

INTRODUCED: January 9, 2023

AN ORDINANCE No. 2023-022

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Agreement between the City of Richmond and The Andrew W. Mellon Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond.

Patrons – Mayor Stoney, Ms. Lambert and Ms. Newbille

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 23 2023 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 Grant Agreement between the City of Richmond and The Andrew W. Mellon Foundation, for the purpose of supporting the planning, development, and initial operations of a cultural space to be located at the Main Street Station train shed in the city of Richmond. The Grant 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.

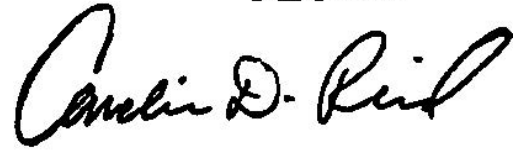
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 23 2023 REJECTED: _____ STRICKEN: _____

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reil". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

City Clerk



City of Richmond

Item Request

File Number: **PRE.2022.XXX**

RECEIVED
By City Attorney's Office at 2:13 pm, Jan 05, 2023

RECEIVED
By CAO Office at 10:23 am, Dec 15, 2022

2023-008

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

O & R Request

DATE: December 14, 2022

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J. E. Lincoln Saunders, Chief Administrative Officer

FROM: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development and Planning

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a grant agreement between the City of Richmond and the Andrew W. Mellon Foundation to receive Foundation funding for the build out and staffing of the Shockoe Heritage Campus Interpretive Center.

ORD. OR RES. No. TBD

PURPOSE: To request the City Council's approval for the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a grant agreement between the City of Richmond and the Andrew W. Mellon Foundation "Mellon Foundation" to receive \$11 million in Mellon Foundation funding for the build out and staffing of the Shockoe Heritage Campus Interpretive Center.

REASON: City Council approval is required to authorize the CAO to enter grant agreements.

RECOMMENDATION: Department of Planning and Review recommends approval of this resolution.

BACKGROUND:

Andrew W. Mellon Foundation

The Andrew W. Mellon Foundation is a private foundation established in 1969 with an endowment of \$8.1 billion as of December 2020. The Mellon Foundation currently makes grants in four core areas: Arts and Culture, Higher Learning, Humanities in Place, and Public Knowledge. In 2020, the Mellon Foundation launched the Monuments Project:

“The Monuments Project is an unprecedented \$250 million commitment by the Mellon Foundation to transform the nation’s commemorative landscape by supporting public projects that more completely and accurately represent the multiplicity and complexity of American stories. Launched in 2020, the Monuments Project builds on our efforts to express, elevate, and preserve the stories of those who have often been denied historical recognition, and explores how we might foster a more complete telling of who we are as a nation.

Grants made under the Monuments Project will fund publicly oriented initiatives that will be accessible to everyone and promote stories that are not already represented in commemorative spaces. While funds may support new monuments, memorials, and historic storytelling places, not every project will be a statue or permanent marker but may be realized as ephemeral or temporary installations or other nontraditional expressions of commemoration that will expand our understanding of what a monument can be. Mellon will also support efforts to contextualize or re-contextualize existing commemorative sites and to uplift knowledge-bearers who can tell stories that have not yet been told.”

Interpretive Center Overview

The \$11 million grant award from the Mellon Foundation is part of its Monuments Project. The grant will fund the creation of a Shockoe Heritage Campus Interpretive Center (“Interpretive Center”) in 12,300 square feet of space in the Trainshed of Main Street Station. The Interpretive Center will be used to orient visitors to Shockoe Bottom, provide informative and immersive educational and artistic content about Richmond’s role in the domestic trade of enslaved people, and provide spaces for visitors to take a break from the outdoor elements. The Interpretive Center will consist of a welcome center, programming/exhibition space, and an immersive experience. Within the facility will be a high-tech immersive experience that may contain audio, video, AR, etc., exhibitions, public programs and tech-guided tours will be created. All content will be available to the public free of charge. Note, the name “Shockoe Heritage Campus Interpretive Center” is a working title and may change once the project commences.

