

Markham, Lory P. - PDR

From: Jennie Dotts [jennie@oldhouseauthority.com]
Sent: Saturday, July 16, 2016 10:15 PM
To: rpooleadop@aol.com; Markham, Lory P. - PDR; Bieber, Craig K. - City Council Liaison; Samuels, Charles R. - Council Member
Cc: Newbille, Cynthia I. - Council Member; noliver@timesdispatch.com; leah.small@styleweekly.com; peter.galuszka@styleweekly.com; 'Jason Roop'; mholmerg@wtvr.com; kellelibby@gmail.com
Subject: Planning Commission & Maggie walker statue
Attachments: PAC Minutes 5-10-2016 (003).pdf; 1percentOrdinance.pdf; 2010resolution.pdf; DHR to UDC Letter re Maggie Walker.pdf; HRF letter.pdf; mendezMW contract.pdf; Brook Rd HALS report 6.16.pdf; Free press Toni letter.pdf

Lori,
Please share with all members of the Planning Commission and post to your website. It is unclear that Commission members understand the violations of due process regarding this process:

- 1) One-percent for the arts monies are to be spent on art. Non-art related expenses such as street closure, granite benches, utility relocation, storm water run-off issues related to destruction of the live oak MUST BE APPROVED BY CITY COUNCIL.
- 2) A 2010 Council resolution stated that funding for this project would be private. To date, no explanation has been given as to what efforts were made to secure them
- 3) No bids have been issued for the project.
- 4) Artist Toby Mendez has been involved in site design since January and his contract with the City is dated May 25th 2016. How has he been paid and how much for work outside his stated scope of work?
- 5) CAR was removed from its official review role.

If the Planning Commission authorizes this project it is allowing the Mayor to filch funds from the Dept of Public Work, Dept of Public Utilities and sack the account of the Public Arts Commission which has other obligations. Read the attached and think hard before you vote to allow this project to move forward.

<http://wtvr.com/2016/07/01/follow-maggie-walkers-lead-in-funding-building-her-monument/>

<http://www.styleweekly.com/richmond/maggie-walker-memorial-could-cost-1-million-process-questioned/Content?oid=2346150#.V4rpyR0Rdbk.gmail>

Thank you,
Jennie

Jennie Dotts, REALTOR
Virginia Properties, a Long & Foster Co.
Top Producer, Long & Foster Gold Team
Richmond Association of Realtors Platnum Award
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PUBLIC ART COMMISSION MINUTES

May 10, 2016

A regularly scheduled meeting of the City of Richmond Public Art Commission was held at 9:18 a.m. on Tuesday, May 10, 2016, in the 5th floor conference room in City Hall.

In Attendance: Susan Reed, Chair
Francis Thompson, Vice-Chair
Mark Olinger, Director of Planning & Development Review
Paul DiPasquale
Chris Arias
Dave Johannas
Ed Trask
Sarah Cunningham
Anne Fletcher
Ashley

Absent: Sarah Driggs

Staff Present: Ellyn Parker, *staff*
Betty Robinson, *staff*

Roll Call:

The meeting was called to order by Ms. Reed at 9:18 a.m.

It was determined that there was a quorum of members.

Approval of the Minutes:

The April Minutes were not ready to distribute and will be reviewed at the June meeting.

Secretary's Report:

Ms. Parker stated Manchester has been installed. The Court will have a renaming ceremony on May 20th.

Presentation – Sound Art Project (Vaughn Garland)

Mr. Garland provided a presentation of his sound art project. He stated he has reached out to a number of individuals in Richmond, they are listed as potential partners. He stated the idea is for all of us to come together and make some kind of sound art exhibit for the City. You would have partners like VMFA or 1708, etc., they would be putting on their own sound exhibits and they would come together and call this a Citywide Sound Art

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Exhibit. They are looking at fall 2018, so that they can get in everyone's budget cycle, so that each exhibit is funded through the institution. They do not want to have to raise money so they are trying to bring as many partners into this as possible. He stated along with this they want to build a conversation about sound and the way people are approaching sound, as well as the history of sound in film, media, TV and so forth.

Ms. Fletcher asked have you thought about doing some sort of public private partnerships or getting larger corporations to do matching funds or anything like that.

Mr. Garland stated it is important that they have people like that. It would be great to have the conversation open.

Ms. Cunningham asked what the total budget for the project is.

Mr. Garland stated they do not have one right now. They are still looking at how many artists and what people are bringing in.

Mr. Arias asked how long you see the installations being up.

Mr. Garland stated they are thinking about a scattered schedule, not having them all open at one time, having one institution have an exhibit for one month, so it builds up to several months long, maybe starting summer into fall. They are looking at maybe four or five months long.

Mr. Arias asked how you go about curating, is it a competition.

Mr. Garland stated it is not a competition, it is just individuals that love the idea of a group show and bringing their own expertise into it.

Public Comment:

There was no public comment.

REGULAR AGENDA

Maggie L. Walker Memorial Update:

Mr. Mark Olinger stated the Public Art Commission gave conceptual approval to the statue at the last meeting. The comments about the plaza went to Planning Commission. The Planning Commission deferred the plaza design to its May 16th meeting. He stated we are having a conversation with the design team tomorrow morning at 10:00 a.m. to get ready for the submittals to Planning Commission. He stated there will be significantly less landscape material on the north and east of the plaza. Mr. Mendez is very committed to the identity wall but the identity wall will be getting smaller. The treatment of Brook Road will be more pronounced. Ms. Walker is still on Brook Road, she is not moving. She will be inside the curb line. He handed out a cost estimate to the Public Art

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Commission for the prior iteration. The iteration that they looked at in the last month or so, prior to any changes is roughly \$750,000. Whether some of these numbers will change a little bit will depend on the revised drawing; it goes to Planning Commission next week. Sewer work and safety lighting at the plaza will be taken care of by the Department of Public Utilities. The mobilization and contingency would be shared expenses among the three departments, the Department of Public Utilities, Department of Public Works and the Department of Planning and Development Review. Public Works will be doing all of the non-statue stuff, demo, curb work, all of the flat work except for the granite circular area, tree grates, decorative benches, trash cans, and landscaping. The Public Art Commission would be responsible for fundamentally granite and signage. The single biggest item is the \$200,000 proposed for the granite benches. Mr. Olinger stated the estimates are not refined but it is important to give everybody the order of magnitude cost so that even if things change a little bit we have a sense of where the funding would come from.

Ms. Kistler asked who has final review of the plaza design.

Mr. Olinger stated Planning Commission ultimately.

Ms. Kistler asked how we figure into that process from now until the project is completed and approved.

Mr. Olinger stated the idea would be to bring it back for final in June.

Ms. Reed stated that it was not conceptually approved and it should not

Ms. Parker stated that the Planning Commission will be the only other commission that would hear the Conceptual designs again and that the PAC would hear the final design when it came before them again.

Mr. Olinger stated that the design team feels that they have met the 16 conditions on the project that will go back to the Planning Commission on May 16th. Mr. Olinger stated that some items like the Identity Wall are items that the design team feels very strongly about. The other item that came up was the shadow wall and the idea of shadows and shade on the plaza and that there are ways to create shade onto the plaza without obstructing the statue and there is some green

Ms. Kistler asked if there was a way to put trees on Broad Street and made the point the there should be ways to make the plaza habitable during the summer months.

Mr. Olinger stated that we do not want to prejudge where we are and where we all with the budget and what we will be sharing with the agencies.

Ms. Reed asked if the Public Art Commission would see the conceptual again as the PAC would be paying for it and felt like they should have a chance to see it again.

Mr. Olinger stated the Planning Commission will see it on May 16th.

Ms. Parker stated the Planning Commission determined that they would continue the item until the May 16th meeting and not send it back to either the PAC or UDC for conceptual

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review. The PAC would review the project again in final review when it came back to the Public Art Commission.

Ms. Reed stated that the PAC asked to see it again.

Ms. Parker stated that the Planning Commission made the decision to not have it review by other designs.

Mr. Johannes stated that the PAC should be present the Planning Commission.

Ms. Fletcher stated from her perspective the biggest concern is the fact that they are looking at almost \$500,000 coming out of the Public Art Commission budget and then they are going to have a conversation around the budget, perhaps it is relevant for them to say we are comfortable with a certain dollar amount coming out of our budget and have the design accommodate the budget that we are comfortable with, versus our not knowing what they are going to come up with and have to pay for something that we may or may not be comfortable with. She stated she is suggesting the Public Art Commission as a body come up with a number relative to their overall budget, that they are comfortable spending and design it to that budget.

Mr. DiPasquale stated that this is a bigger issue that the Planning Commission, UDC and the administration in not addressing. Does the Mayor get to spend money how he would like out of the percent for art program?

