5. Attach information concerning the use of public utilities, traffic impact, parking, signage, survey etc.
6. Summarize on a separate sheet how the proposed use will positively impact the district.

Please Note: The Town of Warsaw may grant a permit with suitable regulations and safeguards, known as conditions, as it deems appropriate. Conditional use permits are for an indefinite period unless a condition is imposed specifying a shorter duration. Such permits shall run with the land unless the Town imposes a more restrictive condition regarding succession to rights in the permit.

Part 2D

Rezoning – (Amendment to the zoning district map) – These are heard by the Planning Commission which makes a positive or negative recommendation to the Town Council. Only the Town Council has the authority to grant or deny amendments to the Zoning Map.

1. Existing Zoning: **See Attached** _____
2. Proposed Zoning: _____
3. Existing Use: _____
4. Proposed Use: _____
5. Are development plans submitted with this application? Yes No
6. Estimated completion date of project: _____
7. Attach information concerning the use of public utilities, traffic impact, parking, signage, survey, etc.
8. Summarize how the project relates to the Comprehensive Plan.

Part 2E

Variance – Variances are granted or denied by the Board of Zoning Appeals (BZA), which may only make decisions based on the criteria set forth in the Code of Virginia § 15.2-2309. A variance will not be granted unless the BZA finds:

- a. That the strict application of the zoning ordinance would produce undue hardship.
- b. That such hardship is not shared generally by other properties in the same zoning district and the same vicinity.
- c. That the authorization of the variance will not be of substantial detriment to adjacent property.
- d. That the character of the district will not be changed by the granting of the variance.
- e. That a remedy is not available through some other permitting.

The applicant shall provide:

- 1. Brief description of the requested variation: _____

- 2. How does the Zoning Ordinance unreasonably restrict the use of the property: _____

- 3. What hardship would be alleviated: _____

- 4. Was the hardship created by the owner/applicant: _____

- 5. What physical features of the property make the variance necessary: _____

- 6. Describe how the condition or situation is unique to this property: _____

- 7. What effect will the variance have on adjacent properties: _____


Part 3 – To be completed by ALL applicants

Part 3A


Affidavit – *This part of the application must be notarized. Do not sign until in the presence of a Notary Public.*


To the best of my knowledge, I hereby affirm that all information in this application and any attached material and documents are true:

Printed Name of applicant: Gregory N. Packett

Signature of applicant:  Date: 11/07/2024

Signed and sworn before me on this: 11-7-2024 Sep

Signature of Notary: 



Checklist:

- ✓ The required fee must accompany this application. A fee schedule is attached for your convenience. Checks must be made payable to: "Town of Warsaw Treasurer".
- ✓ Enclosed with the application a copy of the appropriate tax map with the property marked and, if available, a survey plat of the entire parcel.
- ✓ Enclose any required plans or plats
- ✓ Enclose with this application any additional information to assist with review and determination
- ✓ All pertinent sections of this form have been filled out

For Office Use Only

Received by: _____ Date: _____ Fee Paid: Y N

Complete: Yes No Date: _____

If no, what needs to be added: _____

Date Action Taken by PCI: _____ Date Action Taken by BZA: _____

Date Action Taken by Council: _____ Final Decision: Approval Denial

Permit Fees	
Appeal Administrative Decision	\$ 250
Amendment to Zoning Ordinance	\$ 300
Appeal	\$ 200
Conditional Use Permit	\$ 250
Rezoning	\$ 200
Variance	\$ 300

**BEFORE THE TOWN COUNCIL OF WARSAW, VIRGINIA
IN RE: PETITION FOR REZONING & GENERAL DEVELOPMENT PLAN APPROVAL
OF**

Tax Map Parcels: 16A4(A)48, 16A4(A) 59, 16A4(A)77, 16A4(A) 79, 16A4(6)10 & 16A4(A)80

**STATEMENT OF PROFFERS
For Rhodes Place & Broadus Creek Development**

**Dated as of December 3, 2024
Updated 02/10/2025**

Town Council of Warsaw:

1. Introductory Matters.

1.1 **In general.** The undersigned owner, Warsaw LLC, (the "Owner") of parcels known as 16A4(A)48, 16A4(A) 59, 16A4(A)77, 16A4(A) 79, 16A4(6)10 & 16A4(A)80, located in the Town of Warsaw, Virginia, (collectively, the "Property") hereby proffer that the use and development of the Property shall be in substantial conformance with the following conditions. In the event the rezoning and general development plan approval applied for herewith is not granted, then these proffers shall be withdrawn and shall be null and void. Each proffer made in connection with this application for rezoning was made voluntarily and complies with applicable law. No agent of the Town of Warsaw has suggested or demanded a proffer that is unreasonable under applicable law.

1.2 **Headings.** The headings of the proffers set forth below have been prepared for convenience or reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. The term "Applicant" as referenced herein shall include the present Owners of the Property, and their heirs, successors, and assigns, and these Proffers, once accepted by the Town Council in accordance herewith, shall be binding on the development of the Property subject thereto unless repealed or amended by further action of the Council.

2. Proffered Development Plan.

The property shall be developed in substantial conformity with Rhodes Place & Broadus Creek "Development Plan", prepared by ARM Group LLC, dated October 30, 2024.

3. Proffers Applicable to the Property.

3.1 **Preservation of natural resources** – a representative sample of Faces of the Trees Carvings, compatible with the development plan and to preserve wetlands, RPA's and natural areas.

3.2 **Sidewalks** – Proposed on one side of each internal road, with handicap

- access ramps at appropriate access points.
- 3.3 **Integrated trail and path** – A path system between all separate development areas within the project.
- 3.4 **Connection with the Town trail/pathway system** – Pedestrian access to Main Street and the business community.
- 3.5 **Open space** – To be maintained and utilized by the residents and their Property Owners Association.
- 3.6 **Passive Park** – Created in Open Space area to provide interpretative signage to describe natural and environmental features and information regarding the Rhodes Tree Carvings.
- 3.7 **A Boulevard Entrance** – a grassed median with landscaping to create a sense of arrival for the Broadus Creek Community with a masonry entrance sign feature with a decorative fence.
- 3.8 **Entrance feature** for the Rhodes Place Community.
- 3.9 **Cluster Mailbox** locations for each community in accordance with the USPS requirements.
- 3.10 **Sign Posts and Lamp Posts** – Compatible with the Town standards at each intersection in Broadus Creek Single Family Community.
- 3.11 **Automatic pole lights** – At each Single-Family house to provide added security lighting and require maintenance of those lights as part of the POA guidelines. The pole lights at each house will be operated independently by photocell without action by the homeowner and will be a requirement of the POA.
- 3.12 **Limit tree clearing** to the greatest extent possible.
- 3.13 **Community Clubhouse and Pool** – Will be constructed during the first phase of the Rhodes Place section of development or during the second phase of the Broadus Creek section, whichever comes first. Once a community clubhouse and pool are constructed access will be provided to the entire development.
- 3.14 **Bus Stop** – a proposed bus stop for Bay Transit is included in the Broadus Creek Development Plan.
- 3.15 **Emergency Access** – A standby emergency only access connector Between Rhodes Place and Broadus Creek Development. This will be incorporated in the trail system and constructed to support emergency vehicles. To maintain a sense of community, this access point will be open to pedestrian and bicycle traffic on an everyday basis.

WITNESS the following signature and seal:

Warsaw LLC, a Virginia limited liability company

By: [Signature]
Gregory N. Packett, Managing Member

COMMONWEALTH OF VIRGINIA

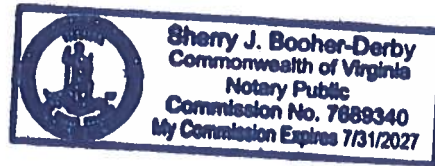
COUNTY OF Richmond, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Gregory N. Packett appeared before me and personally acknowledged the same in my jurisdiction aforesaid on behalf of Warsaw LLC.

GIVEN under my hand and seal this 10th day of FEBRUARY, 2025.

[Signature]
NOTARY PUBLIC: Sherry J. Booher Derby

My commission expires: 07/31/2027



**PLAN OF DEVELOPMENT AND REZONING APPLICATION
PHASE I SUBMITTAL**

Rhodes Place and Broadus Creek Development

PROJECT NARRATIVE

Prepared for:

Warsaw, LLC
P.O. Box 28
Tappahannock, Virginia 23233

Prepared by:

ARM Group LLC
9560 Kings Charter Drive
Ashland, VA 23005

November 7, 2024

ARM Project 024012002.00



ARM Group LLC

Engineers and Scientists

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION.....	1
2.0 DESCRIPTION OF THE PROPERTY	1
3.0 ZONING AMENDMENT CONSIDERATIONS.....	1
3.1 Current Zoning.....	1
3.2 Proposed Conditional Use Zoning.....	1
4.0 GENERAL DESCRIPTION OF THE PROJECT	2
4.1 Rhodes Place.....	2
4.2 Broadus Creek.....	2
5.0 DENSITY BONUS PROVISIONS	3

APPENDICES

Appendix 1 Plan of Development.....	Following Text
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1.0 INTRODUCTION

This application is a request to obtain approval for a Plan of Development and the rezoning of a 63.16+/- acres of property located within the Town limits of Warsaw, VA. The property includes Tax Parcels 16A4(A)48, 16A4(A)59, 16A4(6)10, 16A4(A)77, 16A4(A)79, 16A4(A)80. The Parcels are in the Traditional Town Overlay District with existing zoning classification of R-12, R-1, C-1 and C-2. The application requests that all 6 parcels be rezoned to R-12. The Plan of Development submitted with the application demonstrates the applicant’s intention to comply with the Tradition Town Overlay Standards. The Plan has been prepared to meet certain conditions as outlined section 3-5-2 g. in the Density Bonus Provisions of the Town’s Growth Management Ordinance.

