



You're Invited!

Please join us from 6:00—7:00 p.m. on
Tuesday, May 24th in the
Town of Warrenton Council Chambers
for a reception of the:

Student Postcard Project

Learn what over 1,000 students in
Warrenton value in their community and what
they wish for its future!



Town of Warrenton
Planning & Community Development Department
18 Court Street
Warrenton, VA 20186
540-347-2405
Email: Planning@warrentonva.gov



**AGENDA
PLANNING COMMISSION
TOWN OF WARRENTON**

**May 17, 2016
7:00 PM**

1. Call to order and establishment of a quorum.
2. Approval of Minutes – February 16, 2016 and March 15, 2016.
3. Public Hearing
 - A. Commission Permit #01-2016: Dog Park** – Discussion of an application to locate a dog park, to be operated by the Town of Warrenton, at the end of the Fifth Street Parking lot (GPIN 6984-42-3052-000) per Article 11-3.8 of the Zoning Ordinance. The dog park would be approximately .36 acre in size and would consist of fencing and gates, a water fountain, benches, and signage. Improvements for drainage are anticipated on the adjacent property owned by the Town (GPIN 6984-42-2290-000). The Future Conceptual Land Use Map in the Comprehensive Plan indicates that the property is identified for public/semi-public non-intensive use, which is suitable for park use. The applicant and property owner is the Town of Warrenton.
 - B. Town Code Amendment – Condition of Premises.** – This is an amendment to Section 8-63 of the Notice to Cut Weeds to add language on the development status of the property and indicate overgrown properties could be considered a nuisance. The applicant is the Town of Warrenton.
 - C. Town Code Amendment – Mobile Food Vendors** – Discussion of proposed amendments to Section 9-69 (d) of the Itinerant Merchant regulations that would allow mobile food vendors to locate on specified properties within certain areas per the Mobile Food Vendor Policy and Procedures document through the Town Manager’s office. The applicant is the Town of Warrenton.
 - D. ZTA 16-01 – Mobile Food Vendors.** – Discussion of proposed amendments to the Public Semi-Public, Commercial and Central Business Districts, and Industrial District in Articles 3-4.9.2 (PSP), 3-4.10.2 (C), 3-4.11.2 (CBD), 3-4.12.2 (I) and Article 12 - Definitions of the Zoning Ordinance to add mobile food vendor as a use with the condition that the site must meet the requirements of the Mobile Food Vendor Policy and Procedures document through the Town Manager’s office. The applicant is the Town of Warrenton.
 - E. ZTA 16-02 – Central Business District (CBD)** – Discussion of proposed amendments to add to Articles 3-4.11.2 and 3-4.11.3 of the Zoning Ordinance to add hotels, bed and breakfast, inns and tourist homes to allowable uses in the Central Business District (CBD). The applicant is the Town of Warrenton.
4. Old Business
5. Adjourn



PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

PLANNING COMMISSION PUBLIC HEARING

DATE OF HEARING: MAY 17, 2016

CP01-2016 – Dog Park

PLANNING COMMISSION DECISION DEADLINE: May 17, 2016

TOWN COUNCIL DECISION DEADLINE: June 14, 2016

SUBJECT: Commission Permit #01-2016 – Dog Park

PURPOSE: A Commission Permit is requested to locate an approximately .36 acre dog park at the end of the Fifth Street Parking lot (GPIN 6984-42-3052-000) per Article 11-3.8 of the Zoning Ordinance.

EXECUTIVE SUMMARY

On November 1, 2015, Fauquier County, the Town of Warrenton, and Alwington Farm Developers, LLC entered into a Joint Planning and Water Service Agreement (Attachment A). Under this Agreement, Alwington Farm Developers proffered a dog park for the Town of Warrenton. As such, the Town of Warrenton and Alwington Farm Developers, LLC entered into a Collateral Agreement Regarding the Dog Park (Attachment B), also dated November 1, 2015.

The Collateral Agreement contemplated that the dog park would be located at Rady Park. Since entering into that Agreement, some citizens living near the Rady Park location have expressed strong feelings of disapproval of the location. The Recreation Committee has requested a public hearing of those living near the Fifth Street location, as this is their second choice for the location of the dog park. A report of locations considered for the dog park, containing pros and cons for each location is attached as Attachment C. A decision matrix which was used by staff is contained as Attachment D.

It is the desire of the Town to have a dog park. This application is to locate a dog park at the end of the Fifth Street Parking lot (GPIN 6984-42-3052-000) per Article 11-3.8 of the Zoning Ordinance. The dog park would be approximately .36 acre in size and would consist of fencing and gates, a water fountain, benches, and signage. Improvements for drainage are anticipated on the adjacent property owned by the

Town (GPIN 6984-42-2290-000). The Future Conceptual Land Use Map in the Comprehensive Plan indicates that the property is identified for public/semi-public non-intensive use, which is suitable for park use. The applicant and property owner is the Town of Warrenton. The permit requested in a Commission Permit in accord with the Code of Virginia 15.2-2232.

The table below compares the proposed dog park to some others in the area:

Location	Acreage	Water	Small/Large Dog Areas	Amenities	Controlled Access
Proposed Dog Park	.36 acre	yes	no	fence, benches, drinking fountain, waste bags	Vaccines up to date, tags on collar, county license
Blake Lane Dog Park - Oakton	.39 acre	no	no	fence, benches, waste bags	Vaccines up to date, tags on collar, county license
Vint Hill Dog Park	1.25 acres	yes	yes	fence, benches, water, waste bags, obstacles	Vaccines up to date, tags on collar, registration through Piedmont Dogs
K9 Gunner Dog Park - Prince William County	1.0 acres	no	yes	fence, benches, waste bags	Vaccines up to date, tags on collar, county license, county license

STAFF RECOMMENDATION

- The comprehensive plan supports the use of this property for park purposes.
- The location has been chosen by the Recreation Committee as a good location for a potential dog park.
- Public input will be received at the Planning Commission meeting.

SUGGESTED ACTION

Receive public comments and issue a Commission Permit for use of the property as a Dog Park.

Attachment A

Final – November 1, 2015

JOINT PLANNING AND WATER SERVICE AGREEMENT

This JOINT PLANNING AND WATER SERVICE AGREEMENT (the “Agreement”) is made and entered as of this 1st day of November, 2015 by and between THE TOWN OF WARRENTON, a Virginia municipal corporation, hereinafter referred to as “the Town”; and the COUNTY OF FAUQUIER, VIRGINIA, a political subdivision of the Commonwealth, hereinafter referred to as “Fauquier” or “County”; and ALWINGTON FARM DEVELOPERS, LLC, a Virginia Limited Liability Company, contract buyer of certain “Property” as more fully defined herein, hereinafter referred to as “Alwington”.

RECITALS

- R-1. Fauquier is a political subdivision of the Commonwealth of Virginia which does not operate any sewer and water facilities in its own capacity.
- R-2. Fauquier has established certain water and sewer service areas under its comprehensive plan for the land around the Town and elsewhere within its boundaries.
- R-3. The County is authorized, pursuant to Section 15.2-2223.1 of the Code of Virginia, to establish “Urban Development Areas” which “incorporate principles of traditional neighborhood design, which may include but need not be limited to (i) pedestrian friendly road design, (ii) interconnection of new local streets with existing local streets and roads (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed use neighborhoods, including mixed housing types, with affordable housing to meet the

projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.”

- R-4 Section 15.2-2223.1 requires that localities consult with adjacent localities in establishing the appropriate size and location of Urban Development Areas to promote orderly and efficient development of their region.
- R-5 Section 15.2-1300 of the Code of Virginia authorizes a locality to enter into an agreement with any other locality having a similar power, privilege or authority to jointly exercise such power, privilege or authority.
- R-6. Alwington is the contract purchaser of certain real property more particularly described in the following two site tabulation tables (the “Entire Tract”), A small portion of the Entire Tract, being 4.67 acres (and so indicated on the “Concept Development Plan” defined below) is excluded from the jurisdiction and operation of this Agreement is not part of the “Rezoning,” defined below, and is not entitled to water service pursuant to this Agreement. However, another small portion of the Entire Tract being 4.10 acres (and also indicated on the Concept Development Plan), is entitled to water service pursuant to this Agreement; however, neither the 4.10 acre parcel nor the 4.67 acre parcel (together the Residue Area) are part of the rezoning. (The Entire Tract, less the “Residue Area”, is hereinafter defined as the “Property.”). The Property is located along the southern boundary of the Town.

EXISTING SITE TABULATIONS			
PARCEL IDENTIFICATION	6953-43-6542		
STREET ADDRESS	NONE ASSIGNED		
PARCEL SIZE (GROSS ACREAGE)	439.73 ACRES		
EXISTING ZONING	R-1	RA	C-2
SIZE (GROSS ACREAGE)	238.40 ACRES	196.66 ACRES	4.67 ACRES
PORTION SUBJECT TO APPLICATION	238.40 ACRES	196.66 ACRES	0.00 ACRES
TOTAL AREA SUBJECT TO APPLICATION	435.06 ACRES		

PROPOSED SITE TABULATIONS			
TOTAL AREA SUBJECT TO APPLICATION	435.06		ACRES
PROPOSED PRD ZONED LAND	206.43		ACRES
PROPOSED RA ZONED LAND	224.53		ACRES
AREA REMAINING RI	4.10		ACRES
AREA REMAINING C2 (NOT SUBJECT TO APPLICATION)	4.67		ACRES
NOTE: PROPOSED RA ZONED LAND INCLUDES 1.41 ACRES TO BE DEDICATED TO LOVERS LANE R.O.W. SEE ZONING PLAT FOR ADDITIONAL INFORMATION.			

R-7 The County has consulted with the Town regarding the establishment of an Urban Development Area for the Property, and subject to the terms and conditions contained herein, the Town and the County agree that the designation of the Property as an Urban Development Area is appropriate and consistent with both the Town and County

Comprehensive Plans.

- R-8 The Town and the County desire and agree that each shall have enforcement powers to provide for the continued performance of this Agreement and the land use requirements and restrictions resulting from the “Rezoning” as defined below. Alwington hereby consents and waives all objections to Standing of the enforcement of this Agreement by the Town and/or the County through any available legal means including but not limited to an action for specific performance. The Town and the County may in the future establish a Joint Planning District as authorized by Section 15.2-2219 of the Code of Virginia. Alwington hereby agrees to cooperate with and assist in any such effort, and consents to the jurisdiction of the Joint Planning District if established.
- R-9. The Town owns and operates water distribution and sewage treatment systems located both within and without its corporate limits pursuant to Section 15.2-2109 of the Virginia Code.
- R-10. Alwington has filed applications with Fauquier County to re-zone and re-plan the Property (collectively, the applications are referred to as the “Rezoning”), as follows:
- Comprehensive Plan Amendment (“CPA”) Case # COMA-15-003473
 - Rezoning, including Concept Development Plan, dated September 30, 2015, (“CDP”), Proffers, dated October 30, 2015, and Code of Development, dated October 30, 2015 (“COD”) Case #REZN-15- 003477
 - Special Exception (Category 20 & 30) Case # SPEX-15-003479
 - Special Exception (Category 23) Case # SPEX-15-003481
 - Preliminary Plat Case # PREP-15-003482

The development planned by Alwington for the Property and described in the Rezoning is referred to hereinafter as the “Project”. The material attributes of the Rezoning are summarized without limitation on Exhibit “A” attached hereto and made a part hereof.

- R-11. In connection with the Project, the County, the Fauquier County Water and Sanitation

Authority (“FCWSA”) and the Town have agreed to modify the previously established provision of sewer and water services to the residents of the County in the Warrenton Service Area, as the same is defined in the Fauquier County Comprehensive Plan, in a certain FAUQUIER COUNTY / TOWN OF WARRENTON / WSA “Tri-Party Agreement” dated June 28, 2001 (the “Tri-Party Agreement”) as amended by Amendment to the Tri-Party Agreement, dated November 1, 2015, which Amendment (attached hereto as Exhibit D) deletes the Property from the WSA exclusive service area and adds the same to the Town Water service area, all as defined therein (as so amended, the “Amended Tri-Party Agreement”).

R-12. The Property is identified in the Amended Tri-Party Agreement as eligible for water service from the Town.

R-13. Alwington has filed the Rezoning application with the County, and has provided copies of the filed materials to the Town.

R-14. The parties desire to enter into this Agreement to effectuate the joint planning and regulation of the Urban Development Area contemplated herein, protect and promote the health, safety and welfare of the citizens of the Town and the citizens of the County within the Warrenton Service Area, and to induce the Town to provide water service to the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree with one another as follows:

1. SERVICE AREA

1.1 Subject to all of the conditions set forth in this Agreement, the Town agrees to

provide water service to the Property up to a maximum number of 229 water service taps, allocated as set forth in Subparagraph 1.4 below.

- 1.2 The Parties hereto agree that the provision of water service by the Town to the Property is conditioned upon: (i) the County designating the Property as an Urban Development Area within its Comprehensive Plan; (ii) the County approving the Rezoning in substantially the same form as submitted (and in conformance with Exhibit "A" hereto) prior to November 30, 2016, and noting that any material change in the Rezoning application shall be subject to further Town approval and, if approved by the Town and deemed necessary, by Amendment to this Agreement; and (iii) the Project, including after being constructed, being at all times in substantial conformance with the Rezoning, as approved. In the event that the conditions precedent set forth in (i) and (ii) are not satisfied, the Town shall have no obligation to provide water service to the Property. In the event that any portion of the Project then built or under construction is not in substantial conformance with the approved Rezoning, or if Alwington shall at any time fail to be in compliance with the terms of this Agreement, then the Town shall be entitled to withhold all future connections to the water system unless and until the Project is brought into substantial conformance with the approved Rezoning and/or Alwington is in compliance herewith. In no event shall the Town be obligated, for any reason, to refund any payments it receives from Alwington pursuant to this Agreement.
- 1.3 The Town's agreement to provide water services to the Property is further conditioned upon Alwington conveying to the Town at Alwington's expense:

(a) a fee simple lot at least 100' X 100' containing the well identified as "Proposed Public Well (for future Town use)" on Sheet 6 of 15 of the CDP along with sufficient access to the well lot for the Town to provide for the maintenance and repair of the well and any appurtenances thereto and satisfying the minimum standards of the Town's facilities manual; (b) rights to withdraw all groundwater appurtenant to the well; and (c) three monitoring sites with existing wells to allow the Town to monitor the aforementioned production well along with access to the monitoring well sites. Each of the above is reflected on the Perpetual Easement for Non-Common Open Space Easement and Perpetual Easement for Common Open Space Easement Plats attached hereto as Exhibit "B" and made a part hereof.

- 1.4 Subject to all of the conditions set forth herein, Alwington shall receive water service for a maximum of two hundred seventeen (217) PRD-zoned lots, for ten (10) lots in the adjoining RA-zoned area, for one (1) R-1 lot, and for one (1) utility lot as shown on the CDP. Notwithstanding the foregoing, any water service tap which has not been purchased and utilized within eleven (11) years of the date of the Rezoning approval shall no longer be available from the Town.
- 1.5 Alwington shall build the Project water infrastructure to Town standards, and shall connect the Project water system to the existing Town water system in at least two places proximate to the Property as designated by the Town, all at Alwington's expense. Alwington shall post the construction bonds required by the Town, and the Town shall have the right to approve the water system plans and specifications and to inspect the installation of the system, all in the same

manner as if the system were in the Town. Alwington shall include in its recorded covenants for the Property a prohibition against any lot owner drilling an on-site well for private use, except for agricultural use on the RA-zoned land.

1.6 Alwington shall pay the Town the current standard water service access fee for non-Town residences of \$10,000 at the time it files for a building permit on each lot.

1.7 In addition to paying the standard out of Town water service access fee and constructing and dedicating the water system infrastructure to Town standards. Alwington shall pay the amount of \$1,145,000 to the Town as an additional fee for water service on the following schedule:

(a) The first \$500,000 will be paid to the Town in a non-refundable lump sum ninety (90) days after approval by the County of the first site plan for the Project, together with the approval by the Town of the water system design.