Ms. Fletcher stated that we come up with a number comfortable with our budget that we are comfortable with spending out of our budget that the PAC is comfortable with.

Mr. Dipasquale stated that Sarah Driggs could not be here today but she did ask me to be represented.

Mr. Trask read a statement from Ms. Driggs. "I think the list of sculpture elements and their costs make it closer after months of being responsible and the budget has more than doubled. Our first step is to ask the design team to make some changes to adapt to our budget. 1. An ideal design is presented and then things are eliminated to address the budget that we have in mind and are comfortable with. I hope that every granite elements will be considered carefully by the design team. The granite blocks are an issue. We can consider prefabricated elements from a cost perspective. We should eliminate the dedication wall and the rings should be reconfigured into a polygonal element and these are just ideas and we should consider them as the cost will more than double what we had assigned to the sculpture. These are all things that will eliminate the cost of the design and the elements needed. If we can consider them then we can get the cost down. We can continue to work to approve the design and move it forward. We can state that we intend to raise the funding for the elements other monument and commission the sculpture and make the granite phase two. The percent for the arts budget is specifically to pay for public art and not for city elements like benches. The option three is that we insist that we do not wish to pay for more than the \$375, 000 that we have already allocated. We could just opt out of the extra elements. This is the highest profile project that the PAC and the City of Richmond has allocated to date and is the most expensive and we wish to have it

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reflect well especially in times of challenging budgets. WE are putting these ideas out there to stimulate conversation.

Ms. Cunningham that she is looking at an older budget but we have already allocated this funding to the schools and the slave burial ground.

Ms. Reed stated that this is proposed projects and not anything formal.

Ms. Cunningham stated the Slave Burial Ground and the schools around \$50K project. The question is how much of the other presence of public art in the City are they willing to compromise in order to support whatever, in response to Ms. Driggs comment, to whatever degree that they feel like it is important to support the installation of the Maggie Walker statue. That conversation merits an updated list of proposed projects because if we are taking off \$200,000 that is four different projects at four different schools that was considered. That is a significant influence on our community. The larger investment is the Slave Burial Ground and we will have to forfeit one or many of our other projects to accommodate the difference in budget that we were given. And that begs the question of a larger budget conversation.

Ms. Parker stated that she has attempted to get a reconciled budget out of the budget office but it has been difficult to get the budget from the budget office.

Mr. Olinger stated hopefully the budget will be adopted on Friday.

Mr. Olinger stated that there are some questions that if this would have gone to Abner Clay Park that we would have only had to pay \$300000. If we were fine with plopping it in the grass, we should be looking at the environment

Mr. Arias stated that we were the ones who asked that Toby be involved in the Plaza design and that he be instrumental in the design of the plaza. I know that that prices of the granite seem ridiculous and we can save some money but w

Ms. Reed stated that an additional \$20000 is very different than an additional \$50000

Mr. Trask stated do we have any power to say that this is beyond the budget that we want and we have no power then we have no power to allocate for our own projects.

Ms. Cunningham stated that is unfortunate that we have been given a forced timeline and we have not pursued the matching and outside grants through NEA Place making grants. If we could change this timeline then we could submit applications for the rest. We are overlooking funding opportunities on a national and foundational letter. Federal dollars would have merited national attention. It is easier to fundraise \$100000 than \$20,000.

Mr. Olinger stated that the timeline is the end of the year,

Mr. Di Pasquale stated that we understand that the Mayor has a timeline and that this affects the future of the Public Art Commission. The Commission was set up to have it insulated that the Mayor should not be able to dictate.

Ms. Kistler stated that if we were able to change the timeline to meet grant applications what would the timeline be.

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Ms. Cunningham stated that the grant timing

Mr. DiPasquale stated that we never got a selection of proposals from Toby. We got one. Toby stated that his statue would be like a chess piece. We never got a chance to say to Toby, this is the budget. It is \$300000. That was part of the process that was missed. Toby wants the benches but how realistic is that.

Ms. Kistler stated that she would be willing to reach out to Luck Stone and see if they would be willing to donate the granite.

Ms. Reed stated that the cost of the granite benches is something that we would like to see reconsidered.

Mr. Arias stated that we can start to value engineer the process.

Mr. Olinger stated that this is all still in conversation around the pieces and that perhaps these things become an amendment to Toby's contract that he manages the design,

Mr. Gary Flowers gave public comment that stated that Mr. Olinger stated that this is a priority then we should make it so. If this is a priority, then make it so. As an African American male, the black priority project is being nicked and dined. With that in mind, some things should be nonnegotiable. What you are calling a wall, I see as a bench,

Mr. Maurice Hopkins gave public comment and as a representative of the Maggie Walker High School and that he commended the commission for their work. In regards to the trees, we wanted to have the statue be bigger so that we can see the statue from the other side of Broad. The height of her statue should be bigger than 9 ft. The statue should be bigger.

Riverfront Update

Ms. Parker stated The artist is developing ideas and will be back in June to meet with the engineers and construction team and there will be a site team meeting scheduled as soon as he develops an idea further.

Mr. Olinger stated that the additional part of phase 2 will be completed by April 2017.

PAC Annual Retreat

Ms. Parker stated that there will be a PAC annual retreat during August to dive into the budget and the PAMP.

Fire station #17 Update

Ms. Parker stated they are moving along with a targeted installation date of around June 27th. They are thinking about doing an unveiling or opening ceremony for that around the end of June but that will be determined later with the site team and neighborhood.

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Other Business:

None

Adjournment: The meeting was adjourned at 11:58 a.m.

Chair

Secretary

ORIGINAL ARTWORK COMMISSION AGREEMENT

THIS ORIGINAL ARTWORK COMMISSION AGREEMENT (this "Agreement") made this 25th day of May, 2016, by and between Antonio Tobias Mendez, an individual residing at 19419 Frog Eye Road, Knoxville, Maryland 21758 ("Artist"), and the The City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia with an address of Department of Planning and Development Review, 900 E. Broad Street, Rm 511 Richmond, VA 23219 ("Client"). Artist and Client are each a "party" and collectively the "parties" to this Agreement.

Upon the terms and conditions contained herein, Artist shall (1) design, sculpt, and have cast, an original sculptural work (the "Sculpture") tentatively entitled The Maggie L. Walker Memorial based on the description set forth on the exhibit attached hereto and made a party hereof as Exhibit "A" (the "Description"), (2) design and furnish a granite pedestal for the Work (the "Pedestal") based on the Description (the Sculpture and Pedestal shall be collectively referred to herein as the "Work"), and (3) deliver to and install the Work at the triangular site at Adams and Broad Streets, Richmond, Virginia, (the "Site").

NOW, THEREFORE, in consideration of the foregoing premises and the agreements herein set forth, the parties hereby agree as follows:

1. Artist's Obligations.
 - (a) Design. The Artist shall complete the design of the Work in accordance with the following.
 - (i) The Artist shall create a two foot maquette of Maggie L. Walker for review by the Client by July 15, 2016 Upon review, the Client shall either approve the maquette or provide the Artist with its reasons for withholding such approval. If the Client withholds approval, the Artist shall make whatever revisions are necessary based upon the Client's feedback and resubmit for approval within 15 days.
 - (ii) The Artist shall design the Pedestal, including the bas reliefs that will adorn the Pedestal, and submit to the Client for the Client's approval by August 15, 2016 Upon review, the Client shall either approve the design or provide the Artist with its reasons for withholding such approval. If the Client withholds approval, the Artist shall make whatever revisions are necessary based upon the Client's feedback and resubmit for approval within 15 days.
 - (iii) Artist shall be available at reasonable times and places to consult with the Client and its Contractors concerning the design of the Site.

(b) Sculpture. Artist shall sculpt and supervise the casting of the Sculpture in the exercise of his independent skill and judgment, and in accordance with the maquette approved by the Client in accordance with the following.

(i) Within two months of the Client's approval of the maquette, the Artist shall enlarge the figure to its full scale (tentatively 9 to 10 feet) as determined by the Client ("Full Scale Clay"). The Client will then review the Full Scale Clay at the sculptor's studio and ensure that it is consistent with the approved design as shown in the approved maquette and either approve the Full Scale Clay or provide the Artist with its reasons for withholding such approval. If the Client withholds approval, the Artist shall make whatever revisions are necessary based upon the Client's feedback and resubmit for approval within 15 days.

(ii) Once the Full Scale Clay has been approved in writing by the Client, the Artist shall deliver the Full Scale Clay to New Arts Foundry in Baltimore, Maryland for bronze casting.

(c) Pedestal. Artist shall procure the Pedestal and incur any expenses for the Foundation therefor

(d) Delivery and Installation. The Artist shall deliver to and install the Work at the Site in accordance with the following.

