

INTRODUCED: November 14, 2022

AN ORDINANCE No. 2022-311

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Contract between the City of Richmond and the Italian-American Cultural Association of Virginia for the purpose of providing for the transfer of ownership of the statue portion of the City-owned monument to Christopher Columbus to the Italian-American Cultural Association of Virginia for nominal consideration.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: DEC 12 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

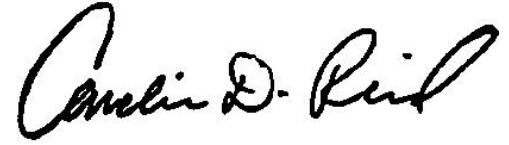
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Contract between the City of Richmond and the Italian-American Cultural Association of Virginia for the purpose of providing for the transfer of ownership of the statue portion of the City-owned monument to Christopher Columbus to the Italian-American Cultural Association of Virginia for nominal consideration. The Contract 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: DEC 12 2022 REJECTED: _____ STRICKEN: _____

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

**A TRUE COPY:
TESTE:**

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

City Clerk



City of Richmond

Intracity Correspondence

O&R REQUEST

DATE: October 18, 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: Robert C. Steidel, Deputy Chief Administrative Officer Robert C Steidel

Reginald E. Gordon, Deputy Chief Administrative Officer

RE: To dispose of a Monument to Christopher Columbus ("Monument"), consisting of a statue ("Statue") to the Italian-American Cultural Association of Virginia, a Virginia nonstock corporation (the "Association")

ORD. OR RES. No. _____

PURPOSE: Under Charter sec. 2.03(g)'s Council is requested to "sell, lease or dispose of . . . other property of the city, real and personal.", the Statue "as is", to the Association

REASON: By ordinance adopted by the City Council of the City of Richmond on July 15, 1925, the City accepted the gift of the construction of a Monument to Christopher Columbus ("Monument"), consisting of a statue ("Statue") sitting upon a pedestal ("Pedestal"). The Monument was constructed at the south end of what was then the Boulevard. The Monument was torn down and damaged by protestors in May, 2020 and is currently being stored by the City. The City desires to retain ownership of the Pedestal and to dispose of, and the Association wishes to take ownership of, the Statue.

RECOMMENDATION: The City shall deliver all the Statue to the Association at such location as determined by the City and the Association, and the Association promptly shall accept delivery of the Statue (i) by written document confirming such acceptance and acknowledging the condition of the Statue at the time of acceptance and (ii) in compliance with all applicable laws, rules, and regulations.

BACKGROUND: The Italian American Cultural Association Giuseppe Verde Lodge has requested ownership of the Statue from the City of Richmond.

Digitally signed by Robert C Steidel
Date: 2022.10.18 11:56:06 -0400

O&R Request

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FISCAL IMPACT / COST: Di minimis cost for in-city labor and transportation of the Statue

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: November 14 2022

CITY COUNCIL PUBLIC HEARING DATE: TBD

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Planning Commission

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Public Works, Department of Parks and Recreation.

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance adopted by the City Council of the City of Richmond on July 15, 1925, the City accepted the gift of the construction of a Monument to Christopher Columbus ("Monu-ment"), consisting of a statue ("Statue") sitting upon a pedestal ("Pedestal").

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

- CONTRACT by and between the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City"), and the Italian-American Cultural Association of Virginia, a Virginia nonstock corporation (the "Association").
- August 30 2022 Paul DiPasquale email "Columbus Damage Report in one e-mail"

STAFF:

Bob Steidel, Deputy Chief Administrative Officer, 804-646-1378

Hohl, Adam F. - DCAO of Operations

From: paul dipasquale <howyoufixit@gmail.com>
Sent: Tuesday, August 30, 2022 4:25 PM
To: Steidel, Robert C. - DCAO of Operations
Cc: Hohl, Adam F. - DCAO of Operations; Lewis, Glen M. - DPR
Subject: Columbus Damage report in one e-mail

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.

Robert C Steidel
City of Richmond VA
Deputy Chief Administration Officer
Operations Portfolio
Robert.Steidel@rva.gov
804-646-1378

Columbus Statue, Damage Report
Assessment: August 30, 2022, by
Paul DiPasquale, Master Sculptor
howyoufixit@gmail.com
(804) 690-0879

Report of visible damage and proposed cost for repair for the graffitied and dismantled Columbus bronze statue formerly installed at the South end of Arthur Ashe Blvd. Currently in storage at the City Facility, 810 Forest Lawn Drive ; observed by Glen Lewis and Steve Taylor of Richmond City and Paul DiPasquale August 29,2022.

Photographs and specifications of the statue accompany this report.

OBSERVATION OF DAMAGE:

Overall, the statue appears in good condition largely due to the thickness of the casting, 1/4" - 3/8"; no parts are missing. One damage exception is the crown of the head which is freshly cracked (4"±) and freshly dented (2" dia. & 1/2" depth). This scalp area was historically weak and had almost failed during the bronze pouring of the statue and thus was vulnerable to damage during the forced dismantling. At the time of original casting of the bronze, the thinness of the metal (1/16") allowed for pinhole porosity judging from the multiple lead plugs used to fill and repair the holes drilled into the pinholes. The dent, the crack, and the missing lead plugs were certainly caused because of this frailty during the forced dismantling and dragging of the statue.

