



City of Fredericksburg, Virginia

City Council

AGENDA

Hon. Mary Katherine Greenlaw,
Mayor
Hon. Charlie L. Frye, Jr., Vice-
Mayor, Ward Four
Hon. Kerry P. Devine, At-Large
Hon. Matthew J. Kelly, At-Large
Hon. Jason N. Graham, Ward
One
Hon. William C. Withers, Jr.,
Ward Two
Hon. Timothy P. Duffy, Ph.D.,
Ward Three

Council Chambers
715 Princess Anne Street
Fredericksburg, Virginia 22401

Tuesday, June 22, 2021

Council Chambers

5:30 PM

The City Council will hold this meeting in person, and in-person attendance by members of the public is permitted, within the seating capacity of City Council Chambers with social distancing measures in place. Face coverings are required for all attendees. Due to the reduced seating capacity and the continued presence of COVID-19 in the community, the public is encouraged to access the meeting through the broadcast on Cox Channel 84 and Verizon Channel 42. The meetings can also be viewed on our www.regionalwebtv.com/fredcc or accessed through Facebook at www.facebook.com/FXBGgov

Agenda

1. Call To Order

2. Topics

A. Washington Heritage Museum's Proposal For Mary Washington Monument

Documents:

[WS1 MW LODGE-MONUMENT.PDF](#)

B. Fredericksburg Area Museum Draft MOU: "Telling A More Complete Story"

Documents:

[WS2 2 FAM MOU.PDF](#)

C. Return To Pre-COVID-19 Operations

Documents:

[WS3 ENDING EMERGENCY MEMO TO COUNCIL.PDF](#)

3. Adjournment

Preservation of the Mary Washington Monument, Lodge Building, and Surrounding Cultural Landscape

Introduction

The City of Fredericksburg is the owner of the Mary Washington Monument and corresponding Caretaker's Lodge located at 1500 Washington Avenue, Fredericksburg, Virginia. While the City has maintained or leased portions of the property since 1966, it has recently expressed a desire to reduce its oversight. Beginning in 2015 the City, in conjunction with the Memorials Advisory Commission, looked at a variety of ways in which the property could effectively be maintained and interpreted. Recently, an anonymous donor has stepped forward to assist in preservation efforts which include the development of a preservation easement as well as maintenance and interpretation agreements with local preservation organizations such as the Washington Heritage Museums (WHM). The Mary Washington Monument, Caretaker's Lodge, and surrounding grounds are historically significant as part of the Washington Avenue Historic District but are also individually eligible at the state level under Criteria A of the National Register of Historic Places for their association with early women's memorial societies as well as Criteria C, due to their design and early use of native Virginia plantings. The structures and landscape maintain high degrees of integrity associated with the site's 1894-1939 period of significance.

Monument and Caretaker's Lodge History

The Mary Washington monument, Lodge building, and grounds are situated adjacent to Memorial Recreation Park (Kenmore Park) and are comprised of approximately 3.65-acres. However, the area of historic significance associated with the two structures noted can be more specifically defined as approximately 0.75 acres located at the top of a ridge that rises roughly 20 feet from Kenmore Avenue to the west and Mary Ball Street to the north.

Historically this area would have been part of the Fielding Lewis estate. Much of the site's significance is derived from its association with Mary Washington. She was buried by her daughter, Betty Lewis, and her grandchildren near a rock outcropping on the property known as "Meditation" or "Oratory Rock", on August 28, 1789.¹ The grave was marked by a memorial stone ordered by George Washington.²

The Gordon family purchased the Lewis Estate in 1819, including Mary Washington's grave site, and gave it the current name of Kenmore.³ Shortly after purchase a family cemetery was designated adjacent to Mary Washington's grave. Today the Gordon cemetery is enclosed by a brick wall with access provided by a wrought iron gate. The cemetery is currently maintained by the City of Fredericksburg.

Around 1826, George Washington Parke Custis appealed to his countrymen to build a more significant monument to honor Mary Washington and replace the original stone, which by this time had been damaged by visitors. Four years later in 1830 the people of Fredericksburg began raising the necessary funds. This effort culminated on May 7, 1833 when President Andrew Jackson officially dedicated the first monument and a cornerstone was laid. Over the next four years work progressed on the monument but by 1837 work had ceased, possibly due to the death of the contractor and stone mason Rufus Hill.⁴ During the Civil War the monument was heavily damaged by bullets and cannonballs as well as vandalism.

