

INTRODUCED: November 10, 2025

AN ORDINANCE No. 2025-242

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a First Amendment to Maymont Foundation Operating Agreement between the City of Richmond and the Maymont Foundation for the purpose of allowing the Maymont Foundation to continue managing, maintaining, operating, and improving Maymont Park in the city of Richmond.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 8 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a First Amendment to Maymont Foundation Operating Agreement between the City of Richmond and the Maymont Foundation for the purpose of allowing the Maymont Foundation to continue managing, maintaining, operating, and improving Maymont Park in the city of Richmond. Such First Amendment to Maymont Foundation Operating Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and in effect upon adoption.



City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: October 24, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Amy Popovich, DCAO for Human Services

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan K. Brown, Director of Budget & Strategic Planning

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: One-year Operating Agreement between the City of Richmond and Maymont Foundation.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a First Amendment to Maymont Foundation Operating Agreement between the City of Richmond and the Maymont Foundation for the purpose of allowing the Maymont Foundation to continue managing, maintaining, operating and improving Maymont Park, located at 2201 Shields Lake Drive and 1700 Hampton Street.

BACKGROUND: The Maymont Foundation, established in 1975, has long served as the steward of Maymont Park, overseeing its operation, maintenance, and animal care while honoring the Dooleys' original bequest that the grounds remain free to the public. Over the decades, the Foundation has preserved and enhanced the park's historic 100 acres through projects such as restoring the Japanese and Italian Gardens, creating the Carriage Collection, and opening the Belowstairs exhibit to share the stories of Maymont's African American domestic staff. It also expanded educational opportunities with the opening of The Robins Nature Center in 1999, the largest facility in Central Virginia interpreting the James River ecosystem. More recently, the Foundation led the "Spirit of Generosity" campaign, raising \$27 million to fund major improvements, including farm renovations and a new event space. Now, with Maymont 2025, the Foun-

dation is advancing a \$11.75 million effort to enhance guest experiences, accessibility, and resiliency, ensuring the park's vitality as it approaches its centennial as a public space.

COMMUNITY ENGAGEMENT: After introduction, the proposed ordinance will be referred to future Land Use, Housing and Transportation Standing Committee meeting for discussion, where the public is encouraged to attend to provide comments. After the committee's recommendation to the City Council, Council will hold a public hearing regarding the proposed ordinance.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A.

FISCAL IMPACT / COST: During the Extension Term, the City shall, to the extent that funds are appropriated for the purpose, pay to the Foundation, to be applied to its obligations under the 1995 Agreement, as amended hereby, the sum of at least \$473,800.00, such payment to be made in equal quarterly installments (partial quarters shall be prorated).

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: November 10, 2025

CITY COUNCIL PUBLIC HEARING DATE: December 8, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

AFFECTED AGENCIES: PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Operating Agreement

STAFF: Christopher Frelke, Director, PRCF – (804) 646-1128
Nissa Richardson, Deputy Director, PRCF – (804) 646-5619
Daniel Hazlett, Senior Management Analyst, PRCF – (804) 646-7506

FIRST AMENDMENT TO MAYMONT FOUNDATION OPERATING AGREEMENT

THIS FIRST AMENDMENT TO MAYMONT FOUNDATION OPERATING AGREEMENT (this "Amendment") made this ___ day of _____, 20___ (the "Effective Date"), by and between the **CITY OF RICHMOND, VIRGINIA**, a political subdivision and municipal corporation of the Commonwealth of Virginia, hereinafter called "**City**", and **MAYMONT FOUNDATION**, a non-profit charitable corporation organized under the laws of the Commonwealth of Virginia, hereinafter called "**Foundation**". The City and the Foundation are, together, the "Parties" and, individually, a "Party".

RECITALS

WHEREAS, the City owns that certain real property commonly known as "Maymont", located at 2201 Shields Lake Drive and 1700 Hampton Street, Richmond, Virginia 23220, and comprised of City of Richmond Tax Parcel No. W0000879005 (collectively, and together with all improvements thereon and all appurtenances thereto, the "**Park**");

WHEREAS, the Park is a historic estate and park open to the public, which includes specialty gardens, walking trails, parking, an arboretum, native wildlife habitats, the Robins Nature Center, which highlights the ecology of the James River and the natural history of the region and was constructed by the Foundation in 1999 (the "**Nature Center**"), a farm, which offers hands-on animal encounters and was constructed by the Foundation in 1982 and renovated in 2017 (the "**Farm**"), a 12,000 square foot Gilded Age mansion (the "**Mansion**"), along with other historic buildings and other facilities, amenities, buildings and improvements;