(b) The second lump sum payment in the amount of \$200,000 shall be made when the 50th residential building permit is filed for with the County.

(c) The third lump sum payment in the amount of \$200,000 shall be made when the 80th residential building permit is filed for with the County.

(d) The balance of \$245,000 shall be paid when the 100th residential building permit is filed for with the County.

2. DESIGN AND CONSTRUCTION OF WATER FACILITIES

2.1 The Parties acknowledge that Section 3 of the Master Agreement shall govern design and construction matters.

2.2 ~~The parties~~ agree that the Town shall have the right to acquire easements, including access easements, for such lines and wells as necessary or appropriate to service the relevant portion of the Property and Alwington shall timely cooperate to grant same, as the Town may request from time to time.

2.3 The parties agree that the County shall not be liable for the cost of the design, construction and maintenance or operation of any water facility to be constructed to serve the Alwington property.

2.4 Alwington agrees that its Code of Development shall contain provisions imposing requirements on any builder that:

(a) EPA “WaterSense” fixtures and low flush toilets shall be utilized;

(b) All homes shall include a form of rain harvesting collection system. For those homeowners choosing a lawn irrigation system, an exterior below ground rain harvesting collection will be required. For all other homeowners an above ground rain barrel or similar type system may be chosen, but shall be placed at the rear of the home and screened from view of a public street. Other types of rain collection systems may be considered on an individual lot basis, subject to review by the homeowners association formed by Alwington for the

Project (the "Alwington Conservancy"). Private on-lot irrigation systems are permitted, but may only be supplied by a rain harvesting collection system, or by a gray water collection system, and may not be connected to the Town's public water system.

(c) No above or in-ground swimming pools shall be permitted on any residential lots.

3. RATES FOR SERVICES

3.1 The Town shall have the right and obligation to establish water service rates, from time to time and at its discretion, as set forth in Section 5 of the Amended Tri-Party Agreement.

4. DOG PARK

4.1 In Exhibit C attached hereto, the Parties have contemplated proffers for the "Dog Park" provided for in the Rezoning.

5. NOTICES.

5.1 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand-delivery or by registered or certified mail, return receipt requested, and first class postage prepaid as follows:

TO TOWN: Mayor, Town of Warrenton
18 Court Street
Warrenton, VA 20186

Copy to: Town Attorney
18 Court Street
Warrenton, VA 20186

TO FAUQUIER: Chairman, Board of Supervisors
Fauquier County
40 Culpeper Street
Warrenton, VA 20186

Copy To: County Attorney
40 Culpeper Street
Warrenton, VA 20186

ALWINGTON: Alwington Farm Developers, LLC
37 Main Street
Suite 203
Warrenton, VA 20186

Copy to: Merle W. Fallon, Esq.
Fallon, Myers & Marshall, LLP
110 Main Street
Warrenton, VA 20186

Notices shall be deemed effective when received.

6. CONDITIONS PRECEDENT AND STATUTORY APPROVALS.

6.1 Conditions precedent to the effectuation of this Agreement:

- a) The Amended Tri-Party Agreement shall be fully executed and shall become effective by its terms; and
- b) This Agreement shall have been adopted by the County's Board of Supervisors; and
- c) This Agreement shall have been adopted by the Town Council of the Town.

d) This Agreement shall have been adopted and executed by Alwington, and Alwington's attorney (licensed in Virginia) shall have provided the other parties hereto with a written legal opinion stating that Alwington's officers or members signing this Agreement have due authority to do so, and that this Agreement, including all of the conditions set forth herein, is a legal, valid and binding obligation of Alwington, fully enforceable against Alwington in accordance with its terms.

6.2 The parties agree that the adoption of this Agreement by the County's Board of Supervisors, and by the Town Council of the Town shall be deemed to be, with respect to the Project, approvals for the provision of services (subject to the conditions set forth herein) as required under the Virginia Code.

6.3 Fauquier hereby approves, subject to the conditions set forth herein, the provision of water service by the Town to the Property under Sections 15.2-2111, 15.2-2112 and 15.2-2143, or any remaining provision of Title 15.2 of the Virginia Code.

7. MISCELLANEOUS PROVISIONS.

7.1 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

7.2 **Recitals and Headings.** The Recitals hereof are an integral part of this Agreement, and contain substantive obligations. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

- 7.3 **Binding Effect.** This Agreement shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns, including each party with an interest in the Property or any part thereof such as any homeowners' association or similar organization.
- 7.4 **Assignment.** This Agreement is assignable by Alwington, provided that it may not do so prior to the later of (i) approval of the Rezoning by the County and (ii) the recordation of this document. Should Alwington sell or assign a majority interest in the Project to another developer or entity (other than collateral assignments to secure financing for the Project, and then only until any action taken by the financier in respect of the collateral, whereupon it shall be deemed to be an assignee), then (a) the assignee or purchaser shall take its interest(s) subject to the obligations of Alwington as set forth in this Agreement; and (b) it shall notify the Town and the County of its contact information in accordance with Subparagraph 5.1 above. Such notification shall occur within ten (10) days of the effective date of the assignment or purchase. Each such assignee or purchaser shall acknowledge to the Town and the County in a signed writing that it is specifically bound by this Agreement, and no such assignment shall be effective until receipt by the Town and the County of this written acknowledgment contemplated herein.
- 7.5 **Entire Agreement.** This Agreement contains the full and final agreement among the parties hereto with respect to the provision of water service to the Project. In the event of any conflict between this Agreement and the

Amended Tri-Party Agreement, this Agreement shall control.

- 7.6 Modification and Waiver. No change or modification of this Agreement shall be valid unless the same is in writing and properly executed by each of the parties hereto pursuant to due authority. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is properly executed with due authority by the party against whom it is sought to be enforced.
- 7.6 This Agreement may be recorded in the land records of the Circuit Court of Fauquier County by any party hereto.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth above.

**TOWN OF WARRENTON, a Virginia
Municipal Corporation**

ATTEST:

Evelyn J. Weimer

By *Brandon Godfrey* (SEAL)
Brandon Godfrey Town Manager

APPROVED AS TO FORM:

[Signature]
Town Attorney

Commonwealth of VIRGINIA
County of Fauquier _____

To Wit:

18th The foregoing instrument was acknowledged before me in the above jurisdiction this day of November, 2015, by Brandon Godfrey as Town Manager for the Town of Warrenton.

Evelyn J. Weimer
, Notary Public

My Commission Expires: _____

EVELYN J. WEIMER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #1371739-2-18
My Commission Expires 7-2-18

FAUQUIER COUNTY, a political
Subdivision of the Commonwealth of
Virginia

ATTEST:

N/A
Secretary

By [Signature] (SEAL)
Its County Administrator

APPROVED AS TO FORM:

[Signature]
County Attorney

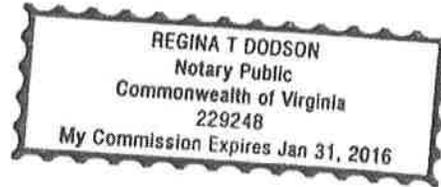
Commonwealth of VIRGINIA
County of Fauquier _____

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this
20th day of November, 2015, by Paul S. McCole as County Administrator for the County of
Fauquier.

[Signature]
, Notary Public

My Commission Expires: Jan 31, 2016



ATTEST:

ALWINGTON FARM DEVELOPERS, LLC

Secretary N/A

By Russell Marks (SEAL)
Its: Managing member

Commonwealth of ~~VIRGINIA~~
County of Fauquier _____

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 12 day of November, 2015, Russell Marks as Managing member on behalf of Alwington Farm Developers, LLC. RUSSELL MARKS

Susan Young-Cusimano
SUSAN YOUNG-CUSIMANO, Notary Public

My Commission Expires: 12-31-2015

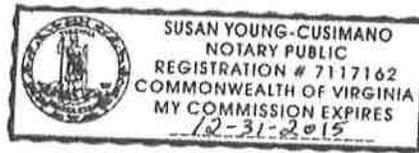


EXHIBIT A

SUMMARY OF MATERIAL ATTRIBUTES OF REZONING

1. Change the zoning on approximately 206.43 acres of the Property from R-1 to PRD and increase the RA zoned area to 224.52 acres (from 196.6 acres) to RA zoning.
2. Reduce the area of the Service District on the Property from 243.08 acres to 215.22 acres by moving the Service District limits to the location shown on the CDP.
3. On the portion of the Property rezoned from R-1 to PRD, Alwington Farm Developer ("AFD") has submitted a Concept Development Plan (CDP) application (as defined in 12-800 of the Fauquier County Zoning Ordinance) to Fauquier County for 217 single family homes. The homes to be built on the 217 lots shown on the CDP will be age-restricted to owners over the age of 55.
4. In addition to all other submittals required to accompany the Rezoning application, AFD's Rezoning application shall include a written Code of Development substantially in the form of the proposed Code of Development, dated October 30, 2015, and submitted with the Rezoning materials.
5. The portion of the Property that is zoned RA will be developed with 9 residential lots, which will not be age restricted, that will total a maximum of 15% of the acreage zoned RA. These will vary in acreage from 1.97 to 3.57 acres for each lot. In addition, there will be one additional lot that will contain a minimum of 85% of the acreage in the portion of the Property zoned RA.
6. AFD has requested the Town of Warrenton to serve the Property with public water service for 229 taps and this Exhibit is attached to said Joint Planning and Water Service Agreement granting said service.
7. Sewer service will be provided to the 217 homes in the PRD by a mass drain field to be developed on the eastern portion of the Property, as shown on Sheet SE-1 of 3 of the CDP. The lots in the RA will be served by septic with on-lot drain fields. The existing R-1 lot shall be served by its drainfield with the alternate ability to be hooked up to the mass drain field.
8. AFD has requested special exceptions to accompany its CDP application for (i) Flood Plain crossings; (ii) waiver of public sewer; and (iii) mass drain field.
9. AFD will provide curb and sidewalk in the area of the PRD lots, as shown in the locations depicted on the CDP application with the main entry road connection to Route 29 Business/Shirley Highway being ditch section. The RA lots will not have curb and gutter.
10. The PRD and RA portions of the Property, except for a 4.67 acre portion currently zoned C-2 (Commercial) will be subject to proffers, which have been submitted with the CDP application, as required.
11. AFD has proffered to prepare the plans and construct a dog park on Town owned property up to a value of \$30,000.00 and further to provide \$5,000.00 per year to the Town for five (5) years for maintenance of said dog park. (See paragraph 4.1 of the Joint Planning and Water Service Agreement.)

12. A walking trail system, open to the public, shown on Sheets 6 of 15 and 15 of 15 of the CDP, including a connection from the Property to the existing Greenway Trail.
13. A sizeable portion of the Property, as reflected on the attached Exhibit B Plats, will be placed in permanent conservation easement with Fauquier County substantially in the location as provided on sheet 15 of the CDP. The easement shall restrict development to one main house and one tenant house, up to three monitoring wells, the County-wide-trail and such other uses as allowed by the County in the rezoning process.
14. The Code of Development specifies certain natural areas, trees and vegetation that will be protected. The covenants contained in the homeowner's association documents will also specify forested areas to be protected.
15. A roadway will be constructed to connect Alwington Boulevard to the Property serving as one of two public street entrances to the Property.
16. A roundabout will be constructed in Route 29 Business/Shirley Highway (subject to VDOT approval) to serve as the main entrance to the Property.
17. The hillside, referred to as the berm, naturally existing today on the Property generally parallel to Route 29 Business/Shirley Highway will remain substantially as-is (although the entrance road will serpentine through it as shown on the CDP).
18. No public roads will connect from the Property to Lovers Lane or Leeton Court.
19. An easement will be granted to the neighboring homeowners' association for ingress and egress to inspect and maintain the dam which lies between the Property and Leeton Lake Drive adjacent to the Property.

THOMAS V. MCCABE & SUE S. MCCABE, TRUSTEES
 6045-17-000
 P.O. BOX 1537
 WOODLAND, VA 24098

LORETTA CLARK
 5883-20-581
 P.O. BOX 225
 WOODLAND, VA 24098

THOMAS KEITH BAKER & WANDA H. BAKER
 8022-08-440
 P.O. BOX 1537
 WOODLAND, VA 24098

LETON HOOPER'S ASSOCIATION
 5883-20-581
 P.O. BOX 225
 WOODLAND, VA 24098

MARSHALL D. DWYER & NANCY R. DWYER
 5883-20-581
 P.O. BOX 225
 WOODLAND, VA 24098

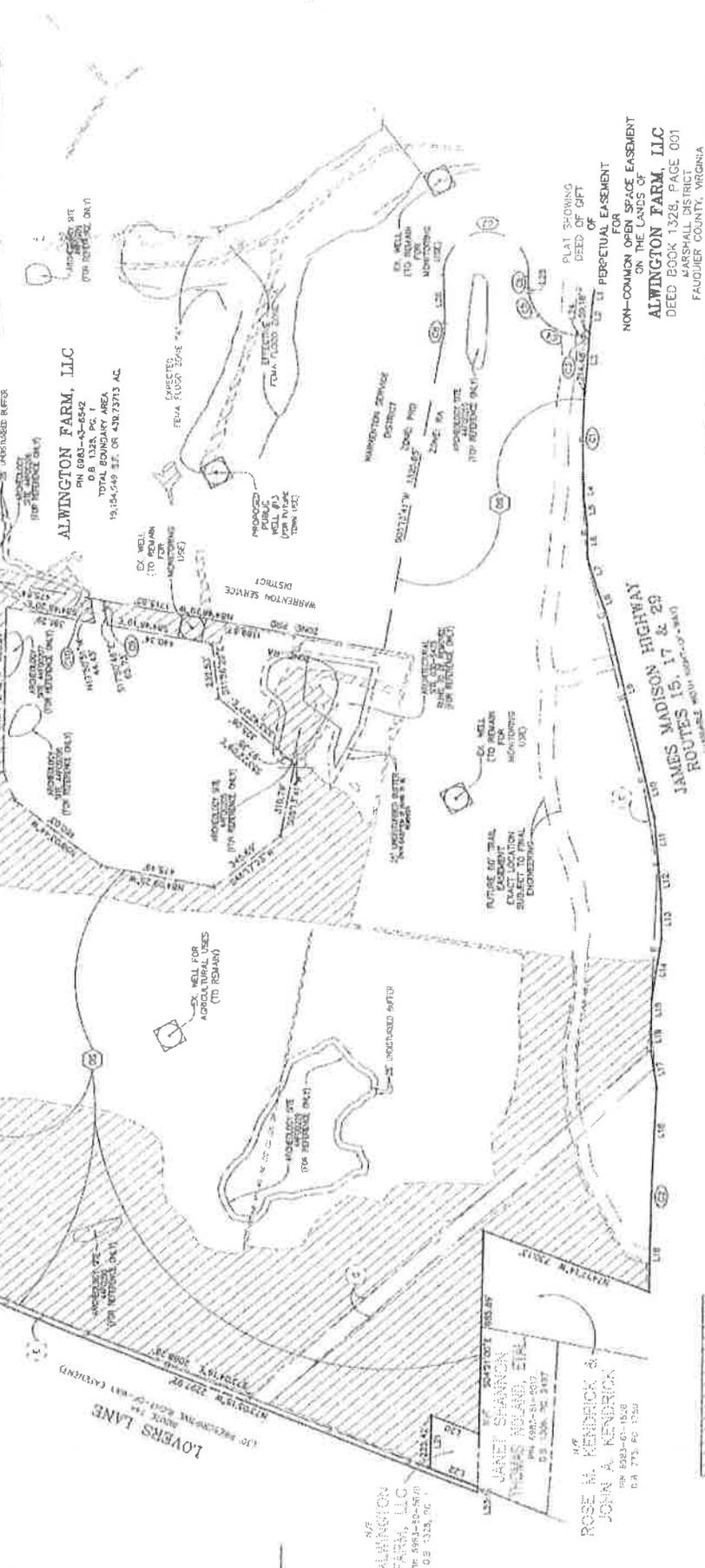
GEORGE C. TOLIS, TRUSTEE
 5883-20-581
 P.O. BOX 225
 WOODLAND, VA 24098