(i) Artist shall procure at its expense all necessary permits including any easements, encroachment permits, signage permits, scaffolding permits, alley closure permits and other such permits required for delivery and installation of the Work, and will be responsible for maintaining the safety and security of the Site during all phases of delivery and installation of the Work.

(ii) Upon delivery of the Work to the Site, the Artist shall install the Work at the Site in the manner mutually approved by the parties.

(iii) The Artist shall notify Client when the Work is installed and all services have been completed in order to obtain final approval and acceptance by Client in accordance with section 3 of this Agreement. Until such time the Client approves and accepts the Work and its installation in writing, all risk of loss or damage to the Work shall be borne by the Artist and the Artist, at his own expense, shall repair, restore and make good all damage to the Work. Upon the City's written approval and acceptance, risk of loss shall pass to Client. Title to the Work shall pass to Client upon payment of the final installment of the Purchase Price.

(iv) Artist's obligations hereunder assume that the underlying ground upon which the Pedestal will be installed will be suitable and structurally sound for such purpose at the time of installation, including being free of conflicting utilities. If the structural engineer deems that the soil conditions are not conducive for such installation, the Artist shall notify the Client. Unless the Client disagrees with such assessment in its reasonable discretion, the Artist's obligations hereunder shall toll until either (1) such time that the Client abates such structural issues or

(2) the Client and the Artist agree to a change order for Artist to alleviate the structural issues as part of the installation in exchange for Payment of Artist's increased costs therefore in accordance with section 3(c) of this Agreement.

19. Subject to Appropriation. Notwithstanding any provision of this Agreement to the contrary, the Client shall be liable under this Agreement, financially and otherwise, only to the extent that funds are appropriated for such purpose by the City Council

2. Acceptance of the Work. The Artist shall notify Client in writing when Artist believes the Work is installed and all services have been completed. Withing fifteen (15) days of such notice, the Client shall either approve and accept the Work and its installation or provide the Artist with written notification of the Client's denial of approval and the reasons for withholding such approval. If the Client does not provide Artist with written notification of its denial of approval within fifteen days, the Work shall be deemed accepted. If the Client denies approval in writing withing fifteen (15) days, Artist will be given a reasonable opportunity up to thirty (30) days to remedy any problems providing the basis of non-acceptance.

3. Fixed Fee Compensation. Client shall pay to Artist a fixed fee of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) (the "Purchase Price"), which shall constitute full compensation for all of the services provided and materials furnished by the Artist under this agreement. The Purchase Price shall be paid to the Artist incrementally upon the completion of certain milestones, as described below (each a "Milestone").

(a) Milestones: Corresponding Payment:

(i) Thirty Nine Thousand Two Hundred and Fifty Dollars (\$39,250.00), upon execution of this Agreement.

(ii) Fifty One Thousand Two Hundred and Fifty Dollars (\$51,250.00), upon Client's approval of the maquette.

(iii) Sixty Two Thousand One Hundred and Fifteen Dollars (\$62,115.00), upon Client's approval of the Full Scale Clay.

(iv) Sixty Two Thousand One Hundred and Fifteen Dollars (\$62,115.00), upon the completion of the Statue (i.e., full scale bronze).

(v) Forty One Thousand Seven Hundred and Seventy Dollars (\$41,770.00), upon ordering of the Pedestal.

(vi) Twenty Eight Thousand and Five Hundred Dollars (\$28,500.00) , upon the Client's approval and acceptance of the Work and its installation.

(b) Payment upon Milestone Completion. Artist shall notify Client in writing within five days of completing each of the Milestones set forth above and Client shall pay the corresponding sum for such Milestone then payable to Artist within thirty (30) business days thereafter subject to the following. Client will review each Milestone notice payment for accuracy, and upon finding same accurate shall pay same in accordance with the terms hereof. In the event that Client determines that a Milestone completion notice is inaccurate, Client must notify Artist in writing of the basis for its determination within ten (10) days of its receipt of the applicable notice, and, should it provide such notice to Artist, shall promptly consult in good faith with Artist to clarify any misunderstanding or correct any inaccuracy with respect to the applicable invoice.

(c) Additional Services. Notwithstanding the foregoing, or anything to the contrary herein, the Purchase Price is based on the Artist completing and installing the Work as described herein and the Client and Artist may agree upon other art-related services to be provided by Client at the Site. Any such services may be provided pursuant to written change orders executed by the Client and the Artist, which change orders shall outline the changes, and the additional compensation therefor.

4. Inspection.

(a) Artist shall provide Client access to his studio at reasonable times, to inspect and review the Work in progress. If, prior to the completion of the Work, Client observes or becomes aware of any nonconformance with the approvals theretofore provided, Client will promptly notify Artist.

(b) Client shall provide Artist access to the Site at reasonable times and upon reasonable notice, during sculpting of the Work.

5. Identification; Ownership; VARA; Indemnity

(a) It is understood that Artist is conveying to Client only the physical Work, and that Artist retains copyright in the Work, including all reproduction rights in the Work for any purpose and in all media, and all other rights not expressly granted to Client in this Agreement. Artist shall place a copyright notice subject as to size and location to the approval of Client which shall not be unreasonably withheld on the Work. Notwithstanding the foregoing, Client may, on a perpetual, worldwide, royalty-free basis, reproduce the Work for publicity purposes incidental to its public exhibition of the Work at the Site or the promotion of Client, provided all such reproductions bear or materials otherwise reference associated appropriate credit to Artist, and copyright notice. However, no inadvertant failure by the Client to provide appropriate credit and copyright notice shall constitute a breach of this Agreement or Artist's intellectual property rights.

(b) Artist expressly reserves every right available to him at common law and under the U.S. Copyright Act (including VARA) to control the making and dissemination of

copies or reproductions of the Work, except as those rights are expressly granted to Client hereunder or are otherwise limited by this Agreement.

(c) Client shall have the perpetual non-exclusive right and license to make and reproduce photographic images and video images of the Work for its own non-commercial purposes, including by not limited to, reproduction on Client's websites, brochures and pamphlets and the services provided by Client therein; reproduction in books, postcards, calendars, public relations, and similar materials designed to promote Client, the Site, and the services or products of the Client; and reproduction of images of the Work in a publication created to memorialize the dedication of the Work.

(d) Artist acknowledges and agrees that while on display at the Site, the Work may be incidentally included in photographs, films, and in other media depictions of the Site, including the facilities, personnel or grounds, that are created by third parties, and may appear as editorial matter in newspapers, magazines, periodicals, books, motion picture films and/or video recordings and that the Client cannot control what credit, if any, is given to the Artist by such third parties.

(e) Artist shall retain portfolio rights to reproductions of images of the Work and shall also be allowed to access the Site site at reasonable times to photograph the Work and shall retain the right to use such photographs for Artist's promotion purposes.

(f) The Artist covenants that the Work created under this Agreement is a unique or original product of the Artist's creative efforts and does not infringe upon any copyright, or, to the Artist's knowledge, any common law right, proprietary right, or other rights of a like or similar nature and that the Work is free and clear of any liens from any sources whatever. The Artist shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

6. Warranty: Repair: Maintenance: Integrity

(a) Artist warrants that the Work will be free from defects in materials and workmanship for a period of one (1) year after the date of acceptance of the Work and the installation thereof (the "Warranty Period") and that he will make all necessary repairs and replacements to correct such defects at no charge to Client.

(b) Following the Warranty Period, and subject to all applicable laws, including any procurement laws applicable to the Client, in the event of damage to the Work requiring restoration or repair, Client shall offer the Artist the first opportunity to restore or repair the Work upon mutually agreeable terms. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, or if the artist fails to respond to Client's notice within 90 days, the Client may seek the services of a qualified restorative conservator or maintenance expert.

(c) Following acceptance of the Work and installation thereof, Client shall be responsible for the proper maintenance and protection of the Work, taking into account the Maintenance Instructions set forth in Exhibit B attached hereto.

(d) Client shall not intentionally destroy or materially distort or otherwise alter the Work without first offering to return ownership of the Work to Artist and affording Artist a reasonable opportunity to reclaim the Work by removing it wholly at his own expense. In the event destruction, or material distortion or alteration occurs, whether by action of Client or otherwise, Artist shall have the right to have his name removed from the Work and to no longer have the Work attributed to him as its creator.