WHEREAS, the Park was devised to the City for certain purposes as expressed in the Wills of Sallie M. Dooley and James H. Dooley, which require that the Park be used as a public park for the use and pleasure of the people of the City of Richmond, Virginia and that the Mansion and its furnishings be used as a museum for the benefit and pleasure of the people of the City of Richmond, Virginia;

WHEREAS, pursuant to that certain Agreement between the Foundation and the City dated January 1, 1975 (the "**1975 Agreement**"), and that certain Maymont Foundation Operating Agreement between the Foundation and the City dated December 4, 1995 (the "**1995 Agreement**"), the Foundation, in order to better provide for the educational and recreational needs of the greater City of Richmond, Virginia community and beyond, through the use of the Park, including, without limitation, the Mansion, has continuously operated, managed, improved, and maintained the Park, as more particularly provided in the 1975 Agreement and the 1995 Agreement;

WHEREAS, pursuant to its rights and obligations under the 1975 Agreement and the 1995 Agreement, the Foundation has made substantial improvements to the Park's wildlife habitats, constructed the Nature Center, constructed the Farm, classrooms at the Farm and the Garden Hall, renovated the Park's existing buildings and gardens, and helped restore and preserve the historic features of the Park, and the Foundation has plans for future construction of additional facilities and improvements to existing facilities to provide wider and more enriched public use of the Park;

WHEREAS, the Foundation has undertaken, and is willing to continue to undertake, capital fund drives to support the Foundation's improvement, operation, management and maintenance of the Park, including, without limitation, the Mansion, on the terms and conditions provided in the 1995 Agreement, as amended hereby;

WHEREAS, due to the ongoing relationship between the City and the Foundation, Maymont has been established as a top attraction in the City of Richmond, Virginia;

WHEREAS, through the financial contributions and covenants of the City described in this Amendment, the City wishes to continue to support the Foundation's maintenance, management, operation and improvement of the Park in accordance with the terms and conditions of the 1995 Agreement as amended hereby;

WHEREAS, by its terms, the 1995 Agreement expires on December 31, 2025;

WHEREAS, the Foundation and the City wish to amend the 1995 Agreement to extend the term, as more particularly provided below;

WHEREAS, on _____, 2025, the Council adopted Ordinance No. _____, which authorizes the CAO to enter into this Amendment on behalf of the City and to perform the obligations set forth herein;

AGREEMENT

NOW, THEREFORE, that for and in consideration of the mutual undertakings of the parties and this Amendment, the City and the Foundation hereby covenant and agree, each with the other, as follows:

1. **Effectiveness of Amendment.** This Amendment shall be effective upon the Effective Date, which shall be the date this Amendment is fully executed by both Parties hereto.
2. **Term Extension.** The "Term" of the 1995 Agreement is hereby extended by a period of one (1) year; such extension term shall commence on January 1, 2026 unless otherwise

terminated in accordance with the terms of the 1995 Agreement, as amended hereby, shall automatically expire on December 31, 2026 (the “**Extension Term**”).

3. **Covenants of the City.** During the Extension Term, the City shall, to the extent that funds are appropriated for the purpose, pay to the Foundation, to be applied to its obligations under the 1995 Agreement, as amended hereby, the sum of at least \$473,800.00, such payment to be made in equal quarterly installments (partial quarters shall be prorated).
4. **Availability of Funds for the City’s Performance.** All payments and other performances by the City under the 1995 Agreement, as modified by this Amendment, are subject to annual appropriations by the Council. It is understood and agreed between the Foundation and the City that the City will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the 1995 Agreement, as modified by this Amendment. Under no circumstances shall the City’s total liability under the 1995 Agreement, as modified by this Amendment, exceed the total amount of funds appropriated by the Council for the payments hereunder for the performance of the City.
5. **Notices.** All notices and other communications under this Amendment shall be in writing and either (a) personally delivered or (b) sent via registered or certified U.S. mail, return receipt requested, postage prepaid to the parties at the following addresses, or such other address(es) as either Party may specify in writing from time to time:

To the Foundation:

Maymont Foundation
1000 Westover Road
Richmond, Virginia 23220
Attn: C. Parke Richeson, President & CEO

With a copy to:

Duane A. Deskevich
1409 Eastridge Road
Richmond, Virginia 23229

To the City:

City of Richmond, Virginia

c/o Department of Parks, Recreation and Community Facilities
Midtown Green
2401 Leigh Street
Richmond, Virginia 23220
Attn: Christopher Frelke, Director

With a copy to:

Office of the City Attorney
City Hall
900 East Broad Street, Suite 400
Richmond, Virginia 23219
Attn: Lindsey D. Chase, Esq.