While there were stirrings of finishing the monument during the 1870s it was not until an advertisement appeared in 1889 announcing that the grave and unfinished monument of Mary Washington would be sold at auction that serious efforts commenced.⁵ Ultimately this effort resulted in the formation of two organizations, the National Mary Washington Memorial Association (NMWMA) and the Fredericksburg Mary Washington Monument Association (FMWMA).⁶ Shortly after forming, the FMWMA purchased the monument and the surrounding property from Mr. Shepperd on January 24, 1890.⁷ A year later the property was conveyed to the NMWMA with the requirement that a monument be erected on the site within three years.⁸

While initial plans called for the repair and completion of the 1833 monument, its condition necessitated something completely new. During the summer of 1892 three proposals were evaluated

¹ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 5.

² Virginia Museum of History and Culture, <https://www.virginiahistory.org/collections-and-resources/garden-club-virginia/public-buildings-and-sites/mary-washington-monument> (accessed January 7, 2021)

³ The George Washington Foundation, http://www.kenmore.org/genealogy/gordon/gene_gordon.html (accessed March 21, 2012).

⁴ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 6-20.

⁵ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 26.

⁶ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 36-37.

⁷ Fredericksburg Clerk's Office, Deed book CC page 235

⁸ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 73.

with the winning design submitted by Crawford & Son of Buffalo, NY.⁹ The new design consisted of a simple granite obelisk set atop a plinth and measuring 50 feet high. The cornerstone was laid on October 21, 1893.¹⁰ A few months later the monument was complete and the “grounds” graded and enclosed by a 20-foot square, 6-foot-high, wrought-iron fence with stone posts. Efforts to fully enclose the 5 acres of land as well as erect a custodian’s house were also discussed shortly after completion of the monument but were placed on hold until more funds could be raised.¹¹ Elements of the deconstructed monument were removed and placed in the garden of the Mary Washington House as well as in the collection of Masonic Lodge No. 4.

Plans for the lodge building were developed in 1894-95 initially by Marion Dimmock, a Richmond architect, but later altered to a more scaled-down version by a Washington architect, known as Mr. Clark.¹² Local contractor George Wroten oversaw construction on the lodge and subcontracted the masonry work to J. W. Musselman.¹³ Musselman obtained granite for the lodge building from the local quarry of “Messrs. York and Swift”.¹⁴ Work on the lodge was completed in 1895 with other improvements such as granite coping laid to enclose the grounds as well as the grading of the nearby street completed by 1899.¹⁵ The 2002 National Register nomination described the Caretaker’s Lodge as follows:

“Completed in 1896, the Mary Washington Monument Caretaker’s Lodge is an eclectic Victorian-era building that exhibits features of the Queen Anne, Colonial Revival, and Richardsonian Romanesque movements. The 1.5 story house is constructed on randomly coursed cut granite with red-tinted mortar joints and covered by a side facing gambrel roof. A front gable section protruding off the front façade contains fish-scale shingles and a Palladian-style window. The house is located amidst a landscaped garden adjacent to the Mary Washington Monument on the north. A low brick wall surrounds the property.”¹⁶

Landscaping around the lodge building and monument began shortly after construction finished. Initial plantings appear to have been rather haphazard with willows, taken from George Washington’s grave, planted by a Mrs. Howard around the monument in 1898.¹⁷ In May 1899 a “fine hydrangea” was planted by a Mrs. Schultz of New Jersey near the lodge. However, with significant property improvements concluding, a more measured approach to the property’s development began to take shape beginning with the appointment of Mrs. Frances Goolrick as site custodian. Frances held officer positions in both the NMWMA as well as the FMWMA and resided at the lodge with her husband, Judge John Goolrick, and their three sons until her death in 1929.¹⁸

Upon Mrs. Goolrick’s death, her third son, Chester and wife Virginia became custodians of the property. During their custodianship, in 1937, the FMWMA approached The Garden Club of Virginia with a request

⁹ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 106.

¹⁰ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 126.

¹¹ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 133.

¹² M.J. Dimmock, *Lodge Drawings*, Richmond, Virginia, Central Rappahannock Heritage Center.

¹³ October 26, 1895 *Fredericksburg Daily Star*

¹⁴ “Keeper’s Lodge,” *Daily Star*.

¹⁵ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 205-208.

¹⁶ National Register, Washington Avenue Historic District Nomination, 2002

¹⁷ Susan Riviere Hetzel, *The Building of a Monument* (Lancaster, PA: Press of Wickersham Company, 1903), 205.