The Interpretive Center will be in the heart of Shockoe, the oldest part of the City of Richmond. Shockoe was the center of the Powhatan Confederacy prior to the arrival of the British in 1607 and by the mid-1840s, it was one of the largest centers of domestic trade in enslaved Africans. The City and State have already committed to build a Heritage Campus in Shockoe Bottom that will include

a Memorial Park (\$37.9M), conducting archaeological work and community design charrette at Shockoe Hill African Burying Ground (\$500k), relocating and restoring the Winfree Cottage (\$500k), enhancements to the Richmond Slave Trail (\$3.5M, of which \$2M is a State allocation), siting and design of the National Slavery Museum (\$8M, of which \$5M is a State allocation), greenways to connect destinations, and economic development opportunities to add affordable housing, parking, and businesses to the area. The Heritage Campus vision is outlined in a forthcoming Shockoe Small Area Plan.

For far too long Richmond's institutions have repeatedly interpreted and elevated the history of its role in early U.S. history, in the Revolutionary War and the Civil War but has not offered as extensive opportunities to share Richmond's role in the domestic trade of enslaved Africans, the establishment of Jim Crow laws, the massive resistance to protest school desegregation, the use of public art to venerate Confederate officials, and many other histories of the Black experience in Richmond. While there have been many recent efforts to elevate other stories from Richmond's past, there is still room for more interpretation and sharing.

Alignment with Existing City Plans

The creation of the Interpretive Center aligns with Richmond's recently adopted, national award-winning Master Plan, Richmond 300: A Guide for Growth. The City's vision is as follows:

In 2037, Richmond is a welcoming, inclusive, diverse, innovative, sustainable, and equitable city of thriving neighborhoods, ensuring a high quality of life for all.

This project helps achieve Goals Three, Four and Five of Richmond 300 by helping to implement several Richmond 300 objectives.

Goal 3: Historic Preservation – Supporting growth that preserves the historical urban fabric and enhances understanding of Richmond's multi-faceted past

- Objective 3.1 Preserve culturally, historically, and architecturally significant buildings, sites, structures, neighborhoods, cemeteries, and landscapes that contribute to Richmond's authenticity.
- Objective 3.3 Broaden the constituency for historic preservation by more equally representing, preserving, and sharing the sites related to traditionally under-represented groups (e.g., Native Americans, Blacks).

Goal 4: Urban Design: Establish a distinctive city comprising architecturally significant buildings connected by a network of walkable urban streets and open spaces to support an engaging built environment.

- Objective 4.1 Create and preserve high-quality, distinctive, and well-designed neighborhoods and Nodes throughout the city.

- Objective 4.2 Integrate public art into the built environment to acknowledge Richmond's unique history and neighborhood identity, and engage the creative community, focusing public art efforts in areas that do not have public art today.

Goal 5: Planning Engagement: Foster a planning engagement culture that effectively and equitably builds people's capacity to organize to improve the city and their neighborhoods.

- Objective 5.1 Increase public knowledge of planning processes and continuously engage civic associations, special interest groups, and traditionally under-represented groups in the planning process.

The City is currently finalizing a small area plan for Shockoe. The vision in the Shockoe Small Area Plan is:

Shockoe is the premiere international destination for learning and experiencing the history of the U.S. slave trade. Residents, employees, and visitors live, work, learn, and play in a mixed-use urban community that is anchored by historical landmarks, an immersive museum, and spaces for reflection and memorialization.

