

FREDERICKSBURG  
**ECONOMIC**  
**DEVELOPMENT**  
AUTHORITY

601 Caroline Street, Suite 303  
Fredericksburg, VA 22401

(540) 372-1216  
(540) 372-6587 Fax

**Monday, April 13, 2026**  
**8:30 a.m. • EDA Regular Meeting**  
**FXBG City Center, First Floor**  
**Visitor Center Conference Room**  
**601 Caroline St.**  
**Fredericksburg, VA 22401**

1. Call to Order – Chair Schatz
2. Determination of Quorum
3. Approval of the Agenda
4. Public Comments
5. Fredericksburg Main Street Downtown Summer Nights Retail Activation Program Proposal – Chris Allen, Fredericksburg Main Street
6. Approval of Minutes  
Regular Meeting Minutes of March 9, 2026
7. Treasurer’s Report  
EDA Budget Update March 2026
8. Old Business
  - a. InvestFXBG Loan Program Discussion – Josh Summits
  - b. Recruitment & Retention Housing Program – Chair Schatz
9. New Business  
Commercial Sponsorship Agreement Marine Corps Marathon Organization – Josh Summits
10. Committee & Liaison Reports
  - a. City Relations Committee – Mitzi Brown & Meredith Schatz
  - b. InvestFXBG Loan Committee – Anita Crossfield & Evan Sullivan
  - c. Parking Improvement – Kevin Hughes & Eugeny Mikityuk
  - d. Strategic Investments – Tom Wack & Evan Sullivan
  - e. Workforce Development – Mitzi Brown & Meredith Schatz
  - f. Tourism – Anita Crossfield & Eugeny Mikityuk
  - g. Main Street – Mitzi Brown & Meredith Schatz
  - h. Marketing & Promotions – Eugeny Mikityuk
  - i. Business Relations – Meredith Schatz & Anita Crossfield
11. Staff Report
12. Chair’s Report

13. Board Member Comments

14. Adjournment – Next Meeting, May 11, 2026



## **Downtown Summer Nights**

### **Retail Activation Program Wednesdays | June 3 – September 9, 2026**

#### **Program Overview**

Fredericksburg Main Street proposes the launch of Downtown Summer Nights, a coordinated midweek activation initiative designed to increase foot traffic, extend visitor dwell time, and drive direct economic impact for downtown businesses.

This program builds upon the 2025 “Twilight in Downtown” pilot and aligns four key elements:

- Extended retail hours (open until at least 7:00 PM)
- Expanded restaurant happy hours (through 7:00 PM)
- Live acoustic music/activations throughout downtown (3:00–7:00 PM)
- The Wednesday evening Farmers Market

While foot traffic already exists during this time, many retail businesses are closed during peak evening hours. This initiative is designed to convert existing visitation into increased sales and engagement.

To ensure strong and consistent participation, Fredericksburg Main Street is proposing a *Retail Activation Program*, funded in partnership with the Economic Development Authority.

The public facing marketing of this series would also be promoted “in partnership with the Fredericksburg Economic Development Authority.

#### **Program Purpose**

The purpose of this program is to:

- Increase retail participation during evening hours
- Encourage consistent and reliable extended hours across downtown midweek
- Support small businesses in offsetting the cost of additional staffing
- Strengthen midweek economic activity
- Establish long-term customer behavior around evening shopping

## Program Structure

### Program Type

Reimbursable funding, administered by Fredericksburg Main Street, provided at the conclusion of the program.

### Funding Amount

- \$900 per participating business
- Based on:
  - 2 employees
  - \$15/hour
  - 2 hours per week (5:00 PM – 7:00 PM)
  - 15 weeks total

### Business Reimbursement Terms

- Businesses must complete all 15 program weeks to receive reimbursement
- Reimbursement will be issued at the conclusion of the program period
- No partial payments will be issued for incomplete participation

### Eligibility Requirements

To qualify for the Downtown Summer Nights Retail Activation funding, businesses must:

1. Be a brick-and-mortar **retail** business located within Downtown Fredericksburg
2. Be open to the public during normal business operations
3. Commit to remaining open until at least 7:00 PM every Wednesday during the program period
4. Participate in **all 15 weeks** of the program
5. Maintain regular business operations during extended hours (not limited or reduced service)
6. Participate in joint EDA and FMS surveys regarding program
7. Submit required documentation at the end of the program

### Participation Expectations

Participating businesses are expected to:

- Be fully open and staffed from 5:00 PM – 7:00 PM each Wednesday from June 3rd through September 9th
- Provide a welcoming and engaging customer experience
- Remain consistent and reliable throughout the full duration of the program

Businesses will also be encouraged (but not required) to:

- Offer promotions or specials
- Create in-store experiences or activations
- Enhance storefront visibility during program hours

## **Application & Selection Process**

Due to limited funding, not all eligible businesses *may* be selected to participate.

Fredericksburg Main Street will utilize a structured selection process to ensure the program delivers the greatest overall impact for downtown.

## **Selection Criteria**

Applications will be evaluated based on the following factors:

### **1. Retail Priority**

Preference will be given to retail businesses, as they represent the greatest opportunity for increased evening economic activity.

### **2. Geographic Distribution**

Priority will be given to businesses located in areas of downtown that would benefit from increased activation, ensuring a well-distributed and vibrant district experience.

### **3. Activation Commitment**

Preference will be given to businesses that intend to actively engage customers during extended hours through promotions, experiences, or enhanced in-store activity.