6. **Authority.** As of the applicable execution date below, the Foundation represents and warrants to the City that the person signing this Amendment on its behalf is duly authorized to execute and deliver this Amendment on behalf of the Foundation, and that no other consents or approvals are required, or any such consents or approvals have previously been obtained, in order for the Foundation to enter into this Amendment and perform its obligations hereunder. As of the applicable execution date below, the City represents and warrants to the Foundation that the person signing this Amendment on its behalf below is duly authorized to execute and deliver this Amendment on behalf of the City, and that no other consents or approvals are required, or any such consents or approvals have previously been obtained, in order for the City to enter into this Amendment and perform its obligations hereunder. The CAO is authorized to act on behalf of the City under the 1995 Agreement, as modified by this Amendment.
7. **Sovereign Immunity.** Nothing in the 1995 Agreement, as modified by this Amendment, may be construed as a waiver of the sovereign immunity granted the City by the Commonwealth of Virginia Constitution, statutes, and the applicable case law, nor may anything in the 1995 Agreement, as modified by this Amendment, be construed as an agreement by the City to indemnify.
8. **No Recording.** The Foundation and the City agree that neither the 1995 Agreement, as modified by this Amendment, nor any memorandum of the 1995 Agreement, as modified by this Amendment, shall be recorded in the land records for the City of Richmond, Virginia.

9. **Signatures; Counterparts.** This Amendment may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. DocuSign signatures and signatures transmitted by .pdf or other electronic means shall be treated as originals in all respects.
10. **Limitation of Liability.** No director, officer, employee, contractor or agent of the Foundation or the City shall be personally liable to another Party to the 1995 Agreement, as modified by this Amendment.
11. **Governing Law.** The 1995 Agreement, as modified by this Amendment shall be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the applicable of the laws of any other jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with the 1995 Agreement, as modified by this Amendment, shall be brought and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
12. **Survival.** All obligations of the Foundation and the City hereunder not fully performed as of the expiration or earlier termination of the 1995 Agreement, as modified by this Amendment, shall survive the expiration or earlier termination of 1995 Agreement, as modified by this Amendment.
13. **Waiver of Punitive and Consequential Damages; Attorney's Fees.** Each the Foundation and the City hereby waives any and all claims against the other for punitive and consequential damages, either or both, relating to the 1995 Agreement, as modified by this this Amendment. Each Party shall be responsible for its own attorneys' fees in connection with any litigation, dispute, enforcement action or proceeding relating to the 1995 Agreement, as modified by this Amendment.
14. **Entire Amendment; Modification; No Waivers; Severability; Ratification.** The 1995 Agreement, as modified by this Amendment, represents the final understanding and Amendment between the Foundation and the City as to the Foundation's use, management, maintenance, operation, and improvement of the Park, and incorporates all negotiations between the Foundation and the City as to this subject matter. This Amendment may not be modified except by writing signed by the Party against whom the modification is to be enforced. The failure of the Foundation or the City to insist upon a strict performance of any of the terms and covenants of the 1995 Agreement, as modified by this Amendment, shall

not be deemed as waiver of the right to insist upon the strict performance of such provision or of any other provision of the 1995 Agreement, as modified by this Amendment, at any time; the waiver of any breach of the 1995 Agreement, as modified this Amendment, shall not constitute the waiver of any subsequent breach. If any provision of the 1995 Agreement, as modified by this Amendment, shall be deemed to be invalid or unenforceable, the remainder of the 1995 Agreement, as modified by this Amendment, shall not be affected thereby, and each other term and provision of the 1995 Agreement, as modified by this Amendment, shall be valid and enforced. The Parties acknowledge and agree that except as otherwise expressly set forth herein, the 1995 Agreement has not been modified or amended, and the parties hereby ratify and affirm the terms of the 1995 Agreement, as modified hereby.

15. **Public Document.** The Foundation and the City acknowledge and agree that the 1995 Agreement, as modified by this Amendment, and any other records furnished, prepared by or in the possession of the City may be subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.

[Remainder of page intentionally left blank; signatures to follow on next page(s).]

**SIGNATURE PAGE TO FIRST AMENDMENT TO
MAYMONT FOUNDATION OPERATING AGREEMENT**

IN WITNESS WHEREOF, the parties, being authorized to do so, have executed this Amendment as of the dates written below.

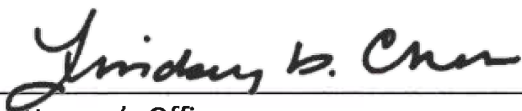
CITY:

CITY OF RICHMOND, VIRGINIA,

a political subdivision and municipal corporation of
the Commonwealth of Virginia

By: _____
Name: _____
Title: Chief Administrative Officer
Date: _____

Approved as to Form:



City Attorney's Office

FOUNDATION:

MAYMONT FOUNDATION,

a Virginia not-for-profit, non-stock corporation

By: 

Name: C. Parke Richeson
Title: President & Chief Executive Officer
Date: 