CHRISTOPHER CHERRY & MARCIA CHERRY
 6931-21-193
 P.O. BOX 678
 WOODLAND, VA 24098

EARL E. LILLARD & LESLIE MARYN LILLARD
 6931-21-193
 P.O. BOX 678
 WOODLAND, VA 24098

ALWINGTON FARM, LLC
 6931-21-193
 P.O. BOX 678
 WOODLAND, VA 24098

ROSE M. KENRICK & JOHN A. KENRICK
 5883-20-581
 P.O. BOX 225
 WOODLAND, VA 24098



SCALE: 1" = 300'

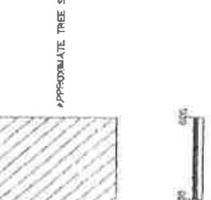
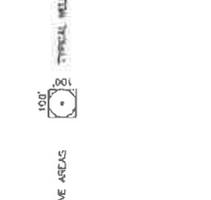
DATE: SEPTEMBER 30, 2015

Bowman CONSULTING

Bowman Consulting Group, LLC
 400 Hayes Circle
 Fredericksburg, Virginia 22409
 Phone: 800-378-2878
 Fax: 800-378-2878
 www.bowmanconsulting.com

DWG. NO. 15226 - Alwington Farm/1328-01-001 (2015) (Sheet 1 of 2) (15-215) (DWG) (05)

PROJECT NO. 2015-09-001 TASK: SET COUNTY REF. MAP SHEET 1 OF 2

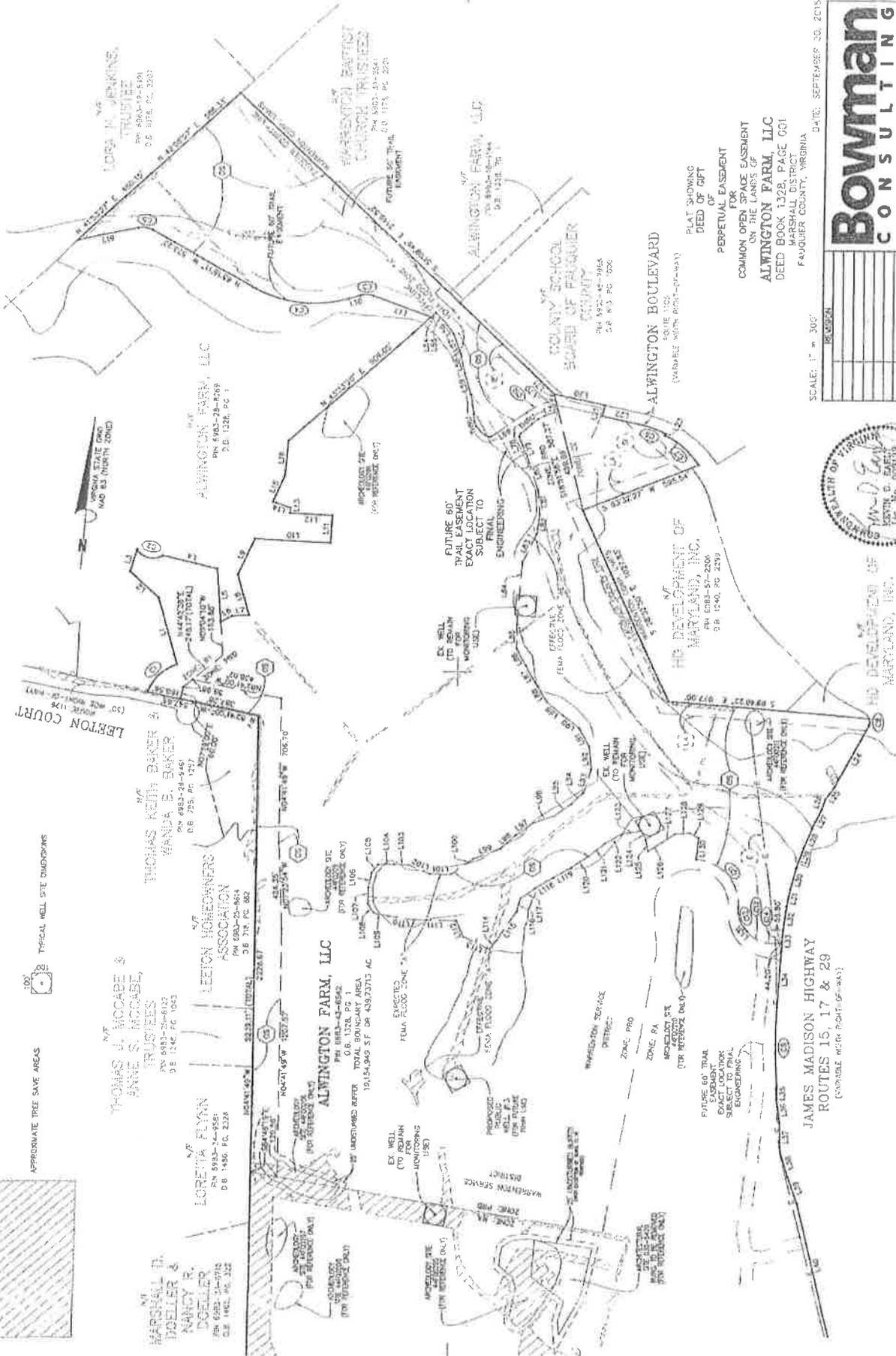


CURVE TABLE

STATION	CHORD BEARING	CHORD	DATA	MARKING
100+00	N 37°24'30" E	186.52	514.00	100+00
100+10	N 37°24'30" E	186.52	514.00	100+10
100+20	N 37°24'30" E	186.52	514.00	100+20
100+30	N 37°24'30" E	186.52	514.00	100+30
100+40	N 37°24'30" E	186.52	514.00	100+40
100+50	N 37°24'30" E	186.52	514.00	100+50
100+60	N 37°24'30" E	186.52	514.00	100+60
100+70	N 37°24'30" E	186.52	514.00	100+70
100+80	N 37°24'30" E	186.52	514.00	100+80
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101+50	N 37°24'30" E	186.52	514.00	101+50
101+60	N 37°24'30" E	186.52	514.00	101+60
101+70	N 37°24'30" E	186.52	514.00	101+70
101+80	N 37°24'30" E	186.52	514.00	101+80
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102+00	N 37°24'30" E	186.52	514.00	102+00
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103+00	N 37°24'30" E	186.52	514.00	103+00
103+10	N 37°24'30" E	186.52	514.00	103+10
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106+20	N 37°24'30" E	186.52	514.00	106+20
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110+70	N 37°24'30" E	186.52	514.00	110+70
110+80	N 37°24'30" E	186.52	514.00	110+80
110+90	N 37°24'30" E	186.52	514.00	110+90

LINE TABLE

LINE	BEARING	LENGTH	DISTANCE
L1	N 27°24'30" E	186.52	186.52
L2	N 37°24'30" E	186.52	373.04
L3	N 47°24'30" E	186.52	559.56
L4	N 57°24'30" E	186.52	746.08
L5	N 67°24'30" E	186.52	932.60
L6	N 77°24'30" E	186.52	1119.12
L7	N 87°24'30" E	186.52	1305.64
L8	N 97°24'30" E	186.52	1492.16
L9	S 07°24'30" E	186.52	1678.68
L10	S 17°24'30" E	186.52	1865.20
L11	S 27°24'30" E	186.52	2051.72
L12	S 37°24'30" E	186.52	2238.24
L13	S 47°24'30" E	186.52	2424.76
L14	S 57°24'30" E	186.52	2611.28
L15	S 67°24'30" E	186.52	2797.80
L16	S 77°24'30" E	186.52	2984.32
L17	S 87°24'30" E	186.52	3170.84
L18	S 97°24'30" E	186.52	3357.36
L19	S 07°24'30" W	186.52	3543.88
L20	S 17°24'30" W	186.52	3730.40
L21	S 27°24'30" W	186.52	3916.92
L22	S 37°24'30" W	186.52	4103.44
L23	S 47°24'30" W	186.52	4289.96
L24	S 57°24'30" W	186.52	4476.48
L25	S 67°24'30" W	186.52	4663.00
L26	S 77°24'30" W	186.52	4849.52
L27	S 87°24'30" W	186.52	5036.04
L28	S 97°24'30" W	186.52	5222.56
L29	S 07°24'30" E	186.52	5409.08
L30	S 17°24'30" E	186.52	5595.60
L31	S 27°24'30" E	186.52	5782.12
L32	S 37°24'30" E	186.52	5968.64
L33	S 47°24'30" E	186.52	6155.16
L34	S 57°24'30" E	186.52	6341.68
L35	S 67°24'30" E	186.52	6528.20
L36	S 77°24'30" E	186.52	6714.72
L37	S 87°24'30" E	186.52	6901.24
L38	S 97°24'30" E	186.52	7087.76
L39	S 07°24'30" W	186.52	7274.28
L40	S 17°24'30" W	186.52	7460.80
L41	S 27°24'30" W	186.52	7647.32
L42	S 37°24'30" W	186.52	7833.84
L43	S 47°24'30" W	186.52	8020.36
L44	S 57°24'30" W	186.52	8206.88
L45	S 67°24'30" W	186.52	8393.40
L46	S 77°24'30" W	186.52	8579.92
L47	S 87°24'30" W	186.52	8766.44
L48	S 97°24'30" W	186.52	8952.96
L49	S 07°24'30" E	186.52	9139.48
L50	S 17°24'30" E	186.52	9326.00
L51	S 27°24'30" E	186.52	9512.52
L52	S 37°24'30" E	186.52	9699.04
L53	S 47°24'30" E	186.52	9885.56
L54	S 57°24'30" E	186.52	10072.08
L55	S 67°24'30" E	186.52	10258.60
L56	S 77°24'30" E	186.52	10445.12
L57	S 87°24'30" E	186.52	10631.64
L58	S 97°24'30" E	186.52	10818.16
L59	S 07°24'30" W	186.52	11004.68
L60	S 17°24'30" W	186.52	11191.20
L61	S 27°24'30" W	186.52	11377.72
L62	S 37°24'30" W	186.52	11564.24
L63	S 47°24'30" W	186.52	11750.76
L64	S 57°24'30" W	186.52	11937.28
L65	S 67°24'30" W	186.52	12123.80
L66	S 77°24'30" W	186.52	12310.32
L67	S 87°24'30" W	186.52	12496.84
L68	S 97°24'30" W	186.52	12683.36
L69	S 07°24'30" E	186.52	12869.88
L70	S 17°24'30" E	186.52	13056.40
L71	S 27°24'30" E	186.52	13242.92
L72	S 37°24'30" E	186.52	13429.44
L73	S 47°24'30" E	186.52	13615.96
L74	S 57°24'30" E	186.52	13802.48
L75	S 67°24'30" E	186.52	13988.00
L76	S 77°24'30" E	186.52	14174.52
L77	S 87°24'30" E	186.52	14361.04
L78	S 97°24'30" E	186.52	14547.56
L79	S 07°24'30" W	186.52	14734.08
L80	S 17°24'30" W	186.52	14920.60
L81	S 27°24'30" W	186.52	15107.12
L82	S 37°24'30" W	186.52	15293.64
L83	S 47°24'30" W	186.52	15480.16
L84	S 57°24'30" W	186.52	15666.68
L85	S 67°24'30" W	186.52	15853.20
L86	S 77°24'30" W	186.52	16039.72
L87	S 87°24'30" W	186.52	16226.24
L88	S 97°24'30" W	186.52	16412.76
L89	S 07°24'30" E	186.52	16599.28
L90	S 17°24'30" E	186.52	16785.80
L91	S 27°24'30" E	186.52	16972.32
L92	S 37°24'30" E	186.52	17158.84
L93	S 47°24'30" E	186.52	17345.36
L94	S 57°24'30" E	186.52	17531.88
L95	S 67°24'30" E	186.52	17718.40
L96	S 77°24'30" E	186.52	17904.92
L97	S 87°24'30" E	186.52	1



APPROXIMATE TREE SAVE AREAS

TYPICAL WELL SITE DIMENSIONS

N/T
THOMAS J. MCCABE &
JANNE S. MCCABE,
TRUSTEES
PIN 6983-24-6122
D.B. 1246, PG. 1063

N/T
LORETTA FLYNN
PIN 6983-24-6581
D.B. 1486, PG. 232

N/T
LEETON HOEHNERS
ASSOCIATION
PIN 6983-24-6674
D.B. 718, PG. 882

N/T
THOMAS KEVIN BAKER &
WANDA E. BAKER
PIN 6983-24-946
D.B. 795, PG. 177

N/T
ALWINGTON FARM, LLC
TOTAL BOUNDARY AREA
19,154,849 SF OR 439.73715 AC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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PIN 6983-24-6122
D.B. 1328, PG. 1

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PIN 6983-24-6122
D.B. 1328, PG. 1

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PIN 6983-24-6122
D.B. 1328, PG. 1

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PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

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ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

PLAT SHOWING
DEED OF GIFT
OF
PERPETUAL EASEMENT
ON THE LANDS OF
ALWINGTON FARM, LLC
DEED BOOK 1328, PAGE 061
FAUQUIER COUNTY, VIRGINIA
DATE: SEPTEMBER 30, 2015

COMMON OPEN SPACE EASEMENT
ON THE LANDS OF
ALWINGTON FARM, LLC
DEED BOOK 1328, PAGE 061
FAUQUIER COUNTY, VIRGINIA
DATE: SEPTEMBER 30, 2015

SCALE: 1" = 300'
DATE: SEPTEMBER 30, 2015



N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

N/T
ALWINGTON FARM, LLC
PIN 6983-24-6122
D.B. 1328, PG. 1

BOWMAN CONSULTING

Bowman Consulting Group, LLC
600 Main Street
Providence, Rhode Island 02908
www.bowmanconsulting.com

REG. PROJECT NO. 2588-04-05 | TASK: SZ | COUNTY REF. NO. | SHEET 7 OF 2

EXHIBIT C

COLLATERAL AGREEMENT REGARDING THE DOG PARK

This Collateral Agreement Regarding the Dog Park (the "Agreement") is made and entered into as of the 1st day of November, 2015 by and between THE TOWN OF WARRENTON, a Virginia municipal corporation, hereinafter referred to as "the Town"; and ALWINGTON FARM DEVELOPERS, LLC, a Virginia Limited Liability Company, contract buyer of certain "Property" as more fully defined herein, hereinafter referred to as "Alwington".

RECITALS

- R-1. Alwington is the contract purchaser of certain real property more particularly described in that certain Joint Planning and Water Service Agreement of even date herewith ("Joint Agreement") and the Rezoning Application (herein so called) which has been filed with the County of Fauquier. The Property is located along the southern boundary of the Town. Alwington is seeking water service from the Town of Warrenton as part of such Application.
- R-2. The Town of Warrenton is a Municipal Corporation that owns and operates water distribution and sewage treatment systems located both within and without its corporate limits pursuant to Section 15.2-2109 of the Virginia Code.
- R-3. Alwington has filed the Rezoning Application with the County, and has provided copies of the filed materials to the Town.
- R-4. The parties desire to enter into this Agreement as part of the Joint Agreement, to effectuate the joint planning of the Urban Development Area contemplated in the Joint Planning and Water Service Agreement to protect and promote the health, safety and

welfare of the citizens of the Town and the citizens of the County within the Warrenton Service Area, and to induce the Town to provide water service to the Property.