2.0 DESCRIPTION OF PROPERTY

As represented by the Conceptual Development Plant (Appendix 1 – Sheets 1 thru 5), the property is located within the Town’s Traditional Town Overlay District between Wallace Street, Route 360 and Route 3. The Property has direct access to each of the Public Roads.

The property is composed of forest and cleared land without active development. There is a creek that runs north and south along the western boundary and also another stream that runs east and west and bisects the property. The northwest corner of the property contains the Tom Rhodes Tree Carving Trail that is often referred to as “Faces in the Trees”. There appear to be wetlands along the stream banks and appear to be subject to a RPA buffer which is shown on the Plan of Development.

3.0 ZONING AMENDMENT CONSIDERATIONS

3.1 Current Zoning

As shown on Sheet 3 of the Plan of Development, the subject property has 4 separate zoning classifications to include R-1, R-12, C-1 and C-2. The Project is also located within the designated Traditional Town Overlay District.

3.2 Proposed Conditional Zoning Request

The proposed project, as presented, is intended to be a residential development. Because the property has four (4) separate zoning classifications including Commercial C-1 and C-2 zoning it is proposed that the entire project area be rezoned to R-12. This zoning will reflect the diverse mix of housing proposed and the densities necessary for development for each development phase. The project will also be developed utilizing the Traditional Town Overlay Standards and will include the Density Bonus Provisions in the GMP to provide a unique residential community meeting the needs of a diverse family and residential market.

The proposed zoning and development plan permits smaller lot sizes that will permit the developer to build more affordable housing options for the residential customers. These customers may include young professionals, retirees and families. The provision for open space

and protection of environmental resources provides an opportunity for a more sustainable development compatible with the Town’s overall development plan

4.0 GENERAL DESCRIPTION OF THE PROJECT

The proposed project will offer a diverse mix of housing products to meet the market interest in new and more modern construction standards. The existing stream that runs east to west through the property provides a natural separation between two specific areas of the project, called Rhodes Place and The Broadus Creek. While the project has 2 separate development areas, the project will offer an integrated sense of community with a proffered trail system that will connect each area. An interconnection with the existing Town’s existing pathway system north of the project will offer walking access to the Town’s Main Street business areas.

The overall project will provide public water and sewer and other landscaping and amenities as part of its community development plan and also to comply with the Town’s bonus density provisions.

While public road access is not offered between Rhodes Place and Broadus Creek an alternative access between the two (2) development areas will be completed. While normally closed by a gate or other methods, this will be an all-weather access road sufficient to support emergency vehicles when and if needed. This access will be built and integrated into the trail system.

4.1 Rhodes Place

This area has been designated as a multifamily development that may include Apartments and or Condos depending on market conditions and preference. This area is located in the where the Faces in the Trees carvings and trails are and will include up to 14 separate buildings containing 12 units each. The area will have its primary access from Wallace Street by a private road built by the developer crossing the existing stream. The private road network will provide integrated parking spaces directly in front of each residential building and additional spaces to accommodate visitors and overflow parking. The Rhodes Place project is proposing a clubhouse, pool, and community space, which when built will offer access to the Broadus Creek Community.

4.2 Broadus Creek

Located south of the stream that divides the project property, the Broadus Creek residential community will focus on owner occupied residential units feature both detached and attached single family residences. This residential community will offer public roads, sidewalks, walking trails and eventual integration with the Rhodes Place development. The Broadus Creek community will have a separate Boulevard entrance at the southeast corner of the property aligned with the existing median break on Route 3.

- A. **The Villas at Broadus Creek** will offer multifamily housing units containing 4 or 5 villa attached residences for a total of 68 units. The individual units will have garages and driveways and a public road network that will offer on-street parking. The Villas will use

the Boulevard Entrance at the southeast end of the property and the right turn only exit on Route 360.

- B. **Broadus Creek** will be a single family detached community of 84 individual units. The community will contain a public road network with sidewalk, walking trail integrated with the Villas and Rhodes Place, open space, a communal bus stop.

5.0 Density Bonus Provisions

The proposed development plan, as presented, represents the intent to comply with the Town’s Growth Management Ordinance (GMO) and the status intent to encourage site and project design harmonious with the adjoining properties, preserve natural resources, and provide positive influence on the quality of life of its residences. While the Density Bonus Provisions provide a range of project densities of 3 to no more than 8 dwelling units per acre, the proposed project has a calculated density of 5.22 units per acre.

In response to the GMO the Development Plans offer the following community elements:

1. **Preservation of natural resources** - a representative sample of the Faces of the Trees Carving, compatible with the development plan and to preserve wetland, RPA’s and natural areas.
2. **Sidewalks** – Proposed on one side of each internal road, with handicap access ramps at appropriate access points.
3. **Integrated trail and path** – A path system between all separate development areas within the project.
4. **Connection with the Town trail/pathway system** - Pedestrian access to Main Street and the business community.
5. **Open space** – To be maintained and utilized by the residents and their Property Owners Association.
6. **Park** – Created in Open Space area to provide interpretative signage to describe natural and environmental features and information regarding the Rhodes Tree Carvings.
7. **A Boulevard Entrance** – a grassed median with landscaping for the Broadus Creek Community with a masonry entrance sign feature and decorative fence.
8. **Entrance feature** for the Rhodes Place community
9. **Cluster mailbox** locations for each community
10. **Sign posts and Lamp posts** - Compatible with the Town standards at each intersection in Broadus Creek Single Family Community,
11. **Automatic pole lights** - At each Single-Family house to provide added security lighting and require maintenance of those lights as part of the POA guidelines.
12. **Limit tree clearing** to the greatest extent possible.
13. **Community Clubhouse and Pool** – Once a Community clubhouse pool area is constructed access wo;; be provided to the entire development
14. **Bus Stop** – a proposed bus stop for Bay Transit is located in the Broadus Creek Development.

15. **Emergency Access** – A standby emergency only access connector between Rhodes Place and Broadus Creek development. This will be incorporated in the trail system and will not be available access for vehicular traffic other than emergency vehicles.



APPENDIX- Plan of Development



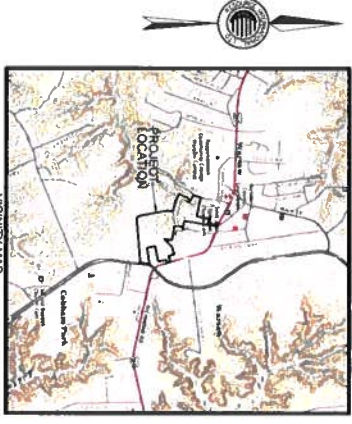
RHODES PLACE AND BROADUS CREEK GENERAL DEVELOPMENT PLAN TOWN OF WARSAW, VIRGINIA OCTOBER 30, 2024

GENERAL NOTES

1. REFERENCES TO DISTANCE AND ROAD STRUCTURES INDICATE STANDARDS IN ACCORDANCE WITH CURRENT VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS
2. BOUNDARY INFORMATION BASED UPON CORNER PLATS BY JAM RESOURCE LLC MAY 2023
3. TOPOGRAPHY BASED ON U.S.G.S HYDROSCALE WA.D0714.1 TYPANAWOCK VA.07111 TOPOGRAHY
4. THIS PROPERTY IS LOCATED WITHIN RESOURCE MANAGEMENT AREA (RMA). THIS PROPERTY DOES CONTAIN RESOURCE PROTECTION AREA (RPA).
5. NO WETLAND ID.
6. THE CONTRACTOR SHALL NOTIFY JAM RESOURCE LLC AT 804.550.9001 FOR PERMIT (4) DAYS PRIOR TO CONSTRUCTION ON ANY LAND DISTURBANCE OF ANY WETLANDS.
7. FLOOD INSURANCE RATE MAP (FIRM) RESPONSE LLC AT 804.550.9001 FOR PERMIT (4) DAYS PRIOR TO 2022 ZONING MAP AMENDS DETERMINED TO BE OUTSIDE THE 7% ANNUAL CHANCE FLOODPLAIN.
8. LOCATION OF EXISTING SERVICES, WATER AND GAS PIPES, CONDUITS AND OTHER STRUCTURES, ACROSS PROPERTY SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE TO ANY SERVICES OR STRUCTURES FROM ANY CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE TO ANY SERVICES OR STRUCTURES FROM ANY CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE TO ANY SERVICES OR STRUCTURES FROM ANY CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE TO ANY SERVICES OR STRUCTURES FROM ANY CONSTRUCTION.
9. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE AT LEAST 45 DAYS PRIOR TO COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
10. CONTRACTOR SHALL MAINTAIN ALL NECESSARY EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
11. CONTRACTOR SHALL MAINTAIN ALL NECESSARY EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
12. CONTRACTOR SHALL MAINTAIN ALL NECESSARY EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
13. CONTRACTOR SHALL MAINTAIN ALL NECESSARY EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
14. CONTRACTOR SHALL MAINTAIN ALL NECESSARY EASEMENTS AND RIGHTS FROM ALL AFFECTED PARTIES PRIOR TO COMMENCEMENT OF ANY WORK.
15. THIS SITE DOES NOT CONTAIN ANY HISTORICAL SITES OR CULTURAL RESOURCES.
16. ALL UTILITIES SHALL BE UNDERGROUND INCLUDING TELEPHONE AND CABLE TV.
17. ALL UTILITIES SHALL BE UNDERGROUND INCLUDING TELEPHONE AND CABLE TV.
18. CONCRETE CURB AND GUTTERS THROUGHOUT THE DEVELOPMENT WITH STORM SEWER INLETS THAT LEAD TO A STORMWATER MANAGEMENT FACILITY.