¹⁸ Goolrick, *Free Lance Star*.

to assist in the design and landscaping of the grounds around the lodge and the monument. The club agreed and sought out the services of Alden Hopkins.¹⁹ Hopkins worked closely with the City of Fredericksburg to re-grade the site, construct brick steps and walks, and build brick walls. Undertaking much of this brickwork was Herbert A. Claiborne, a building contractor for Claiborne & Taylor, Inc. out of Richmond, VA. The garden design and its plantings were selected to be “a dignified setting for the Monument, attractive in any season” and to convey “a feeling that it [the monument] is surrounded by plants that belong because they are native [to Virginia] and of Mary Washington’s time.”²⁰ The planting beds were designed to include Laurel, Mountain Andromeda, Azalea, and Virginia Rose. Care and maintenance of the plantings was also considered with emphasis on ease. Boxwood was planted to accent the approach to the monument with trees such as Dogwood, Honey Locust, American Holly, Resinous Pine and Red Oak envisioned for the surrounding grounds. Work was completed in 1939.²¹

Chester died in 1946 and Virginia in 1964, the same year that arguments between the FMWMA and the NMWMA reached a crescendo. Ultimately, lawyers encouraged the two sides to deed to the property to the City of Fredericksburg. This was agreed to on June 25, 1966 with the stipulation that “an advisory board “shall be appointed to advise the City on matters pertaining to the maintenance and preservation of the property and improvements”.²² As of 2011 this role has been undertaken by the Memorials Advisory Commission.

Unfortunately, by the end of the 1970s the City decided they could no longer adequately maintain the property and proposed demolition of the lodge building. The Executive Director of Kenmore, now the George Washington Foundation, W. Vernon Edenfield, stepped in and arranged for an annual lease of \$1.00 if the building could be used as his residence. During Edenfield’s tenure significant alterations were made to the lodge building and surrounding grounds including the installation of a cottage garden designed by friend and landscape architect Philip Watson. During Edenfield’s period of occupation, upkeep and maintenance of the lodge was provided by the George Washington Foundation. In January 2012, the George Washington Foundation canceled its lease of the lodge.

After the property was returned to city care a new roof and additional updates have occurred to the building. The Memorials Advisory Commission has also worked with the Garden Club of Virginia to create a new informative sign and brochure, the latter of which is distributed at the site.

¹⁹ Virginia Museum of History and Culture, <https://www.virginiahistory.org/collections-and-resources/garden-club-virginia/public-buildings-and-sites/mary-washington-monument> (accessed January 7, 2021)

²⁰ Virginia Museum of History and Culture, <https://www.virginiahistory.org/collections-and-resources/garden-club-virginia/public-buildings-and-sites/mary-washington-monument> (accessed January 7, 2021)

²¹ Virginia Museum of History and Culture, <https://www.virginiahistory.org/collections-and-resources/garden-club-virginia/public-buildings-and-sites/mary-washington-monument> (accessed January 7, 2021)

²² Fredericksburg Circuit Court Clerk, Deed Book 94 page 182.

Governmental Approvals Associated with the Site

The conveyance of public property by sale or lease is governed by the Virginia Constitution and Code. The purchase/sale agreement or lease would provide a study period for the conclusion of required governmental approvals.

The City Council is required to hold a public hearing on the conveyance, and to adopt an ordinance to either sell or lease public property. An ordinance approving a sale must be approved by a $\frac{3}{4}$ supermajority of all members; an ordinance approving a lease requires a simple majority vote. The maximum lease term is established by Virginia law at 40 years. The City Council will seek advisory review of any proposed sale or lease by the Memorials Advisory Commission, Architectural Review Board, and Recreation Commission.

The Lodge is located in the City's R-2 zoning district, which permits single-family residential uses by right, with minimum 15,000-square-foot lots that are at least 125-feet wide. The remainder of the Washington Avenue Historic District is located in the City's R-4 zoning district, which permits single-family residential uses with minimum 7,500-square-foot lots that are at least 75-feet wide.

In addition, the Lodge is considered contributing to both the City's Historic District (H-1 overlay) as well as the Washington Avenue Historic District, which is listed on the National Register of Historic Places.²³ Any proposed addition or expansion of the Lodge, new construction, exterior changes, or installation of a new fence or wall would require a certificate of appropriateness from the Architectural Review Board (ARB).²⁴ The ARB's review criteria for exterior alterations may be found in [City Code §72-23.1\(D\)\(2\)](#).

