



**MONTHLY WORK SESSION AGENDA
MONDAY MAY 11, 2026, 7:00 P.M.
REMINGTON TOWN COUNCIL
105 E MAIN ST
REMINGTON, VA 22734**

- I. CALL TO ORDER, RECOGNITION OF TOWN COUNCIL, STAFF AND GUESTS**
- II. PLEDGE OF ALLEGIANCE**
- III. CITIZENS TIME**
- IV. TOPICS FOR DISCUSSION**
 - FOOD TRUCK ORDINANCE**
 - COURTYARD**
 - TREE QUOTE**
 - SHED PAINTING**
 - PROCLAMATION**
 - BLA**
 - WEBSITE TERMS AND CONDITIONS**
 - PROPERTY CODE VIOLATIONS**
- VII. CLOSED SESSION**
- VIII. ADJOURNMENT**

ARTICLE V. - MOBILE FOOD ESTABLISHMENT

[Sec. 14-169. - Intent.]

The intent of this article is to establish operational standards for mobile food establishments as well as appropriate protections of public health, safety, and welfare for their operation on private property.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-170. - General requirements.

For the purposes of this article, a mobile food establishment shall mean an itinerant mobile food licensee, permittee, owner or vendor who is not permanently affixed to a specific property or location including, but not limited to, mobile food units.

- (1) A mobile food establishment must obtain an approved business license and a mobile food establishment permit from the town manager prior to the operation of a mobile food establishment within the town.
 - a. The cost of the business license application for mobile food establishments shall be provided in the Town of Haymarket fee schedule.
 - b. The cost of the mobile food establishment permit application shall be provided in the Town of Haymarket fee schedule.
 - c. A mobile food establishment's business license and the mobile food establishment permit is valid from May 1st of the year of issuance until April 30th of the following year and both must be renewed by April 30th of every year.
 - d. If there is a special event, the mobile food establishment shall complete a separate permit request and pay a separate fee for the one-time event.
- (2) Mobile food establishments that have obtained the required business license and mobile food establishment permit shall only operate at breweries, wineries, and distilleries, referred to herein as the "host business," located within the town limits.
- (3) Mobile food establishments are responsible for paying the town's meals tax and shall comply with the Meals Tax Ordinance in section 42-186 of the Town Code.
- (4) No mobile food establishment business license or mobile food establishment permit authorized and issued by the town manager shall authorize a mobile food establishment to operate on or from a public street or public park.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-171. - Suspension or revocation.

- (a) A mobile food establishment's business license and mobile food establishment permit may be suspended or revoked by the town manager at any time due to the mobile food establishment's failure to comply with all requirements of this article and any other applicable federal, state, and local laws.
 - (1) Prior to ordering the suspension or revocation of a mobile food establishment's business license and mobile food establishment permit, the town manager shall notify the business licensee and mobile food establishment permit holder in writing providing the reasons for the suspension or revocation. This notice shall be mailed postage prepaid to the business licensee and mobile food establishment permit holder at the business address appearing on the permit application, or if there is none, to the residential address appearing thereon.
 - (2) The town manager shall suspend or revoke a mobile food establishment's business license and mobile food establishment permit issued under this article without prior notice if the business licensee and mobile food establishment permit holder have been notified in writing of their violation of any provision of this article on three or more separate occasions within a 12-month period.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-172. - Mobile food establishments shall be operated from an approved location, subject to the following procedures.

- (a) The mobile food establishment business license application must be accompanied by a copy of the approved mobile food establishment permit obtained by the owner of the mobile food establishment for the operation of mobile food establishments within the town. The mobile food establishment permit application shall list every address and location of operation of the mobile food establishment. A mobile food establishment shall only operate on the approved location or locations listed in the mobile food establishment permit. If a mobile food establishment intends to operate on more than one site, then only one mobile food establishment business license application is required, provided the mobile food establishment owner has obtained a mobile food establishment permit for each location of operation. The operation of any mobile food establishment is subject to all requirements of chapter 22 of the Town Code and all Virginia Department of Health regulations.
- (b) A maximum of two mobile food establishments are permitted at any one location at the same time, provided that additional mobile food establishments may be permitted in conjunction with administrative permits or other special events regulated by any proffered condition, development condition, special exception, or special permit.
- (c)

A mobile food establishment's mobile food unit shall not be parked in any fire lane, travel lane, entrance/exit, or any required parking space and shall not block any drive aisles, ingress and egress from the property, turn lanes or designated tire lanes. In no situation shall a mobile food establishment's mobile food unit be permitted to operate on grass, dirt, or other non-improved parking surfaces.