### **4. First-Time Participants (Optional Consideration)**

A portion of grant funding may be allocated to businesses that have not previously participated in extended-hours initiatives, expanding program reach.

## Funding Request

Fredericksburg Main Street is requesting EDA support to fund this program.

## Estimated Budget

Category	Amount
20 Businesses @ \$900	\$18,000
Administrative / Contingency	\$2,000
<b>Total Request</b>	<b>\$20,000</b>

*Program scale can be adjusted based on available funding.*

## Program Administration

Fredericksburg Main Street will be responsible for:

- Managing the application and selection process
- Communicating expectations to participating businesses
- Coordinating marketing and promotion of the program
- Tracking participation and program performance
- Administering reimbursement distribution
- Fredericksburg Main Street will return any undispersed funds back to the EDA

## Marketing & Promotion

Downtown Summer Nights will be promoted as a weekly, destination-driven experience, in partnership with the Economic Development Authority.

Marketing efforts will include:

- Paid social media advertising targeting a 50-mile radius
- Email marketing campaigns
- A dedicated landing page on the Fredericksburg Main Street website
- Weekly promotion of participating businesses
- Collaboration with local media and/or influencers
- On-site signage and branding throughout downtown

## **Measurement & Outcomes**

Program success will be evaluated through:

- Number of participating businesses
- Consistency of extended hours across downtown
- Foot traffic data via Placer.ai
- Business feedback on sales and customer engagement through surveys
- Overall perception of downtown as an evening destination

## **Long-Term Vision**

This program is designed as a catalyst for long-term change.

- Year 1 (2026): Incentivize participation and establish consistency
- Year 2 (2027): Reduce reliance on subsidy
- Year 3 (2028): Establish a sustainable culture of extended retail hours

Downtown Summer Nights is not an event, it is an economic development strategy.

Fredericksburg already experiences strong foot traffic during Wednesday evenings. This program ensures that businesses are open, staffed, and positioned to capture that activity.

By investing in this initiative, the EDA is directly supporting small businesses, increasing economic activity, and strengthening downtown Fredericksburg as a vibrant, weeknight destination.

The public facing marketing of this series would also be promoted “in partnership with the Fredericksburg Economic Development Authority.

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**ECONOMIC DEVELOPMENT AUTHORITY (EDA) MINUTES**

**Monday, March 9, 2026**  
**8:30 a.m. • Regular Meeting**  
**FXBG City Center, First Floor**  
**Visitor Center Exhibit Room/Auditorium**  
**601 Caroline St.**  
**Fredericksburg, VA 22401**

The Economic Development Authority of the City of Fredericksburg, Virginia met in regular session on Monday, March 9, 2026, at 8:33 a.m. at the FXBG City Center, Visitor Center Exhibit Room/Auditorium, 601 Caroline St., Fredericksburg, VA 22401.

**EDA MEMBERS PRESENT.** Meredith Schatz, Chair presiding. Anita Crossfield, Kevin Hughes, Eugeny Mikityuk, Evan Sullivan, and Mitzi Brown (via phone).

**ABSENT.** Tom Wack.

**ALSO PRESENT.** Madeline McMahon; **VICTUS Advisors:** Walter Franklin; **Juicebox and Confetti;** Kendra Campbell; **Hyperbole:** John Simms; **Fredericksburg Main Street:** Chris Allen, Executive Director; **FXBG 300th Blue Ribbon Steering Committee:** Beth Black; M.C. Morris; **EDA Counsel:** Jackson Key; **EDA Assistant,** Jordan Seurattan, **Department of Economic Development and Tourism:** Josh Summits, Director; Amy Peregoy, Economic Development Manager; Victoria Matthews, Tourism Stadium and Sales Manager.

**DETERMINATION OF QUORUM.** Anita Crossfield.

**APPROVAL OF AGENDA.**

**MOTION** by Kevin Hughes, seconded by Anita Crossfield, agenda was approved: **Ayes (6); Nays (0); Absent from Meeting (1-Wack).**

**PUBLIC COMMENTS.**

Ms. Kendra Campbell introduced herself and her business, Juice Box and Confetti, which focuses on family playdates. She also outlined her initiative, Activate Fredericksburg, which aims to repurpose underutilized spaces for small business owners. Ms. Campbell presented an idea for a "prom do-over" to the Economic Development Authority and expressed interest in a potential partnership. The proposed fundraiser would generate funds for start-up or scaling businesses, as well as property managers seeking to refresh spaces for repurposing.

### ***PRESENTATION – Fredericksburg 300th Blue Ribbon Steering Committee***

Ms. Black, Chair of the Fredericksburg 300th Blue Ribbon Steering Committee, provided a comprehensive overview of the forthcoming anniversary celebration initiatives to the Economic Development Authority (EDA) members. Ms. Black reported that the committee has formulated an array of activities aimed at fostering community engagement and commemorating Fredericksburg's significant milestone. Ms. Black emphasized the Committee's commitment to providing all city-sponsored events at no cost to its residents, noting however, that this objective will necessitate a robust and proactive fundraising campaign. Key initiatives for the 300th anniversary celebration include community engagement through dialogues and historical investigations, sports collaborations, legacy projects, a Rappahannock River Party, a potential Guinness World Record attempt, broad partnerships with over 55 organizations, cultural events like a Juneteenth festival and a commemorative stamp, and multifaceted youth programming.