The Shockoe Small Area Plan is a guide for the deliberate and thoughtful redevelopment of underdeveloped sites in Shockoe and establish Shockoe as an international destination to explore the powerful and complex narrative of this sector of the City once tied to the domestic trade in enslaved Africans. The primary destination in Shockoe are places for commemoration and reflection that include a museum and memorial park interconnected by greenspaces and surrounded by development that supports and uplifts the Heritage Campus. Complimentary development will provide places for people to live, work, shop, and play, while the Heritage Campus provides places to learn, reflect, and heal. Shockoe will linked to the broader narrative of the city, the state, and the nation via multi-modal transportation that connect to Franklin Street and Monument Avenue, the 5th Street Cemetery, and Church Hill.

The Heritage Campus is the term used for the collective sites that will be developed to memorialize and interpret the history in Shockoe, including, but not limited to:

- **Interpretive Center:** The Interpretive Center will be in the lower level of the Main Street Station Trainshed. The Interpretive Center will anchor the Heritage Campus by providing a space to interpret and share the history of Richmond's role in the domestic trade of enslaved Africans to a national and international audience. The City is interested in creating the Interpretive Center because the City would like to elevate the history of Shockoe to a national and international audience. The Interpretive Center will serve as a place for students, tourists, and the public to learn about the history of Shockoe. Visitors will start at the Interpretive Center and then explore the other sites in the broader Heritage Campus.
- **Shockoe Bottom Memorial Park:** The Memorial Park is intended to serve as a space for remembrance, commemoration, and reflection that features the Lumpkin's Jail/Devil's Half

Acre site, Gabriel's execution and the African Burial Ground Memorial site. The City has allocated \$27.9 million to design and build the Memorial Park. The Memorial Park is in early planning stages.

- **Historic Landmarks and Features:** The District will also include features that tell a broader history, including the story of Virginia's indigenous peoples, freed people and the major contribution of Richmond's Jewish citizens and other immigrant populations. Some of these landmarks and features include the Lumpkin's Jail site, the approximate site of the execution of Gabriel Prosser, the Shockoe Hill African Burying Ground, the First African Baptist Church, the Slave Trail, and the Virginia Holocaust Museum. The Shockoe Small Area Plan calls for connecting these sites through greenways and signage. As the Heritage District is developed, other archaeological sites may be discovered and these sites will be weaved into the District through physical connections and signage.
- **National Slave Trade Museum:** The museum will be developed by the privately led National Slavery Museum Foundation and be located somewhere within Shockoe Bottom. The Commonwealth of Virginia has allocated \$12.5 million for the museum and improvements to the Slave Trail. The City has allocated \$10 million (of which \$3 million has been spent) to assist with the siting analysis and design for the museum, improvements to the Slave Trail, commemoration of the Shockoe Hill African Burial Ground and to restore the Emily Winfree cottage at a permanent location in the city's Blackwell community.

Main Street Station and its Trainshed

The Main Street Station and its Trainshed were completed in 1901 and served the Chesapeake and Ohio and the Seaboard Air Line railroads. In the 1970s the station stopped receiving passenger rail service. In 2003 Amtrak passenger rail service returned to Main Street Station. In 2018 a \$95 million transformation of Main Street Station and its Trainshed was completed. The transformation was primarily funded by the Federal Highway Administration. Main Street Station and its Trainshed are managed and programmed by the City's Office of Equitable Transit and Mobility. The upper level of the Trainshed is a large event space that can accommodate up to 3,000 guests and has hosted large fundraisers, craft fairs, concerts, weddings and other private events. The southern end of the lower level of the Trainshed houses the Virginia Visitors Center and a gallery. The northern end of the lower level of the Trainshed has restrooms and 23,000 sq. ft. of un-programmed, empty space. The Interpretive Center will be located within the 23,000 sq. ft. northern end of the Trainshed.

Interpretive Center Build-out and Staffing

The \$11 million grant will fund a long-term activation and short-term activations of the Interpretive Center and cover the cost of seven full-time and four part-time staff members. Some of the staff members will be hired immediately, including the Executive Director, Associate Director, and the Development Director. Other staff members will be hired as the Interpretive Center nears its opening date. The grant is a 48-month grant. The first two years of the grant will be the planning and development phase and the third and four years will be operating phase. The staff members will

be City employees. The new Executive Director will report to the Deputy Chief Administrative Officer of Planning and Economic Development.