The Boundary Line Adjustment plat dated February 16, 2018, prepared by Webb & Associates, shows the area to be discussed under the proposed preservation agreement (Exhibit A). The area is 3.65 acres and includes the area around the Mary Washington Monument, the Gordon Cemetery, and the Caretakers Lodge.

²³ City Code §72-34.1(E)(4).

²⁴ City Code §72-34.1(C); 72-24.1

Preservation Agreement:

Written by Jim Pates with edits by Michael Spencer, Chair Washington Heritage Museums Board of Directors

Between an Anonymous Donor (Donor), the Washington Heritage Museums (WHM), and the City of Fredericksburg, Virginia.

Over the past year, an anonymous donor, through her attorney Bob Ackerman, put forward two proposals to the City for the preservation and improvement of the Mary Washington Monument property, consisting of approx. 3.65-acres of land, as originally noted in the deed to the city, including the Monument, the Lodge, the Gordon Family Cemetery and all other improvements located on the property at 1500 Washington Avenue and owned by the City (Property). The heart of the two proposals has been that the Donor would agree to donate \$1 million toward the preservation of the Property in exchange for the City placing a preservation easement on the entire 3.65 acres in perpetuity, as first specified in the 1966 deed by which the Property was given to the City. Recently the Washington Heritage Museums (WHM) has expressed interest in maintaining and interpreting the immediate, 0.75-acre area around the monument and lodge structures.

The proposed agreement developed by WHM considers WHM's interests as well as that of the donor and seeks to accomplish the following objectives:

- Preservation and improvement of the 3.65 acres associated with the Mary Washington Monument and Lodge building.
- Provide funding in the form of an endowment to assist WHM's to interpret and preserve the Mary Washington Monument site and surrounding landscape consisting of 0.5 acres.

The proposed agreement developed by WHM maintains responsibility of the Mary Washington Lodge building with the City of Fredericksburg.

Specifically the agreement includes the following elements:

1. **Preservation of the Property:** The City would grant a permanent preservation easement to the Virginia Department of Historic Resources (DHR) or the Historic Fredericksburg Foundation, Inc. (HFFI) or both to preserve the Property as a whole in perpetuity as a park and monument to Mary Washington and to carry out the intent of the 1966 Deed of conveyance. The main provisions of the Easement would be:
 - The Easement would remain in force in perpetuity.
 - It would cover the entire 3.65 acres, including the Monument, the Gordon Family Cemetery, and the Lodge.
 - The Property could never be subdivided and must be kept intact as a memorial to Mary Washington.
 - The only physical improvements that could be made to the Property "by right" would be those outlined in the most recent iteration of a "Master Plan", to be developed by a citizens committee (see below for committee composition) and included as part of the Easement. This would not commit the City to making such improvements but would eliminate the need for further approval or input

from the Easement holder(s). Any changes or alterations would still be required to follow the City of Fredericksburg Historic District Design Guidelines.

- The City would retain the ability to sell or convey the Property to any other entity, provided that the property remained intact. The City would retain the ability to use the Property for any purposes consistent with the Easement and the 1966 Deed of conveyance.

2. Funding of the Proposal: The Donor would create a special trust fund (Trust Fund) with the WHM with a donation of \$1,000,000 to be used exclusively to carry out development of the Master Plan and to assist the WHM in interpretation and development of the immediate 0.5-acre site encompassing the and Monument landscape. The City would still be required to carry out and finance certain duties as prescribed by the Master Plan including maintenance and upkeep associated with lodge building and park acreage not associated with the Lodge or Monument.