Ms. Black highlighted that funding would come from public, private, and corporate entities, with an unwavering dedication to prudent fiscal management. Ms. Black told EDA members that the Committee was not seeking a financial contribution at this time, however, EDA participation and/or support for established programs is welcome and would be appreciated. Following questions from EDA members, Ms. Black emphasized that the committee is actively fostering collaborations with a variety of stakeholders, including the University of Mary Washington, and expressly welcomes contributions and ideas from the public.

### ***PRESENTATION – VICTUS Advisors Sports Tourism Feasibility Study Final Report***

Mr. Walter Franklin, representing VICTUS Advisors, presented the findings of a comprehensive sports tourism and feasibility study for Fredericksburg commissioned by city staff and the EDA. The study, encompassing two phases, highlighted the significant untapped potential of youth and amateur sports tourism, identified as a resilient industry with strong growth post-COVID. VICTUS Advisors analyzed the Fredericksburg market, examining its strengths, including a prime I-95 corridor location, natural assets, and existing tourism reputation, alongside weaknesses such as the lack of a true sports tourism-caliber facility.

Mr. Franklin highlighted that the study determined an indoor sports center would offer the most economic impact, recommending a facility with at least eight multi-use courts convertible for basketball, volleyball, wrestling, and other events. A significant demand for an indoor track facility was also identified, particularly within the Washington MSA, which currently lacks such amenities. The report suggests a facility that can accommodate a removable track, allowing for year-round usage for various sports and events.

VICTUS' recommendations include leveraging the I-95 location for broad regional draw, developing a distinct brand identity for sports tourism, aligning facility specifications with operator requirements for versatility, strategically phasing development, and integrating sports tourism with existing community and tourism objectives. The study projected substantial economic impact, including significant tax revenue and hotel room nights, though it cautioned that most sports tourism facilities operate near break-even or at a loss, emphasizing the importance of effective management and potential revenue streams like naming rights and parking fees.

Regarding potential sites, the "Baseball site," as referenced in the full report, was initially favored due to its proximity to hotels, retail, attractions, and highway access, while the "Battlefield site" was less ideal due to a lack of nearby amenities. The study also explored outdoor and aquatic facilities, noting that while there is demand for outdoor adventure sports and aquatic events, the economic impact from these is generally less significant compared to indoor multi-sport facilities, and aquatic centers often operate at a considerable financial loss. Mr. Franklin provided an extensive overview of construction costs for similar facilities and addressed concerns about proximity to commercial airports, concluding that Fredericksburg's strategic I-95 location makes it an advantageous destination for driving-distance participants.

### ***APPROVAL OF MINUTES.***

***MOTION*** by Kevin Hughes, seconded by Anita Crossfield for the regular meeting minutes from February 9, 2026 were approved: Ayes (6); Nays (0); Absent from Meeting (1-Wack).

## ***TREASURER'S REPORT.***

Mr. Hughes reported all scheduled loan payments for the FXBG Loan Program have been made on time. A refund of \$14,000 from a Sports Tourism event was received, though it is anticipated that these funds may be reallocated for a future event. Mr. Hughes is still awaiting updated interest rates for CDs from Shore United Bank and has spoken with their team regarding this matter. Lastly, bank account signatory information has been updated to include Tom Wack, and debit cards will be issued to the Chair and Josh Summits, EDT Director.

## ***OLD BUSINESS.***

### ***a. InvestFXBG Loan Program – Josh Summits***

Mr. Summits reported on the ongoing development of diversified and specialized loan programs for small businesses, aiming to fill gaps in traditional banking practices and leverage existing partnerships. Two new proposed programs were detailed: the Small Business Catalyst Fund (microloan program) and the Business Capital Growth Fund (gap financing tool). The Small Business Catalyst Fund targets startups and early-stage businesses needing smaller amounts for operational capital, machinery, or facade improvements, with loan limits from \$5,000 to \$25,000, requiring some equity from the applicant. The Business Capital Growth Fund is designed for larger projects, including real estate acquisition and renovation, acting as a gap financing tool to leverage private and primary lender capital. This fund has a minimum threshold of \$20,000 and can extend up to \$250,000, also requiring at least 10% cash equity.

Proposed changes to the credit policy were also reviewed, including updated application processes, borrowing limits, and the establishment of a Loan Review Committee. This committee, intended to include members from the EDA and the local banking community, would review loan applications and make recommendations to the full EDA board. The structure and authority of the Loan Review Committee, including potential thresholds for approvals and the inclusion of the Treasurer and an alternate, were discussed to ensure efficient yet thorough review processes. While the microloan program is seen as filling a crucial market gap and uniquely positioning the EDA, the Business Capital Growth Fund aims to leverage other forms of capital for larger projects. The introduction of a business debt schedule and banking statements for applicants and guarantors was also proposed. The committee is expected to consider these programs for action at a future meeting.

### ***b. Economic Impact Analysis – Josh Summits***

Mr. Summits recommended that the EDA consider entering into a contract with W-ZHA, LLC, a consulting firm, for an Economic Impact Analysis for the Commercial Corridor Revitalization Phase III. This phase will build upon previous work by conducting additional financial analysis of small area plans to inform potential zoning changes and guide developer marketing efforts. W-ZHA's scope of work includes developing economic and fiscal assumptions, financial modeling that compares regional data, and scenario analysis based on five redevelopment models: a buy-write scenario (e.g., Greenbrier), a special use permit scenario, and three higher-density mixed-use scenarios. Mr. Summits noted the study will also analyze incentive structures such as Tax Increment Financing districts. The deliverables will include a comprehensive report, comparative analysis, and presentations to the EDA and potentially to City Council. The estimated cost for this phase is \$13,500, with additional fees for presentations.