- R-5. As an additional inducement to provide water service to the Property, Alwington has agreed to ~~provide~~ work and/or funding to the Town to create a "Dog Park" on Town owned land, and in any case to fund its initial operation, all as set forth more particularly below:

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree with one another as follows:

1. Attached hereto are plans for a dog park (containing such elements as set forth therein, a "Dog Park") to be constructed by Alwington on Town owned land, conditioned upon the approval by the Town and the County of the Joint Agreement.
2. On the date hereof, the Town has indicated its present determination to build the Dog Park at Rady Park. Prior to November 10, 2015, the Town shall either (a) confirm the Rady Park location to Alwington, or (b) indicate an alternative location.
3. Should the Town timely confirm the Rady Park site, Alwington agrees to construct the Dog Park there within eight (8) months of the execution and approval by the Town and the County of the Joint Agreement, provided that the Town shall have approved the attached plan for construction prior to November 10, 2015.
4. Should the Town elect a site other than Rady Park for the construction of the dog park, then Alwington's obligation shall be:

- (i) to build the Dog Park in the alternative location within eight (8) months of the Town identifying such alternative location, so long as the cost to construct the Dog Park does not exceed \$30,000.00; or
 - (ii) ~~if Alwington~~ determines prior to December 31, 2015 that the cost to construct the Dog Park in the alternative location would exceed \$30,000.00, then Alwington may instead pay \$45,000.00 in cash to the Town on or before June 1, 2016, in lieu of building the actual park.
- 5. Additionally, beginning June 30, 2016, and on each of the four (4) next occurring annual anniversary dates, running for four (4) additional years through June 30, 2020, Alwington shall pay to the Town the amount of \$5,000.00 per annum for the maintenance and upkeep of the park. This payment obligation is independent of whether the Dog Park is built by Alwington or not, and whether it is built at Rady Park or elsewhere.
- 6. This Agreement and the undertaking to build and/or fund the Dog Park shall be deemed a Proffer pursuant to the Rezoning Application referenced in the Joint Agreement.
- 7. This Collateral Agreement is intended to effectuate Paragraph 4.1 of the Joint Planning and Water Service Agreement and is deemed a part of and collateral to said Agreement. The enforceability of this Agreement is as set forth in the Joint Agreement. In case of conflict between the two agreements, the Joint Agreement shall prevail.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth above.

TOWN OF WARRENTON, a Virginia
Municipal Corporation

ATTEST:

Evelyn J. Weimer

By Brannon Godfrey (SEAL)
Brannon Godfrey, Town Manager

APPROVED AS TO FORM:

Whitson Robinson
Whitson Robinson, Town Attorney

Commonwealth of VIRGINIA
County of Fauquier

To Wit:

18th The foregoing instrument was acknowledged before me in the above jurisdiction this day of November, 2015, by Brannon Godfrey as Town Manager for the Town of Warrenton.

Evelyn J. Weimer
, Notary Public

My Commission Expires:

EVELYN J. WEIMER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #137173
My Commission Expires 9-30-18

ATTEST:

ALWINGTON FARM DEVELOPERS, LLC

Secretary N/A

By Russell Marks (SEAL)

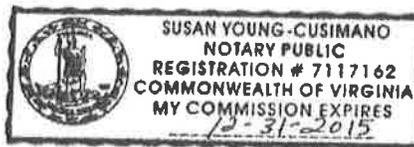
Its: Managing Member

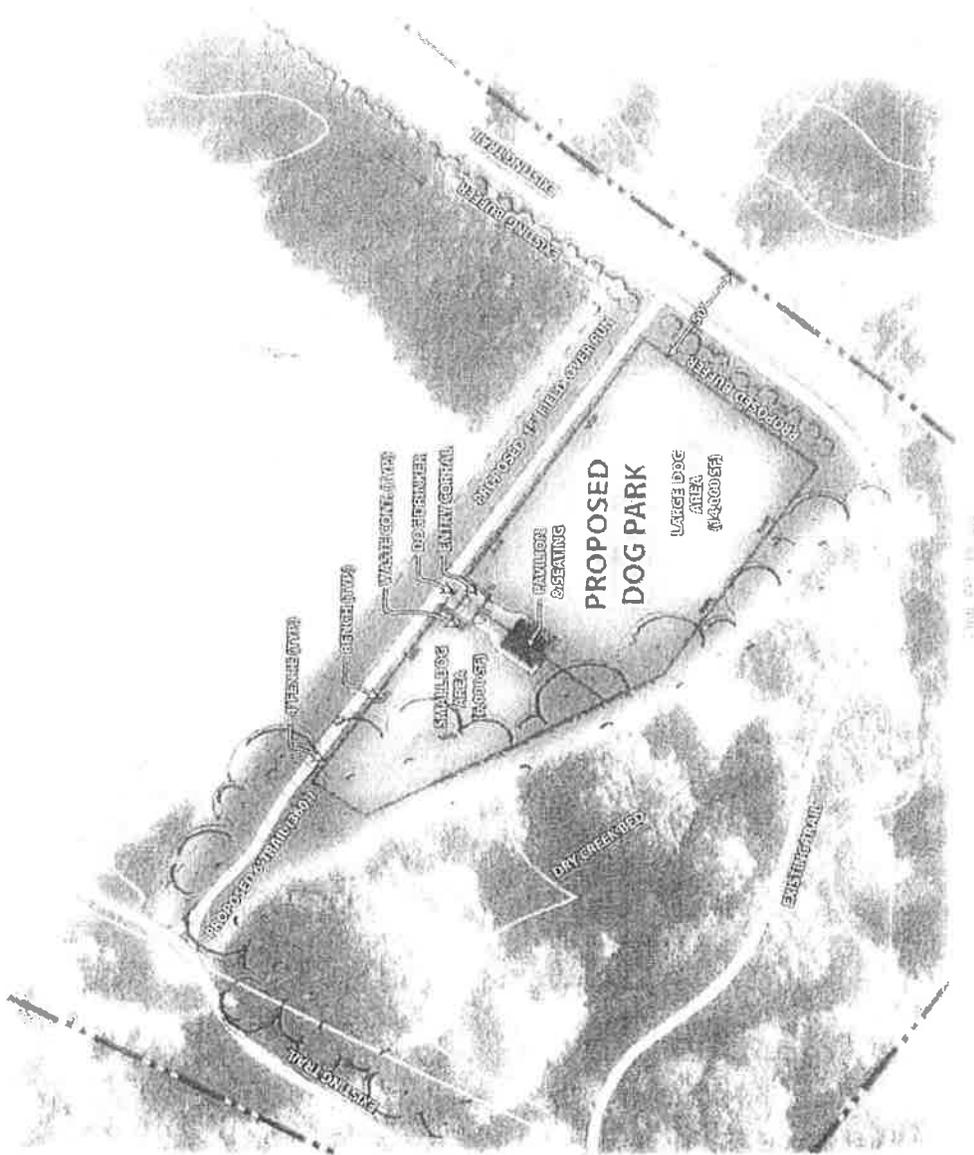
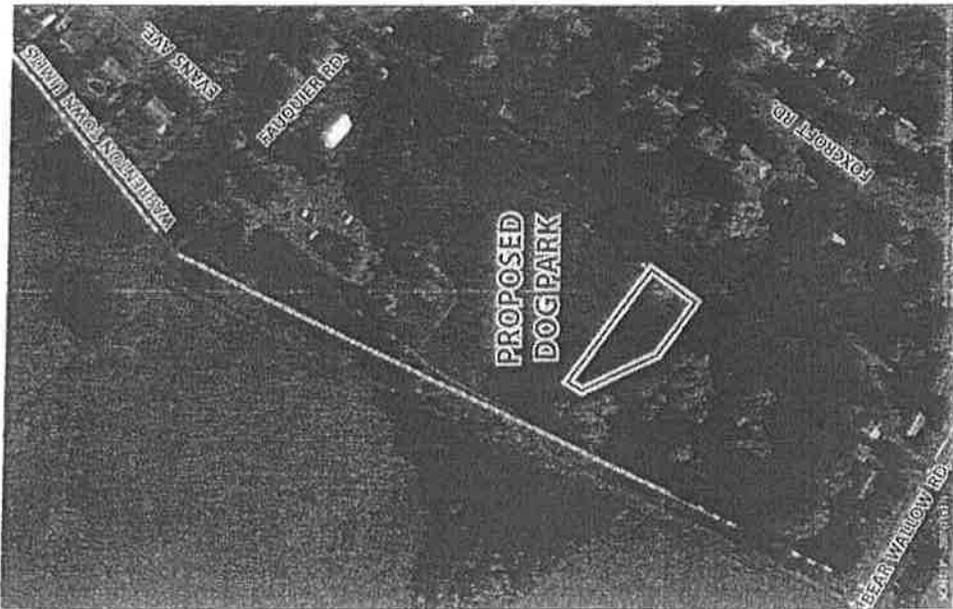
Commonwealth of VIRGINIA
County of Fauquier

To Wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 12 day of November, 2015, Russell Marks as managing member on behalf of Alwington Farm Developers, LLC.

Susan Young - Cusimano
SUSAN YOUNG - CUSIMANO, Notary Public
My Commission Expires: 12-31-2015





PADY PARK

Conceptual Dog Park Plan

Bowman

EXHIBIT D

AMENDMENT TO FAUQUIER COUNTY / TOWN OF WARRENTON / WSA MASTER SEWER & WATER AGREEMENT

This Amendment is made and entered into this 1st day of November, 2015, by and between THE TOWN OF WARRENTON, a municipal corporation, hereinafter referred to as “the Town”; and the FAUQUIER COUNTY WATER & SANITATION AUTHORITY, a political Subdivision of the Commonwealth, hereinafter referred to as “WSA”; and the COUNTY OF FAUQUIER, VIRGINIA, a political subdivision of the Commonwealth, hereinafter referred to as “Fauquier”.

RECITALS

R-1. The Town, the WSA and Fauquier desire to amend the above referenced Master Water and Sewer Agreement solely by substituting a new water service area map dated October 2015 for the previous water service area map dated 4/24/01.

WHEREFORE

The Parties agree that Exhibit A referenced in paragraph 1.4 of the above Agreement is hereby amended by substituting the October 2015 map for the previous 4/24/01 map. All other parts of the agreement shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of
the Day and year set forth above.

ATTEST:

Lucie P. Callerton
Secretary
*Dep. Clerk to the Board
of Supervisors*

FAUQUIER COUNTY, a political
Subdivision of the Commonwealth of Virginia

By: *Charles W. Stallings* (SEAL)
Its Chairman

APPROVED AS TO FORM:

Kevin Burke
Kevin Burke
County Attorney

ATTEST:


Secretary

TOWN OF WARRENTON, a Virginia Municipal
corporation

By:  (SEAL)
BRANNON GODFREY, Town Manager

APPROVED AS TO FORM:


Whitson Robinson
Town Attorney

ATTEST:

Secretary

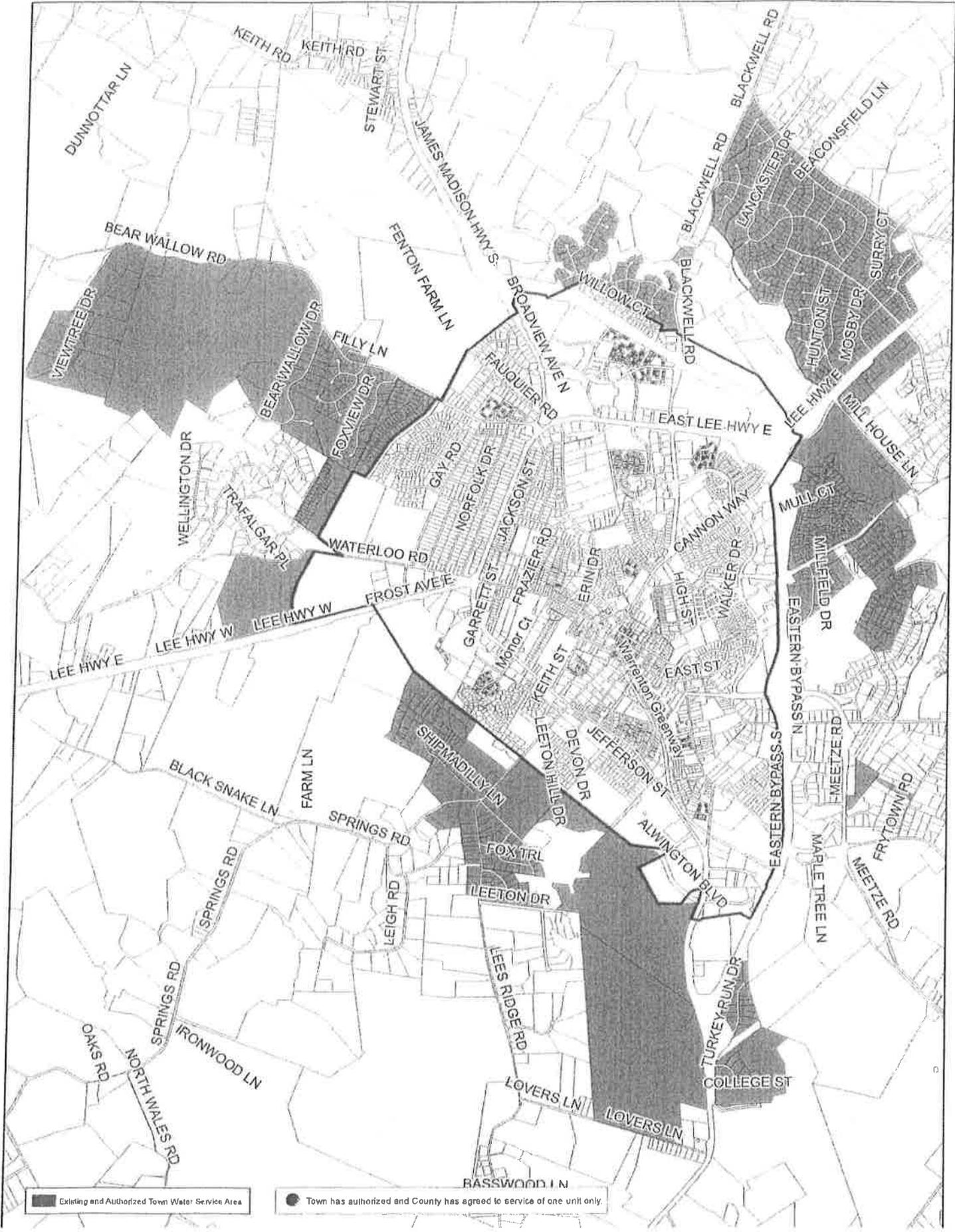
FAUQUIER COUNTY WATER & SANITATION, a
political subdivision of the Commonwealth of Virginia

By:

(SEAL)

Its Chairman

Town Water Service Area Amended October 2015



Existing and Authorized Town Water Service Area

Town has authorized and County has agreed to service of one unit only

FALLON, MYERS & MARSHALL, LLP
ATTORNEYS AT LAW

110 MAIN STREET • WARRENTON, VIRGINIA 20186
TELEPHONE: (540) 349-4633 • FACSIMILE: (540) 349-4163 • E-MAIL: staff@fmmatty.com

MERLE W. FALLON
VAUGHAN R. MYERS
NIKKI L. MARSHALL
JENNIFER R. MOORE

September 30, 2015

Kevin Burke, Esquire
County Attorney
Fauquier County
10 Hotel Street, Suite 206
Warrenton, Virginia 20186

Whit Robinson, Esquire
Attorney Town of Warrenton
18 Court Street
Warrenton, Virginia 20186

RE: Alwington Farm Developers, LLC

Gentlemen:

The undersigned has acted as counsel to Alwington Farm Developers, LLC in negotiating with Fauquier County and the Town of Warrenton for the provision of water service to certain property located on the southern boundary of the Town of Warrenton. In this regard, I have been asked to render an opinion as to (i) the legal ability of Alwington Farm Developers to execute documents and enter into agreements for water service with Fauquier County and the Town of Warrenton, and (ii) the enforceability of such documents.