9. Force Majeure: Injury or Death of Artist.

(a) Neither party shall be liable for the failure to perform or delay in performing with respect to any provision of this Agreement to the extent performance in the customary manner is prevented, hindered, or delayed in whole or in part by riots, earthquakes, floods or other acts of God. Notwithstanding the foregoing, in the event an incapacitating illness or injury of Artist shall delay completion of the Work, Client's obligation to make scheduled payments of the Purchase Price thereafter shall be suspended until Artist has recovered and resumed work on the Work, whereupon any such suspended payment shall immediately be due so long as the Milestones are completed. In the event of Artist's death prior to installation of the Work, Artist's estate shall be entitled to retain any payments already made to Artist by Client and to receive from Client any payment due and unpaid for Milestones completed as of the date of Artist's death. In such event Client shall be entitled to claim any unused materials acquired for fabrication of the Work and Client will be entitled to use or finish the uncompleted Work at Client's expense.

(b) If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist. The Artist's estate will have all the rights and obligations under this contract to proceed with completing the sculpture. Artist's estate or other successor, as the case may be, and the Client will negotiate the reasonable disposition of the remaining obligations of the parties hereunder, acting fairly and reasonably and in good faith.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this contract to another artist with the Client's consent.

10. Insurance. Artist shall provide and maintain throughout the life of this Agreement insurance in the kinds and amounts specified in this section 10 and its subparts with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

(a) Costs and Premiums. Artist shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to Artist for the performance of the Agreement includes the premiums and other costs of such insurance, and the Client shall not be responsible therefor.

(b) **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

- (i) Subrogation against the Client shall be waived.
- (ii) The Client and its officers, employees, agents and volunteers shall be named as an additional insured.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the Client without 30 days' written notice to the Client.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

(c) **Certificates of Insurance.** Artist shall furnish the Client with a certificate of insurance evidencing the above coverage, indicating that the Client and its officers, employees, agents and volunteers are named as additional insured and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the Client without 30 days' written notice to the Client. All certificates of insurance shall show the Client's Purchase Order Number.

(d) **Schedule of Coverage.** SJT Global shall provide and maintain the following types of insurance in accordance with the requirements of this section 6.0 and its subparts:

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Professional Liability (i.e., Errors and Omissions) Insurance with limits of not less than \$1,000,000 per occurrence.

11. **Binding Effect: Assigns.** This Agreement will bind and enure to the benefit of Client, its successors and assigns, and Artist, his heirs, personal representatives, successors and assigns.

12. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the Client and Artist hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Client and Artist; (iii) no individual or entity shall obtain any right to make any claim against the Client or Artist under the provisions of this Agreement; and (iv) no provision of this Agreement 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, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

13. Notices. All notices, requests, consents, and other communications required or permitted to be given hereunder to either party (*i.e.* Client Signatory and the Artist) by the other will be in writing and will be deemed to have been duly given if delivered personally or by courier (*i.e.* FedEx or similar service), sent by registered or certified mail, postage prepaid (notices mailed will be deemed to have been given on the date sent), to the addresses of the parties set forth above or to such other address as either party may designate from time to time.

14. Headings. The headings used herein are for convenience only, and the parties agree that such headings are not to be construed to be part of this Agreement or to be used in determining the meaning or interpretation of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties relating to the subject matter hereof.

16. Governing Law. This Agreement 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 law 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. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. Artist accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

17. Severability. The provisions of this Agreement shall be severable such that the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.


18. Amendment: Waivers. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof will in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

19. Subject to Appropriation. Notwithstanding any provision of this Agreement to the contrary, the Client shall be liable under this Agreement, financially and otherwise, only to the extent that funds are appropriated for such purpose by the City Council

[SIGNATURES APPEAR ON FOLLOWING PAGE

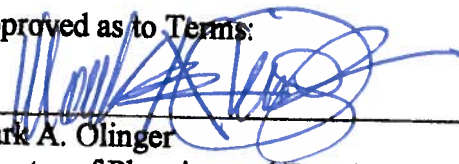
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, under seal, as of the date first above written.

For the CITY OF RICHMOND


_____ (Seal)


C. Edward Gibbs
Director of Procurement Services

Approved as to Terms:



Mark A. Olinger
Director of Planning and Development Review

Approved as to Form:



Matthew A. Welch
Assistant City Attorney

For the ARTIST:



_____ (Seal)
Antonio Tobias Mendez

EXHIBIT A

Description of Work

A Ten foot bronze standing figure of Maggie L. Walker. Including three bronze bas reliefs. The figure and reliefs will be installed upon a green granite pedestal.

EXHIBIT B

Maintenance Instructions

1.0 MAINTENANCE FOR BRONZE SCULPTURES

1.1.0 NATURE OF PATINAS

Patination is the name for the process of coloring metals. These colors arise from chemical interaction between elements in the metal and various chemicals. A patina on bronze is the equivalent of rust on iron, only bronze is much more interesting than iron because the copper in the bronze reacts with different colors. The important thing to note is that the patina is not paint but a very thin conversion coat on the surface of the bronze. Accordingly, as different chemicals are brought into contact with the surface of the metal, the color is liable to change. The purpose of waxing and cleaning the bronze is to:

1.1.1 Protect the surface from such interactions with pollutants.

1.1.2 Clean off any materials such as bird droppings, dust, tree resin, etc. which may come to rest on the surface of the bronze and result in permanent discoloration or stains.

1.2.0 PROHIBITIONS

1.2.1 Never use any chemicals, cleaning solutions, tarnish removers, or any other unknown or previously unused substance to clean the surface of the sculpture.

1.2.2 Never use abrasive cleaning pads, steel wool, or sandpaper on the sculpture. Use of such materials could mar the surface of the sculpture and require refinishing of the entire project.

1.3.0 PROCEDURE

1.3.1 Wash sculpture with warm water and soft cloths. A soft brush may help get into corners. A non-ionic cleaner should be used such as "Joy Liquid" (without fragrances or additives). This should be used with warm water. "Jet Dry" (made for dishwashers) can be added to the soap to avoid spotting problems. A commercial non-ionic cleaner called "Igepel" is also available from conservator supply companies and is mixed 1/8 cup to 5 gallons of warm water. High grade automobile washes, such as Dupont's "Rain Dance", are also acceptable.

1.3.2 Accretions that are difficult to remove may be softened with a lacquer thinner. If a build-up remains, it can be removed by very carefully scraping with a soft plastic spatula. This should rarely, if ever, be necessary.

1.3.3 Apply a good commercial wax such as Butchers to the surface with a soft bristle brush. Use a circular motion and try to rub the wax into the surface of the metal in a thin, uniform coat. If too thick a coat is put on, the wax may turn white or show brush strokes. One way to prevent

build-up of wax is to wipe off the brush onto a paper towel before putting the brush to the surface of the bronze.

1.3.4 After the wax base dries (usually 20 minutes) buff the surface to a good gloss with soft, clean cloths. Try to remember you are polishing the wax and not trying to rub through the wax or the patina.

1.4.0 FREQUENCY

Initially, treatment should be done four times per year: early spring, twice during the summer months and late fall. Temperature should be in the range of 55F to 75F. During the summer months, waxing should be done on a cloudy (but dry) day or early in the morning. Appearance of the surface of the sculpture will dictate whether spacing between cleaning can be lengthened or shortened.



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Cyane B. Crump

March 14, 2016

Via Email

City Attorney Allen L. Jackson
Office of the City Attorney, City of Richmond
900 E. Broad Street, Suite 300
Richmond, VA 23219

Re: Maggie L. Walker Memorial Design

Dear City Attorney Jackson:

I am writing to thank you for the City's efforts to construct a memorial to Maggie L. Walker. This is an effort which we strongly support and encourage. A sensitive design process is important to Historic Richmond, to our supporters, and to the many residents of the Broad Street Old and Historic District as well as the residents of the many other Old and Historic Districts, who as homeowners and taxpayers believe it is important that their investment be protected. Accordingly, we are writing to note our concern with the possibility that the design process may not involve review by the City's Commission of Architectural Review ("CAR").

CAR Authority to Review

Historic Richmond strongly believes that a CAR review of the Maggie L. Walker Memorial not only will positively contribute to the ongoing design process, but also is required by the City Code. The Maggie L. Walker Memorial will be located within the boundaries of the "Broad Street Old and Historic District." See City Code Section 30-930.5(5). Under Section 30-930.6(a) of the City Code, CAR approval is required for the construction of any building, structure, sign or paving in a City Old and Historic District. (Note that highlighting is added for emphasis.)

Approval required. No building or structure or any exterior portion thereof, sign or paving shall be constructed, altered, reconstructed, repaired, restored or demolished within any old and historic district unless the building or structure or any exterior portion thereof, sign or paving is approved by the Commission of Architectural Review or, on appeal, by the City Council, as being architecturally compatible with the buildings, structures, sites and general character of the old and historic district. All such approvals shall be evidenced by a certificate of appropriateness. No permit to construct, alter, reconstruct, repair, restore or demolish any building, structure or site shall be issued by the Commissioner of Buildings unless the applicant has first obtained approval of a certificate of appropriateness for such work. Section 30-930.6(a)



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The Maggie L. Walker Memorial site design contemplates structures, signs and pavings as reflected in the design presented at the February 20, 2016 public meeting. Moreover, Section 30-930.1 defines "certificate of appropriateness" to include construction of "sites" which is defined to include parks.