***MOTION*** by Kevin Hughes, seconded by Eugeny Mikityuk to authorize the Chair to enter into a contract with W-ZHA an Economic Impact Analysis for the Commercial Corridor Revitalization Phase II: Ayes (6); Nays (0); Absent from Meeting (Wack).

## ***NEW BUSINESS.***

### ***a. Workforce Recruitment Initiative – Chair Schatz***

Chair Schatz provided an update to EDA members on the evolving workforce recruitment strategies for first responders. The initial concept of offering household assistance for rental and down payments for

those working and living within the 22401-zip code has broadened to address both recruitment and retention challenges. This is particularly relevant given anecdotal evidence of lower teacher salaries in Fredericksburg compared to surrounding areas and the difficulty city employees face in getting to work during adverse weather due to living farther out. Chair Schatz highlighted that she and city staff had a productive conversation with Jamie Rogers, CEO of the Community Foundation for the Rappahannock, who has prior experience implementing similar programs. The plan is to establish a fund through the Community Foundation, supported by public and private entities, with the EDA being an initial funder. This fund would provide grants for rental and mortgage assistance, managed in partnership with banks. The initiative aims to be flexible, potentially integrated into recruitment discussions and acting as an incentive package, rather than a formal city budget item, allowing for broader application across departments and schools. Chair Schatz noted that next steps will involve reviewing documentation from the Community Foundation and consulting with banking partners to refine the logistical and procedural aspects of the program.

### ***COMMITTEE & LIAISON REPORTS.***

- a. City Relations Committee*** – Chair Schatz noted that the Committee is looking to meet in April.
- b. InvestFXBG Loan Committee*** – Mr. Sullivan reported that there have been no new applications submitted since the February meeting. Mr. Sullivan noted one application that was undergoing underwriting has been determined to be unlikely to proceed.
- c. Parking Improvements*** – None.
- d. Strategic Investments*** – Mr. Sullivan reported one item to be discussed in Closed Session.
- e. Workforce Development*** – None.
- f. Tourism*** – Mr. Mikityuk stated his intention to connect with the Fredericksburg 300th Blue Ribbon Committee to identify opportunities for collaboration. Mr. Summits added that EDT is hosting the Virginia Tourism Corporation's annual convening for Visitor's Center operators and is expecting over 100 attendees.
- g. Main Street*** – Ms. Brown reported that Main Street recently hosted a successful opening reception for the "Women of Main Street Portrait Gallery," which attracted over 400 attendees during First Friday and received highly positive feedback. The Design Committee is preparing for the spring installation of new planters on May 1st. Ms. Brown noted that Main Street has applied for two grants to fund the revitalization of Market Square Alley and a public art installation, with grant award notifications expected in May. The Promotions Committee is planning the Downtown Flower Festival for Saturday, May 9th, an expansion of the well-established Flower Crawl. This festival will feature live music, a photo booth bus, and other activities in Market Square and will be free to the public, distinct from the ticketed Flower Crawl.
- h. Marketing and Promotions*** – Mr. Mikityuk reported that the UMW Marketing Club has invited EDA members to attend their Mocktail Networking Mixer later this week.
- i. Business Relations*** – Adding to a previous conversation, Chair Schatz reported that she is excited by the developing relationship between the Committee and Chief Mason, Fredericksburg Police Department. Chair Schatz also noted that she learned that approximately 13 Fredericksburg Police Officers reside in 22401, with the others living 15 or more minutes outside of the city.

### ***STAFF REPORT.***

Ms. Peregoy raised several scheduling options for the upcoming Business Appreciation event, while highlighting that Small Business Week is May 3rd through May 9th and it may be prudent to correlate those events.

Ms. Seurattan presented EDA members with a list of community events for their awareness and consideration.

Mr. Summits reported that EDT is in discussion with the UMW Marketing class about a follow-up case study regarding city signage. Mr. Summits added that the EDA Night at the Fredericksburg National's Stadium will be April 17th, and EDT's Economic Development Breakfast will be March 24th at Fredericksburg Square.

**CHAIR'S REPORT.** Chair Schatz stated she did not have additional updates she planned to share, though she used this time to determine dates for the Board to tour the Jeremiah Project, at Ms. Crossfield's request.

Chair Schatz also raised the idea of establishing a community engagement committee, noting that while several existing committees touch on community engagement, a dedicated focus could be beneficial given current efforts around stakeholder awareness and EDA visibility. Mr. Summits suggested that Sonja Cantu from the City's Community Relations Office would be a good starting point for that conversation.

**MEMBER COMMENTS.**

Vice Chair, Anita Crossfield – No update.

Secretary, Mitzi Brown – No update.

Treasurer, Kevin Hughes – No update.

Mr. Wack – Absent from meeting.

Mr. Mikityuk – No update.

Mr. Sullivan – No update.

**CLOSED SESSION.**

Ms. Crossfield moved for adoption of Resolution 26-02, the Economic Development Authority of the City of Fredericksburg, Virginia convene a closed meeting pursuant to Virginia Code 2.2-3711(A)(3) for the purpose of discussion and consideration of acquisition of real property for a public purpose, specifically, parking, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Economic Development Authority of the City of Fredericksburg, Virginia.

**MOTION by Anita Crossfield, seconded by Eugeni Mikityuks: Ayes (6); Nays (0); Absent from Meeting (1 - Wack)**

Where upon the members went into closed session.

Upon coming out of closed session.