To accomplish this objective, on September 30, 2015, I checked the status of Alwington Farm Developers, LLC with the Virginia State Corporation Commission. Alwington Farm Developers, LLC was formed effective January 2, 2010 and is in good standing as of September 30, 2015. I have ordered a Certificate of Good Standing from the State Corporation Commission in this regard.

I have also reviewed the "Restated and Amended Operating Agreement of Alwington Farm Developers, LLC" effective June 1, 2010 (amending the original Operating Agreement dated January 22, 2010). Section 6.02 of the Operating Agreement appoints Russel Marks as a managing member with the capacity to bind and commit the LLC.

I have additionally reviewed a Purchase Agreement dated February 2, 2010 between Alwington Farm, LLC, the Seller, and Alwington Farm Developers, LLC, the Buyer, along with various amendments to the contract; the latest such amendment being dated September 25, 2015.

In connection with the opinions, I set forth hereafter my scope of review has been limited to the documents themselves. Additionally, I have reviewed the law of the Commonwealth of Virginia and the other documents referenced above in forming my opinion. I have exercised my professional judgment in rendering such opinions. Based upon my review of the documents and the underlying law, I have formed the following opinions.

1. Alwington Farm Developers, LLC is a legal Limited Liability Company, organized and operating under the laws of the Commonwealth of Virginia. It is in good standing.
2. Russell Marks is a managing member of said LLC with the full power to commit and bind the LLC to contracts and other agreements.
3. Alwington Farm Developers, LLC has a valid and binding contract to purchase Alwington Farm, LLC property on the southern boundary of the Town, containing approximately 439.73 acres with a Parcel Identification Number of 6953-43-6542.
4. I am of the legal opinion that the contract is valid and enforceable and that Alwington Farm Developers, LLC has the power and capacity pursuant to the contract to bind the property to those certain commitments set forth in the Joint Planning and Water Service agreement and associated documents and including the rezoning and replanning of a portion of the property.

I am admitted to practice only in the Commonwealth of Virginia and I express no opinion as to matters under or involving the laws of any jurisdiction other than the United States of America and the Commonwealth of Virginia and its political subdivisions. This opinion is rendered solely to the Town of Warrenton and to Fauquier County in connection with the enforceability of the Joint Planning and Water Service Agreement and the Collateral Agreement Regarding the Dog Park attached thereto, and may not be relied upon by any other party or for any other purposes other than the purposes herein stated without prior written consent.

Sincerely,
FALLON, MYERS & MARSHALL, LLP



Merle W. Fallon, Esquire

MWF/syc



Potential Dog Park Locations

Recreation Committee

March 14, 2016



Sites Considered

- Academy Hill Park
 - Depot Park
 - End of 5th Street Lot
 - Eva Walker Park
 - Home Depot Site
 - Research Facility Site
 - Rady Park
 - Sam Tarr Park
 - WARF
- All publicly owned or controlled
 - Each site evaluated on size, available water, parking, proximity to homes, site costs, available shade
 - Slides: GIS satellite view, pros & cons, directional views



Academy Hill Park





Academy Hill Park Pros & Cons

Water Cost \$1,905
Parking 34 regular, 2 accessible spaces

Pros

- Shade
- Walkable
- Park is currently used by residents to walk dogs
- Location currently served by Parks and Rec staff

Cons

- Dog park would be in the outfield of an active softball field
- Inadequate parking
- Space not large enough to sufficiently serve both softball and dog park
- Close to homes (171')



Depot Park



Depot Park

Property Characteristics

Parcel Characteristics

Parcel ID: 6984-42-1657-000
Owner Name: WARRENTON TOWN OF
Mailing Address: PO DRAWER 341 WARRENTON VA 201
Site Address: 79 S FOURTH ST
Decded Acreage: 1.0455





Depot Park Pros & Cons

Water Cost \$1,175

Parking 7 regular, 1 accessible space

Pros

- Walkable
- Near Greenway, which is currently used by many dog walkers

Cons

- Size not sufficient for large and small dog areas
- Restaurant next to property
- Grading required
- Drainage/storm water issue
- Inadequate parking
- Close to residents (32')
- Small amount of shade
- Dog park would interfere with events such as Great Pumpkin Ride
- Location not currently served by Parks and Rec staff, but likely will be in the future





End of 5th Street Lot





End of 5th Street Lot Pros & Cons

Water Cost \$3,900

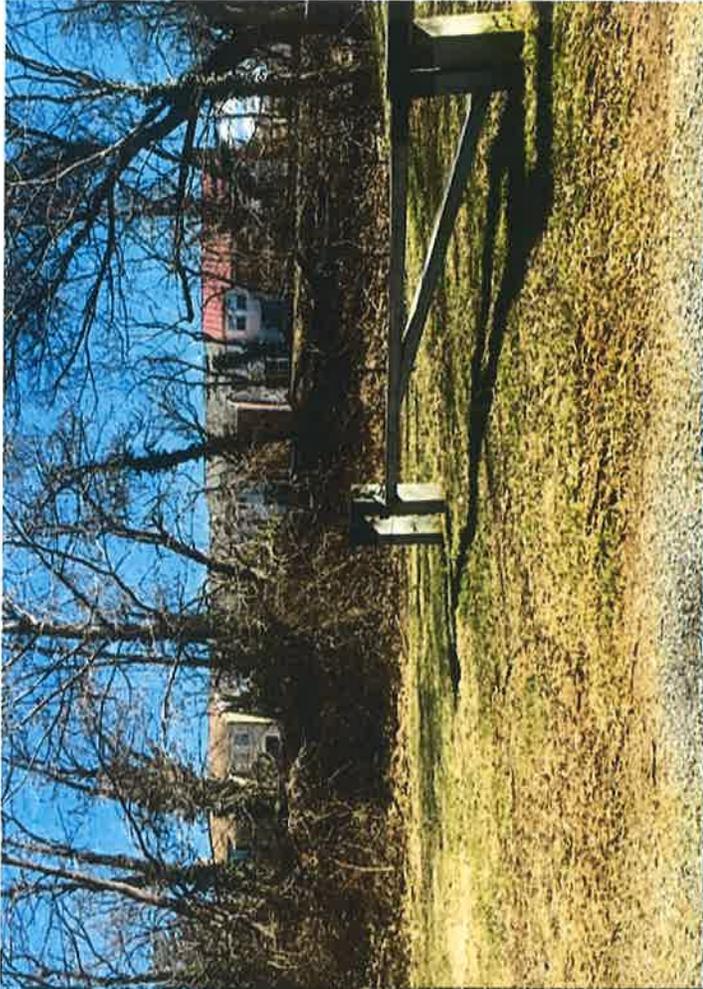
Parking 73 spaces

Pros

- Shade available
- Walkable by some residents
- Near Greenway, which is currently used by many dog walkers
- Location will be serviced by County Parks and Rec staff
- Potential sponsor is available

Cons

- Size of parcel does not allow for large and small dog areas
- Grading required
- Drainage needs to be addressed
- Not currently served by Town maintenance staff
- Greenway emergency access needs to be maintained
- Close to homes (128')
- Opportunity cost of economic development



Eva Walker Park



Eva Walker Park

Property Characteristics

Parcel Characteristics

Parcel ID: 6984-44-6336-000
Owner Name: WARRENTON TOWN OF
Mailing Address: PO DRAWER 341 WARRENTON VA 201
Site Address: 123 ALEXANDRIAPIKE
Deeded Acreage: 5.702

11



Eva Walker Park Pros & Cons

Water Cost \$1,350

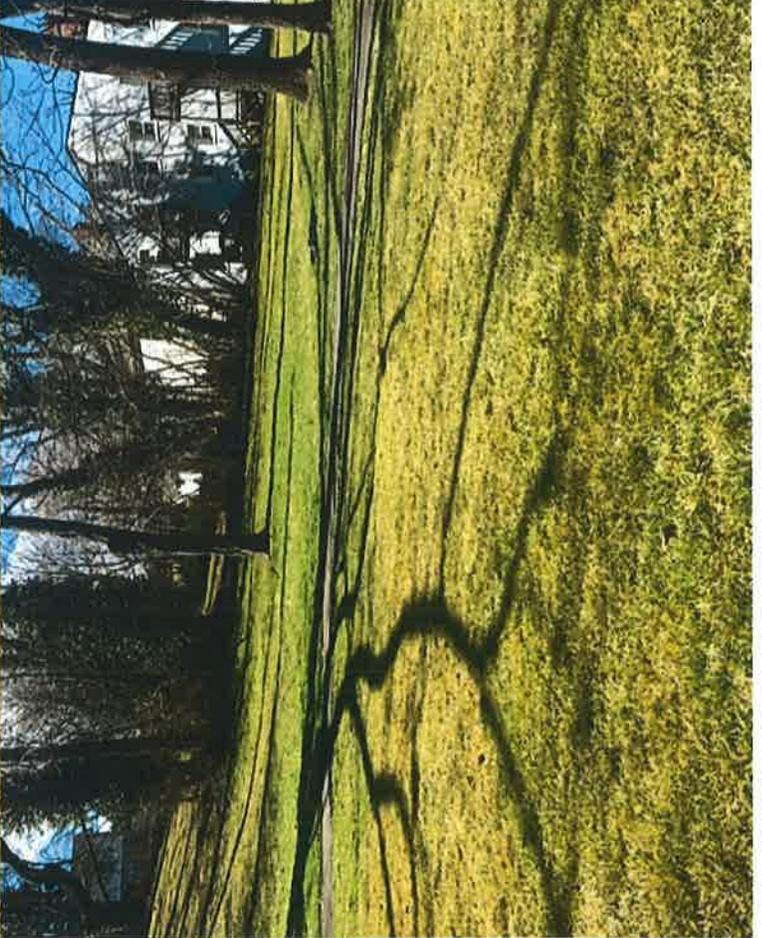
Parking 11 regular, 1 accessible space

Pros

- Walkable
- Shade available
- Location currently served by Parks and Rec staff

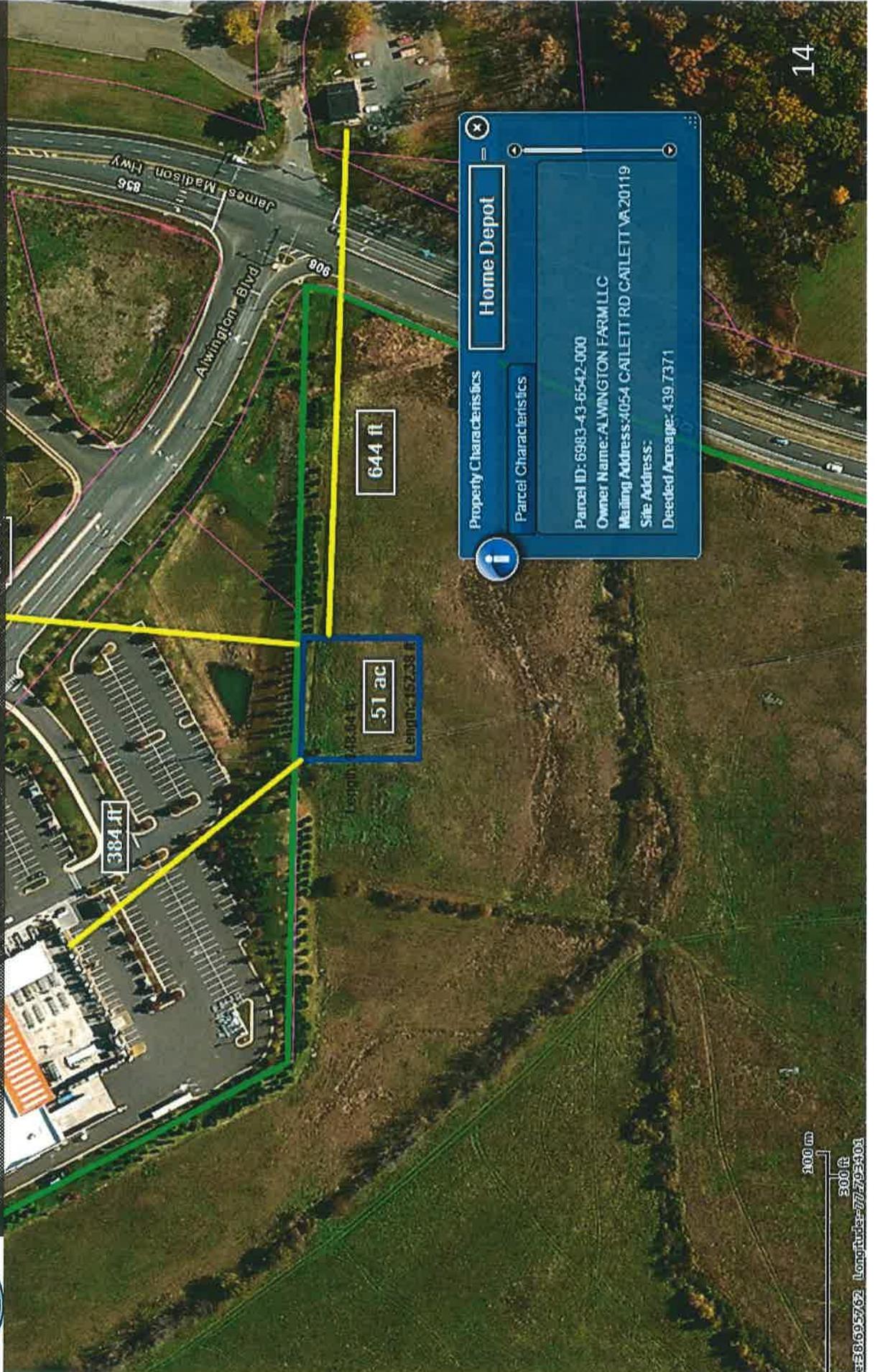
Cons

- Very little parking available
- Topography
- Drainage
- Space not conducive to rectangular fenced area
- Close to homes (20')





Site Near Home Depot





Site Near Home Depot Pros & Cons

Water Cost \$1,600-\$2,000

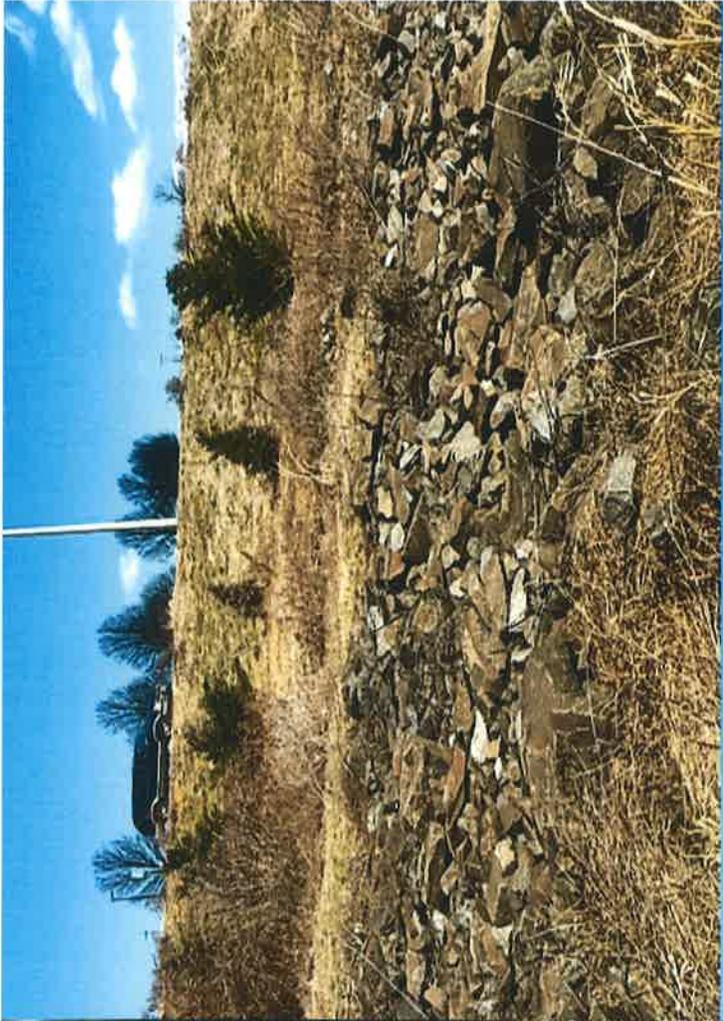
Parking 86 spaces

Pros

- Size allows for both large and small dog areas
- Some shade available
- Potential sponsor available

Cons

- No water
- Parking would need to be in Home Depot lot
- Easement needed (cost to survey and record approx. \$1,200)
- Not walkable
- Site not currently serviced by Town maintenance
- Not inside Town limits
- Difficult to make site ADA accessible
- Cost to build will exceed \$100,000





Site Near Animal Research Facility



Academy Hill Rd

30 ac

179 ft

268 ft

Property Characteristics Research Facility

Parcel Characteristics

Parcel ID: 6984-74-6947-000
Owner Name: WARRENTON TOWN OF
Mailing Address: PO DRAWER 341 WARRENTON VA 201
Site Address: [redacted]

17

398



Research Facility Site Pros & Cons

Water Cost \$1,150

Parking - none

Pros

- Walkable
- Some shade
- Decent separation from homes (300')

Cons

- Topography
- Drainage
- No water
- No parking
- Near animal research facility and crematorium
- Location not currently served by Parks and Rec staff





Rady Park

More...