Certificate of appropriateness means the approval statement issued by the Commission of Architectural Review and signed by its Secretary which certifies the appropriateness of a particular request for the construction, alteration, reconstruction, repair, restoration, or demolition of all or a part of any building, structure or site within an old and historic district and which is subject to all other permits required by law. Section 30-930.1

Site means any parcel of unimproved property, a parking lot or a park within an old and historic district. Section 30-930.1

The application for a certificate of appropriateness is covered by Section 30-930.6(b), which provides that applications must include plans for "site improvements."

The application for such certificate of appropriateness shall be accompanied by plans and specifications which shall show the proposed exterior architectural features of such building or structure, which shall include but shall not be limited to the design, arrangement, texture, materials and color proposed to be used in the construction, alteration, reconstruction, repair, restoration, or demolition of the building or structure and the type of windows, exterior doors, lights, signs, site improvements, and other exterior fixtures and appurtenances. Section 30-930.6(b)

"Site improvements" are defined to include "major plantings."

Site improvements means structural changes to the grounds of a property, including the installation or alteration of walls, fences, or structures; paving; regrading; and the installation or removal of major plantings. Section 30-930.1

Major plantings means any substantial existing or proposed plant material, including but not limited to trees or shrubs with trunks greater than three inches in diameter or eight feet in height and hedgerows exceeding ten feet in length. Section 30-930.1

Since the City's own Code provisions regulating CAR specifically require CAR's approval for a certificate of appropriateness for such work, the Maggie L. Walker Memorial design should be reviewed by CAR. This review will be important for a number of reasons:

- The public strongly endorses an appropriate monument to Maggie Walker and, consequently, it is important to provide a transparent public process for the design of such an important historic and cultural icon.



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- The site selected for the monument is located within a City Old and Historic District, an area which the City Council, property owners and the public determined to recognize and to protect as an area with historic, architectural, cultural and artistic significance to our heritage.
- CAR has a history of reviewing park designs within the boundaries of City Old and Historic Districts, including, most recently, the designs for Abner Clay Park in the Jackson Ward Old and Historic District.
- Undercutting CAR's jurisdiction in this case will encourage others to ignore CAR's jurisdiction.
- Circumventing the protections of the Old and Historic Districts provisions of the City Code would even raise the question of the City's own regard for the rule of law. If the City's disregard for its own laws is accommodated, the City will have difficulty enforcing its laws on its citizens.

Comments to Design

Historic Richmond strongly believes that a CAR review of the Maggie L. Walker Memorial will positively contribute to the ongoing design process without creating undue delay. In addition, Historic Richmond strongly supports the addition of a Maggie Walker monument to be placed at the Brook Road intersection.

For many years, Historic Richmond has had an interest in Broad Street. In 1986, we published the "Broad Street Old and Historic District" in collaboration with Richmond Renaissance, the Commission of Architectural Review, the Virginia Division of Historic Landmarks, and the Urban Design/Historic Preservation Section of the City of Richmond's Department of Planning and Community Development. This publication discussed the unique history of Broad Street as a commercial center and its wealth of significant architecture with the aim to bring out the best in the existing architecture of Broad Street and discourage the introduction of inappropriate designs and materials

Based on our review of the current design, Historic Richmond believes that the design could better reflect the historic street grid and the portion of Brook Road to be closed (the "Historic Roadbed") in connection with the construction of the site. Understanding and preserving our historical and architectural character includes respecting the original street grid. The intersection of Brook Road and Broad Street is one of the oldest intersections in Richmond and it should continue to "read" as a road. We believe that it is possible to close the Historic Roadbed to traffic for use by the Memorial while at the same time honoring its historic significance by having it continue to read as a road. But we believe this can be accomplished in a better manner than currently proposed. Specifically, we recommend that the design be revised to:



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- Reflect the Historic Roadbed by using an alternate material or color over the Historic Roadbed such that the alternate material or color will identify where the road once lay;
- Reflect the Historic Roadbed by lessening or varying the height of the curb where Brook Road currently intersects with Broad and Adam Streets;
- Better align vegetation and sidewalks with the current road edges and avoid "major plantings" such as trees in the Historic Roadbed;
- Reduce the number of plantings and vegetation for easier maintenance, to better address the above points and to allow more space for site amenities and public enjoyment; and
- Redirect the park benches to face towards monument rather than towards restaurant tables.

We believe that all of these comments can be addressed within the limitations of the site, without adversely impacting the artistic freedom of the artist and his current design of the statue, and without undue delay. Moreover, we believe that the input derived from CAR's review, together with that of the Public Art Commission and the Urban Design Committee, will positively contribute to a better design for the Memorial.

Thank you for your consideration of these important matters. Please do not hesitate to contact us with any questions.

Sincerely,

Cyane B. Crump
Executive Director

cc: The Honorable Michelle R. Mosby, City Council President
The Honorable Chris A. Hilbert, City Council Vice President
The Honorable Jonathan T. Baliles
The Honorable Charles R. Samuels
The Honorable Kathy C. Graziano
The Honorable Parker C. Agelasto
The Honorable Ellen F. Robertson
The Honorable Cynthia I. Newbille
The Honorable Reva M. Trammell
Bryan Green, Commission of Architectural Review
Marianne Pitts, Secretary of Commission of Architectural Review
Andrea Almond, Urban Design Committee
Kathleen Onufer, Acting Secretary of Urban Design Committee
Andrew Clark, President Historic Richmond Board of Trustees

Richmond Free Press

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1/8/2016, 8:06 a.m.

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11

I was both saddened and angry by the headline and article regarding the planned Maggie Walker statue. The city is willing to spend \$600,000 on this site, which is now the designated “gateway to Jackson Ward,” which I had assumed was North Belvidere Street.

I found the rhetoric used by Gary Flowers insulting to the intelligence of all residents of Jackson Ward and Richmond.

The city, instead, should invest time and money on CCTV security cameras in the dangerous blocks between North Adams Street and the Greater Richmond Convention Center, which are isolated at night.

Perhaps the city needs to start addressing how Jackson Ward is deteriorating from the neglect by the city in enforcing the minimum, bare basic city codes on the books regarding garbage and the recycling bins that have littered the sidewalks since August, turning a historic neighborhood into a wasteland of street refuse. Or the 6-foot hole on West Clay Street in front of Abner Clay Park, which is three years in the making.

How about the health hazards caused by blocked drains that have made the neighborhood a rat block party? Think about what the failing inner-city schools could do with that \$600,000. Just a bit of that money would do wonders for after-school programs, summer jobs and inner-city athletics.

I have the greatest respect for the legacy of Mrs. Walker, but you can count me out on this token gesture by the city that ignores the real ills plaguing the neighborhood. I’m afraid I don’t have time to memorialize Mrs. Walker. I’m too busy memorializing our late son, Jett Higham, who was murdered in a robbery around the corner from the new Maggie Walker plaza on Marshall Street.

TONI-LESLIE JAMES, Richmond



COMMONWEALTH of VIRGINIA

Department of Historic Resources

Molly Joseph Ward
Secretary of Natural Resources

2801 Kensington Avenue, Richmond, Virginia 23221

Julie V. Langan
Director
Tel: (804) 367-2323
Fax: (804) 367-2391
www.dhr.virginia.gov

April 6, 2016

Urban Design Committee
City of Richmond
900 E. Broad Street
Richmond, VA 23219

RE: UDC No. 2016-12: Conceptual Location, Character and Extent review of
Maggie Walker Memorial Plaza

Dear Members of the Urban Design Committee:

Over the past several months and as recently as today, the Department of Historic Resources has received numerous requests from the public that this agency take a position regarding the various issues related to the proposed Maggie Walker monument. I have declined to weigh in on any issue that falls outside the purview of DHR's authority or is unrelated to the programs we administer.

I am writing to offer the opinion that the proposed location for the monument at the intersection of Brook Road and Broad Street, which would significantly alter the unusual, character-defining historic street pattern, would diminish the physical integrity, particularly the historic setting, of the Broad Street Commercial Historic District which is listed on both the Virginia Landmarks Register and National Register of Historic Places. I believe this to be the case regardless of the fact that that the plaza design may incorporate references to the historic street. I realize that there are many factors that you must weigh in reaching a recommendation, but the project's impact to the integrity of the historic district should be fully considered.

Sincerely,

A handwritten signature in cursive script that reads "Julie V. Langan".