3. Development of a Master Plan for the Property:

- a. Upon execution of this Agreement, the WHM would hire a landscape architect or other design professional of its own choosing to work with a citizens committee to develop a Master Plan for the long-term use and enjoyment of the entire Property as a public park and memorial to Mary Washington under the 1966 Deed and that will ensure the maximum benefit and enjoyment of all citizens of Fredericksburg and the nation. The citizens committee shall include seven representatives including one representative named by the Donor or in event of donor's death by next of kin, one representative from WHM, one representative from the easement holder(s), and one representative from the Garden Club of Virginia. Two positions on the committee shall be reserved for citizens appointed by the Memorials Advisory Commission and may include members of said commission. Creation of the citizens committee will suffice to fill the advisory role held by the Memorials Advisory Commission since 2011 and stipulated in the 1966 Deed of conveyance.
- b. The citizens committee will consider the following issues in developing the Master Plan: (i) the purpose and intent of the 1966 Deed; (ii) the use and function of the Property in relation to the adjoining public park and recreational area; (iii) optimization of the Property as a tourist site; (iv) historic interpretation, handicapped access, signage, and pedestrian access around the Property; (v) regular or periodic access to the Lodge for visitors and the public; (vi) preservation of the site following Secretary of Interior Standards with particular attention paid to scale and massing as well as retention of design and material integrity; (vii) security of the site; (viii) physical delineation of the Property and demarcation of the Property as an historic site; (ix) assignment of tasks associated with recommendations and; (ix) timeline for implementation. The Master Plan may consider all potential public uses of the Property under the Master Plan.
- c. Ratification of the Master Plan would require approval of the easement holder(s) as well as the WHM Board of Directors and Fredericksburg City Council. Changes to the Master Plan would require similar approval. Furthermore, notice would be given to the easement holder(s), WHM, as well as the City of Fredericksburg or their chosen representatives prior to any work commencing other than work falling under regular

site maintenance as defined in the Master Plan. Work conducted at the site would still be governed by the Historic District overlay (H-1 designation) and would require approval by the City of Fredericksburg's Architectural Review Board (ARB).

4. Use and Maintenance of the Lodge and the Monument Grounds:

- a. Upon execution of the Agreement, the City will lease the grounds, consisting of 0.5 acres around the Monument, as defined by adjustments to The Boundary Line Adjustment plat dated February 16, 2018, to the WHM for a period of ____ years, at a rent of \$1.00 per year. In exchange, the WHM will execute portions of the Master Plan assigned via that document, and that are associated with the grounds, including enhanced interpretation, plantings, upkeep of flowerbeds, and structure maintenance excluding the Lodge building and Monument.
- b. The City shall inspect the Lodge and Grounds at least annually to ensure that WHM and the Lodge lessees are carrying out their responsibilities under the leases and this Agreement.
- c. The City will continue to manage and keep up the remainder of the Property outside the immediate grounds of the Lodge and Monument as it currently does. This will include cutting the grass, maintaining the landscaping, planning and managing public events, maintaining insurance liability (for the entire site, including the immediate grounds), keeping the grounds neat and clean, and providing security. Other duties may be specified in the Master Plan.
- d. Prior to the signing of all leases associated with the site the City will be expected to have completed specific tasks outlined in the Master Plan and may include such items as tree removal and slope stabilization.

5. Use and Management of the Trust Fund:

- a. The WHM will manage, invest, and spend the \$1 million Trust Fund exclusively for the purpose of carrying out this Agreement. Such funds will be managed separately from all other funds associated with the organization. The main purpose of the Trust Fund will be to pay for any improvements of the 0.5 acres called for under the Master Plan. Other long-term improvements or maintenance that the WHM and the City wish to carry out at the Property, and that are approved by the citizens committee, may utilize funds from the endowment but will require WHM Board of Directors approval. The City and WHM are encouraged to raise additional funding from time to time as they see fit. The WHM will also expend no more than 15% of the Trust to pay for the Master Plan.
- b. Withdrawals from the Trust will not exceed 4% annually of a five-year rolling average, with an additional 1% withdrawal allowed under emergency measures as approved by the WHM Board of Directors in consultation with the Citizens Committee.

- i. A one-time expense related to the creation of a Master Plan for the site will be allowed but may not exceed \$150,000.
- c. WHM administration and staff time dedicated to the management of the site shall be reimbursed from the Trust and considered part of the annual 4% withdrawal.
- d. Additional insurance costs associated with management of the site shall be reimbursed from the Trust and considered part of the annual 4% withdrawal.
- e. The WHM will provide the City and the Donor an annual accounting of the funds expended for the previous calendar year under this Agreement.
- f. WHM is not obligated to use any of its financial resources beyond the Trust referred to in this Preservation Agreement. Should WHM no longer be able to maintain the property the Trust as well as maintenance would revert to the City until another lessee could be found.

DRAFT



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FREDERICKSBURG AND
FREDERICKSBURG AREA MUSEUM
FOR SPONSORSHIP OF A NEW CURATOR POSITION**

THIS AGREEMENT, entered this ____ day of _____, 2021, is between the City of Fredericksburg (“City”) and Fredericksburg Area Museum and Cultural Center, Inc. (“FAM”).