Rady Park

Property Characteristics

Parcel Characteristics

Parcel ID: 6985-00-1454-000
Owner Name: WARRENTON TOWN OF
Mailing Address: PO DRAWER 341 WARRENTON VA 201
Site Address: 540 EVANS AVE
Deceded Acreage: 7.2698

Latitude: 38.736610 Longitude: 77.309549



Rady Park Pros & Cons

Water Cost \$1,750

Parking 49 regular, 3 accessible spaces

PROS

- Size allows for small and large dog areas
- Many residents able to walk to location
- Currently used by many dog owners
- Decent separation from houses (250'+)
- Shade available
- Location currently serviced by Parks and Rec staff

CONS

- Drainage needs to be addressed
- Close to sports field





Sam Tarr Park

306 ft

174 ft

.33 ac

328 ft

Gold C

688

23

Sam Tarr Park

Property Characteristics

Parcel Characteristics

Parcel ID: 6974-97-2008-000
Owner Name: WARRENTON TOWN OF
Mailing Address: PO DRAWER 341 WARRENTON VA 201
Site Address:
Deeded Acreage: 5.2518



Sam Tarr Park Pros & Cons

Water Cost \$1,150

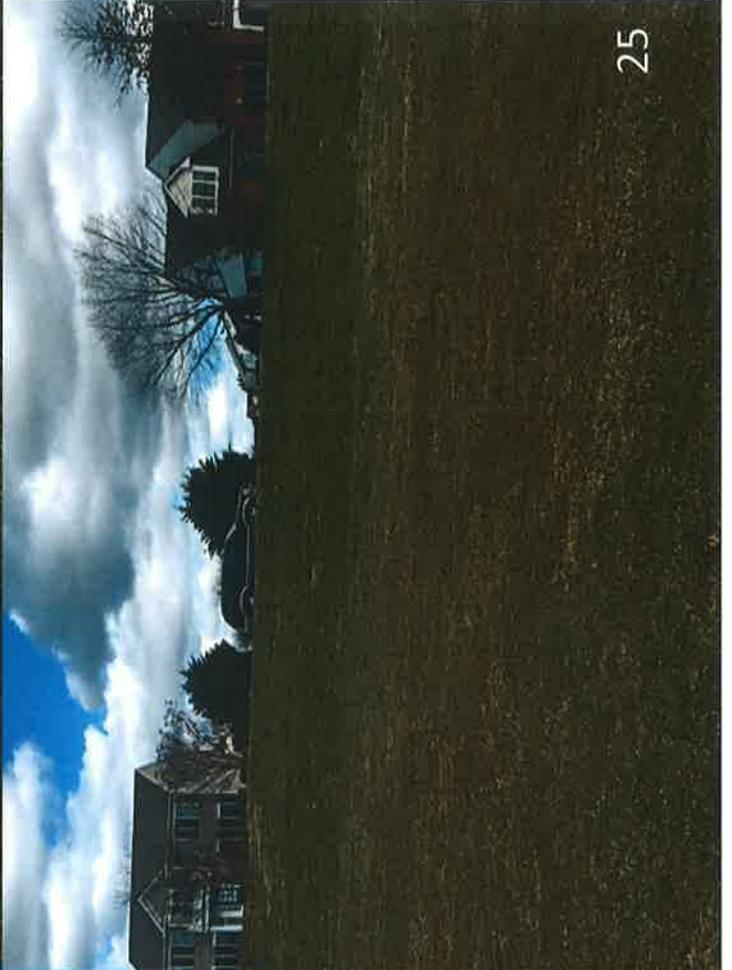
Parking - none

Pros

- Many residents able to walk to location
- Location currently served by Parks and Rec staff

Cons

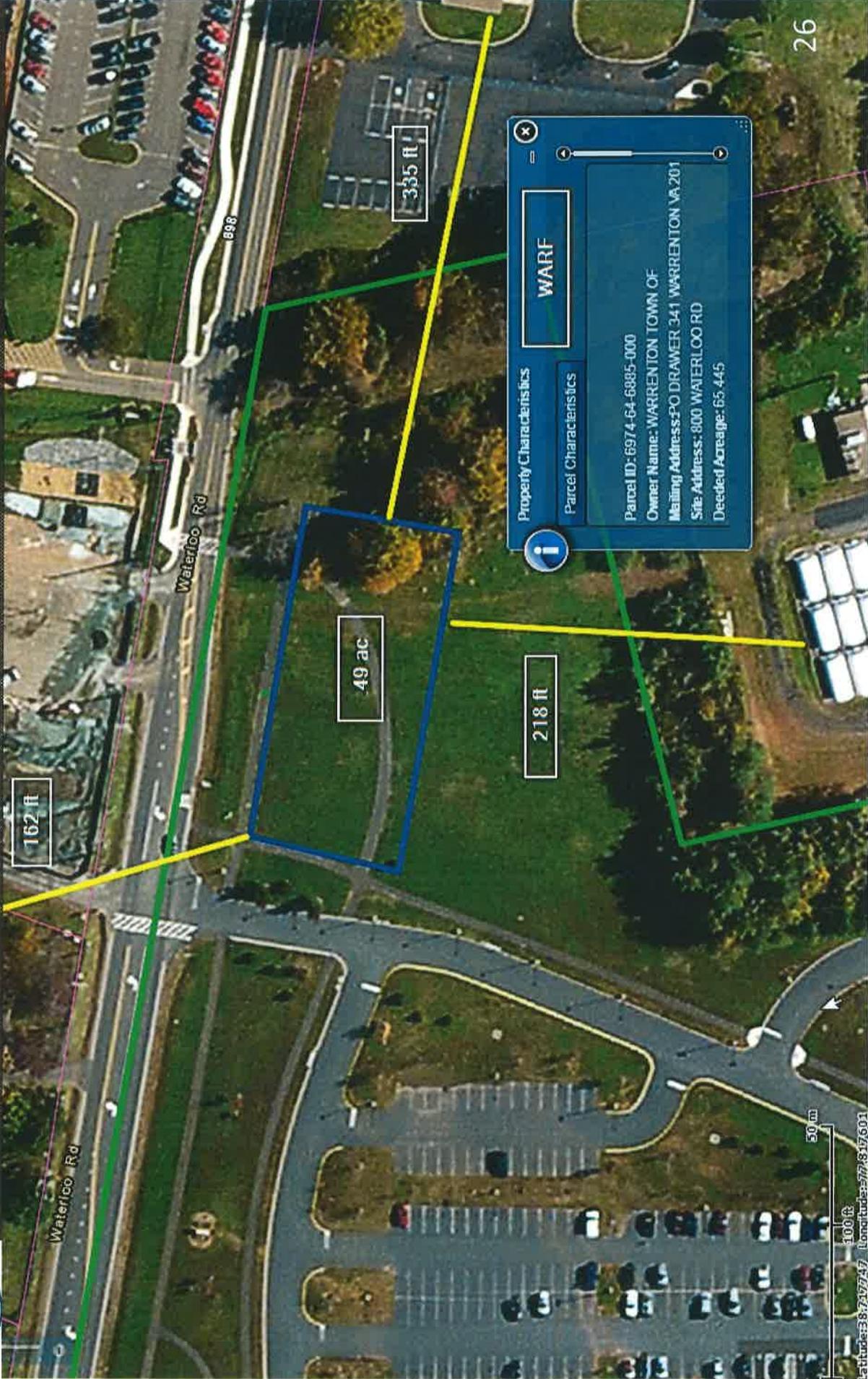
- No water
- No parking
- Very close to homes
- Needs a fair amount of grading and rock removal
- Low to no shade





WARF Site

More... Imagery





WARF Site Pros & Cons

Water Cost \$1,000

Parking 287 regular, 12 accessible spaces

Pros

- Size allows for large and small dog areas
- Some residents able to walk to location
- Good separation from homes (1000'+)
- Weekday parking available
- Shade available
- Location currently served by Parks and Rec staff

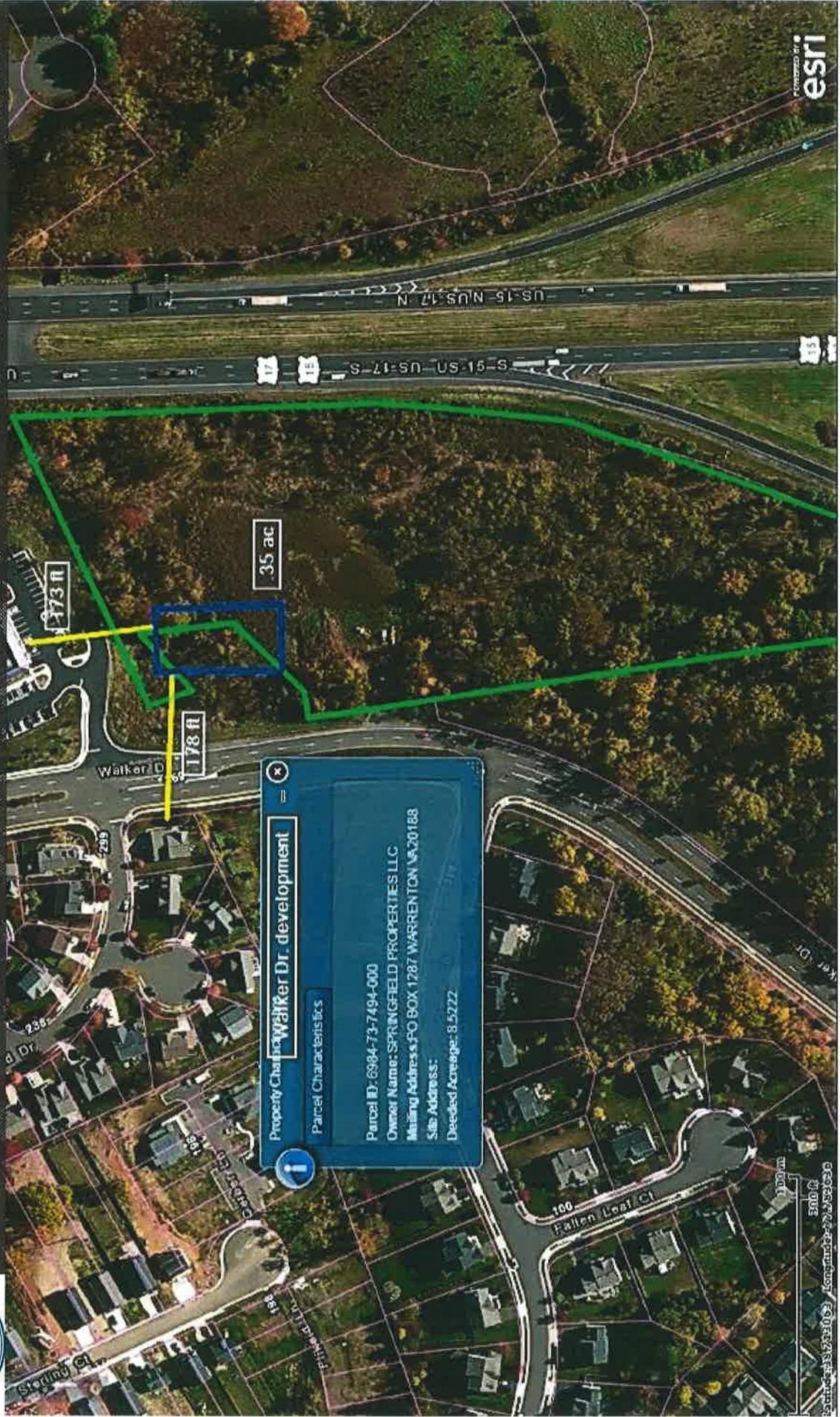
Cons

- Location needed for Wastewater Treatment Plant upgrade
- Close to high school (300')
- No parking available on weekends. All lots, including FHS gravel lot are used for sports league and WARF parking.
- Close to busy road
- Vehicle traffic on both service road and main road is high on weekends
- Please note that other locations at the WARF have been suggested by citizens. The locations are either too close in proximity to an existing amenity or are on the side of the creek leased to the Warrenton Fields Association





Walker Drive Development



Walker Dr. development

Parcel Characteristics

Parcel ID: 6984-73-7494-000

Owner Name: SPRINGFIELD PROPERTIES LLC

Mailing Address: PO BOX 1287 WARRENTON VA 20188

Sub Address:

Deeded Acreage: 8.5222



Walker Drive Development Pros and Cons

PROS

- Could be developed as part of larger parcel which will include walking, entertainment, and other options for citizens
- Parking would be developed as part of the planned development

CONS

- Not owned by Town
- Topography is hilly
- Close to residents (173')
- Limited shade
- Development schedule unknown but likely more than a year before construction





Town of Warrenton Dog Park Decision Matrix



Criteria Description	Score 1	Score 3	Score 5	Academy	Depot	5th St	EW	Home D	Research	Rady	Tarr	WARF
Size - Variable and dependant upon proposed park location Less than 1/4 acre		1/4 to 1/2 acre	> 1/2 acre	5	1	3	3	5	3	5	3	3
Buffer From Residential - Ideally limit neighborhood disturbance to be consistent with park use 50' or less to adjacent residents, little opportunity for buffer		> 100' from residents and moderate opportunity for buffer	> 200' from residents and good opportunity for buffer	3	1	3	1	5	3	5	3	5
Area Serviced by Town Staff - Areas currently served by Parks staff as dog park could easily be absorbed into maintenance routine. Area not serviced by Parks staff and not near a serviced area.		Area not serviced by Parks staff by in closed proximity to a served location.	Areas serviced by Parks staff.	5	1	5	5	1	3	5	5	5
Drinking Fountain/Water - Highly desirable within or adjacent to dog park area No drinking water available, would be expensive to provide		Water available but outside park	Water available inside park	5	3	3	5	3	3	5	3	3
Parking - Sufficient and convenient; provided without undue burden to neighbors or other users of parks Onsite parking not currently existing, too small for parking lot		Parking available, not sufficient for dog park and other uses	Parking available that can accommodate dog park	3	1	5	1	5	1	3	1	3
Land Suitability - Relatively flat topography, permeable soils, design to minimize erosion potential, protection for water sources, visibility Excessive slopes, impermeable soils and high erosion potential		Moderately flat, moderate visibility and somewhat permeable soils	Primarily flat, good drainage, permeable soils, good visibility	5	3	3	3	1	1	3	3	5
Shade - Highly desirable, site provides good mix of shade/mature trees and open space/turf grass No trees on site, full sun		Some trees on site, smaller trees don't provide much shade	Mature trees, good mix of shade and open space	5	3	5	5	3	1	5	3	5
Walkability - Near trails, sidewalks or paths allowing safe and easy pedestrian access. Not near trails, sidewalks, or paths. Difficult to reach by walking.		Near trails, sidewalks, or paths, but not directly served.	Trails, sidewalks, or paths exist at location allowing easy pedestrian access	5	5	5	5	1	1	5	5	5
Use Conflict Avoidance - Avoid placing dog park in area that would create conflict with or displace desired active and passive activities Dog park would conflict with existing park uses		Existing park use would not be impacted by proposed dog park	Dog park would complement existing park use	1	1	5	1	5	3	5	1	1
<i>Additional points could be assessed for items such as shared services or partnerships.</i>												
Totals	37	19	37	29	19	37	29	29	19	41	27	35
	Academy	Depot	5th St	EW	Home D	Research	Rady	Tarr	WARF			



COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
STAFF REPORT

PLANNING COMMISSION PUBLIC HEARING

DATE OF HEARING: May 17, 2016
PLANNING COMMISSION DECISION DEADLINE: August 19, 2016
TOWN COUNCIL DECISION DEADLINE: May 17, 2017

SUBJECT: Town Code Amendment – Condition of Premises

PURPOSE: This is an amendment to Section 8-63 of the Notice to Cut Weeds to add language on the development status of the property and indicate overgrown properties could be considered a nuisance. The applicant is the Town of Warrenton.