**MOTION by Anita Crossfield, seconded by Kevin Hughes: Ayes (6); Nays (0); Absent from Meeting (1 - Wack)**

**ADJOURNMENT.** There being no further business to come before the Economic Development Authority at this time, Chair Schatz declared the meeting officially adjourned at 10:53 a.m.

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Mitzi Brown, Secretary

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**RESOLUTION 26-02**  
**ECONOMIC DEVELOPMENT AUTHORITY**  
**OF THE CITY OF FREDERICKSBURG, VIRGINIA**

Proposed by: Crossfield

Seconded by: Mikityuk

**RE: RESOLUTION FOR ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF FREDERICKSBURG, VIRGINIA TO CONVENE A CLOSED MEETING UNDER THE VIRGINIA FREEDOM OF INFORMATION ACT TO DISCUSS AND CONSIDER ACQUISITION OF REAL PROPERTY FOR A PUBLIC PURPOSE.**

WHEREAS, the Virginia Freedom of Information Act authorizes public bodies to hold closed meetings for certain limited purposes.

NOW THEREFORE, BE IT RESOLVED that the Economic Development Authority of the City of Fredericksburg, Virginia convene a closed meeting pursuant to Virginia Code 2.2-3711(A)(3) for the purpose of discussion and consideration of acquisition of real property for a public purpose, specifically, parking, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Economic Development Authority of the City of Fredericksburg, Virginia.

**DATE OF ADOPTION: MARCH 9, 2026**

**VOTE: AYES: 6 NAYS: 0**

**ABSENT FROM MEETING: 1-WACK**

**CERTIFICATION:**

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***Secretary's Certificate***

*I, the undersigned, certify that I am the Secretary of the Economic Development Authority City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution No. 26-02 duly adopted at a meeting of the Economic Development Authority meeting held March 9, 2026, at which a quorum was present and voted.*

*Given under my hand and the official seal of the Economic Development Authority of the City of Fredericksburg, Virginia.*

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

\_\_\_\_\_  
*Secretary, Economic Development Authority  
of the City of Fredericksburg, Virginia*

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**RESOLUTION 26-03**  
**CERTIFICATION OF CLOSED ECONOMIC DEVELOPMENT AUTHORITY OF THE**  
**CITY OF FREDERICKSBURG, VIRGINIA MEETING**

Proposed by: Crossfield

Seconded by: Hughes

**IT IS HEREBY RESOLVED** by the Economic Development Authority of the City of Fredericksburg, Virginia, as follows:

**WHEREAS**, the Authority has this date convened a closed meeting under Virginia Code 2.2-3711(A)(3), pursuant to an affirmative recorded vote adopting **Resolution 26-02** and in accordance with the provisions of the Virginia Freedom of Information Act; and

**WHEREAS**, §2.2-3712.D of the Code of Virginia requires a certification by this Authority that such closed meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law (Chapter 37 of Title 2.2) were heard, discussed or considered in such closed meeting, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting by the Authority.

**DATE OF ADOPTION: MARCH 9, 2026**

**VOTE: AYES: 6 NAYS: 0**

**ABSENT FROM VOTE: 1-WACK**

**CERTIFICATION:**

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***Secretary's Certificate***

*I, the undersigned, certify that I am the Secretary for the Economic Development Authority of the City of Fredericksburg, Virginia, and that the foregoing is a true copy of Resolution 26-03 duly adopted at a meeting of the Economic Development Authority held on March 9, 2026, at which a quorum was present and voted.*

*Given under my hand and the official seal of the Economic Development Authority of the City of Fredericksburg, Virginia.*

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

\_\_\_\_\_  
*Secretary, Economic Development Authority  
of the City of Fredericksburg, Virginia*

**FY2026 (7.1.2025-6.30.2026) EDA Budget  
Year-to-Date as of March 31, 2026**

<b>Income</b>	<b>FY26 Budget</b>	<b>Collected/ Committed</b>	<b>Remaining</b>
Bond Issuance Fees	\$ 35,645.00	\$ 31,523.99	\$ 4,121.01
Interest Income Anticipated FY2026	\$ 35,000.00	\$ 2,901.66	\$ 32,098.34
Baseball Insurance Premium	\$ 5,000.00	\$ 5,000.00	\$ -
InvestFXBG Income (Principal + Interest)	\$ 82,900.00	\$ 175,023.30	\$ (92,123.30)
Sports Tourism Fund	\$ 150,000.00	\$ 164,000.00	\$ (14,000.00)
Visitor Center Owner-Financing	\$ 22,800.00	\$ 15,228.56	\$ 7,571.44
<b>Total Income</b>	<b>\$ 331,345.00</b>	<b>\$ 393,677.51</b>	<b>\$ (62,332.51)</b>
 <b>Operating Expenses</b>			
Legal	\$ 10,800.00	\$ 6,824.50	\$ 3,975.50
Professional Services	\$ 25,000.00	\$ 1,969.48	\$ 23,030.52
Meetings/Events	\$ 7,000.00	\$ 1,372.41	\$ 5,627.59
Audit/Accounting	\$ 2,500.00	\$ -	\$ 2,500.00
Education/Training/Advocacy	\$ 2,500.00	\$ 211.79	\$ 2,288.21
Insurance	\$ 3,500.00	\$ 2,487.00	\$ 1,013.00
Sports Tourism Fund	\$ 150,000.00	\$ 85,903.00	\$ 64,097.00
Invest FXBG Loan Program	\$ 25,000.00	\$ -	\$ 25,000.00
Grant Program	\$ 14,000.00	\$ 500.00	\$ 13,500.00
Marketing & Promotion	\$ 34,645.00	\$ 15,338.01	\$ 19,306.99
<b>SUBTOTAL</b>	<b>\$274,945.00</b>	<b>\$ 114,606.19</b>	<b>\$160,338.81</b>
 <b>Funding</b>			
General			
Opportunity Fund	\$30,700.00	\$ -	\$30,700.00
Other Funding			
Window Wonderland	\$3,200.00	\$ 3,000.00	\$200.00
FRA Entrepreneurial Ecosystem (Yr. 2 of 3)	\$5,000.00	\$ -	\$5,000.00
Prior Year Funding (FOG Program)	\$17,500.00	\$ -	\$17,500.00
Property Feasibility Study		\$ 8,342.40	-\$8,342.40
Fredericksburg Main Street		\$ 25,000.00	
RIVERE VBAF		\$ (50,000.00)	
<b>Total General Funding (incl. the Opportunity Fund)</b>	<b>\$ 56,400.00</b>	<b>\$ (13,657.60)</b>	<b>\$53,400.00</b>
<b>Total Expenditures</b>	<b>\$ 331,345.00</b>	<b>\$ 100,948.59</b>	<b>\$213,738.81</b>
<b>Revenue over Expenditures</b>	<b>\$ -</b>	<b>\$ 292,728.92</b>	

