



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF WARRENTON AND
EXPERIENCE OLD TOWN WARRENTON**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of February 28, 2025 (the “Effective Date”), by the Town of Warrenton (hereinafter referred to as the “Town”) and Experience Old Town Warrenton, Inc., a Virginia Corporation organized under section 501(c)(3) of the Internal Revenue Code (hereinafter referred to as “EOTW”), each a “Party” to this MOU and collectively the “Parties.”

WHEREAS, the Town is recognized as a designated “Virginia Main Street Community” by the Virginia Department of Housing and Community Development (“DHCD”), and desires to retain that designation; and

WHEREAS, the Town desires to develop a “Main Street Program” that will take full advantage of the benefits of the DHCD’s Virginia Main Street Community Program; and

WHEREAS, the Town desires to engage the services of a private, non-profit organization with a mission to act as an advocate for the old town business district; and

WHEREAS, EOTW is a private, non-profit organization established in 2017 for the purpose of serving and promoting Old Town Warrenton through the “National Main Streets” process which includes organization, promotion, design, and economic vitality; and

WHEREAS, EOTW is willing and able to provide to the Town the management of a program that supports the economic vitality, sustainability, and historic preservation of Old Town Warrenton; and

WHEREAS, this MOU is intended to set forth the understanding of the Parties and not to create legally enforceable obligations;

NOW THEREFORE, the Parties agree as follows:

1. The recitals stated above are repeated and incorporated hereunder.

EOTW Shall:

2. Adhere to and incorporate all aspects of the Virginia Main Street Program in all functions of operations and objectives to ensure compliance with the DHCD's Main Street Program Guidelines, as updated from time to time.
3. Provide a member of the board or Executive Director to serve as liaison to the Town Manager.
4. EOTW will share their Strategic Plan with the Town including any updates as they are made available.
5. Develop an Old Town Warrenton promotion plan in coordination with the Town, merchants, and partners as appropriate.
6. Work in conjunction with the Town to support the operations of the farmer's market by ensuring vendors contact town staff regarding meals tax and fire inspections at least one week prior to attendance at market, adhering to layouts provided by the Town and ensuring all vendors are in compliance with health, fire and public safety regulations. EOTW agrees to keep the facility assets and any other shared-use items used by the farmer's market in good working order. EOTW shall ensure that the space is vacated, cleaned and ready for Town usage by the end of the scheduled use, whether such use is by the Town, EOTW or a third party. This shall include ensuring all facility assets are returned to their assigned locations and the space has been returned to the condition in which it was received.
7. Develop a process for considering and proposing design improvements to Old Town in coordination with the Town. These may include but are not limited to art fixtures and placemaking improvements. These improvements may occur on public and/or private property dependent upon the owner's cooperation. Nothing shall be planned on public property absent coordination with the Town.
8. Advocate for the interests of merchants and property owners in coordination with the Town staff and other partners as appropriate.
9. EOTW shall inform affected merchants and property owners of the Town of EOTW special events or activities that may impact them, in a timely fashion, regardless of the sponsor of the event.
10. Provide a year-end report to the Town Council on activities and improvements led or contributed to by EOTW no later than May 13, 2025 and February 10, 2026. This report shall follow the format of the strategic plan, identify any portions of the strategic plan that were not accomplished, and evaluate the impacts of all EOTW activities and improvements covered in the report.

11. Identify and fill, in coordination with the Town Council, other roles as needed within the scope of the Virginia Main Street Program.

The Town Shall:

12. Appropriate funds as the Town Council may from time to time deem appropriate for the fulfillment of this MOU
13. Commit to developing and maintaining a working relationship with EOTW through liaison to the Town Manager.
14. Provide such additional non-monetary support as it deems beneficial to the Town from time to time, including but not limited to the regular support listed:
 - (a) Storage space at 18 Court St and existing storage building for Gumdrop square materials located across from the dog park;
 - (b) Daily trash pick up;
 - (c) Trash and street clean up after events;
 - (d) Main Street clean-ups on Friday mornings which include street sweeping and sidewalk cleaning; and
 - (e) Placement of seasonal decorations which include changing flags, lights, wreaths, etc.
15. Provide in-kind services as deemed appropriate through its public works, electric, police, recreation, and other departments for the support of downtown activities such as festivals and parades. The Town intends to support efforts while maintaining accountability and following adopted processes, including but not limited to the regular support listed:
 - (a) Daily Trash pick up;
 - (b) Trash and street clean up after an event;
 - (c) Main Street clean-ups on Friday Mornings which include street sweeping and sidewalk cleaning; and
 - (d) Placement of seasonal decorations which include changing flags, lights, wreaths, etc.
16. Work in conjunction with EOTW to support the operations of the farmer's market as deemed appropriate by the Town Manager or Town Council, by providing a venue for the market to include the indoor space and restrooms at 18 Court St. or other space as needed for successful markets, inspections, permits, posting and maintenance of no parking signage, equipment and training needed for closing collector streets and/or parking lots, police assistance for vehicles remaining within the street closures, on-call

staff as needed, county liaison to coordinate access and use of county property, trash removal and exterior clean up as needed. The Town shall, in its sole and absolute discretion, provide for or defer routine maintenance and repair of Town property and therefore have access at all reasonable times to the property. The Town shall provide access and usage to cleaning supplies, tables and chairs as needed.

17. Attempt, where appropriate, to provide information from other government officials that would be of benefit in the performance of this MOU to include transportation projects, staffing changes as well as other projects that could impact standard activity in Old Town.
18. When feasible, provide advanced notice of street closures related to special events. Town staff will not provide notice on infrastructure-related closures, or utilities beyond what is currently provided Town-wide to all businesses.
19. Provide regular feedback to the liaison on the performance and progress of this MOU through regular meetings with the Town Manager.

General provisions:

20. The Parties understand that this MOU is not a binding contract and does create any legally enforceable obligation.
21. This MOU has a term of two years from the Effective Date, plus several additional months to align with the fiscal year ending on June 30, 2027, but may be terminated by either Party upon thirty (30) days written notice to the other party.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have made and executed this Memorandum of Understanding to be effective, as of the Effective Date above written.

APPROVED AS TO
FORM AND LEGALITY:

By: _____
Town Attorney

TOWN OF WARRENTON, VIRGINIA,
a Virginia municipal corporation.

By: _____
Town Manager

By: _____
Mayor

EXPERIENCE OLD TOWN
WARRENTON, INC., a Virginia
nonstock corporation.

By:  _____
Chairman, EOTW