- (d) A mobile food establishment's mobile food unit must be located on a level, paved, or gravel surface with safe pedestrian access.
- (e) All mobile food establishments and their generators shall be located no less than 100 feet from any residential properties.
- (f) The mobile food establishment shall comply with any request of a police officer or other public safety personnel to move and cease vending in the case of an emergency.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-173. - Operational requirements.

- (a) Mobile food establishments are only allowed to operate at the designated location from Wednesday through Sunday of each week; mobile food establishments will not be allowed to conduct business within town limits on Monday or Tuesday of any given week.
- (b) No mobile food establishment shall remain on site at one property for more than 12 consecutive hours. Operational hours are from 10:00 a.m. to 10:00 p.m. Mobile food establishments are expected to cease all operations and be off property by 10:00 p.m. eastern standard time, with no exceptions.
- (c) Mobile food establishments shall comply with chapter 18 of the Town Code pertaining to noise control.
- (d) Only food and non-alcoholic beverages incidental to the permitted mobile food establishment shall be sold from the mobile food establishment. The retail sales of merchandise of the mobile food establishment are permitted as an accessory use to the primary use of food sales.
- (e) Portable trash receptacles for the disposal of waste materials or other litter shall be provided by the mobile food establishment. All waste shall be removed and disposed of daily by the mobile food establishment. Public trash receptacles shall not be used for compliance with this section. The vicinity around the mobile food establishment must be kept clean and free of debris.
- (f) Liquid or solid waste shall not be discharged from the mobile food establishment.
- (g) Signage.
 - (1) Signage may be imprinted on the exterior body of a licensed and permitted mobile food establishment and may include the use of an attached or detached menu board.
 - (2) Advertisements for businesses other than the mobile food establishment shall not be utilized.
 - (3)

All signage for mobile food establishments shall be temporary and must comply with the town's sign ordinance.

- (h) Tables or chairs shall not be set up in association with the mobile food establishment.
- (i) The mobile food establishment must conspicuously display an approved department of health permit, mobile food establishment permit and business license for public inspection.
- (j) All required taxes shall be paid by the mobile food establishments in conformance with chapter 42 of the Town Code.
- (k) A three-foot wide clearance area must be maintained around the mobile food establishment.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-174. - Location requirements.

- (a) Mobile food establishments shall only be permitted in zoning districts that permit mobile food units by-right.
- (b) Parking spaces that are needed to satisfy a zoning ordinance parking requirement shall not be converted into a parking space or vending area to accommodate a mobile food establishment.

(Ord. No. 2024-001, 4-1-2024)

Sec. 14-175. - Enforcement and penalties.

- (a) Host businesses are responsible for ensuring all mobile food establishments operating on site have obtained the necessary mobile food establishment business license and mobile food establishment permit from the Town of Haymarket prior to operating from the site. Any host business that allows unlicensed or unpermitted mobile food establishments to operate on site shall be fined in accordance with this section for hosting a non-compliant mobile food establishment.
- (b) Mobile food establishments shall be removed from hosting business's premises if they are non-compliant with this article or the applicable laws and regulations.
- (c) If the town manager determines that a violation has occurred, she shall give written notice thereof to any and all persons committing or permitting such a violation prior to imposing the civil penalties provided in this section. Any person or entity who commits, permits, assists in, or attempts, whether by act or omission, a violation of any section of this article shall be liable and the violation shall be enforced. The penalty for each individual violation shall be \$100.00 for the first violation, \$250.00 for the second violation, and \$500.00 for any third or subsequent violation. Enforcement under this article shall not preclude the enforcement of any other articles of the Town Code that may be applicable.