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**COMMERCIAL SPONSORSHIP AGREEMENT  
BETWEEN  
Marine Corps Marathon Organization  
AND  
Fredericksburg Economic Development Authority**

Agreement No. 26.0210.03U

This Agreement is made and entered into by and between the Marine Corps Marathon Organization (MCMO), P.O. Box 188, Quantico, VA, 22134-0188, hereinafter referred to as "MCMO" or "Organizer" and Fredericksburg Economic Development Authority (601 Caroline Street, Suite 303, Fredericksburg, VA 22401), hereinafter referred to as "Sponsor."

1. Content. This Agreement consists of the following:
  - a. Commercial Sponsorship Agreement, seven pages
  - b. Attachment A, MCMO Event Definitions, one page
  - c. Attachment B, Use of Trademarks and Service Marks, one page
  
2. Definitions. As used throughout this agreement, the following terms shall have the meaning set out below:
  - a. "Agreement" refers to this Commercial Sponsorship Agreement to include written modification(s) thereto.
  - b. "Commercial Sponsorship Coordinator" is a person authorized in writing to execute and administer this agreement on behalf of the Organizer.
  - c. "Organizer" refers to the Marine Corps Marathon Organization, i.e., MCMO.
  - d. "Sponsor" means the individual, partnership, or corporation or other non-federal entity, which is a party to this agreement, in this case, Fredericksburg Economic Development & Tourism.
  - e. "Event" refers to the specific MCMO athletic activity and all associated programming, either live, in person or virtual, meaning registered participants complete the required distance within the dictated timelines on a course of the individual's choosing. Detailed event definitions are outlined on Attachment A.



O | 703.432.1148  
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mcmcustomerservice@usmc-mccs.org  
www.MarineMarathon.com



3399 Russell Road  
P.O. Box 188  
Quantico, VA 22134

3. Scope. Organizer has the right to organize and conduct the Marine Corps Historic Half (see schedule in Attachment A) and all associated programming virtually or in person. Sponsor has agreed to provide in-kind and/or financial support for the Event in exchange for certain promotional rights to be provided by Organizer. Subject to the terms of this Agreement, Sponsor shall have the right to use designated Marine Corps Marathon Organization trademarks/service marks (MCMO Marks) (identified in Attachment B) in non-commercially related Event advertising and promotional activities as established by the terms of this Agreement.

4. Organizer Event Responsibilities. Organizer shall provide:

a. Non-exclusive, non-commercial, non-transferable use of MCMO Marks associated with Historic Half shown in Attachment B; provided that each such use is in accordance with the terms and conditions of this Agreement. **Note: Use of the term "official" in relation to or associated with the Event/MCMO/United States Marine Corps is not permitted in any sales brochures or other promotional materials.**

b. Rights to produce and distribute free promotional giveaways which contain MCMO Marks (hereinafter "Event-Related Giveaway(s)"); provided, however, the manufacturer/source of any Event-Related Giveaway(s) must be a United States Marine Corps Trademark Licensing Office ("TMLO") licensee authorized to manufacture/source the Event-Related Giveaway(s). Such Event-Related Giveaways shall be subject to the Organizer's approval, which shall not be unreasonably withheld. Any Event-Related Giveaways related to sponsorship of this Event must bear the following disclaimer: "No federal or Marine Corps endorsement is or should be implied."

c. Placement of sponsor logo on Historic Half Sponsor recognition page of Organizer website. Sponsor to provide desired URL.

d. Four VIP invitations to Oscar Mike event. Date and Time to be provided by Organization.

e. Rights to a 10x20 expo booth at the Healthy Lifestyle expo.

5. Sponsor Responsibilities. Sponsor shall provide:

a. High-resolution EPS and JPEG versions of Sponsor logo.

b. Payment of \$25,000.00 by 30 June 2026.

6. Legal Status. MCMO is a Non-appropriated Fund Instrumentality (NAFI) of the United States Government and is a separate entity whose activities are an integral part of the

Department of Defense. Governing law under this Agreement is United States statutory and federal common law. Like Morale, Welfare, and Recreation NAFI contracts, MCMO contracts are United State contracts; however, they do not obligate appropriated funds of the United States. Because MCMO is an instrumentality of the Federal Government, non-contract claims against MCMO would be filed as claims against the Federal Government under Federal claims statutes such as the Federal Tort Claims Act. The Marine Corps Community Services maintains MCMO commercial insurance with a self-insured retention of \$1,000,000 for general liability, auto liability of workers' compensation.