Julie V. Langan
Director

HISTORIC AMERICAN LANDSCAPES SURVEY

BROOK ROAD PLAZA

HALS NO. XX-##

Location: Brook Road plaza is an urban open space formed by the intersection of Brook Road, W. Broad Street, and N. Adams Street in the city of Richmond, Virginia. The geospatial coordinates of the plaza are 37.546170, -77.442472 (303 Brook Road, Google Earth, Simple Cylindrical Projection, WGS84).

Significance: Brook Road (also Brook Avenue) is one of Richmond's oldest gateway routes, providing access to Virginia's capital city from the north. This Colonial-era road historically linked Hanover County with Broad Street, the northernmost of the city's streets in the earliest plan of Richmond drawn by Colonel Mayo circa 1744. During the 1830s, Broad Street emerged as one of the city's most important commercial thoroughfares. Brook Road plaza falls within the Broad Street Old and Historic District (designated October 28, 1985 and expanded in 1995). The district includes 115 properties located along Broad Street between Belvidere and First Streets, including several buildings that face Brook Road plaza.¹

Brook Road plaza also falls within the Broad Street Commercial Historic District, listed in the National Register of Historic Places (April 9, 1987), as well as the Virginia Landmarks Register (October 14, 1986). The National Register historic district extends over a ten-block area that constitutes the most architecturally-cohesive segment of the road corridor, and contains one the finest and best preserved collection of turn-of-the-century commercial buildings within the city of Richmond. Many of the buildings are also notable for having been designed by nationally-recognized architects.² Similar to the Broad Street Old and Historic District, the National Register lists several of the buildings that frame the plaza as contributing to the significance of the property. As noted in the nomination,

[Broad] street was the focus of turn of the 20th century retail trade as well as the center of the city's elaborate streetcar system. This

¹ Historic Richmond Foundation, *Broad Street Old and Historic District, Richmond, Virginia* (Richmond, Virginia: Historic Richmond Foundation, 1986), and Department of Community Development, *Old & Historic Districts of Richmond, Virginia; Handbook and Design Review Guidelines; A Property Owner's Guide to Preserving and Improving Historic Richmond Buildings* (Richmond, Virginia: City of Richmond, December 2006, rev. June 2009), 23.

² Robert P. Winthrop, National Register nomination: "Broad Street Commercial Historic District" (Richmond, Virginia: September 18, 1986, listed April 9, 1987), Section 8, Statement of Significance.

concentration of activity on the street encouraged merchants to build elaborately and to make the street into a showcase of Richmond's commercial prosperity.³ ... By 1900, the Broad Street, Brook Road, Adams Street intersection had become the center of retail trade in the city. It was illustrated in portfolios, photographs, and in Chamber of Commerce publications. The street was up-to-date and thoroughly modern, well representing the city's progressive spirit and prosperity.⁴

Brook Road is also recognized by historical groups, including the National Society of the Sons of the American Revolution and The Society of the War of 1812, for the important role it played in both the American Revolutionary War and the War of 1812 as a route of travel for military troops. In April 1781, twelve hundred Continental troops, under the command of the Marquis de Lafayette, marched along Brook Road to defend Richmond in April 1781 from British attack in one of the opening maneuvers associated with the campaign that resulted in British defeat at Yorktown.⁵ During the War of 1812, Richmond was a critical junction point for troop movements within Virginia; all militia traveling to Richmond from northern Virginia to protect Norfolk traveled along Brook Road to Broad Street in order to reach their intended destinations.⁶ Finally, in spring 1865, U.S. General Philip Sheridan entered Richmond through the city's outer defenses along Brook Road on April 1st in the coordinated attack that led to Union acquisition of the Confederate stronghold just prior to the end of the Civil War.

Finally, Brook Road provides an important connection from Broad Street to the adjacent residential neighborhood of Jackson Ward to the east. Jackson Ward Historic District is also listed in the National Register of Historic Places (July 30, 1976, with additional documentation listed November 4, 2002). The neighborhood is significant for the notable individuals and enterprises that contributed to a vibrant African American community heritage during the early twentieth century, including such residents such as Maggie L. Walker, John Mitchell, W.W. Browne, and Giles B. Jackson. The district is also recognized for its cohesive collection of nineteenth century townhouse residences with a high degree of integrity.

³ Winthrop, Broad Street Commercial Historic District nomination, Section 8, Significance.

⁴ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #27, Section 8, Page 4.

⁵ Edward W. Truslow, President, Virginia Society, Sons of the American Revolution, letter to Dr. Carol Patterson, April 7, 2016.

⁶ Peter E. Broadbent, Jr., Historian, Society of the War of 1812 in Virginia, letter to Dr. Carol Patterson, April 5, 2016.

Description: Brook Road plaza is a triangular open space formed by the intersection of W. Broad Street, N. Adams Street, and Brook Road. The unusually-shaped plaza, which measures approximately 100 by 100 by 145 feet, is the result of Brook Road cutting across Richmond's urban grid in a diagonal alignment, before terminating at W. Broad Street. As one of the city's oldest thoroughfares, the alignment of Brook Road preceded the extension of Richmond's city grid in this part of the city.

The plaza is edged to the southwest by the busy urban commercial corridor of W. Broad Street, and to the northwest and southeast by the buildings that line N. Adams Street and Brook Road. Brook Road and N. Adams extend north and northeast into the adjacent Jackson Ward neighborhood. Brook Road extends northwest as a one-way corridor through the plaza, while N. Adams is a two-way street. The buildings that form the plaza streetscape defer to the geometry and alignments of the surrounding streets, resulting in several unusually angled footprints and façade compositions.

The landscape features that comprise the plaza include the Brook, W. Broad, and N. Adams road corridors, the buildings that edge these roads, a triangular island set between the three roads, a mature live oak (*Quercus virginiana*) set within the island, sidewalks and crosswalks, concrete and granite curbing, brick-lined tree wells planted with crepe myrtles (*Lagerstroemia indica*), and street signs, traffic lights, and a bike rack.

Buildings that front the plaza include 18 and 100 W. Broad Street, 303 and 305 Brook Road, and 306, 308, and 310 N. Adams Street. These buildings are attractive two- and three-story brick and stucco structures that provide an intimate sense of scale and offer welcoming commercial storefronts along the street level. Some include residences above. Each is listed as contributing to the Broad Street Commercial Historic District⁷:

18 W. Broad Street. This Italianate-style brick building, constructed circa 1878, stands three stories in height and has a flat roof and irregular bay spacing. A part of the façade is set at an angle to defer to the diagonal connection between Brook Road and Broad Street. The building has a commercial storefront. The windows are double-hung, with segmental heads, while the cornice is simple and made of metal. The building served as a grocery store in the late nineteenth century, and as the Dixie Theater in 1910–1920.⁸

⁷ The buildings at 303 and 305 Brook Road are incorrectly indicated as 303 and 305 N. Adams Street in Winthrop.

⁸ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #11, Section 7, Page 11.

100 W. Broad Street. The commercial building located at 100 W. Broad Street is an Italianate three-bay, two-story brick structure with a cast-iron front, bracketed wood cornice, double-hung windows with segmental heads and brick lintels, and a shallowly pitched roof. It is at the corner of the block and thus edges Brook Road plaza along N. Adams Street. Constructed circa 1886, the commercial building is known to have housed Henry Holzgreffe's Saloon in 1888, part of a cluster of saloons established in this area during the later nineteenth century.⁹

303 Brook Road. This Italianate-style building is a three-story brick structure with an irregular shape and bay spacing built circa 1890. It includes a metal storefront added c. 1910 that extended the store to the property line. The irregular shape of the building reflects the diagonal course of Brook Road.¹⁰

305 Brook Road. This brick, two-story structure, built circa 1920, has three bays and was designed in a commercial vernacular style. It features a commercial storefront, and a parapet wall on the front wall that serves as a central feature suggestive of a pediment.¹¹

306 N. Adams Street. This commercial building is constructed of brick, in a running bond pattern, that has been painted. The Italianate structure, constructed circa 1880, is two stories in height, and has two irregular bays on the second floor, as well as a flat roof and wood cornice. Much of the original storefront survives behind a later galvanized metal cornice, while six-over-six sash windows remain on the second floor. The upper floor shares a common entrance with the building at 308 N. Adams Street.¹²

308 N. Adams Street. Like the building at 306 N. Adams Street, this building is painted brick laid in a running bond pattern, and two stories in height. It also has a flat roof and a wood cornice, as well as a galvanized cornice at the storefront, which is three irregularly spaced bays wide. This building was erected with 306 N. Adams Street circa 1880 and shares a common architectural character.¹³

310 N. Adams Street. This building, composed of poured-in-place concrete, was constructed circa 1915. It is three stories in height, triangular in shape, and has a flat roof and metal cornice at the second floor level. The building is reflective of the classical revival style. The metal cornice has been removed on the Adams

⁹ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #12, Section 7, Page 12.