(Ord. No. 2024-001, 4-1-2024)

A copy of this form and your Itinerant Merchant License must be kept at all times in the Mobile Food Vendor vehicle and supplied for random inspection.

Program Compliance

I understand and will abide by the regulations in Article 9-24 of the Zoning Ordinance and by the Policies and Procedures for the Warrenton Mobile Food Vendor Program. I further understand that should I commit any violation of the Ordinance and/or this policy, my participation in this program may be revoked.

Vendor Signature

Printed Name

Town Manager or Designee Signature

Printed Name

Questions?
Contact the Department of Planning & Community Development
21 Main Street
(540) 347-2405
Monday - Friday 8 AM - 4:30 PM



----- TEAR HERE TO DISPLAY ON VEHICLE -----

Locations

In addition to land that is zoned C, CBD, or I where restaurants are permitted, the following are designated as public vending sites for Mobile Food Vendors:

1. **Warrenton Aquatic and Recreation Facility**, 800 Waterloo Rd, Warrenton, VA 20186 - Parking Area
2. **Rady Park**, 725 Fauquier Road, Warrenton, VA 20186 - Parking Area
3. **Dog Park**, 101 S. Fifth Street, Warrenton, VA 20186 – Parking Area

For more information on these park facilities, go to <http://bit.ly/w-town-parks>

Exceptions to Permitting

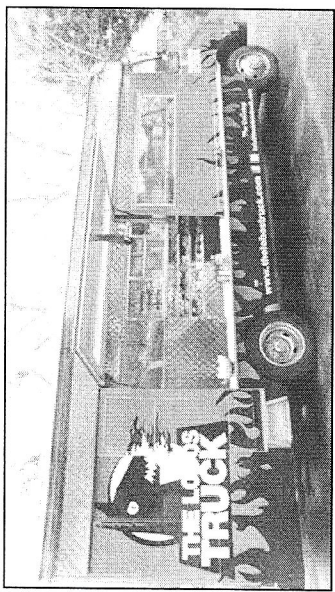
As stated in Section 9-24.1 of the Zoning Ordinance, **Mobile Food Vendor permits do not extend to special events.** You must be specifically authorized to sell at certain events.

Mobile Food Vendors **may not operate** in designated Public Parks during special events, athletic meets, and tournaments **without express permission** from the Department of Parks and Recreation events coordinator.

Possession of an annual permit does not guarantee a Mobile Food Vendor will be granted permission during special events.

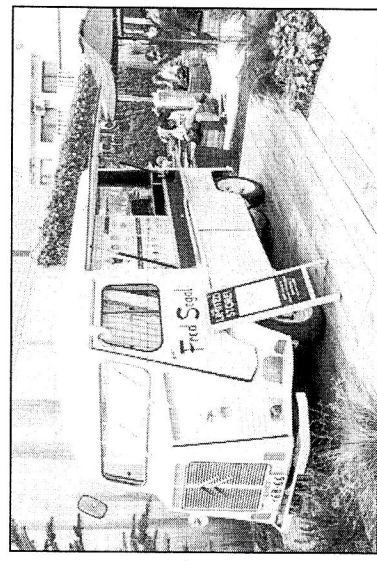
It is the sole discretion of the events coordinator which Mobile Food Vendors may have access to events. It is the responsibility of the Mobile Food Vendor to stay informed of restricted events.

The Warrenton Mobile Food Vendor Program will be reviewed in its entirety one year after its adoption by the Town Council.