7. Non-Commercial Use of Organizer's and Sponsor's Trademarks. The Organizer is the primary user and custodian of certain trademarks, trade dress, copyrights, slogans, branding, label designs, product identifications, artwork and other symbols and devices associated with MCMO products or services (hereinafter MCMO Marks), which are and shall remain the intellectual property of the U.S. Marine Corps (USMC). Sponsor is hereby authorized to make non-commercial use of certain MCMO Marks (shown in Attachment B) associated with non-commercially related advertising and promotion of the Event during the term of this Agreement; provided, however, that Organizer shall have the right to approve all such uses in advance. With respect to this, Sponsor shall submit materials to Organizer and if Organizer does not approve or reject such materials in writing within five (5) business days after certified or registered receipt thereof, then Organizer shall be deemed to have approved such materials. Sponsor agrees to comply with all written Organizer instructions (including requests to remove/cease using Organizer's MCMO Marks or other intellectual property). All uses by Sponsor of MCMO or other USMC Marks shall inure solely to the benefit of the United States Marine Corps. Sponsor shall not depict or allow Organizer, or any Organizer material or intellectual property, to be depicted in a manner that could reasonably be perceived as negative, derogatory or detrimental to the brands, name, or reputation of Organizer or the USMC.

Organizer is hereby authorized to use unmodified Sponsor logo (as provided by Sponsor), and any other unmodified Sponsor provided intellectual property, solely for the purpose of the Event. All uses by Organizer of Sponsor's trademarks shall inure solely to the benefit of Sponsor.

Upon termination or expiration of this Agreement, usage of the other party's intellectual property shall cease and neither party is entitled thereafter to use or refer to the other

party's Intellectual Property in any manner, except for usage or reference to intellectual property already incorporated into approved materials related to the Event; provided, that all use of Event approved materials must cease within thirty (30) days of the termination/expiration date of this Agreement.

8. Commercial Uses of MCMO or Other U.S. Marine Corps Trademarks/Service Marks.

**Note: MCMO and/or other United States Marine Corps trademarks and service marks including, but not limited to, those shown in Attachment B, will hereinafter, singularly or collectively, be known as "USMC Marks".**

In the event that the Sponsor is interested in using any USMC Marks on or in association with commercially available/sold goods such as, but not limited to, apparel, race gear, novelty, or other items/services (either done by Sponsor or by third parties with Sponsor's explicit or implicit permission, consent or endorsement), the Sponsor shall communicate this interest to the Marine Corps' Trademark Licensing Office ("TMLO") by email to: [trademark\\_licensing@usmc.mil](mailto:trademark_licensing@usmc.mil).

**NOTE: No commercial use of USMC Marks is authorized without first obtaining a fully executed TMLO license (TMLO License), and each authorized use must be in compliance with the terms and conditions of such TMLO License and of this Agreement. The TMLO License shall take precedence over any conflict between the TMLO License and this Agreement.**

9. If Sponsor manufactures or causes to be manufactured its own Event-Related Giveaways, Sponsor represents and warrants that such merchandise shall be free from known defects and merchantable and fit for its particular purpose. Sponsor shall indemnify and hold harmless Organizer, the United States Government, the United States Marine Corps, its officers, employees, successors and assignees from any claims, damages, liabilities, losses, government proceedings, costs, and expenses, including reasonable attorney's fees and costs of suit, arising out of the failure of this warranty. In any agreement between Sponsor and any third party relating to the manufacture, distribution, or promotion of Sponsor's Event-Related Giveaways or otherwise relating to the Event, Sponsor agrees that such agreement will contain a clause substantially similar to the following:

"[Third Party/Manufacturer] will look solely to [Sponsor's Name] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party/Manufacturer] hereby covenants that it will not assert any claim against or look to the Organizer, the United States Government, the United States Marine Corps, its officers, employees, or representatives for satisfaction of any such obligation or claim."

10. Warranties.

a. Organizer represents and warrants that:

(1) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

(2) Organizer's trademarks do not infringe the trademarks or trade names or other rights of any other person;

(3) It has all authorizations necessary to conduct the Event as contemplated under this Agreement;

(4) It will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

b. Sponsor represents and warrants that:

(1) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

(2) Sponsor's intellectual property (including, but not limited to, trademarks) does not infringe or misappropriate the intellectual property rights (including but not limited to trademarks or trade names), privacy rights or publicity rights or any other rights of any third party.

(3) It has all government licenses, permits, or other authorizations necessary to conduct its business including its Event-related efforts.

11. Indemnity. Sponsor will indemnify, defend, and hold harmless the Organizer, the U.S. Government, U.S. Marine Corps, and their officers and employees, agents, successors, and assignees, for any breach of this Agreement by Sponsor or from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of: (i) any alleged or actual breach of this Agreement; (ii) the inaccuracy of any warranty or representation made by Sponsor

herein; or (iii) any negligent act or omission by Sponsor in the performance of this Agreement or the purposes hereof.