EXECUTIVE SUMMARY

Town staff submits to the Planning Commission for consideration amendments to Town Code Article III: Condition of Premises, §8-63: Notice to cut weeds. The proposed amendments would:

- Broaden the notice to cut weeds to include additional parcels/properties. The existing code includes “any vacant property in town” and the proposed amendment would comprise “any occupied or vacant developed or undeveloped property in the town, including such property upon which buildings or other improvements are located”
 - The expanded notice would include more than vacant properties, allowing Warrenton to notify and remove weeds on any property in town.
- Expand the uses declared as a nuisance to be those that are “malodorous,” and “other substances which might endanger the health or safety of other residents of the town”
 - The current text includes a notice for properties that are “permitted to become unsightly by being overgrown with grass, weeds, or other foreign growth.”
 - This addition would add malodorous nuisances, as well as specifically mention the health and safety of residents in the code.

- Adds a time frame for repeat notices, allowing the town to: “For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.”
 - This provision allows the town to remove nuisances throughout the growing season with one notice for the first occurrence.

STAFF RECOMMENDATION

Staff recommends the following amendments to the Town Code for the Town of Warrenton, VA:

Sec. 8-63. - Notice to cut weeds.¹

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

(Code 1981, § 7-16)

SUGGESTED MOTIONS

I move that the Planning Commission recommend approval of the proposed amendments to Town Code Section 8-63 to the Town Council.

OR

I move that the Planning Commission recommend disapproval of the proposed amendments to Town Code Section 8-63 to the Town Council.

OR

I move an alternative motion.

¹ Additions to the Town Code are underlined in red, recommended removals have a ~~strike through~~.

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	B. Zoning Ordinance Intent & Comprehensive Plan Use Description.....	Error!
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I. PROJECT REVIEW

A. Summary of Proposed Text Changes

The requested amendments to the zoning ordinance will impact most parcels/properties within the Town of Warrenton. The proposed amendments would:

- Broaden the notice to cut weeds to include additional parcels/properties. The existing code includes “any vacant property in town” and the proposed amendment would comprise “any occupied or vacant developed or undeveloped property in the town, including such property upon which buildings or other improvements are located”
- Expand the uses declared as a nuisance to be those that are “malodorous,” and “other substances which might endanger the health or safety of other residents of the town”
- Add a time frame for repeat notices, allowing the town to: “For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice.”

B. Zoning Ordinance Criteria For Text Amendments

Section 11-3.9.13 of the Town of Warrenton Zoning Ordinance *if the request is for an amendment of the text of this Ordinance, the Planning Commission and Town Council shall consider the following matters, in addition to any relevant matters included in Section 11-3.9.12*

Standard

1. *Whether the proposed text amendment is consistent with the Comprehensive Plan.*

Analysis

The overall planning goal of the Comprehensive Plan is, *“to promote and enhance the unique setting of Warrenton while promoting the health, safety and general welfare of its residents.”* The intent of the proposed Town Code amendment is to better fit this goal.

The proposed text amendment is consistent with the Comprehensive Plan General Land Use Objective to, *“To encourage good landscape design and urban beautification in existing and new developments.”* The policy associated with this objective is to:

Improve Landscaping for Existing Development and Require Adequate Landscaping for New Development. Through updated land development regulations and the development review process, strengthen the requirements for landscaping on commercial sites.

Standard

2. *Whether the proposed text amendment is consistent with the intent and purpose of this Ordinance.*

Analysis

The purpose of the Zoning Ordinance is to promote the health, safety, and general welfare of the public. The intent of the proposed Town Code amendment is to better fulfill this purpose.

II. ATTACHMENTS

Proposed Town Code Amendment

1

DRAFT TOWN CODE AMENDMENT – CONDITION OF PREMISES

April 5, 2016

ARTICLE III. - CONDITION OF PREMISES^[2]

Footnotes:

--- (2) ---

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

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

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

(Code 1981, § 7-14)

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

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

(Code 1981, § 7-15)

Sec. 8-63. - Notice to cut weeds.

Whenever any -occupied or vacant developed or undeveloped property in the town, including such property upon which buildings or other improvements are located ~~vacant property in the town is~~ are permitted to become unsightly or malodorous by being overgrown with grass, weeds, or other foreign growth, and other substances which might endanger the health or safety of other residents of the town, all of which is hereby declared a nuisance, and the town manager deems it necessary, the owner thereof shall be notified in writing to cut the grass, weeds and other foreign growth on such vacant property within

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

(Code 1981, § 7-16)

Sec. 8-64. - Service of notice.

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

(Code 1981, § 7-17)



DEPARTMENT OF ECONOMIC DEVELOPMENT
STAFF REPORT

PLANNING COMMISSION PUBLIC HEARING

DATE OF HEARING: May 17, 2016
PLANNING COMMISSION DECISION DEADLINE: August 19, 2016
TOWN COUNCIL DECISION DEADLINE: May 17, 2017

MEMO

Date: May 2, 2016

To: Sarah Sitterle, Director of Community Development

From: Heather Stinson, Economic Development Manager

Re: Proposed Amendments to the Town Zoning Ordinance and Town Code

Town staff submits to the Planning Commission for consideration amendments to the zoning ordinance and town code that would enable the following potential business uses:

- **Hotels, Inns, Bed & Breakfasts, and Tourist Homes**—The proposed amendment would add these as allowable uses in the Central Business District (CBD), which largely covers the town’s historical district. Staff believes this use is appropriate in the CBD and if established may encourage tourism in Old Town by providing overnight accommodations and drawing visitors into Old Town for private events, such as weddings.
- **Food Trucks**—Food trucks are a growing industry that has proven successful throughout the country in providing not only additional food choices, but increased food sales overall and where multiple gather, creating new points of interest. Amendments to the zoning ordinance and the town code are proposed that would add food trucks as allowable uses in the Commercial and Public/Semi-Public districts, subject to a comprehensive Food Truck Policy. The proposed policy would be administered by the Town Manager and delineate specific areas food trucks may operate within Commercial and Public/Semi-Public zoning districts; as well as hours, conditions, and fees for operation.
- **Incubator and “Maker Space”**—Staff wishes to explore these uses and their potential placement with the Planning Commission in order to determine if amendments to the zoning ordinance are necessary to allow for their creation. No amendments have been drafted for consideration of the Planning Commission at this time.

Staff analysis, recommended text amendments and proposed policy documents referenced above are attached separately.

Hotels, Inns, Bed & Breakfasts, and Tourist Homes

Introduction

Old Town Warrenton has much to offer would-be visitors, including history, great shops, delectable dining, and easy access to the region's many wineries. It does not, however, have overnight accommodations. While there are modern hotels (Hampton Inn and Holiday Inn Express) within town limits, there are no traditional Bed and Breakfasts nor Inns within the Central Business District (CBD). Currently, these and similar uses are not allowable within the CBD, nor are they permissible with a special use permit. Staff believes these uses would be appropriate in the CBD and are a potential opportunity to increase tourism activity in Old Town.

Staff recommends adding the following as permissible uses within the CBD: Hotels, Inns, Bed & Breakfasts, and Tourist Homes. As permissible uses, interested proprietors would be required to obtain a special use permit. This process requires the applicant to provide a site sketch or plan, as well as describe potential impacts, including noise and traffic. The process for consideration of this application provides the opportunity for the Planning Commission and Town Council to assess the project in detail and, if found necessary, apply conditions that can modify the project and/or make additional requirements above those set-out for by-right uses (e.g., applying conditions that limit the hours of events, number of participants and require some amount of on-site parking). This process also requires notification of immediate neighbors and provides the public and others affected the opportunity to express their concerns to both the Planning Commission and Town Council.

Additionally, staff recommends amending the definition of Inn to provide for additional services, including serving food and holding events. These services are customary for similar uses and would also be open to review as part of the proprietor's application for a special use permit.

Conversely, staff does not believe Motels to be an appropriate use in the CBD and recommends its removal from the current list of permissible uses.

A list of definitions of lodging uses and comparison chart are included for reference.

Economic & Fiscal Impact

The addition of new accommodation options, particularly within Old Town, may help to attract visitors from outside the immediate area. Additionally, desirable accommodations may encourage visitors to stay in Warrenton and the surrounding area longer, and thereby increase the potential amount spent on goods and services, as well as increase the potential sales, meals and lodging tax revenues for the town. Specifically, the Town levies a 4% meals tax, 4% lodging tax and receives a portion of sales tax on purchases within the town.

Furthermore, amending the definition of Inns to allow for events, meeting space and food service provides potential proprietors an important source of revenue. Additionally, drawing groups of people into Old Town for private events may help to expose new groups of people to the charms of Warrenton, creating potential for their return as tourists, or extended stays.

Staff Recommendation

Staff recommends the following amendments to the Zoning Ordinance of the Town of Warrenton, VA:

1. Article 3-4.11.3 (Central Business District-Permissible Uses): Addition of, “*Hotels, Inns, Bed & Breakfasts, and Tourist Homes*”
2. Article 12 (Definitions): Modification of the definition of ‘Inn’ as follows, “*A single-family dwelling, ~~or~~ portion thereof, or accessory building to, where short-term lodging is provided for compensation to transient guests only. Additional services, such as restaurants, meeting and event space, and recreational facilities may also be provided. The operator may or may not live on the premises. ~~Meals may be provided to guests only.~~ Up to twelve (12) guest rooms may be provided.*”
3. Article 3-4.11.3 (Central Business District-Permissible Uses): Removal of, “*Motel*”

Comparison Chart & Definitions

Comparison Chart: See Table 1 on the next page.

Table 1. Comparison of Overnight Accommodation Uses

Use	Structure	Rooms/Guests Permitted	Additional Services Permitted	Other	Zoning Districts
Tourist Homes	Dwelling	Up to 5 persons	None.	<ul style="list-style-type: none"> Open to transients. 	<ul style="list-style-type: none"> Permitted (by-right): None Permissible (SUP): R-15, R-10
Bed & Breakfast Facility	Private Residence	Up to 4 rooms (no cooking facilities)	Meals for guests only.	<ul style="list-style-type: none"> Maximum visit duration 14 days. Live-in operator on-site required. 	<ul style="list-style-type: none"> Permitted (by-right): None Permissible (SUP): R-15, R-10, R-6, R-40, R-E
Inn	Single-Family Dwelling	Up to 12 rooms	<i>(Proposed)</i> Additional services, such as restaurants, meeting and event space, and recreational facilities.	<ul style="list-style-type: none"> Transient guests only. Operator may live on or off-site. 	<ul style="list-style-type: none"> Permitted (by-right): None Permissible (SUP): R-15, R-10
Hotel	Facility	10 or more individuals Limited to 75 rooms in CBD	Additional services, such as restaurants, meeting rooms, and recreational facilities.	<ul style="list-style-type: none"> Daily rate required. 	<ul style="list-style-type: none"> Permitted (by-right): C Permissible (SUP): CBD
Motel	Building/Group of detached or semi-detached buildings	No limit specified in definition Limited to 75 rooms in CBD	None.	<ul style="list-style-type: none"> Separate room/apartment entrances close to parking or storage space. Building principally for sleeping accommodations for automobile travelers. Building suitable for occupancy in all seasons. 	<ul style="list-style-type: none"> Permitted (by-right) : C Permissible (SUP): CBD
Conference Center	Facility designed for conducting large or small group meetings	No limit specified in definition	May include food preparation and service, entertainment, social or charitable events, and recreational facilities.	<ul style="list-style-type: none"> May include overnight accommodations or short-term lodging (not longer than 14 consecutive days) 	<ul style="list-style-type: none"> Permitted (by-right) : I Permissible (SUP): None

Definitions

Tourist Home: A dwelling where only lodging is provided for compensation for up to five (5) persons (in contradistinction to hotels and boardinghouses) and open to transients.

Bed & Breakfast Facility: A private residence, or portion thereof, where short-term lodging is provided for compensation (no longer than 14 consecutive days) and meals may be provided, to guests only. The operator of the facility shall live on the premises or in an adjacent premises on the same lot. Up to four (4) guest rooms without cooking facilities may be provided. [also see Tourist Home; also see Inn]

Inn: A single-family dwelling, or portion thereof, where short-term lodging is provided for compensation to transient guests only. The operator may or may not live on the premises. Meals may be provided to guests only. Up to twelve (12) guest rooms may be provided. (Also see Bed and Breakfast Facility).

Hotel: A facility offering transient lodging accommodations for ten or more individuals on a daily rate and providing additional services, such as restaurants, meeting rooms, and recreational facilities (See also, Motel).

Motel: A building or a group of two (2) or more detached or semi-detached buildings containing rooms or apartments having separate entrances provided directly or closely in connection with automobile parking or storage space serving such rooms or apartments, which building or group of buildings is designed, intended, or used principally for the providing of sleeping accommodations for automobile travelers and is suitable for occupancy at all seasons of the year.

Conference Center: A facility designed for conducting large or small group meetings. Such facilities may include overnight accommodations or short term lodging (not longer than fourteen (14) consecutive days), food preparation and service, entertainment, social or charitable events, and recreational facilities.

Food Trucks

Introduction

Mobile food vendors, or food trucks, continue to gain popularity and use across the country. Their mobile nature presents new intricacies and challenges for localities. Like many localities, Warrenton's town code and zoning ordinance do not envision this type of business.

Currently, mobile food vendors are able to operate on private property for a limited time period. However, these businesses are not able to receive a business license or remit meals tax without a zoning permit.

Therefore, several amendments are necessary that will define what a mobile food vendor is and indicate which zoning districts it can be an allowable use in. Additionally, rules and regulations on how food trucks must operate, when, and other requirements are often desired.

Staff reviewed the programs for mobile food vendors in several localities (including City of Charlottesville, Fairfax County, and the City of Norfolk), as well as best practice documents from the National Association of Food Trucks and data on industry trends and impact.

Staff's goals are to create a program that is uncomplicated, can be administered with minimal cost, and that can be adapted as Warrenton's experience with food trucks grows. Staff found the model used by the City of Norfolk to be most suitable. To follow this model, the Town of Warrenton would need to do the following:

- Amend the Town Code to define Mobile Food Vendors;
- Amend the Zoning Ordinance to allow mobile food vendors as allowable uses in the commercial districts (Commercial, Industrial, and Central Business District), subject to the policy and procedures of a Mobile Food Vendor Program; and
- Create a Mobile Food Vendor Program, including Policy and Procedures document that is administered and may be amended by the Town Manager.