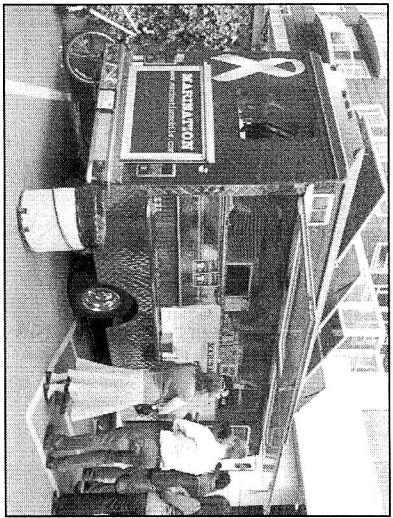


Town of Warrenton
MOBILE FOOD VENDORS

A guidance document for the Mobile Food Vendor Program



Vending Permit Application Process
Designated Public Sites
Program Fees



Application Process

Here's what's needed:

1. A **Health Permit** from the Virginia Department of Health;
2. Proof of Current **Fire Inspection**;
3. Statement of **Authorization from the property owner** or their agent if operating on private property;
4. **Certificate of Insurance** (see Article 9-24.9 of the Zoning Ordinance);
5. Signed Policies and Procedures Program **Compliance Form** (last page of this brochure);
6. **Fees paid** in full (see chart below); and
7. **Itinerant Merchant License**. Issued by the Town of Warrenton Finance Department.
8. **Completed Meals Tax Registration**. Filed with Finance Department

Fees	Department /Agency	Cost
Itinerant Merchant (per vendor)	Town Finance Department	\$500
Meals Tax (per vendor)		6%, Remit monthly
Annual Health Permit Fee (per vehicle)	V/A Department of Health (County)	Varies
Total		\$500

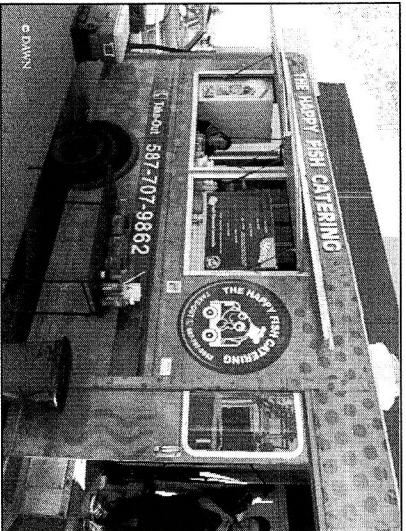
Program Fees

Itinerant Merchant License Fee. The business license fee for Mobile Food Vendors is an annual flat fee and cannot be refunded. The business license fee for the first year is due at the time of application. Business License Renewal applications will be mailed each year and are due by March 1st. The annual business license fee is due by June 30th.

Meals Tax. Mobile Food Vendors are required to collect Meals Tax on all applicable food and beverage sales at a rate of 6% and remit to the Town on a monthly basis. The Meals Tax return and payment are due on the 20th of the month following the month in which the tax was collected.

Virginia Department of Health Permit. The Virginia Department of Health requires permits for many types of businesses, such as mobile food establishments and temporary events. Contact the Virginia Department of Health for all permitting requirements.

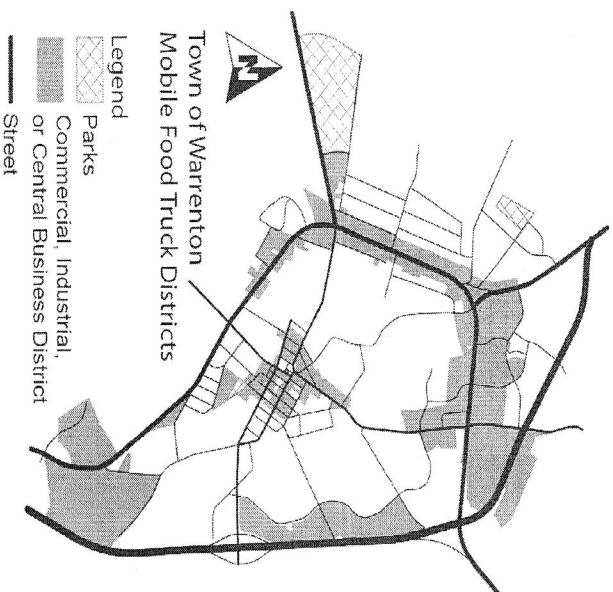
Mobile Food Vendors are required to comply with all other applicable local, state, and federal taxes, including remittance of Sales Tax in accordance with state law.