RPA IMPACTS SUMMARY

ROAD	
STORM	
UTILITIES	
TOTAL	0



DRAWING INDEX

- SHEET 1 TITLE SHEET
- SHEET 2 LAYOUT PLAN
- SHEET 3 ZONING MAP & ADJACENT LAND
- SHEET 4 PHASING AND EASEMENT PLAN
- SHEET 5 DETAILS

GENERAL SITE INFORMATION:

1. PARCELS: 1646410, 1646411, 1646412, 1646413, 1646414, 1646415, 1646416, 1646417, 1646418 AND 1646419
2. EXISTING ZONING: C-1-C2, R-1 & R-2
3. UTILIZING THE TRADITIONAL TOWN OVERLAY DISTRICT
4. OWNER OR RECORD: WARSAW LLC
5. ADDRESS: 1646410, 1646411, 1646412, 1646413, 1646414, 1646415, 1646416, 1646417, 1646418 AND 1646419
6. CONTACT: JAM RESOURCE LLC, 804.550.9001
7. EMAIL: jam@jamresource.com

DEVELOPER: JAM RESOURCE LLC
PROJECT MANAGER: MICHAEL E. FORD, P.E.
CONTACT: MICHAEL E. FORD, P.E.
PHONE: 804.550.9001
EMAIL: jam@jamresource.com

ENGINEER: ARM GROUP LLC
PROJECT MANAGER: MICHAEL E. FORD, P.E.
CONTACT: MICHAEL E. FORD, P.E.
PHONE: 804.550.9001
EMAIL: jam@jamresource.com

LAND TABULATIONS	DENSITY	LAND USES
TOTAL GROSS AREA	62.29 ACRES	14 LOTS (17 UNITS PER BLOCK) = 148
AREA IN WETLANDS	0.68 AC	2 POND SITES PER UNIT REQUIRED = 208
AREA IN FLOODPLAIN	0.0 ACRES	PHASING SPACES PROVIDED = 207
AREAS WITH SLOPES	0.2 ACRES	ADJ. SPACES INCLUDED
TOTAL NET ACRES	61.49 ACRES	
TOTAL UNITS	217	

I, Michael E. Ford, P.E., certify that these plans will be in accordance with the provisions of the Virginia Code, and that I am a duly licensed Professional Engineer in the State of Virginia. My license number is 7532.

Name: MICHAEL E. FORD, P.E.
 License # 7532

The Responsible Land Developer for plan approval purposes is MICHAEL E. FORD, P.E.
 The Responsible Land Developer for construction purposes is

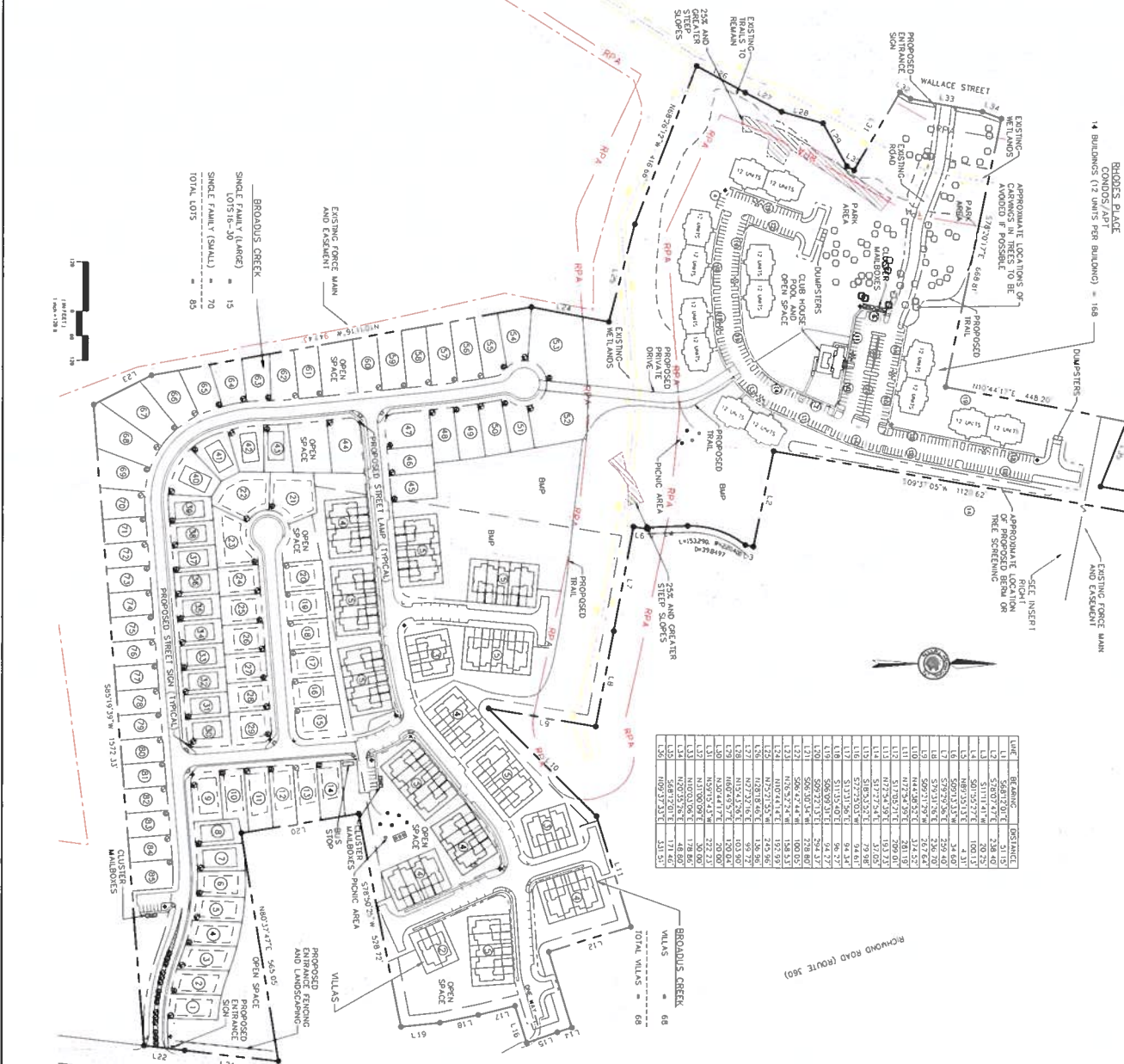


TITLE SHEET

PROJECT PROPERTIES
 TOWN OF WARSAW, VA

U.S. 3024
 N1111D
 Sheet 1

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 S:\Planning\ACTIVE - Projects\02301115 00 - Packet - Rhodes Place - Broadus Creek - Warsaw Va\Drawings\Concept\2024-RPBC-P00.dwg Plotted: 11/26/2024 3:05pm



UNIT	BEARING	DISTANCE
L1	S10°07'47"E	238.40
L2	S10°07'47"E	238.40
L3	S11°14'14"W	20.75
L4	S01°55'27"E	100.13
L5	S11°21'17"E	100.13
L6	S09°13'35"W	34.40
L7	S79°29'36"E	259.40
L8	S79°29'36"E	259.40
L9	S09°13'35"W	34.40
L10	S44°40'32"E	314.32
L11	S09°13'35"W	34.40
L12	S17°55'21"E	260.13
L13	S17°55'21"E	260.13
L14	S17°55'21"E	260.13
L15	S17°55'21"E	260.13
L16	S72°25'02"W	44.80
L17	S13°31'56"E	94.34
L18	S08°09'31"E	94.32
L19	S08°09'31"E	94.32
L20	S72°25'02"W	44.80
L21	S09°10'34"W	228.80
L22	S09°10'34"W	228.80
L23	S10°07'47"E	192.79
L24	S10°07'47"E	192.79
L25	S21°45'26"E	145.26
L26	S21°45'26"E	145.26
L27	S21°45'26"E	145.26
L28	S21°45'26"E	145.26
L29	S21°45'26"E	145.26
L30	S21°45'26"E	145.26
L31	S21°45'26"E	145.26
L32	S21°45'26"E	145.26
L33	S21°45'26"E	145.26
L34	S21°45'26"E	145.26
L35	S21°45'26"E	145.26
L36	S21°45'26"E	145.26
L37	S21°45'26"E	145.26
L38	S21°45'26"E	145.26
L39	S21°45'26"E	145.26
L40	S21°45'26"E	145.26
L41	S21°45'26"E	145.26
L42	S21°45'26"E	145.26
L43	S21°45'26"E	145.26
L44	S21°45'26"E	145.26
L45	S21°45'26"E	145.26
L46	S21°45'26"E	145.26
L47	S21°45'26"E	145.26
L48	S21°45'26"E	145.26
L49	S21°45'26"E	145.26
L50	S21°45'26"E	145.26

ARM Group LLC
 Engineering and Architecture
 4000 Westpark Drive, Suite 100
 Fairfax, VA 22031
 (703) 261-1111