¹⁰ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #22, Section 7, Page 22.

¹¹ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #22, Section 7, Page 22.

¹² Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #22, Section 7, Page 22.

¹³ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #22, Section 7, Page 22.

Street front. The frame for a large illustrated billboard remains on the roof.¹⁴

Across the road at 101-107 W. Broad Street stands Richmond's Masonic Temple, a five-story brick and brownstone structure that dates to 1888–1893. It is an impressive example of an American interpretation of the Romanesque style designed by architect Jackson Gott that is a contributing feature of the Broad Street Commercial Historic District, and also individually listed in the National Register (February 10, 1983).¹⁵

The live oak tree that occupies the triangular island between the three streets is a rare example of the species within the city of Richmond. It is believed to be at least 60 years of age, and provides a broad canopy of shade that shelters the plaza and provides welcome shade during the summer months. The tree is set within a triangular raised planting bed with sloped sides. The sidewalk and the edges of the planting bed are paved with precast octagonal concrete pavers, in contrast with the concrete sidewalks that occur elsewhere within the plaza.

Condition issues associated with the plaza include loose and missing pavers on the sloped section of the island raised bed, some cracked and broken concrete sidewalk sections, and low points that collect water. The buildings are well-maintained and attractively presented.

Brook Road plaza mediates between the busy, fast-moving, and noisy Broad Street corridor to the southwest and the quiet residential neighborhood of Jackson Ward to the north and east. It offers a neighborhood-scale concentration of commerce and businesses that serves local residents.

The adjacent Jackson Ward neighborhood is known for the achievements one of its most famous residents, Maggie Walker (1864–1934), an African American entrepreneur and civic leader who was the first woman to become president of a bank in the United States. Under her direction, the Saint Luke Penny Savings Bank in Richmond organized several enterprises that advanced the lives of those in the city's African American community. Walker served as a role model and champion of women, as well as African Americans.¹⁶ Her home is protected and interpreted as a unit of the National Park System—Maggie L. Walker National Historic Site—and a school is named in her honor—Maggie L. Walker Governor's School for Government and International Studies—both of which are

¹⁴ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #23, Section 7, Page 23.

¹⁵ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #12, Section 7, Page 12.

¹⁶ Virginia Foundation for the Humanities, *Maggie Lena Walker* (Available online at http://www.encyclopediavirginia.org/Maggie_Lena_Walker_1864-1934#start_entry, accessed May 6, 2016.

located within the Jackson Ward neighborhood. As of 2016, the city of Richmond plans to erect a statue in honor of Maggie Walker within Brook Road plaza. Designs for the statue include the establishment of a new plaza that will extend into Brook Road. Current plans indicate that the section of Brook Road that edges the present-day plaza will be closed and the live oak tree removed.

History: As noted above, Brook Road (also Brook Avenue) is one of the oldest gateway streets leading into the city of Richmond, present prior to the American Revolutionary War. According to traditional accounts, Brook Road played a key role in Continental defense of the city when Richmond was threatened by the British army in late April 1781. The British, who had previously gained control of Petersburg and burned the Chesterfield Court House, subsequently moved to Manchester south of the James River with the intention of burning the city of Richmond. Continental army forces numbering twelve hundred, under the command of the Marquis de Lafayette, arrived in Richmond before the British could reach the city by marching along Brook Road. Rather than face Lafayette's forces, the British chose to withdraw and maneuver toward the coast, setting up the events leading to their defeat at Yorktown in October. The road also served as a transport route for American militia troops traveling to defend the city of Norfolk from the British during the War of 1812.

Brook Road became one of the region's first toll roads after the Brook Road Turnpike Co., chartered by the Virginia General Assembly in 1812, constructed a turnpike along the route, connecting Richmond with Solomon's Store in Henrico County. The road became an important commercial thoroughfare for the transport of goods between Richmond and northern Virginia during the early nineteenth century. The route later became part of the U.S. Route 1 system. It is said that the first flat iron shaped building constructed in the United States was built in 1860 by George Meyer in the angle formed by Brook Road and Leigh Street.¹⁷ The triangular area comprising Brook Road plaza was known as "Hell's Half Acre" during the early nineteenth century. Apparently, the triangle was first "fringed by a row of one-story wooden shanties, whose occupants were as tough and as cosmopolitan as the original inhabitants of Blood Field in the pioneer days of Newport News..."¹⁸

The adjacent Broad Street corridor was also instrumental in the city's early nineteenth century rise as a commercial center. Prior to the Revolutionary War, Broad Street was indicated as the northernmost of the city's streets in the earliest

¹⁷ Richmond *News Leader*, October 19, 1951.

¹⁸ Richmond *News Leader*, October 19, 1951.

plan of Richmond drawn by Colonel Mayo circa 1744. In 1782, Thomas Jefferson drew a plan to extend the city's grid of streets, including Broad Street, which he labeled as "H" Street, northward. In 1793, attempts were made to establish a market at Broad and 12th streets. While these efforts proved unsuccessful, potentially because the new market was unable to compete with an established venue at 17th Street, it is likely that plans for the market served as the impetus to expand Broad Street to its current width in order to accommodate a market structure in the median. By 1809, the modern width of the street appears on Richard Young's map of the city, along with the connection at Brook Road.

By this time, all of the city's major north-south and east-west connecting routes of the nineteenth century converged on Broad Street, and it became the most important traffic artery in the city.¹⁹ During the 1830s, with a width that was double any other street in Richmond, Broad Street was transformed into a commercial hub, in addition to its role as an important artery of travel.

The importance of Broad Street continued after the Civil War, when the corridor became the focus of late nineteenth and early twentieth century retail trade, as well as the center of the city's elaborate streetcar system, the nation's first.²⁰ The intersection of Broad Street and Brook Road served as an important part of this emerging commercial center:

A cluster of saloons and confectioners shops developed at the intersection of Brook Road and Broad Street, where they could intercept the traffic from the countryside as it entered the city.

While small confectioner's shops, saloons and restaurants developed along the north side of the street... the larger grand department stores located along the south face of the street. Above-storefront apartments provided African-American tradesmen and newly-arrived immigrants with affordable housing and added to the vitality of the street.²¹

This concentration of activity on the street encouraged merchants to build elaborately and to make the street into a showcase of Richmond's commercial prosperity. While commercial activity was predominant on the street, it also became a center for social/cultural activity with the Masonic Temple and several theaters and cafes developed at a time when the city attempted to convert the street into Richmond's "Great White Way" in imitation of New York's

¹⁹ Broad Street Commercial HD nom, Section 8, significance.

²⁰ Winthrop, Broad Street Commercial Historic District nomination, continuation sheet #24, Section 7, 8, Page 24, 1.

²¹ Department of Community Development, *Old & Historic Districts of Richmond*, 23.

Broadway. While individual buildings are interesting and well designed, the cumulative effect of all the structures is impressive and creates a superbly articulated streetscape. The blocks are fine examples of the architects' ability to compose facades. The repetition of architectural elements—arches, pilasters, quoins, and string courses give the fronts a unity which is unexpected considering the variety of façade compositions themselves. Modern development and intrusions are minimal, and today, the street represents an all but perfect traditional American Main Street.²²

By 1900, the Broad Street, Brook Road, Adams Street intersection had become the center of retail trade in the city. It was illustrated in portfolios, photographs, and in Chamber of Commerce publications. The street was up-to-date and thoroughly modern, well representing the city's progressive spirit and prosperity.²³

In 1908, a 7-foot-high fountain was placed in the Brook Road plaza. Composed of highly polished Maine granite trimmed in bronze, the fountain was erected by the city of Richmond based on adoption of an ordinance adopted on October 25, 1907, that read "The City of Richmond hereby expresses a desire to receive and does hereby accept a fountain from the National Humane Alliance. The City of Richmond hereby guarantees the erection of same and the furnishing of a continuous water supply and the property and permanent care thereof, and hereby fixes a suitable location for said fountain in the center of that triangular lot bounded by Broad, Adams, and Brook Avenue. The fountain was removed in 1951.²⁴

In 1922, Richmond City Council voted to adopt an ordinance regarding the name of Brook Road, "Changing the name of the street designated as Brook Avenue back to its original name Brook Road."²⁵

Sources: Department of Community Development. *Old & Historic Districts of Richmond, Virginia; Handbook and Design Review Guidelines; A Property Owner's Guide to Preserving and Improving Historic Richmond Buildings*. Richmond, Virginia: City of Richmond, December 2006, rev. June 2009.

Historic Richmond Foundation. *Broad Street Old and Historic District, Richmond, Virginia*. Richmond, Virginia: Historic Richmond Foundation, 1986.