Operation Requirements

Mobile Food Vendors must:

1. Be on an improved parking area & have the written consent of the property owner.
2. Must fit in the allowed public parking area.
3. Not be within 10 feet of a crosswalk, bus stop, intersection, driveway, or handicapped space; nor within a designated loading zone or fire lane.
4. Comply with the vending hours of 8 AM to 9 PM. Vehicles left after hours may be towed.
5. Be at least 5 feet from right-of-way/entrances.
6. Have at least 3 feet clearance around the vehicle.
7. Have accessibility to restrooms.
8. Maintain a minimum distance of (a) 100 feet from any district that does not allow restaurants;
9. 50 feet from a restaurant or provide a letter of "no objection"; (c) 25 feet from any other permitted Vendor.
10. Provide wheel chocks for vehicle when stopped.
11. Provide a type "K" extinguisher within the truck when cooking with grease.



Town of Remington Website Terms of Service

TERMS & CONDITIONS

Please read this Terms of Service (“Terms,” “Terms of Service”) carefully before using the Town of Remington Website (www.remington-va.gov) (the “Website”) operated by the Town of Remington, located in Virginia, United States (“us,” “we,” “our”), as these Terms of Service contain important information regarding limitations of our liability.

Individuals who use the Website to access information, post comments and content, and for any other means are referred to herein as “you” and “your.” Your access to and use of this Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users, and others who wish to access and use the Website.

By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have our permission to access or use the Website.

COMMENTS AND UPLOADING CONTENT

By submitting a comment or uploading content onto this Website, you grant the Town of Remington a worldwide, non-exclusive, perpetual, royalty-free license to reproduce, publish, and distribute the comment or content.

When you make a comment or upload any content onto this Website, you agree that such comment or content may be viewed by other parties and it is your responsibility to ensure that the comment or content does not contain any confidential or proprietary information.

You are also responsible for ensuring that your content or comment does not violate any laws, rules, or regulations. We reserve the right to remove any content or comment at any time in our sole discretion.

The following is a non-exhaustive list of types of content or comments that you are prohibited from posting on our Website:

- Content that harasses others;
- Content that is discriminatory or offensive;
- Swearing, name-calling, and otherwise abusive content;
- Pornographic and sexually explicit content;
- Content displaying, depicting, or suggesting violence;
- Content that exploits or abuses children;
- Content encouraging or committing illegal acts;
- Content sharing personal information without consent;
- Content infringing on someone’s rights, including intellectual property rights;
- Content advertising products or services without our permission;
- Content whose purpose is spamming others.

PROHIBITED USES

You agree that you will use this Website in accordance with all applicable laws, rules, regulations, and these Terms at all times.

The following is a non-exhaustive list of prohibited uses of this Website. You agree that you will not perform any of the following prohibited uses:

- 1) Impersonating or attempting to impersonate the Town of Remington or its employees, representatives, subsidiaries, or divisions;
- 2) Misrepresenting your identity or affiliation with any person or entity;
- 3) Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail, or any similar material;
- 4) Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Website, or which may harm us or the users of this Website or expose us or other users to liability;
- 5) Using the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with another party's use of the Website;
- 6) Using any robot, spider, or other similar automatic technology, process, or means to access or use the Website for any purpose, including monitoring or copying any material on this Website;
- 7) Using any manual process or means to monitor or copy any material on this Website or for any unauthorized purpose;
- 8) Using any device, software, means, or routine that interferes with the proper working of the Website, including but not limited to viruses, trojan horses, worms, logic bombs, or other harmful materials;
- 9) Attempting to gain unauthorized access to, interfering with, damaging, or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer, or database connected to the Website;
- 10) Attempting to attack or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack;
- 11) Otherwise attempting to interfere with the proper working of the Website;
- 12) Using the Website in any way that violates any applicable federal, state, or local laws, rules, or regulations.

NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS." NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE.

AVAILABILITY, ERRORS AND INACCURACIES

We assume no liability for the availability, errors, or inaccuracies of the information, products, or services provided on this Website. We may experience delays in updating information on this Website and in our advertising on other websites.

DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL THE TOWN OF REMINGTON BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO, DISPLAY OF, OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE UPON OPINIONS OR INFORMATION APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEBSITE, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES, OR OTHERWISE, EVEN IF THE TOWN OF REMINGTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN YOU AND US. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF THE TOWN OF REMINGTON.

LINKS TO THIRD PARTY WEBSITES

This Website may contain hyperlinks to websites operated by third parties and not by us. We provide such hyperlinks for your reference only. We do not control such websites and are not responsible for their contents, privacy policies, or other practices of such websites. Further, it is your responsibility to take precautions to ensure that whatever links you click on or software that you download, whether from this Website or other websites or applications, is free of viruses, worms, trojan horses, defects, or other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

INTELLECTUAL PROPERTY AND CLAIMS

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If you are aware of a potential infringement of our intellectual property, please contact us at rbrinson@remington-va.gov.

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Website infringes on the copyright, trademark, or other intellectual property rights of any person or entity.

If you believe in good faith that the Content infringes on your intellectual property rights, you or your agent may send us a written notice of such infringement titled "Infringement of Intellectual Property Rights – Digital Millennium Copyright Act (DMCA)." Your notice to us must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
2. A description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists or a copy of the work;
3. Your name, email address, mailing address, and telephone number; and
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent, or the law.

Please note that we will not process your complaint if it is not properly completed or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys' fees, for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by Content on this Website.

You may submit your claim to us by contacting:

Town of Remington
Town Administrator
105 East Main Street
Remington, Virginia 22734
Phone: 540-439-3220

GOVERNING LAW, SEVERABILITY, DISPUTE RESOLUTION AND VENUE

These Terms shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE UNIFORM COMMERCIAL CODE, OR INCOTERMS.

Our failure to enforce any right or provision of these Terms shall not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms shall remain in full force and effect. These Terms constitute the entire agreement between you and the Town of Remington regarding the Website and supersede and replace any prior agreements we may have had with you regarding the Website.

Any controversy or claim arising out of or relating to these Terms, including but not limited to the interpretation or breach thereof, shall be resolved in a court of competent jurisdiction in Fauquier County, Virginia.

YOU AND THE TOWN OF REMINGTON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

CHANGES TO TERMS OF SERVICE

We reserve the right to make changes to these Terms of Service at any time. We will notify users at least 7 days in advance by posting updated terms on the Website.

QUESTIONS

If you have any questions about our Terms of Service, please contact us using the contact information above.

DRAFT

[TOWN SEAL]

NOTICE OF PROPERTY CODE VIOLATION

[DATE]

By First Class Mail/Certified Mail

[Property Owner]
[Address]

Re: [Address and Relevant Code Section] – Possible Legal Action

Dear _____,

The Town of Remington is issuing this Notice of Property Code Violation to inform you that you are currently in violation of Town Code Sections _____ as result of the shed structure on your property that is in a state of disrepair and your failure to remove junk and debris from the property, as shown in the photographs attached to this notice. I have enclosed a copy of the applicable code sections for your consideration.

The Town is requiring the following corrective action in order to bring the property into compliance: _____.

If you fail to correct these violations within 15 days of the date of this letter, the Town is prepared to proceed with legal action as authorized by the Town Code. In order to avoid legal action, you must take the necessary corrective action to abate these violations or take substantial steps to abate the violations including, but not limited to, obtaining all required and necessary permits and inspections. In addition, please contact me immediately upon receipt of this letter to provide assurance and proof that you have corrected, or are working to correct, the above-mentioned code violations.

Your immediate attention to this matter is required. I trust that you will take the necessary steps to bring the property into compliance in order to avoid legal action.

Sincerely,

Rachael Brinson,
Town Administrator