RHODES PLACE & BROADUS CREEK
 LAYOUT PLAN
 PACKETT PROPERTIES
 TOWN OF WARSAW, VA

TOWN OF WARSAW, TOWN MANAGER
 AGENT APPROVAL PANEL

DATE: 11/26/24
 SCALE: 1"=300'
 SHEET: 2

NOTES

- EXISTING AND PROPOSED ZONING MAPS SEE SHEET 1 OF 3
- ADJACENT PROPERTY USES SEE SHEET 2 OF 3

LEGEND

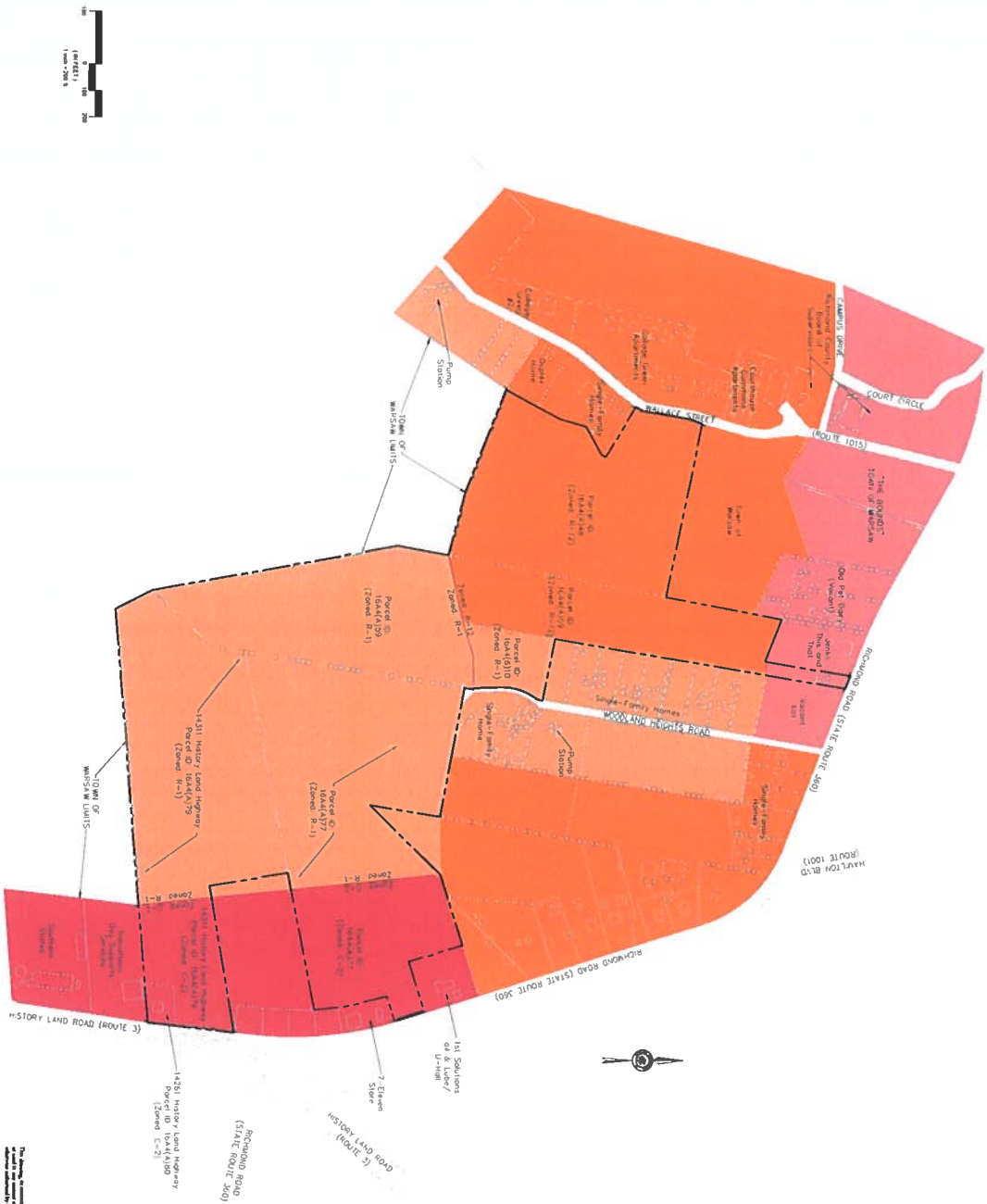
- EXISTING AND PROPOSED ZONING MAPS SEE SHEET 1 OF 3
- PROPOSED STREET LIGHT
- PROPOSED STREET SIGN
- PROPOSED TRAILS

Scale: 1"=300'

Scale: 1"=150'

Scale: 1"=150'

TRADITIONAL TOWN OVERLAY



EXISTING ZONING MAP AND ADJACENT LAND USE MAP

EXISTING ZONING PERMITTED IN THE TRADITIONAL TOWN OVERLAY DISTRICT

C-1	11.48
C-2	16.35
R-1	17.56
R-12	15.09
TOTAL	~62.56

PARCELS FOR UTILIZATION OF TRADITIONAL TOWN OVERLAY DISTRICT

1644(A)48	=	11.48
1644(A)59	=	16.35
1644(A)72	=	17.56
1644(A)77	=	15.09
1644(A)79	=	1.58
1644(A)110	=	1.58
TOTAL	=	~62.56



TOWN OF WARSAW, TOWN MANAGER
AGENT APPROVAL PANEL

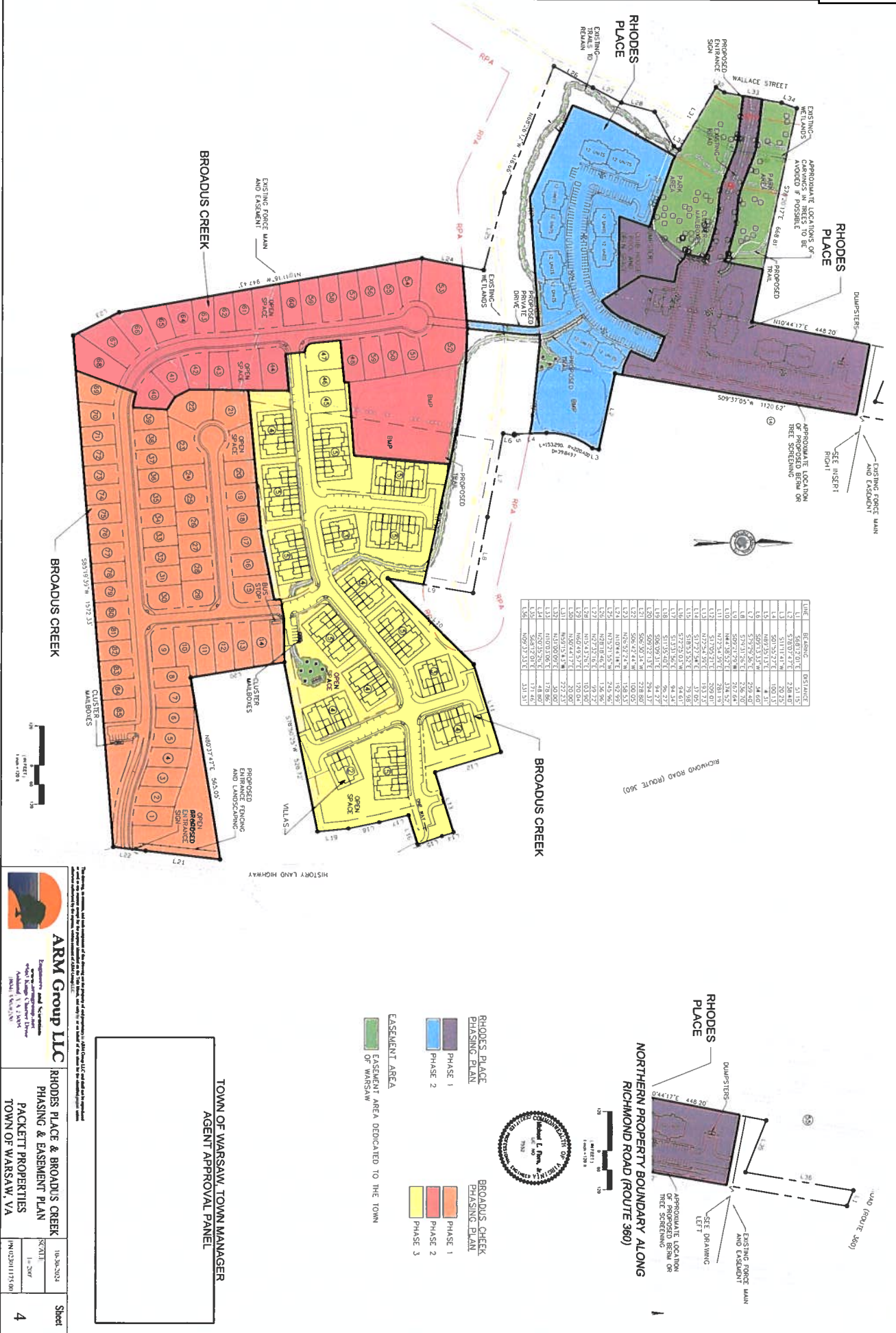


The following information is provided for informational purposes only. It is not intended to constitute an offer of any financial product or service. Please contact your broker for more information.

ARM Group LLC
 Registered and Licensed
 Equal Housing Opportunity
 Equal Opportunity Lender
 1000 N. 10th Street
 Suite 100
 Arlington, VA 22201