RECITALS

In 2017, the City of Fredericksburg engaged the International Coalition of Sites of Conscience to conduct a study to better understand the community’s telling of its African American history.

FAM’s mission is to collect research, interpret, teach, and preserve the history, heritage, and culture of the Fredericksburg region, serving a diverse community through a commitment to inclusion, integrity, credibility, and relevance.

After a year-long study and community outreach effort, the City Council made the decision to remove a slave auction block from the public right-of-way.

FAM accepted the auction block on loan from the City, and has committed to engage a professional in the field of museum interpretation to plan and install a permanent exhibit meeting high standards of scholarship, accessibility, and design for display of the auction block.

FAM’s planned interpretation of the auction block will maintain the association of the block and the larger Planter’s Hotel site at 401-405 William Street, and will necessarily coordinate with the interpretive efforts at the site itself.

As part of the initiative to tell a more complete story of our diverse community and its history, the City desires to partner with FAM to support these common goals and to establish a new position: Curator of African American History and Special Projects.

To further this partnership, the City has proposed a special appropriation of funds to provide financial support for this position.

AGREEMENT

- I. **Scope of Collaboration.** The City and FAM agree to cooperate in the creation of a new Curator of African American History and Special Projects position that will be directly responsible for leading a citywide interpretive initiative for African American History in the City of Fredericksburg and at the Fredericksburg Area Museum (the “Program”).

A. Selection and Supervision of Curator.

1. FAM will recruit, select, and hire a Curator of African American History and Special Projects (“Curator”) whose duties, experience, and qualifications shall substantially conform to the Job Description, which is attached to this Agreement, labeled as “Attachment 1,” and incorporated herein by reference.
2. The Curator will work full-time (approximately 40 hours per regular work week) under the direct supervision of the FAM President and CEO.
3. FAM assumes all responsibilities as the employer of the Curator, including payment of wages and other compensation, which shall be in accordance with FAM employee policies and procedures and in compliance with applicable federal and state law.
4. Alternate staffing arrangements, consistent with the objectives of the Program, may be considered, subject to City approval.

B. Creation of Program Committee. The Curator will lead a joint African American History Committee that will develop a coordinated, collaborative approach to Program implementation. The Committee’s membership will consist of representatives from FAM, community members, the City Manager’s Office, Department of Public Works, Department of Community Planning and Building, and the Economic Development and Tourism Office.

C. Project Priorities and Benchmarks.

1. Immediate priorities. The City and FAM agree that the following priorities will be a primary and immediate focus of the position, and they will work toward a goal of achieving the completion targets set forth by FAM: FAM and the City agree to review progress on Program goals monthly and make updates as needed.
 - a) Create a strategic plan with project objectives and deadlines to include a cohesive interpretive plan for both FAM and the City at large. Target Completion: 3 months after Curator’s date of hire.
 - b) Oversee the development of an exhibition on African American history to include interpretation of the “Slave Auction Block” inside the Fredericksburg Area Museum. Target Completion: While development will be ongoing, Curator will work to ensure that the Project remains on schedule for the exhibit to open in March 2024.
 - c) Work with City staff to develop and implement an interpretive plan, building upon prior work with the public, ICSC, and the Memorials Commission, for the auction block site at the corner of William and Charles Streets. Once the City approves the plan, an RFP will be jointly developed to achieve design and construction to live the plan’s intent. Target Completion: 4 months after Curator’s date of hire.

2. Additional projects. Additional priority projects that will guide the Curator's work over the course of the initial two-year partnership include the following, with the schedule for these projects to be determined upon completion of the strategic plan more fully described in Section C(1)(a) above

- a) Work with FAM educator to create K-12 education programs as they pertain to interpretive ephemera.
- b) Review inventory of wayside panels in the City and recommend future panels as they pertain to the African American story.
- c) Review, revise, and update City interpretive materials, including, but not limited to 1) the "Trail to Freedom" brochure and website (TrailtoFreedomVA.com), 2) the "African American History of Fredericksburg" brochure, 3) the Underground Railroad brochure.
- d) Review the Visitor Center video, VisitFred.com, and FAMVA.org, and make recommendations on content as it pertains to the African American story.
- e) Compile a comprehensive list of African American heritage programs from sites in the City and make recommendations for how the sites may tell a more complete story.
- f) Build a downtown walking tour focused on African American history.

II. Term.

A. This Agreement shall become effective immediately upon execution, and shall expire two years from the date of hire of the Curator, unless otherwise terminated by the Parties in accordance with this Agreement.