Specifying the rules and regulations in a policy document administered by the Town Manager allows the program to operate more succinctly and evolve over time. This document (draft enclosed) would specify:

- The specific areas where mobile food vendors can operate
- Requirements and process for application into the Mobile Food Vendor Program
- Fee schedule and meals bond requirement
- Hours and specifics of operations
- Circumstances for dismissal from the Mobile Food Vendor Program

At this time, it does not require the use of a decal system or specially marked areas.

Economic & Fiscal Impact

The long-term impact of allowing food trucks is reported by national research to be positive. Among the benefits are increased sales, customers, diversity, entrepreneurship opportunities, and tax revenue as well as a positive reflection of community values. These can all benefit existing restaurants, as well as food trucks. Each listed benefit is described in further detail below and examples are included as often as possible. A selection of reference materials follows, including case-studies, best practice information and links to programs in other localities.

Increased sales to customers who may not otherwise purchase food, due to:

- **Location**—For example, at the WARF parents may not be inclined to leave while their child participates in sports and there are no food options available.
- **Cost**—The low cost of some trucks attracts customers who wouldn't normally go to a restaurant to eat or wouldn't go to a restaurant for a lunch or a snack.

Increased draw of new customers and new sales. Including customers that:

- **Follow a specific food truck**—Some loyal foodies will drive upwards of 20 miles for their favorite truck. This potentially draws new customers in from outside areas.
- **Are attracted by a specific food type or dish**—For example, specialty offerings (like lobster rolls, fugu kimbap, or watermelon jalapeno lemonade) and international flavors not available in the current market create interest and draw new customers to dine on a 'must-have'.

Creates new business opportunities. The small size and mobile nature of food trucks allows food truck entrepreneurs to:

- **Try out new markets**—Testing demand can be very helpful for would-be restaurant owners. For example: Vietnamese and Korean food are very popular in northern Virginia, but are not offered in the Warrenton area. Successful food truck sales of these cuisines would demonstrate demand to the food truck operator and other potential restaurateurs that a potential market opportunity exists.
- **Sustain a business with smaller sales volumes**—Food trucks are often what many would consider 'micro-businesses', employing only one or two people. The smaller volume of sales required to keep a food truck operation running allows entrepreneurs with limited cash-flow or time a new opportunity to start their own business. Additionally, smaller sales volumes allow owners to prepare smaller amounts of food at a time, which can be an important cost savings for those using organic or other specialty products (such as, gluten-free dough, etc.).
- **Expand into mobile sales (in addition to a brick and motor location)**—With the swell of interest in food trucks, many traditional restaurateurs are capitalizing on the food truck scene by taking their cuisine mobile as an additional revenue stream and a way to reach new customers.

Capture of tax revenue. Creating opportunities for food trucks to operate legally allows the town to capture tax revenue from food truck vendors, including business license taxes and meals tax. The 4% meals tax applied by the town is one of the largest sources of revenue for the town. The food truck policy, as proposed, would make applying to operate a food truck in town a simplified process and make timely submission of meals tax a requirement of continued operation.

Demonstrate the openness and diversity of a community. If you are what you eat, then ever expanding diversity in food offerings reflects a community's appreciation for other cultures and creativity. An active food truck scene also demonstrates a community's openness to entrepreneurship in general.

Reference Materials

“[Case Study: On the Go - Insights into Food Truck Regulation in US Cities](#)” Data-Smart City Solutions, Ash Center for Democratic Governance and Innovation, Kennedy School, Harvard University (Mar 2015)

“[Food trucks gaining momentum, new research finds](#)” National Restaurant Association (Sept 2011)

“[FOOD ON WHEELS: Mobile Vending Goes Mainstream](#)” National League of Cities (Sept 2013)

“[Hampton Health Department Requirements for Mobile Food Units](#)” Hampton Health Department, Virginia Department of Health

“[MOBILE FOOD UNIT OPERATION GUIDE Guidelines for Food Service](#)” Chesapeake Health Department, Virginia Department of Health

Food Truck Programs by Locality

- City of Norfolk, VA: <http://www.norfolk.gov/index.aspx?NID=225> ;
<http://www.norfolk.gov/DocumentCenter/View/6689>
- Fairfax County, VA: <http://www.fairfaxcounty.gov/parks/mobile-vending.htm>
- Arlington County, VA: <http://health.arlingtonva.us/environmental-health/mobile-food-unit-vendor-health-licenses/>
- Washington, DC: <http://dcra.dc.gov/service/mobile-food-truck-licensing-information>
- City of Alexandria, VA: <https://www.alexandriava.gov/FoodTrucks>

Staff Recommendation

Staff recommends the following amendments to the Code of the Town of Warrenton, VA:

1. Section 9-69 (d) Itinerant Merchants: Addition of, “*Any itinerant merchant who engages in the sale of food or beverages, whether prepared on-site or off-site, and does so through the use of a mobile unit with a current certificate of inspection from the local health department, shall only be permitted in specific areas as provided within the rules and regulations administered by the Town Manager, or his designee. All other ordinances applicable to mobile food vendors remain in effect and shall be enforced by the Town.*”

Staff recommends the following amendments to the Zoning Ordinance of the Town of Warrenton, VA:

2. Article 3-4.9.2 (Public/Semi-Public Institutional District-Permitted Uses): Addition of, “*Food Trucks, if allowable by the Warrenton Mobile Food Vendor Program.*”
3. Article 3-4.10.2 (Commercial District-Permitted Uses): Addition of, “*Food Trucks, if allowable by the Warrenton Mobile Food Vendor Program.*”
4. Article 3-4.11.2 (Central Business District- Permitted Uses): Addition of, “*Food Trucks, if allowable by the Warrenton Mobile Food Vendor Program.*”
5. Article 12 (Definitions): Addition of, “*Mobile Food Vendor: Any itinerant merchant who engages in the sale of food or beverages, whether prepared on-site or off-site, and does so through the use of a mobile unit.*”

Warrenton Mobile Food Vendor Program

Policies and Procedures

I. Introduction

The Town of Warrenton shall administer a program to receive, review and approve permit applications for mobile food vendors that desire to vend in designated zoning districts. This policy sets out guidelines for the permitting process for vending in designated food truck zones in designated zoning districts. This policy does not cover participation in Special Events (such as, festivals). To participate in Special Events, all vendors must comply with the rules and regulations laid forth in the Special Event permit provided to the event organizer.

Questions about the Warrenton Mobile Food Vendor Program can be directed to the Department of Community Development, ssitterle@warrentonva.gov or (540) 347-2405.

Commented [SH1]: Sarah: I just took a stab at this. Please review and edit as you see fit.

II. Allowable Zoning Districts

Mobile food vendors are allowable in the following zoning districts, subject to the policies and procedures laid out in this document: Commercial (C); Industrial (I); Commercial Business District (CBD); and Public/Semi-Public Institutional (PSP).

III. Operation on Private Property

Mobile food vendors may operate on private property within the allowable zoning districts (C, I, CBD, and PSP) with the expressed, written consent of the property owner. All operations, on public or private property, must comply with these regulations.

IV. Designated Public Vending Sites

Mobile food vendors may operate on public property ONLY at public vending sites designated in this policy. Public property includes, but is not limited to: public streets, sidewalks, parking areas and road right-of-way.

The following are designated as public vending sites for mobile food trucks/trailers:

- Warrenton Aquatic and Recreation Facility, Parking Area
- A. The entire operation of a food truck/ trailer must fit in the allowable public parking spaces. Vehicles that do not fit within the designated spaces will not be permitted to operate in the program.
 - B. Each food truck/trailer site shall not be within 10 feet of an intersection, crosswalk, driveway, bus stop, taxi stand or handicapped parking space, will not be situated in any part of a designated loading zone or fire lane.
 - C. Food vendors are to comply with the vending hours specified in this policy and not leave truck/trailers beyond the allowable vending hours. Trucks/trailers left beyond these hours are

subject to towing.

- D. The Town may adjust these sites in cases of construction or other circumstances, as approved by the Town Manager.
- E. The Town may consider additional locations based on demand and impact, as approved by the Town Manager.

III. Vending Permit Application Process

- A. Interested food truck/trailer vendors must submit a completed Application for a Food Vendor Permit and required documentation online or in person at Town Hall at 18 Court Street, from 8 a.m. to 4:30 p.m. The Town will verify all permits have been obtained prior to issuing a vending permit to the selected vendor.
- B. The mobile food vendor must submit all required documents, pass all physical inspections, provide payment and hold a permit to participate in the program. The following permits and documentation are required:
 - 1. A Health Permit from the Virginia Department of Health;
 - 2. Proof of Current Fire Inspection;
 - 3. Statement of authorization from property owner or their agent if on private property; and
 - 4. Certificate of insurance (see section V. n).
- C. The mobile food vendor must supply at the time of application all applicable Program Fees (see descriptions below).
- D. Staff will review applications for completion and no application will be accepted unless deemed complete.

Commented [SH2]: Is this possible right now? If not, could we set up a generic email they could submit the application and documents through?

IV. Program Fees

- A. All vendors (new and renewing) must submit all fees and taxes as outlined below.
- B. Annual Program Fee. The full annual program fee is due upon acceptance into the Warrenton Mobile Food Vendor Program. If a vendor chooses to withdraw from the program, the annual fee is forfeited. The annual fee for renewing mobile food vendors is due by June 30th.
- C. Annual Business License Fee. The business license fee for mobile food vendors is an annual flat fee and cannot be refunded. The business license fee is due by June 30th.

- D. Meals and Consumption Tax. Mobile vendors are required to collect Meals and Consumption Tax on all applicable food and beverage sales at a rate of 4%, and remit to the Town on a monthly basis.
- E. Meals and Consumption Tax Bond (New Vendors). At the time of application to the program, a one-time Meals and Consumption Tax Bond in the amount of \$300 is required. The Bond is refundable only if the vendor application is not approved, or if before incurring any meals tax liability the participant goes out of business, moves their business, or otherwise ceases to operate in the Town of Warrenton.
- F. Meals and Consumption Tax Bond (Other). Mobile vendors that do not maintain participation in the program for a period of two years or more will be considered “new vendors” and will be required to provide the meals tax bond again upon application to re-enter the program. Mobile food vendors that are delinquent in the remittance of meals tax may be required to provide the meals tax bond annually, at the discretion of the Town Manager.
- G. Mobile vendors are required to comply with all other applicable local, state and federal taxes, including remittance of Sales Tax in accordance with state law.
- H. Fee Chart

Fees	Town of Warrenton	Other Agencies
Annual Downtown Mobile Food Vendor Program Fee (per vendor)	\$100	
Annual Business License Fee (per vendor)	\$50	
<u>One-time</u> Meals Tax Bond (per vendor)	\$300	
Annual Fire Inspection Fee (per vehicle)		Fauquier County Fire Marshall's Office
Annual Health Permit Fee (per vehicle)		VA Department of Health (Fauquier County Office)
Total	\$450	

Commented [FM3]: Whitt – I added this. Could you please review and make sure its ok to do this?

Commented [FM4]: Sarah – This will hypothetically encompass the zoning permit. What is the typical zoning permit fee?

Commented [FM5]: Sarah – Could you please confirm it is the Fauquier County Fire Marshall's Office that does the fire inspections?

V. Rules and Regulations

- A. Allowable vehicles include enclosed trucks and trailers for parking spaces in which service is provided to customers through the side of the vehicle at the sidewalk only. Canteen trucks that require or encourage standing in the street or behind the vehicle are not allowed.
- B. Mobile food vendors are required to maintain minimum standards for continued participation in

the program. Standards include, but are not limited to, the following:

- Floors, walls, ceilings and food contact surfaces must be easily cleanable (i.e. stainless steel, aluminum or other approved non-corrosive and non-rusting metal)
 - Surfaces must be waterproof, smooth, readily cleanable, and resistant to dents and scratches
 - All outer openings must be screened and/or sealed when not operating
 - Serving areas on top of carts and truck serving windows may be made of whatever material is appropriate for food preparation: metal, tile, synthetic countertop, etc.)
 - There should be no structural defects (i.e. holes, openings, rust, seams or broken parts)
 - Business name should be affixed to the back or side of the operation and clearly visible to customers
- C. Trucks or trailers must be sized to fit into designated parking areas. Parking space dimensions are typically 8'X22'.
- D. Only one permitted vendor will be allowed to vend at each designated public parking space at any time. Subleasing is not permitted. The permit covers only the vehicle on file. If a secondary or alternate vehicle is used for the business, it must also carry an updated fire inspection decal after being inspected and approved by the Fire Marshal's office.
- E. Vending at designated food truck zones will be allowed at the times listed below. No vending operations shall take place outside the hours noted.
1. Warrenton Aquatic and Recreation Facility Location: Everyday, 11 am to 7 pm. Additionally, whenever athletic fields or pool facility is in use for competition or organized practices.
 2. All other public and private vending sites:

Sunday	8:00 am – 10:00 pm
Monday-Thursday	6:00 am – 12:00 am
Friday	6:00 am – 2:00 am
Saturday	8:00 am – 2:00 am

- F. All sales on public property must be made on the sidewalk directly from the licensed unit, unless otherwise specified.
- G. Mobile food trucks/trailers must park in the same direction as traffic.
- H. If any area is closed for an emergency or other permitted activity, no vendors will be allowed to set up. Areas will be monitored for compliance and any violations could result in a permit being suspended or revoked. The Department of Public Works will notify participants in the Program of any planned special event that would close the area.

Commented [SH6]: Who do we want to be responsible for this?

- I. The entire operation must be fully mobile. For trucks/trailers, coolers may not be placed on the ground, nor may tables and chairs be provided for customers. Generators must be attached to the mobile unit and should be whisper or quiet generators are required that produce no more than 75 decibels (dB).
- J. Fees are subject to change with Town Manager approval.
- K. Prohibited Items:
- Radio or sound-amplifying devices;
 - Flashing signs or signs that move or give the appearance of moving;
 - Sign, menu board, tables, chairs, waste receptacles or other objects in the roadway, sidewalk or ground;
 - The sale of merchandise or any other articles other than food;
 - Water, sewer, gas or electrical connections to a building.
 - Participants must ensure that no pollutants, including waste/grease, liquid wastes, gray water garbage/debris, and other materials are discharged to the Town's storm drain system (including gutters, curbs, and storm drains).
- L. A waste receptacle shall be provided for the use of customers and shall be affixed or attached to the pushcart or stand. Trash must be removed from the site by the vendor. Use of Town waste receptacles is prohibited.
- M. Participants are required to pick up, remove and dispose of all garbage, refuse or litter consisting of foodstuffs, wrappers, and/or materials dispensed from the vending vehicle and any residue deposited on the street from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a 25-foot radius of the location where mobile food vending is occurring. Assistance in cleaning any public eating spaces is appreciated.
- N. The vendor shall secure and maintain a policy of automobile liability insurance coverage issued by a company authorized to do business in the Commonwealth of Virginia in the amount of at least \$1,000,000 for injury to or death of any person or persons in any one incident and \$100,000 for property damage, and the policy shall list the Town of Warrenton as an additional insured.
- O. Monthly Food Truck Sales data reports and meals tax receipts are required to be submitted each month for the calendar year. Failure to comply and submit in a timely manner may risk vendor participation in the program.

VI. Revocation or Suspension

- A. The participant may be removed from the Program at the discretion of the Town Manager in the event of any of the following:
 - The use of conditions under which the truck, trailer, is being operated or maintained is detrimental to the public health, welfare or materially injurious to property or improvements in the vicinity;
 - The property is operated or maintained so as to constitute a nuisance;
 - The use is operated in violation of the conditions of the program; or
 - Any other violation of applicable law.

VII. Renewal Process

- A. Vendor licenses expire on December 31st of each calendar year with annual renewals subject to administrative review, modification (if necessary) and approval.

VIII. Associated Fees

IX. Program Compliance

I understand and will abide by these Policies and Procedures for the Warrenton Mobile Food Vendor Program. I further understand that should I commit any violation of this policy, my participation in this program may be revoked.

Signature

Date