EXISTING ZONING MAP & ADJACENT LAND USE MAP
 PACKET PROPERTIES
 TOWN OF WARSAW, VA

Scale: 1" = 200'
 Sheet: 3

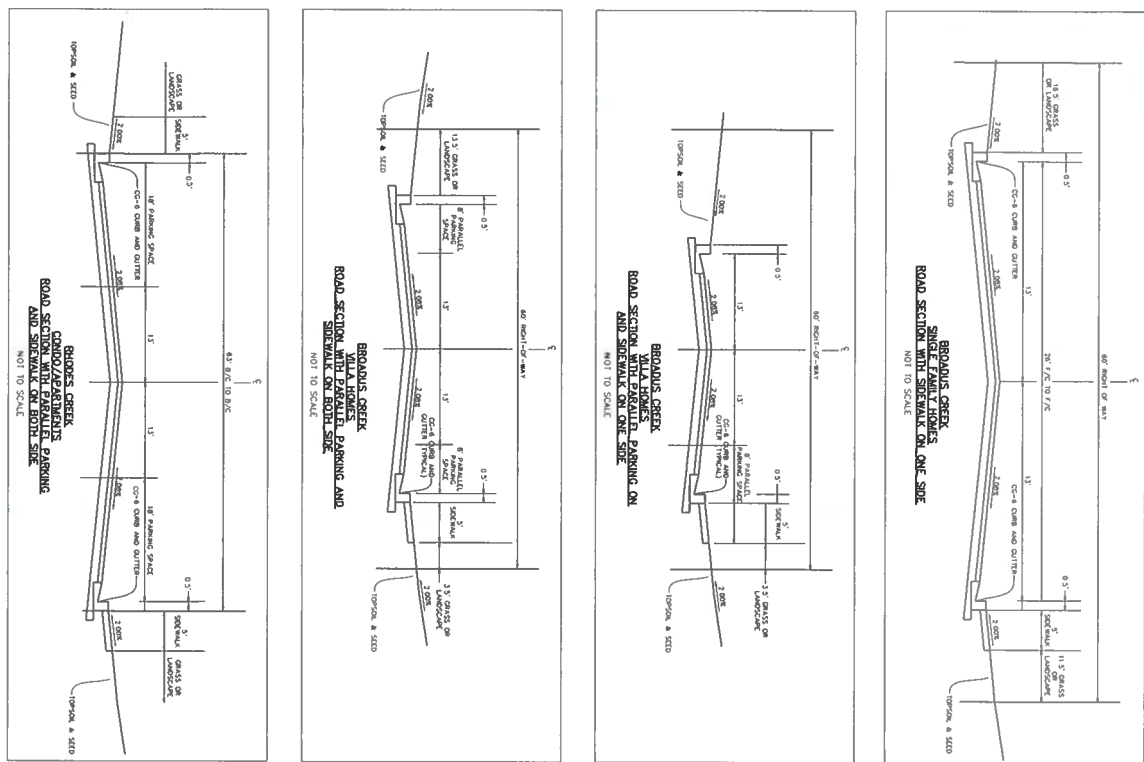


ARM Group LLC
 Engineers and Architects
 4001 West Ridge Parkway Drive
 Ashburn, VA 20148
 (703) 875-1100

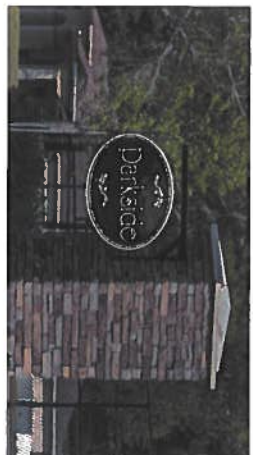
TOWN OF WARSAW, TOWN MANAGER
 AGENT APPROVAL PANEL

RHODES PLACE & BROADUS CREEK
 PHASING & EASEMENT PLAN
 PACKET PROPERTIES
 TOWN OF WARSAW, VA

Scale: 1" = 200'
 Date: 10-30-2024
 Sheet: 4



RHODES PLACE & BROADUS CREEK ENTRANCE SIGN EXAMPLE



RHODES PLACE & BROADUS CREEK ENTRANCE SIGN EXAMPLE



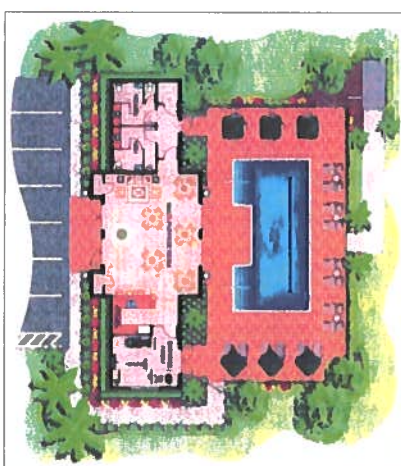
RHODES PLACE & BROADUS CREEK ENTER EXAMPLE



RHODES PLACE & BROADUS CREEK STREET SIGN EXAMPLE



RHODES PLACE & BROADUS CREEK ADDRESS STREET LABEL



RHODES PLACE ADDRESS TOWN MANAGER AGENT APPROVAL PANEL



ARM Group LLC
 Engineering and Construction
 10000 Westpark Drive
 Suite 100
 Fairfax, VA 22031
 (703) 261-1100

RHODES PLACE & BROADUS CREEK
 DETAILS
 PACKET PROPERTIES
 TOWN OF WARSAW, VA

SCALE	1/8"=1'-0"
N/S	
DATE	02/20/2024
PROJECT	02301175-00
SHEET	5

DHCD MONTHLY PROGRESS REPORT

Warsaw Housing Rehabilitation Project #23-23-14

PROJECT: WARSAW HOUSING

CONTRACT #: 23-23-14

LOCALITY: Town of Warsaw

FROM: Alex Eguiguren

MONTH: JANUARY 2025

PRODUCTS - Per 08-14-24 Agreement	% COMPLETE	STATUS
Rehabilitation of three houses to DHCD Housing Rehab Standards; (CDBG and Non-CDBG Funds) benefiting 6 LMI individuals	10%	The Invitation to Bid for the rehabilitation of three homes was published on 01-15-25. The mandatory pre-bid meeting took place on 01-28-25. The Bid Opening is set for 02-10-25. Our Rehab Specialist has completed the licensing courses for Lead Inspector and for Lead Risk Assessor.
Substantial Reconstruction of two houses to DHCD Housing Rehab Standards; (CDBG and Non-CDBG Funds) benefiting 4 LMI individuals.	8%	Staff members from the Northern Neck Planning District Commission, along with our Rehab Specialist and representatives from DHCD, visited the Fleetwood Homes factory in Rocky Mount, Virginia, to learn more about the manufacturing process and get a better idea of how to structure procurement and how to install such HUD-approved homes on permanent foundations.
Implementation of sidewalk improvements with leverage funds (\$30,000)	0%	Sidewalk improvements have been scheduled by the Town of Warsaw.

EXPENDITURES:	Grant Amount: \$ 632,534	Amt Expended: \$20,059	Amt Obligated: \$107,234
	Leverage Amt: \$ 58,250	Doc. Amt Expended: \$ 2,969	Sources: Town, PDC
Last Draw/Remittance #001 submitted on: 01-15-25			
Date of last PMT meeting: 01-21-25		Date of next PMT meeting: 02-18-25	PMT Meeting Minutes: <u>YES</u>
COMMENTS: None			

**NOTES – Warsaw Scattered Site Housing Rehabilitation Project - CIG# 23-23-14
Management Team Meeting**

January 21, 2025, at 11 a.m. at the Town of Warsaw Town Hall

Attendance: Ogle Forrest, Melissa Coates, Joseph Quesenberry, Ruby Tian, Jerry Davis, and Alex Eguiguren

Jerry Davis: The Warsaw project is what is referred to as a scattered-site project. The contract is for five houses. Three are going to be rehabbed, and the other two are substantial reconstructions, which means the old houses will be demolished and new homes built. Now that the application has been funded by the State, we have gone back, with the assistance of our Rehab Specialist, to update the write-ups that will be used as the scope of work. We have advertised an Invitation to Bid. A pre-bid meeting will take place on the 28th of January, with bid openings scheduled for February 10. For the substantial reconstructions, we are looking at using manufactured housing. We are looking at companies that are approved in the State of Virginia to consider for bids. We will get costs on a square-footage basis. We will do the procurement for the Town and the County at the same time, though separately, so that we can hopefully get a discount. At the Governor's Housing Conference [last November], Fleetwood Homes had models there, and we had conversations with the owner/manager and involved some of the DHCD people and Ruby, and we told them we wanted to consider using premanufactured homes for these projects. Fleetwood Homes invited us to do a tour of their factory, so we'll be going there next week, in Rocky Mount, Virginia. DHCD's view is very favorable, particularly because of the reduced time and reduced cost, since the number of contractors available for these projects is so low, contractors who are willing to do this type of project. There have been a lot of changes in the manufactured-home industry, to a point that, in many ways, manufactured homes are better. Amanda Healey with DHCD told us that she was satisfied with the homes. We also met the president of the Virginia Manufactured Homes Association. Looking at the process: We would solicit bids from a contractor to come in and demo the old structure and prepare the land and the new foundation.

Joseph Quesenberry: Are we the first housing project to utilize this approach in Virginia? I think this is the way affordable housing projects are going. The Town has ordinances, so we want to have that reminder.

Ogle Forrest: If it is built on a frame that is not removable, and with the new building code, it's not that much different in the actual construction. I understand why you would want to go to a process that is faster. With the rehabs, will the work be done while the owners are in the house?

Jerry Davis: Every project is different, but the ideal is to work with the owners and, if there is any disruption, we try for the homeowners to stay with family or friends. If that's not possible, there is some money in the budget to help with that.

Joseph Quesenberry: For permitting and style selection, will it be on us or the company to observe that?

Jerry Davis: We have to work with the Town and the County and what they require, as well as State regulations. We give some choices to the applicants.

Joseph Quesenberry: A new requirement is a paved driveway for new homes.

Ogle Forrest: What happens to the home if the resident passes away?

Alex Eguiguren: There is a five-year lean on the property. During the five years, the person living in the home has to qualify as a Low- and Moderate-Income (LMI) individual.

Jerry Davis: The Rehab Board has the authority to review the bids and the contractors. We have advertised for the bids for the rehab projects. We will need a Rehab Board meeting to review those bids, and it will be the Board's responsibility to select the contractor and award those contracts. We will need separate meetings for the Rehab Board, and we can do them back-to-back with the Management Team meetings. Since we have the bids due on February 10, we can meet on the 18th, the third Tuesday of the month. Rehab Board at 10 a.m., then Management Team at 11 a.m., and then on March 18th, to keep that schedule.

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Visit to Fleetwood Homes in Rocky Mount, Virginia - January 31, 2025



ignatius.mutoti@retaweng.com

Subject: RE: Sand Filter, Polymer pumping, and UV system.

Frank,

Thank you for your time on the phone this morning.

As discussed on the phone, I am currently waiting for a 'turnkey' quote from Xylem for the sand filters.

They have stated they are supporting the Astrosand filters.