The only other physical damage to the statue observable in its current prone position is on the corner of the 3' X 3' baseplate, the top corner of the books, and likely on the shoulders blade(s) on the back of the figure. All these areas were scraped during the dragging of the statue.

The spray paint and bucket paint graffiti defacing the statue is sporadic over the front of the figure. Specific areas include: the face, both hands, the front of the coat below the arm, and the left foot and base plate.

REPAIR and costs

A.) Welding of and shaping of scraped-down areas;

(note that damage to the back and shoulders may be more extensive than can be observed presently):

The thickness of the metal in the scraped places can be welded with wire-feed silicone bronze and carved with disc and die grinders to original shape by a certified welder who can bring their welding equipment and tools to the statue.

Estimated cost range including travel time:\$ 1,000 - \$ 1,500

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Columbus Statue, Damage Report

By P. DiPasquale
August 30, 2022

REPAIR (continued)

B.) Repair of the crown (scalp crack and dent area on the top of the head):

Due to the thinness of the metal and the existing holes and weakened area in general, I would suggest an epoxy repair, similar to a car fender dent repair, but with a higher quality epoxy filler, light gray in color. Such a repair would strengthen the area and given the location of the repair, not be observable. Of course with a false patina in this small area, it would be difficult to even find the repair on inspection.

Estimated cost range, including travel time:\$ \$1,500 - \$2,000

C.) Graffiti/paint removal, sand blasting (with plastic beads) and patina:

Foundry skills are required for the patinization as well as travel to the statue with equipment.

Estimated cost range including travel time:\$ 2,500 - \$ 3,500

Total Estimated Repair Costs\$5,000 - \$ 7,000



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Columbus

Statue, Damage Report

By P.DiPasquale

August 30, 2022



Height from baseplate to crown: 7' - 4"

Base plate dimension is 3' X 3'; estimated weight: 800 - 1100 lbs.

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Columbus Statue, Damage Report
By P. DiPasquale
August 30, 2022



Book corner damage



Shoulder scraped; Painted hand

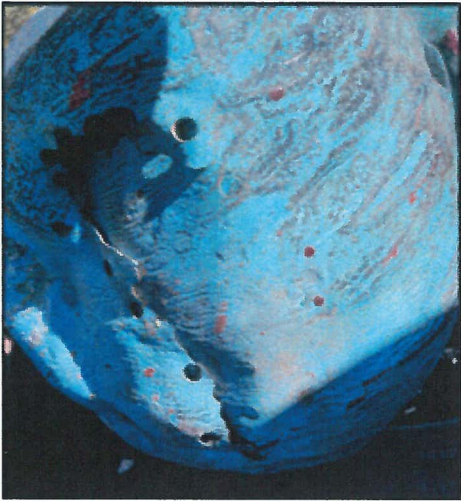


Spray and bucket paint



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Columbus Statue, Damage Report
By P. DiPasquale
August 30, 2022





CONTRACT

THIS CONTRACT is entered into this ____ day of _____, 2022, by and between the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City"), and the Italian-American Cultural Association of Virginia, a Virginia nonstock corporation (the "Association").

RECITAL

- A. By ordinance adopted by the City Council of the City of Richmond on July 15, 1925, the City accepted the gift of the construction of a Monument to Christopher Columbus ("Monument"), consisting of a statue ("Statue") sitting upon a pedestal ("Pedestal").
- B. The Monument was constructed at the south end of what was then the Boulevard.
- C. The Monument was torn down and damaged by protestors in May, 2020 and is currently being stored by the City.
- D. The City desires to retain ownership of the Pedestal and to dispose of, and the Association wishes to take ownership of, the Statue.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1.0 **Delivery of Statue to Association.** The City shall deliver all the Statue to the Association at such location as determined by the City and the Association, and the Association promptly shall accept delivery of the Statue (i) by written document confirming such acceptance and acknowledging the condition of the Statue at the time of acceptance and (ii) in compliance with all applicable laws, rules, and regulations.
- 2.0 **Association Obligations.**
 - 2.1 **Receipt of Statue by Association.** Upon delivery of the Statue to the Association, the Statue will become the property of the Association, all risk of loss related to the Statue will transfer to the Association, and the City will have no further rights or obligations with regard to the Statue, subject only to the provisions of this Contract.
 - 2.2 **Acceptance of Statue.** Should the Association fail to accept the Statue as provided in this Contract, the Association will obtain no property interest in it, the City will have no further obligation to the Association, and the City will be free to dispose of the Statue in a manner of the City's choosing in its sole discretion.
- 3.0 **Liability.**

3.1 **Release.** The City shall not be liable for any personal injury or property damage to the Association or its agents, contractors, employees, officers, or volunteers related to the obligations specified in this Contract, irrespective of how the injury or damage is caused, and the Association hereby releases the City from any liability, real or alleged, for any personal injury or property damage to the Association or its agents, contractors, employees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 3.1 will survive the termination of this Contract.