B. In the event the Curator position becomes vacant, FAM and the City will make every effort to continue the Program work in the Curator's absence until the end of the then-current fiscal year or until the vacancy is filled, whichever occurs first. If the vacancy cannot be filled, then this Agreement shall automatically terminate on the last day of the fiscal year in which the vacancy occurred, unless otherwise agreed to by the Parties.

C. The Parties may renew this Agreement for up to two additional two-year terms and make modifications consistent with Program objectives at any time, by executing a written amendment to this Agreement.

III. Funding and Payment.

A. The City will provide the funds to FAM to sponsor the Curator position in the amount of \$50,000 per year for two years, beginning with the FY 2022 budget effective July 1, 2021. The City Council will consider an amendment to the FY 2022 budget to

appropriate the necessary contribution for FY 2022 by September 1, 2021. The sponsorship funding is considered separate and apart from the annual contribution of the City to the Fredericksburg Area Museum. Sponsorship payments are proposed to be bi-annually, and the first payment would be made upon notification to the City of the hiring of the sponsored employee.

B. FAM will supplement the funding at a level sufficient to achieve a competitive hiring rate.

C. FAM agrees to use the funds received under this Agreement for the purposes set forth herein. The funds shall not be used for any other purpose without the City's prior written approval.

D. All funds are subject to appropriation by the City Council. If Council does not appropriate the required funds, this Agreement will terminate on June 30 of the then-current fiscal year.

IV. Termination. Either party may terminate this agreement for any reason with 60 days' written notice to the other party. In the event that either party elects to terminate this agreement in accordance with this provision, FAM agrees to promptly return any portion of funding unexpended as of the effective date of termination.

V. Ownership of Documents. All documents, records, and materials produced by the Curator in the course of the Curator's employment shall remain the property of FAM, except for documents and materials prepared for City use or branded as City materials, included but not limited to, City brochures and other materials intended for use by the Fredericksburg Visitor's Center or Economic Development and Tourism Office, content for City government websites, and informative displays for City wayside panels. These documents and materials ("City Materials") shall become property of the City. Upon completion of a project that results in production of City Materials, FAM agrees to transfer the original City Materials to the City in hard copy, electronic format, or both, as desired by the City. FAM assigns to the City the copyrights to all City Materials prepared, developed, or created under the Program and in accordance with this Agreement.

VI. Communications. The Parties agree to collaborate on major external communications regarding the Program and related projects, including but not limited to press releases, events, and exhibit announcements and promotion.

VII. Notices. Communication and details concerning this Agreement shall be directed to the following representatives:

CITY

Tim Baroody
City Manager
P.O. Box 7447
Fredericksburg, VA 22404
Phone (540) 372-1010
Email: tjbaroody@fredericksburgva.gov

FAM

Sara Poore
President & Chief Executive Officer
P.O. Box 922
Fredericksburg, VA 22404
Phone (540) 371-3037
Email: spoore@famcc.org

The Parties have executed this Agreement as of the date listed above.

CITY

FAM

By: _____
Timothy J. Baroody, City Manager

By: _____
Sara Poore, President & CEO



MEMORANDUM

TO: Timothy J. Baroody, City Manager
FROM: Dori Martin, Assistant City Attorney
Kathleen Dooley, City Attorney
DATE: **June 17, 2021** (for the June 22, 2021 Council Work Session)
SUBJECT: **Return to Pre-COVID-19 Operations**

As COVID-19 conditions continue to improve and infection rates decline, Governor Ralph Northam has announced that the State of Emergency declared over 15 months ago will be allowed to expire on June 30, 2021. Most of the Commonwealth's emergency regulations related to public and private gatherings, social distancing, and mask wearing have already been lifted, and the end of the state of emergency will mark the official return to pre-pandemic operations throughout Virginia.

The City of Fredericksburg has been operating under a Declaration of Local Emergency since March 16, 2020. Council confirmed the local declaration at a special meeting on March 20, 2020, authorizing the City Manager to take lawful actions and issue lawful emergency orders to protect the public health. While the local emergency has been in place, the City has been operating in accordance with its Emergency Operations Plan, and City public bodies have been using special procedures put in place to ensure continuity of government during the pandemic.