Due to late response from Xylem, I went ahead and sent you a quote from Parkson for basically doing an inspection of your sand filters. You would still have to get a vac-truck for removal of sand and you would be responsible for disposal of sand. After inspection of filters, you would still need to order any parts found in need of replacement. This order would be from Xylem. You would also be responsible for freight cost of new sand. (would be shipped in super sacks). Parkson would install new parts and refill filters with new sand.

As soon as I receive the quote from Xylem (and I am pushing them for it), I will forward to you.

Thank you

From: Todd Heintz

Sent: Monday, February 3, 2025 10:18 AM

To: 'Frankie Sanders' <fsanders@town.warsaw.va.us>

Cc: Steve Childers <schilders@Heywardinc.com>; Mark Morgan (mmorgan@Heywardinc.com)

<mmorgan@Heywardinc.com>; 'ignatius.mutoti@retaweng.com' <ignatius.mutoti@retaweng.com>

Subject: Sand Filter, Polymer pumping, and UV system.

Frank,

Sand Filters

Your sand filters are Siemens AstroSand filters. I have reached out to Xylem (Xylem bought Evoqua, who bought Siemens) and after a week, they have said they will support these filters and are working up a complete turnkey quote.

I have a quote from Parkson Corp. to remove the sand, flush and inspect the internals, and provide new sand, 13.2 tons of sand per filter based on your sand volume number.

If Parkson were to come in and do that work, they would need the following:

1. Customer to provide a vac-truck to remove and dispose of the old sand.
2. The Parkson 1.4mm sand appears to meet your spec so the sand would be shipped in supersacks.
3. For all 3 filters I would estimate 2 guys for 2 weeks for sand removal, cleaning and inspection, and putting in the new sand.
4. If we found any damaged items, we would have to show the owner and they would have to order the parts. (this is a separate cost and is unknown until after inspection)

Total for above = **\$129,960.00** not including freight.

Polymer Feed Units

PB600-4.5AA (Brochure attached) = **\$14,340.00 ea**

Pricing does not include freight, submittals or startup.

Please let me know if you have any questions.

UV System

TrojanUV 3000PTP Model Number 3 x 3300K-1 In Series

(capable of disinfecting 840,000 gpd with one bank of UV lamps offline)(Brochure attached)

Total Price - \$124,445.00 does not include install, start-up, or submittals

Todd Heintz

Aftermarket Sales & Service Specialist

Heyward Inc.

10146 W. Broad Street, Glen Allen, Va 23060 | 804-965-0086

M: 804-814-4846 | www.heywardinc.com

PUBLIC NOTICE

Section 7, Item d.

Warsaw Town Council will conduct a public hearing on Thursday, March 13, 2025, at 6:00 p.m., or as soon thereafter as the matter may be called on the agenda, in Town Council Chambers in the Town offices, 78 Belle Ville Lane, Warsaw, VA, for the purpose of receiving comments from the public on the proposed option to lease certain real property owned by the Town. The property in question consists of approximately 200+/- acres and is a part of the larger tract owned by the Town, designated as Richmond County tax map # 24-65 and # 24-121, and being generally located between Wellford's Wharf Road, History land Highway and Totuskey Creek.

Information regarding the above may be examined at the offices of the Town Manager, 78 Belle Ville Lane, Warsaw, Virginia during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. Additional information can be obtained by telephone at (804) 333-3737.

Date Received: 1/1/25



Economic Incentive Grant Application

Applicant Information

1. Applicant Name Heather T. Hulbert
First M.I. Last
2. Applicant Phone Number 804.445.3188
3. Applicant Mailing Address 100 Sunset Ln Warsaw, VA 22572
4. Applicant Physical Address Same as above
5. Applicant Email Address Rise and Set provisions@gmail.com
6. Business Name Rise and Set provisions
7. Business Tax Identification Number 93-2116353
8. Number of Full-Time Employees (Current) _____ (Proposed) 1
9. Number of Part-Time Employees (Current) _____ (Proposed) 3

10. How long has the business been in operation? open March 2025

11. Estimate your current (if existing) or proposed gross sales: \$ 350k

Supplemental Comments and Questions

12. What is the Primary Function / Purpose of the Establishment?

Specialty food market and refillery

13. In what ways do you think this will benefit the Town of Warsaw?

We will bring health conscious food choices to the area with upstanding customer service. Our focus is also to educate the community on making overall health conscious choices for themselves and our planet.

14. In what ways do you plan to initially fund your operation?

Business loan

15. In what ways do you plan to fund your operation after the rent-free year?

Continual increase in sales plus working
capital

Acknowledgments

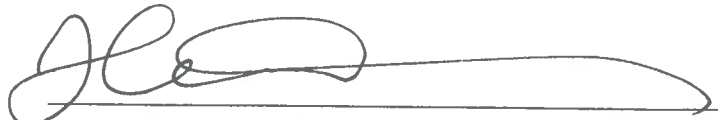
Do You Acknowledge the Following (Circle Yes or No):

- a) That You Will be Required to Work with Both the SBDC and Chamber per Terms of Contractual Agreement? YES / NO
- b) That You Must Sign on to a Three (3) Year Lease? YES / NO
- c) That any Breach of Contract Will Result in Financial Restitution to the Town of Warsaw? YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

_____ I am the authorized agent (Please Initial)

1 / 17 / 25
Date


Signature of Applicant

Property Owner Information

(Filled out upon property selection)

1. Property Street Address 145C main St. Warsaw VA 22572

2. Property Tax Map Number 116A 2(A) 8

3. Property Zoning Designation C-1

4. Property Description (Acreage & Assessed Value) _____

5. Building Square Footage 1300-1400 sqft

6. Vacant Square Footage _____

7. Is the Building Equipped for a Specific Purpose? (Restaurant, Paint Shop, etc.)

8. Other Information (Liens, Structural Issues, etc.)

N/A

Supplemental Comments and Questions

1. Briefly describe why you wish to participate in this grant:

See Attached Business Plan.

2. Briefly describe why this is a business you would like to see in your property:

Four horizontal lines for describing the business.

Acknowledgments

N/A

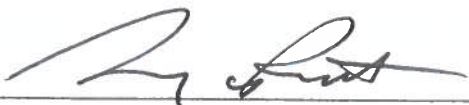
Do You Acknowledge the Following (Circle Yes or No):

- a. That You Shall **Not** Charge More than \$600.00/Month in Rent for the First Year of This Agreement? YES / NO
- b. That the Town Will Negotiate a Lease Between You, the Property Owner, and the Prospective Business? YES / NO
- c. That This Lease Shall Not be for Less Than Three (3) Years in Length? YES / NO
- d. That the Town will Enter into a Legally Binding Agreement with You to Ensure These Terms Shall be Met? YES / NO
- e. This Grant Shall Not be Used to Sub-let From any Entity. YES / NO

The applicant is reminded that this application shall be considered public record of the Town of Warsaw.

_____ I am the authorized agent (Please Initial)

_____/_____/_____
Date



Signature of Applicant

Business Plan: Rise & Set Provisions Executive Summary

The proposed business, "Rise & Set Provisions," will operate as a dual-function facility, integrating a refinery for spices, teas, pantry staples, toiletries, beauty products, and household needs with a specialty market. Our primary goal is to cater to diverse dietary requirements, including those of individuals with allergies and vegan preferences, while promoting a sustainable lifestyle that prioritizes health and environmental consciousness.

Business Description

"Rise & Set Provisions" will focus on two main components:

- **Refill Operations:** This will involve sourcing, processing, and packaging high-quality spices, spice blends, specialty salts and teas, pantry items such as grains, beans, and pastas. Bulk items for the kitchen such as olive oils and vinegars as well. Along with producing and providing eco-friendly toiletries and household products to include make up remover, dishwasher tabs, and multipurpose cleaner.
- **Specialty Market:** A retail environment showcasing a range of dietary-friendly products, including bulk items to minimize packaging waste, educational resources, and workshops on nutrition and sustainable practices. Also, to include trending specialty food items meant to broaden a consumers palette, food presentation, and overall elevation of someones experience in the kitchen. The market will cater to all ages and provide an allergy friendly space for children needs in particular.

Mission Statement

"We strive to support diverse dietary needs, promote health, and reduce waste - nourishing both people and the planet."

Market Analysis

- **Target Market:** Health-conscious consumers, individuals with dietary restrictions (allergies, vegan), and those seeking eco-friendly products. Families and individuals looking to reduce their overall environmental footprint.
- **Market Trends:** Increased demand for natural, organic products and growing awareness of sustainability issues in consumer behavior. Especially with increasing awareness of allergy and conditions such as celiacs and Alpha Gal. Catering to vegetarian and vegan individuals who choose this lifestyle for health needs, religious expectations, and/or personal preference.

Marketing Strategy

- **Brand Positioning:** Establish "Rise & Set Provisions" as a trusted source for diverse dietary options and eco-friendly products. Along with being a reliable source for health conscious needs. We will strive to stay educated, and inline with the needs of the community.

- **Promotional Activities:** Host workshops, offer cooking classes, curated gift boxes for new parents and newlyweds, and engage with local communities through farmer's markets and health fairs. Social media will be a large facet for exposure. Long term goals include monthly subscription boxes, drop off/pick up refill services, along with an app in the future to make shopping experiences easy if needed. Composting services are possible in the further future, but the logistics of this program will need to be studied closer.

Operations Plan

- **Location:** A strategically chosen site that is accessible and aligned with our target demographic that is in the heart of our local community. 145C Main Street Warsaw, VA 22572.
- **Suppliers:** Partner with local farmers when possible and ethical suppliers for raw materials. To begin sourcing will be from The Spice & Tea Exchange of Williamsburg, Faire, and Mountain Rose Herbs.
- **Production:** Implement sustainable practices in processing and packaging to minimize waste. In house operations will include utilizing recycled materials for outgoing parcels, along with recycling practices when processing weekly orders.