12. Insurance. City of Fredericksburg shall obtain and maintain, for the Healthy Lifestyle Expo 10x20 booth activation during the Event, at its own expense, a standard Comprehensive General Liability Policy written by an insurance company, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate acceptable to MCMO. This policy shall: (i) specifically cover such party's incidental contractual obligations; and (ii) list the Organizer, the U.S. Government, the U.S. Marine Corps, and their officers and employees, agents, successors, and assignees as additional insureds. Such insurance shall be in a form reasonably acceptable to Organizer and shall require the insurer to give the other at least 30 days' prior written notice of any modification or cancellation. If requested, City of Fredericksburg shall provide Organizer with a Certificate of Insurance or other acceptable evidence of coverage within 30 days following the execution of this Agreement.

13. Term and Termination. This Agreement shall commence as of the date signed by the Government and shall continue until January 31 of the year following the execution date of the current agreement in effect, i.e., the year following the base year, and the year following the execution year of any option year agreement renewed in accordance with this Agreement. Any party may immediately terminate this agreement upon a material breach of any terms or conditions hereof, or by giving 30 days' written notice to the other party. In the event of immediate termination, Sponsor shall have ten (10) business days following termination to settle accounts and return merchandise.

14. Operational Disputes. Except as otherwise provided in this Agreement, any operational disagreements pertaining to the Event that are not disposed of by consensus among the parties shall be decided by MCMO. This does not preclude either party from pursuing any remedy otherwise afforded by law or equity.

15. The U.S. Marine Corps, as with any other Federal agency, may not officially endorse any private company, sponsor, or their products or services, and Sponsor shall not state or imply such an endorsement.

16. Force Majeure. No party shall be responsible for events beyond its reasonable control such as acts of God or of the public enemy, weather delays or other natural catastrophes, epidemics, quarantine restrictions, Government restrictions, or

unforeseen commercial delays. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the party. If the Event is postponed due to inclement weather or other conditions beyond the Organizer's control, it may be rescheduled for another time. Sponsor shall then be entitled to, and the Organizer agrees to give the Sponsor, all of the advertising and sponsorship rights set forth herein at no additional charge to the Sponsor.

17. Entire Agreement. This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications, or representations whether oral or written. This Agreement may not be amended altered, modified, or changed, except by written agreement signed by both parties hereto.

18. Payment. Preferred method of payment is electronic funds transfer (EFT). Directions to execute an EFT will be provided upon request. Please advise Organizer of your intended method of payment upon signing of this document.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed.

Sponsor:

Organizer:

\_\_\_\_\_

Angela Anderson

Name (print)

Name (print)

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

MCMO Deputy Director

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**ATTACHMENT A: MCMO EVENT DEFINITIONS**

- a. "Live Event" refers to the running event organized by the MCMO and hosted in person within guidelines for mass gatherings.
- b. "Virtual Event" refers to the distance challenge and window of eligible participation established by MCMO for the individual to complete at location of runner's choosing within dates defined by MCMO.
- c. "Historic Half" refers to the 13.1 mile run in May 2026 to be hosted in Fredericksburg on May 17, 2026.
- d. "SemperFred 5K" refers to the 5K run in May 26 to be hosted in Fredericksburg on May 16, 2026. "sprit de Corps" is the challenge where runners have to complete the SemperFred 5K and the MCHH.
- e. "Event website" refers to the URL-[www.marinemarathon.com](http://www.marinemarathon.com). Site content is maintained by Marine Corps Marathon with assistance of a third-party programmer.
- f. "Packet Pick-up" refers to the event in which runners officially check-in to receive their bibs and event t-shirt. It is held days before the event at a local venue.
- g. "Start Area" refers to the physical location as designated by the Marine Corps Marathon Organization and certified by USATF.
- h. "Finish area" refers to the physical location in and around the Event location and might include tents, equipment, etc., which may be manned by government personnel and/or private organizations for the purpose of facilitating Event Day activities associated with the Event.
- i. "Finish Festival" refers to the physical location which includes post-event runner support services, vendor booths and entertainment. Rights to utilize this space are secured through the City and/or relevant entities. Food-related vendors must file a temporary food service permit

## ATTACHMENT B: Use of Trademarks and Service Marks

1. Any and all goods and/or services bearing USMC Marks, either done by Sponsor or by third parties with Sponsor's explicit or implicit permission, consent or endorsement, that, in the MCMO's/TMLO's opinion, violate any of the terms of this Agreement, a related TMLO License, or 10 U.S.C. § 7881 shall be subject to immediate seizure, removal and disposal by agents of MCMO/TMLO, by means determined by the MCMO/TMLO. No compensation to Sponsor or said third parties shall be provided for said seizure, removal or disposal. No cause of action for said seizure, removal and disposal shall be had by Sponsor or any third party in a court of law or otherwise.

2. Sponsor may not advertise that its products or services are "official" or officially sanctioned or endorsed by the Marine Corps Marathon, MCMO, the United States Marine Corps or any other DoD entity.

3. The United States Marine Corps is the owner of trademarks and/or service marks including Event/MCMO Marks, some of which are registered with the United States Patent and Trademark Office. These trademarks include, but are not limited to, the following:

- 1) MARINE CORPS MARATHON®,
- 2) THE PEOPLE'S MARATHON®,
- 3) MARINE MARATHON™,
- 4) MCM®,
- 5) Marine Corps Historic Half (word and logo marks)
- 6) MCM KIDS RUN
- 7) Marine Corps 17.75K
- 8) Quantico 12K (logo)
- 9) Semper Fred 5K



4. All uses of USMC Marks must comply with the terms of this Commercial Sponsorship Agreement and/or any applicable Marine Corps Trademark Licensing Office License agreement. The TMLO License shall take precedence over any conflict between the TMLO License and this Agreement.