With the upcoming expiration of the COVID-19 State of Emergency throughout the Commonwealth, the time has come for the City to evaluate emergency conditions locally to determine when and how to wind down the City's emergency operations and ensure an orderly transition back to pre-pandemic practices and procedures. Two critical steps in the transition process will depend on Council consideration and action—ending the local emergency and repealing Ordinance 20-05, the Continuity of Government Ordinance.

Declaring the End of the Emergency

The City's local emergency declaration is not wholly dependent on the existence of a state of emergency declared by the governor. Rather, Virginia Code §44-146.21 authorizes the governing body to use its own judgment to determine whether all emergency actions have been taken. Nevertheless, the existence of a state of emergency provides an important justification for a local emergency, so that once the state of emergency is no longer in place, the local government must be able to provide a strong independent justification of why the local emergency should continue.

Recent declines in infection rates and in the number of new COVID-19 cases being reported, not only in the City of Fredericksburg, but in the Rappahannock Regional Health District as a whole, support a conclusion that emergency conditions related to COVID-19 have subsided. The City's public facilities are in the process of reopening, and capacity restrictions are being lifted for public meetings.

If these positive trends continue, the City Attorney's Office anticipates presenting a resolution declaring an end to the local emergency for Council's consideration at the July 13th City Council meeting. This date was selected in order to allow for the natural expiration of Governor Northam's State of Emergency, to give advance notice to the public, and to give City emergency personnel time to wind down their emergency plans.

Repealing the Continuity of Government Ordinance

Ordinance 20-05, An Ordinance to Address Continuity of City Government during the Pendency of a Pandemic Disaster, has been used by City Council, the City School Board, and many other local boards and commissions to enable them to conduct public business safely, effectively, and with transparency during the challenging circumstances of the pandemic.

The ordinance was enacted under the authority provided by Virginia Code § 15.2-1413 to implement methods and special procedures to ensure the continuity of City government through the end of the disaster. It includes provisions for remote meetings and suspends certain deadlines and procedures. Pursuant to state law, the ordinance includes an automatic expiration date of 6 months after the end of the pandemic disaster, which would be measured by the date the local emergency has ended.

However, as the emergency conditions related to the pandemic have subsided, the public health threat that necessitated the establishment of these special procedures has been significantly reduced. City public bodies are already beginning to meet again with a quorum physically assembled in one location; therefore, staff recommends that Council repeal the ordinance, based upon a determination that the COVID-19 pandemic no longer presents a threat to the City's ability to conduct its normal operations. In order to allow time for notice to the City staff, boards and commissions, and members of the public who will be affected by this change, we recommend that Council take this issue up at its July 13, 2021 meeting.

What Does This Mean?

While declaring the end of the local emergency is an important (and legally required) function of the governing body, the repeal of the Continuity of Government Ordinance will have the most noticeable effects on the ways in which we conduct public business in the City.

Reinstating Rules and Procedures. Ordinance 20-05 suspended several administrative requirements associated with meetings of the City Council, which we will now need to reinstate:

- Traditional quorum rules apply. The required meeting quorum may no longer be reduced due to absence of members for reasons associated with COVID-19.
- Agendas will return to the prescribed format set by Council resolution and will no longer be subject to modification by the Clerk of Council

- Suspension of the rules will again be required for an ordinance or resolution appropriating funds in excess of \$100,000 to be adopted on second reading on the same day as its introduction.

Restoring Deadlines. Deadlines requiring action by City personnel, including time frames for administrative review, were suspended for the duration of the pandemic to provide flexibility in cases of reduced staffing or environmental concerns. All deadlines under state and local law will be back in place.

Returning to In-person Public Meetings. Virtual public meetings will no longer be authorized, and the traditional rules mandated by the Virginia Freedom of Information Act will apply.

- Meetings shall be open to the public.
- Members will be expected to attend in person. Virginia Code § 2.2-3708.2 permits individual members of a public body to participate electronically only in limited circumstances if the public body's policies allow, including
 - Due to a temporary or permanent disability or medical condition that prevents the member's physical attendance, or
 - If the member is unable to attend due to a personal matter (members may participate electronically under this exception up to 2 times in a calendar year).
- Resolutions that have been adopted by boards and commissions to provide for electronic meetings will automatically expire.
- Public bodies are no longer required to accept written comments, but they may adopt a policy to continue doing so.
- Public bodies are no longer required to continue public hearings over a span of two meetings, though they may do so if circumstances warrant and in accordance with their regular meeting procedures.
- FOIA encourages making meetings available to the public via video livestream, and public bodies may continue doing so if resources permit.