Financial Projections

- **Startup Costs:** Initial investment will cover facility setup, equipment, inventory, and marketing.
- **Revenue Streams:** Sales from the specialty market, online orders, workshops, and subscriptions for curated boxes of products. Bases on projections, market trends, and research our estimated revenue is \$325k in the first year.

Impact Goals

- Educate customers on dietary needs and sustainable practices, for the improvement of overall health and care for the earth. The reduction of plastic through bulk purchases along with saving consumers money in the long run is beneficial for the planet and our customers needs.
- We intend to open our business model to employ special needs individuals, specifically young adults, as a safe space for them to learn how to integrate themselves into the work force.

Conclusion

"Rise & Set Provisions" aims to create a meaningful impact on the community by providing high-quality products that cater to all in an eco friendly space.

THIS LEASE AGREEMENT (the Agreement) made effective this 2nd day of January 2025, by and between **Dunbrooke LLC**, a Virginia Limited Liability Company, of PO. Box 28, Tappahannock, Va. 22560 (herein referred to as Landlord), and **Rise & Set Provisions LLC**, a Virginia Liability Company, of Heather Hulbert, of 168 Sunset Ln, Warsaw, VA 22572 (herein referred as Tenant).

WITNESSETH:

WHEREAS Tenant desires to occupy and Landlord desires to lease that certain building and real estate known as 145C Main St, Warsaw, VA 22572, (herein the referred as the Property); and

WHEREAS Tenant desires to lease the premises from Landlord to operate a specialty grocer business thereon (the business) and the Landlord desires to lease the Property for such use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein. The parties hereby agree as follows:

LEASE OF THE PROPERTY

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property with all improvements and appurtenances thereunto appertaining. Tenant agrees to lease the Premises for Three (3) years commencing on the 1st day of February 2025 and expiring on midnight on the 31st day of January 2028. Tenant has the option of extending the lease for one (1) five (5) year period after the initial lease expires. Tenant must notify Landlord, in writing, ninety (90) days in advance of expiration of lease to renew the lease.

DUE DILIGENCE PERIOD

This Agreement shall commence as stated herein. Tenants shall apply for all necessary governmental and/or regulatory entities permits and licenses for operating the business on the Property which permits, and licenses shall be applied for on a timely basis if necessary or required. Landlord agrees to cooperate to enable Tenant to acquire all necessary approvals. business to Property of all filing fees, applications, permits associated with necessary approvals to operate the business on the Property.

TERM OF LEASE

Tenant agrees to lease the Property for three (3) years starting on the 1st day of February 1, 2025, and ending on the 31st day of January 2028. This Agreement shall be automatically renewed for consecutive three (3) year periods upon the same terms and conditions, unless

Tenant opts for one (1) five (5) year period. Ninety (90) days prior to the end of the three-year rental term, either of the parties deliver to the other party by certified mail or hand delivery, a written notice of their intention not to renew this Lease for the next period.

RENT

Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND EIGHT HUNDRED (\$1,800.00) per month beginning on the 1st day of March 2025 and ending on January 31st, 2026. **The rent for February 2025 shall be NINE HUNDRED DOLLARS (\$900).** Tenant agrees to pay to Landlord at the address set forth in this Lease the sum of ONE THOUSAND NINE HUNDRED (\$1,900.00) per month beginning on the 1st day of February 2026 and ending on January 31st, 2028. The first day of every month thereafter until this Lease is terminated or until the parties have agreed, in writing, to a different monthly rental amount. If any installment of rent is not received by the Landlord by the Tenth (5th) day of each month then Tenant covenants and agrees to pay, without notice, interest on all such amounts due at the rate of 18% per annum, commencing on said due date and continuing thereafter during the period the Tenant fails to pay Landlord the past due amounts.

Tenant agrees to pay Landlord the total rental payment due in accordance with the payment schedule set out above. The provisions herein for late charges shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein specified. If Tenant fails to make any monthly rental payment as set forth herein, the Landlord shall have the immediate right to accelerate all remaining rent due and immediately declare this Agreement terminated.

Landlord shall have the right to increase the rent by no more than five percent (5%) of the total gross rents for the prior calendar year for any renewal term.

SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of One Thousand Eight Hundred Dollars (\$1,800), as a security deposit, at the time of signing the lease. Landlord shall refund the security deposit provided the Tenant vacates the Premises and leaves the Premises in the same condition as of the date hereof, reasonable wear and tear are expected.

If the Premises are not in a condition as aforesaid, Landlord may put the Premises in such condition and deduct the cost thereof from said deposit. Landlord may also deduct from said deposit any amounts owed by Tenant to Landlord during the term of hereof which is not remitted by Tenant after ten (10) days written notice.

If Landlord deducts any sums from the deposit during the terms of this Lease, Tenant shall bring the deposit back up to \$1,900 upon ten (10) days' notice. Failure to do so shall constitute an event of default.

ADDITIONAL RENT

All other costs and expenses that the Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of the Tenant to pay such items in a timely manner, shall be deemed to be additional rent; and, in the event of a non-payment, the Landlord shall have all rights and remedies as herein provided for failure to pay rent.

REAL ESTATE TAXES

During the term of this lease Landlord shall pay all taxes and assessments imposed on the Premises by the Commonwealth of Virginia, County of Richmond, and the Town of Warsaw during the first two years of this lease. Tenant agrees to pay Landlord annual as additional rent, their proportionate share of the property taxes, both Town and County, based on the total square footage, for all taxes assessed on the improvements upon the Premises for the third year of this lease. Failure to promptly pay this additional rent on demand shall constitute a breach of this lease and shall be subject to all other provisions of this lease.

USE OF PROPERTY

The parties expressly agree that this Lease is executed in order that Tenant may operate the business upon the Property, and that the Property shall not be put to any other use without the prior consent of Landlord. Tenant shall comply with all legal requirements applicable to the Property and any reasonable requests of the mortgagee or any insurance company providing coverage to the Property. Tenant shall not use or occupy the Property or allow the Property to be used in violation of the recorded covenants, conditions and restrictions affecting the Property.

ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the Property shall be demolished or removed by the Tenant without the prior written consent of Landlord and if necessary, of any mortgagee, Tenant may at any time during the term of the Lease, subject to the conditions set forth below and at its own expense, make any alterations, additions or improvements in and to the Property and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building on the Property or change the purposes for which the building or any part thereof, may be used.

Alterations, additions, and improvements shall become the property of the Landlord when affixed to the Property.

B. Conditions with respect to alterations, additions, and improvements are as follows:

1. Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to exceed Five Hundred Dollars (\$500.00) or more, shall be submitted to Landlord for written approval prior to commencing work.

2. Prior to the commencement of any work, Tenant shall pay the amount of any increase in premiums of insurance policies provided for herein because of endorsements to be made covering the risk during work.

C. The Tenant has examined the building and Property and accepts the same AS IS in its present condition. Tenant will return the Property at the end of the term or any renewal in the same condition as on the date hereof, reasonable wear and tear excepted.

ASSIGNMENT AND SUBLEASE

This Lease may not be assigned or transferred, and the Property may not be sublet, either in whole or in part, by Tenant without Landlord's prior written consent. The parties agree that Landlord may assign this Lease without the Tenant's written consent.

REPAIRS

1. Landlord hereby agrees that during the term of this lease they shall keep the exterior walls, glass and roof of the buildings in proper and substantial repair. Tenant shall otherwise maintain the property in good condition and repair, reasonable wear and tear expected, and except as provided hereafter, Tenant shall be responsible for all repairs to the HVAC equipment, toilets, pipes, and other plumbing fixtures up to \$500 per incident and any additional amount shall be paid by Landlord.
2. HVAC Equipment. The Tenant shall have the HVAC equipment serviced at least twice a year (spring and fall). Tenant shall provide to Landlord a copy of HVAC maintenance, repair, and replacement expenses incurred by the Landlord per Lease Year, to be paid within thirty (30) days after receipt by the Tenant of paid invoices or other reasonable documentation as to the costs incurred by Landlord. The Landlord shall install a brand-new HVAC system appropriately sized for the building and use, from a major provider with a warranty, and provide such information to the Tenant.

The Tenant and Landlord agree that if, in the reasonable opinion of the Tenant, the HVAC Equipment is subject to frequent malfunction such as to constitute a recurrent problem, such HVAC equipment shall be replaced by Landlord. The tenant shall have no obligation to reimburse landlord for any repair or replacement necessitated or caused by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood or other acts of nature or casualty loss, or which is covered by insurance required by Section 11.

RIGHT OF ENTRY TO REPAIR

Landlord reserves the right for itself, its agents and employees, after reasonable notice to Tenant, to enter upon the Property, at any reasonable time during business hours, to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements shall not unreasonably interfere with Tenant=s business operations. Such right to enter at any reasonable time during business hours, shall also include the right to enter upon the Property for the purposes of inspection.

ESTOPPEL CERTIFICATES

Tenant agrees, at any time and from time to time, upon not less than five (5) day=s prior written notice and preparation by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (b) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (c) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the Tenant may have knowledge, and (d) stating the address to which notices to Tenant should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner of the Property, any prospective purchaser of the Property, any mortgagee or prospective mortgagee of the Property, or of an interest in the Property, or any prospective assignee of any such mortgagee.

UTILITIES

During the term of this lease Tenant shall be responsible for providing the following utility services to the Premises: heat, electricity, and an adequate garbage dumpster or other trash collection receptacle. The fee for water, sewage and trash will be paid directly to the Town of Warsaw by the Tenant.

SIGNS

Tenant's signage shall be of similar type, size, etc. as is in use on the site pad wherein the Premises are located. All costs of purchase and hanging shall be the Tenant's and the

building shall be returned to its original condition upon removal of the sign at the end of the Lease Term. All approvals of governmental authorities shall be at the Tenant's expense and shall be acquired prior to erection of the signage.