FISCAL IMPACT/COST

Over the grant term (48-months), the City will match the \$11 million grant with approximately \$600,000 in funding towards the leasing fee for the train shed space (approx. \$172,000 in years 2-4), City staff time (public art secretary, budget, legal, accounting), computers and devices, office supplies, postage, and IT/telecom. Once the grant term ends, the City intends to operate the Interpretive Center for at least 10 years, subject to the approval of the City's annual budget by the City Council, at a cost of approximately \$1.6 million per year starting in year 5 (the annual operating cost would need to increase with inflation). It is the goal of the Administration to engage in private and philanthropic fund raising in years 2-4 to create an endowment for the Interpretive Center that will lessen the financial burden on the City for its ongoing operations.

FISCAL IMPLICATIONS: Not accepting this grant means the City would not be able to build out the Interpretive Center.

BUDGET AMENDMENT NECESSARY: Not at this time. It is anticipated that the FY23-24 budget will include the matching funds for the aforementioned costs.

REVENUE TO CITY: \$11,000,000

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: January 9, 2023

CITY COUNCIL PUBLIC HEARING DATE: January 23, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: Office of Chief Administrative Officer; Law Department (for review of draft ordinance), Planning and Development

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Grant Agreement

STAFF: Maritza Mercado Pechin, Deputy Director, Office of Equitable Development
(p) 804.646.6348 (e) maritza.pechin@rva.gov

Lynne Lancaster, Deputy Director, DPW

Susan Glasser, Staff to the Public Art Commission, PDR

Kim Chen, Senior Manager, DED

Jeannie Welliver, DPW



[TBD DATE OF GRANT APPROVAL December 8, 2022]

Levar M. Stoney
Mayor
City of Richmond
900 East Broad Street
Richmond, VA 23219

Dear Mayor Stoney:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of \$11,000,000 to the City of Richmond ("your organization"), for use over 48 months, to support the planning, development, and initial operations of a cultural space located at the Shockoe Bottom train shed that memorializes and commemorates the history of slavery in Richmond, in accordance with the proposal finalized on November 11, 2022 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the following reference number 2203-12337. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the City of Richmond and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the Foundation with copies of Project Documentation with your organization's grant reports or at other times during the grant term.

Further, your organization grants to the Foundation a free, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation's name or logo, please consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a government entity or instrumentality. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [Internal Revenue Code Section 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under [Internal Revenue Code Section 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization; (ii) financial impropriety by your organization; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the grant funds or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the City of Richmond indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

Carter Stewart
Executive Vice President for Programs and Research

City of Richmond

By: _____

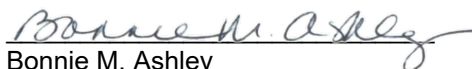
Name: _____

Title: _____

Date: _____

EA/TDE

Approved as to form:


Bonnie M. Ashley
Deputy City Attorney

REPORTING AND PAYMENT SCHEDULE

Report Schedule	
Report Type	Due Date
Interim Report	3/31/2024
Interim Report	3/31/2025
Interim Report	3/31/2026
Final Report	3/31/2027

Payment Schedule		
Payment Amount	Scheduled Date*	Wire Transfer Details
\$4,000,000	12/19/2022	Bank Name: Wells Fargo Bank Account Number: 2079900437388 Routing Number: 121000248
\$7,000,000	4/30/2024, upon the Foundation's receipt of the design plan for the exhibition space and the Federal Transportation Administration's approval of the use of the space.	Bank Name: Wells Fargo Bank Account Number: 2079900437388 Routing Number: 121000248

**Please note that payment will not be made until the Foundation receives a countersigned grant agreement. Please notify the Foundation of any changes in your organization's banking information.*