3.2 **Indemnity.** The Association shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Association of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Association or its agents, contractors, employees, officers, and volunteers. Further, the Association shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Association or its agents, contractors, employees, officers, or volunteers under or in connection with this Contract. The Association shall, upon written demand by the City, assume and defend at the Association's sole expense any and all such claims or legal actions. This section 3.2 will survive termination of this Contract.

3.3 **Insurance.**

A. Within 30 days of the commencement of this Contract and thereafter throughout the term of this Contract, the Association shall obtain, carry, and maintain, and shall cause its agents and contractors to carry and maintain, the following insurance, in a form reasonably acceptable to the City, which insurance shall be primary to all insurance coverage the City may possess:

1. Commercial General Liability occurrence-based (not claims-made) in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, in a form reasonably acceptable to the City, which insurance shall be primary to all insurance coverage the City may possess.

2. Automobile Liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence covering all owned, non-owned borrowed, leased, or rented motor vehicles operated by the Association or its agents, contractors, employees, officers, or volunteers.

B. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- C. No change, cancellation, or non-renewal shall be made in any insurance coverage without prior written notice to the City. The policies shall provide for notification to the City in the event of cancellation. Cancellation and nonrenewal notice shall be made by the insurer.
- D. The following terms shall be applicable to the policies of insurance:
1. The insurance shall be issued by companies admitted within the Commonwealth of Virginia, with Best's Key Rating of at least A: VI.
 2. Before the Association or its agents, contractors, employees, officers, or volunteers take possession of the Statue, the Association shall deliver to the City one or more valid Certificates of Insurance which show the foregoing insurance coverage to be in force and effect. Individual insurance policy declarations sheets or pages, or a specimen copy of individual policies, shall be provided upon request.
 3. The Association shall list, and shall cause its agents and contractors to list, the City and its employees and officers as additional insured, which shall be reflected on the Certificate of Insurance therefor delivered to the City or in copies of endorsements therefor delivered to the City.
 4. The Association shall cause its Commercial General Liability and Business Automobile Liability policies and those of its agents and contractors to be endorsed to provide that coverage will not be canceled, non-renewed, or materially modified in a way adverse to the City without 30 days' prior written notice to the City. The Association shall cause a copy of each such endorsement to be delivered to the City prior to taking possession of the Statue and the Certificate of Insurance to reflect the notice provisions set forth herein.

4.0 Term and Termination.

4.1 Commencement. This Contract shall commence upon execution by both the Association and the City.

4.2 Termination. This Contract shall terminate automatically upon the earlier of (i) the City's delivery to the Association and the Association's acceptance of the Statue as provided in this Contract or (ii) the Association's failure to accept the Monuments as provided in section 2.2.

5.0 General Provisions.

5.1 Assignment. The Association shall not transfer or assign its rights or obligations under this Contract.

5.2 Dispute Resolution.

5.2.1 Construction and Interpretation. Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

5.2.2 Forum and Venue. Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

5.2.3 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Association in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

5.3 Modifications. This Contract contains the complete understanding and agreement of the parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representatives of each of the parties hereto.

5.4 No Third-Party Beneficiaries. Notwithstanding any other provision of this Contract, the City and the Association hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Association; (iii) no individual or entity shall obtain any right to make any claim against the City or the Association under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors and sub-vendors, regardless of whether that individual or entity is named in this Contract.

5.5 Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the Association:

President
The Italian-American Cultural Association of Virginia
10307 West Broad Street #290

Glen Allen, VA 23060-6716

B. To the City:

Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, Virginia 23219

With a copy to:

City Attorney
900 East Broad Street, Suite 400
Richmond, Virginia 23219

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

- 5.6 **Subject-to-Appropriations.** All payments and other performances by the City under this Contract are subject to City Council approval and annual appropriations by the City Council. It is understood and agreed between the parties that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract. Under no circumstances shall the City's total liability under this Contract exceed the total amount of funds appropriated by the City Council for performance of this Contract.
- 5.7 **Authorization to Act.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City under this Contract.
- 5.8 **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Contract is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Contract as the agent or representative of any other party to the Contract for any purpose.
- 5.9 **Severability.** If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 5.10 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. This Contract is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures will be treated in all respects as having the same force and effect as original signatures.

Effective as of the date first written above.

THE ASSOCIATION:

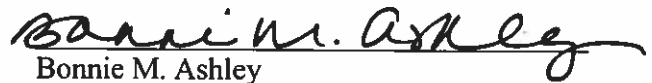
By: _____
Virginia C. Hudert
President

THE CITY:

By: _____
J. E. Lincoln Saunders
Chief Administrative Officer

Authorized by Res. No. 2022-R____,
adopted _____, 2022.

APPROVED AS TO FORM:


Bonnie M. Ashley
Deputy City Attorney