INDEMNIFICATION

The Tenant hereby agrees that Landlord shall not be liable for liability for damage claims for injury to persons or property from any cause relating to the occupancy of the Property by Tenant during the term of this Lease or any extensions thereof.

Tenant hereby indemnifies Landlord against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity arising out of either (1) failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on the Property, (3) failure of Tenant to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the Property for equipment, materials or alterations of buildings or improvements thereon made by Tenant.

LANDLORD'S WAIVER

Upon Tenant's request, Landlord shall promptly execute a Landlord's Waiver for the benefit of any creditors of Tenant.

SUBORDINATION

This Lease and all rights of the Tenant hereunder shall, at the sole option of the Landlord, be either prior to or subject and subordinate to any first mortgage or first deed of trust or ground lease now or hereafter constituting a lien against the Property, or any part thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof. The election of the Landlord hereunder may be made at any time during the term of this Lease. Tenant agrees to execute any reasonable Subordination of Mortgage Agreement requested by Landlord at any reasonable time during the term hereof.

If, at any time during the term of this Lease, the Landlord decides to sell the Property to a purchaser other than the Tenant, then such sale shall be under and subject to this Lease and Tenant's rights, hereunder.

INSURANCE

A. During the term of the Lease and for any further time that the Tenant shall hold the Property, Tenant shall obtain and maintain at its expense the following types and amounts of insurance:

Personal Injury and Property Damage Insurance. Insurance against premises liability, including but not limited to liability for bodily injury and property damage, in an amount not less than the following: \$1,000,000.00 per accident, \$1,000,000.00 per person injured and \$500,000 property damage coverage. Tenant shall name the Landlord as an additional insured on this policy. Tenant shall make sure that all of its personal property and Landlord's personal property located in the Property is adequately insured.

Fire Insurance. Tenant shall keep all buildings and improvements on the Property, including all alterations, additions, and improvements, insured against loss or damage by fire, with standard extended coverage. Tenant shall also provide special cause of loss business property insurance in an amount not less than that required to place all of the improvements installed in the Property, all alterations therein, and all other contents therein.

B. All insurance provided by Tenant as required by this Section shall be carried in favor of the Landlord and the Tenant as their respective interests may appear, and in case of insurance against damage to the Property by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to the Landlord. Tenant will furnish Landlord with a certificate or other usual evidence that all insurance policies required by this Section are in full force and that all premiums have been paid.

BANKRUPTCY OR INSOLVENCY

It is expressly agreed that if at any time during the term of this Lease, Tenant shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Landlord may, at its option, declare this Lease to be terminated and canceled, and may take possession of the Property. In the event of the bankruptcy or insolvency of the Landlord, or in the event the Property is sold, Tenant may elect to terminate this Lease, but it will not be required to do so.

DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

If, during the term of this Lease, the building on the Property is destroyed by fire, natural causes, or other casualties, or so damaged that it cannot be repaired with reasonable diligence within thirty (30) days, this Lease shall terminate as of the date of such damage or destruction. However, if said building can with reasonable diligence be repaired within 30 days, said buildings shall be repaired by Tenant as quickly as is reasonably possible, and this Lease shall remain in full force and effect; provided, however, rent shall be abated for any part of said building which is rendered unfit for occupancy for the period that such unfitness continues.

DEFAULT ON PAYMENT OF RENT

If a default shall exist, material or otherwise, because of any reason set out in this Lease, Tenant=s right to possession shall thereupon cease and Landlord shall be entitled to the possession of the Property and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of the Property by process of law, any notice to quit or of intention to exercise such option or to re-enter the Property being hereby EXPRESSLY waived by Tenant. Further, Landlord, at its sole option, may accelerate the unpaid rent for the unexpired portion of the Lease, giving credit for any proceeds from re-letting in whole or in part of the Property and improvements by Landlord to others. Tenant will be liable to Landlord for all court costs and reasonable attorney=s fees in the event Tenant shall be in default and Landlord incurs court costs and/or attorney=s fees in obtaining possession of the Property or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

LANDLORD AND TENANT EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY. THE TENANT HEREBY AGREES AND UNDERSTANDS THAT IT HAS AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THE AGREEMENT AND TENANT CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON.

CLAIMS FOR DAMAGES

All personal property belonging to the Tenant shall be in the Property at the sole risk of Tenant and neither the Landlord nor its agent shall be liable for Tenant=s personal property. In addition, neither the Landlord or its agent shall be liable for any damage or injury to Tenant=s employees or invitees in the Property. Landlord shall provide Tenant with written notice allowing Tenant Ten (10) business days to remove all of its personal property from the date the Landlord notifies it of its default. Notice shall be mailed by regular or certified mail to Tenant=s address as set forth in this Lease. If Tenant does not remove its personal property within the aforementioned Ten (10) day period then Landlord shall have the following options: (1) remove all of Tenant=s personal property and discard it at the local dump; or (2) store such items in which Tenant agrees that it will be responsible for all monthly storage charges incurred by the Landlord; or (3) enforce its landlord=s lien as set forth below. If Landlord exercises option (1) above then the Tenant hereby forever releases the Landlord from any and all liability, expenses, costs, claims, suits, including reasonable attorney=s fees, whatsoever regarding the Tenant=s personal property in the Property which the Landlord removed and discarded at the local dump.

LANDLORD LIENS

A. Unless otherwise prohibited by law, in addition to any statutory landlord=s lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and

other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of breach by Tenant of any covenant, agreement or condition contained herein upon all goods, wares, equipment, fixtures, furniture, improvements and such other property of Tenant presently, or which may be hereafter be, situated in the Property, and all proceeds therefrom, and such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all covenants, agreements, conditions hereof have been fully complied with and performed by Tenant.

B. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter the Property and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time and place which any private sale is to be made at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease ten (10) days before the time of sale. Any sale made pursuant to the this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Property or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the Property is located for two (2) consecutive weeks before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal fees) shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to the Tenant or as otherwise required by law; the Tenant shall pay all deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security of Landlord in the property and the proceeds thereof under the provisions of the Uniform Commercial Code in force in the state in which the Property is located. The statutory lien distress for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

HAZARD MATERIALS

Tenant shall comply strictly and in all respects with the applicable laws, statutes, ordinances, permits, orders, decrees, guidelines, rules, regulations and orders pertaining to health or the environment (Applicable Environmental Laws), including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation and Recovery Act (RERCRA), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its legal representatives, successors and assigns, agree to, and hereby does, indemnify, defend and hold harmless

Landlord, and its managers, members, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, reasonable attorney fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this Section, (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials, including any cleanup, remediation, removal or restoration work required by the Applicable Environmental Laws, or (c) the assertion of any lien or claim upon the Property or Landlord pursuant to the Applicable Environmental Laws. The covenants and agreements of the Tenant under this section shall survive the expiration or termination of this Lease for thirty-six (36) months. As used in this Lease A Hazardous Materials@ means any flammable, explosives, radioactive materials, asbestos containing materials, petroleum products, the group of organic compound known as polychlorinated biphenyls and other hazard wastes, toxic substances, or related materials, including without limitation, substances described as hazardous substances. hazardous materials, toxic substances, or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

LIMITATION OF LANDLORD’S LIABILITY

If Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, Tenant shall be limited to the satisfaction of said money judgment solely to Landlord=s equity in the Property or any proceeds arising from the sale thereof, and no other property or assets of Landlord or the individual members or managers of Landlord shall be subject to levy, execution or any other enforcement procedures whatsoever for the satisfaction of said money judgment.

EXEMPTIONS

The Tenant hereby waives the benefit of any exemption under the Homestead or bankruptcy laws as to the obligations of this Lease and agrees to pay all expenses incurred in collecting the same, including reasonable attorney fees, in case the same shall not be paid when due.

INVALIDITY

If any one or more of the phrases, sentences, clauses or sections of this Lease shall be declared invalid by the final and unappealable order of any court having jurisdiction, the remainder of this Lease shall continue in full force and effect as if such phrase, sentence, clause or section had not been inserted.

APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. Tenant agrees and consents to the jurisdiction of the courts of Richmond County, Virginia, as the appropriate venue for any dispute which arises under the terms herein.

HOLDING OVER

Tenant shall pay to Landlord an amount as base weekly rental equal to 150% of the base weekly rental herein provided during each month or portion thereof for which Tenant shall retain possession of the Property or any part thereof after the termination of the term or of Tenant=s right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Landlord, whether direct or consequential, on account thereof. Such a holdover shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during such period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Lease except as may be herein provided. The provisions of this clause shall not be held to be a waiver by Landlord or any right of reentry, or any other rights of Landlord as provided under this Lease; nor shall the receipt of said payment or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein, or any other of Landlord=s rights hereunder.

ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

In addition, Landlord is afforded the benefit of such laws as may be applicable to Landlord under Virginia law.

Should this Lease not be fully executed and returned to Landlord within fifteen (15) days from the date hereof, this Lease will be null and void.

The parties, having read and understood the provisions of this Agreement, agree for their officers, directors, members, managers, successors and assigns to be bound thereby.

In Witness Whereof, this Agreement has been executed by each of the parties as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this lease as of the date first above written.

DUNBROOKE LLC, a Virginia Limited Liability Company

By: _____
Gregory N. Packett, Managing Member

COUNTY OF RICHMOND, to-wit:
The foregoing instrument was acknowledged before me this __ day of _____ 2025,
by Gregory N. Packett, Managing Member of Dunbrooke LLC, a Virginia Limited
Liability Company.

My commission expires:

Notary Public
Rise & Set Provisions LLC, a Virginia Limited Liability Company

By: _____
Heather Hulbert, Managing Member

COUNTY OF RICHMOND, to-wit:
The foregoing instrument was acknowledged before me this __ day of _____ 2025,
by Heather Hulbert, Managing Member of Rise & Set Provisions LLC, a Virginia

Limited Liability Company.

My commission expires:

Notary Public