²² Broad Street Commercial HD nomination, Section 8, Significance.

²³ Broad Street Commercial Historic District nomination, continuation sheet #27, Section 8, Page 4.

²⁴ *Richmond News Leader*, October 19, 1951.

²⁵ *Richmond News Leader*, October 19, 1951.

Letters to Dr. Carol Patterson. Edward W. Truslow, President, Virginia Society, Sons of the American Revolution, letter to Dr. Carol Patterson, April 7, 2016; and Peter E. Broadbent, Jr., Historian, Society of the War of 1812 in Virginia, letter to Dr. Carol Patterson, April 5, 2016. Virginia Landmarks Register Commission Staff. National Register nomination: "Jackson Ward Historic District." Richmond, Virginia: March 1976, listed July 30, 1976.

Virginia Foundation for the Humanities. "Maggie Lena Walker." Website available at http://www.encyclopediavirginia.org/Maggie_Lena_Walker_1864-1934#start_entry (accessed May 6, 2016).

Winthrop, Robert P. National Register nomination: "Broad Street Commercial Historic District." Richmond, Virginia: September 18, 1986, listed April 9, 1987.

Historian: Liz Sargent
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1855 Winston Road
Charlottesville, Virginia 22903
434/249-0317
LizSargentHLA@gmail.com

June 2, 2016



View southwest across the Brook Road plaza toward Broad Street. The Masonic Temple is visible on the right. (Source: Liz Sargent, May 2016)



View north toward the plaza and Brook Road from its intersection with Broad Street. The live oak tree features prominently in the island beyond Brook Street. (Source: Liz Sargent, May 2016)



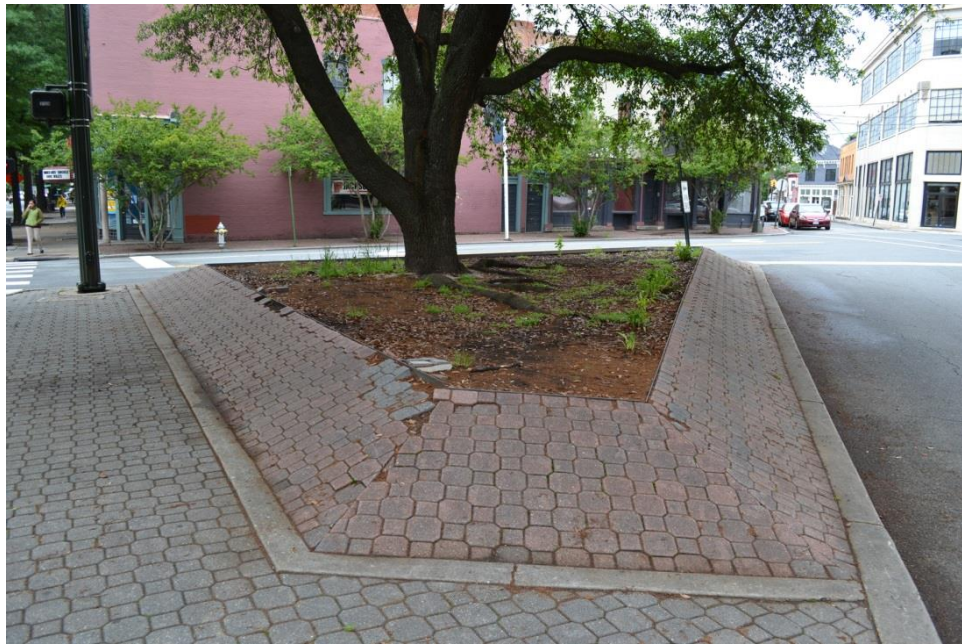
View east of 18 W. Broad Street and 303 Brook Road that face the plaza.
(Source: Liz Sargent, May 2016)



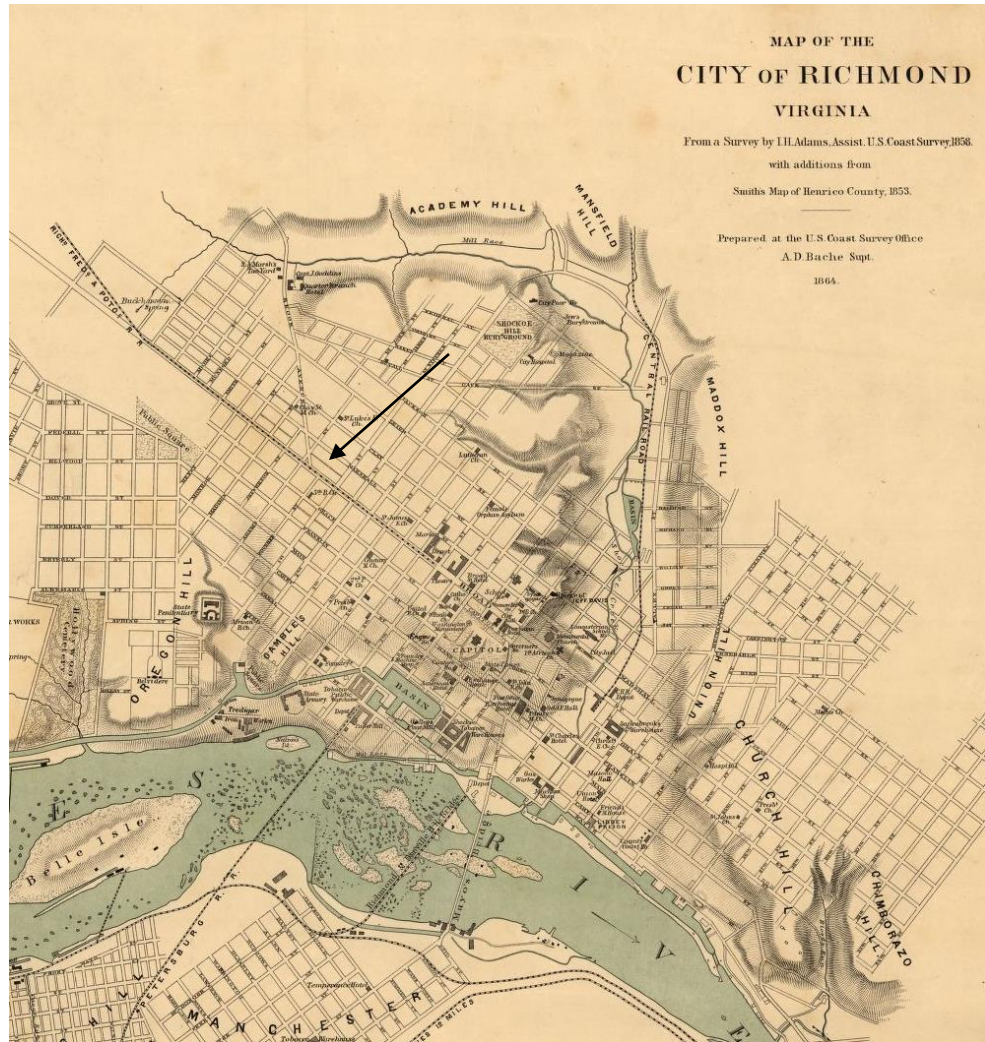
View northeast of 303 and 307 Brook Road that face the plaza. (Source:
Liz Sargent, May 2016)



View northeast of 100 W. Broad and 306, 308, and 310 N. Adams Street, which face the plaza. (Source: Liz Sargent, May 2016)



View northwest of the raised bed in the central island and the live oak tree. (Source: Liz Sargent, May 2016)



1864 map of Richmond indicating the intersection of Brook Road and Broad Street. (U.S. Coast Survey Office, from Library of Congress)

RELEASE AND ASSIGNMENT

I, Liz Sargent, am the owner, or am authorized to act on behalf of the owner, of the materials described below including but not limited to copyright therein, that the National Park Service has requested to use, reproduce, and make available as public domain materials at the Library of Congress as part of the Historic American Buildings Survey/Historic American Engineering Record collections. (If not the sole copyright owner, please specify in the space below any additional permissions needed to grant these rights.) I hereby transfer and assign to the National Park Service any and all rights including but not limited to copyrights in the materials specified below.

Survey Number: HABS No. _____, HAER No. _____, or HALS No. _____

Types of Materials (please check all that apply):

Photographs Illustrations _____ Textual materials Oral History/Interviews _____
Audiotape _____ Videotape _____ Other (describe) _____

Detailed Description of Materials (attach additional pages if necessary):

Photographs and narrative history of the property and narrative history

Additional Permissions Needed, if any (for example, copyright owner, subjects in photographs, illustrations in text):

Disposition of Materials After Use (please check one): _____ Return to owner
 May be retained

Liz Sargent
Name (please print)
1855 Winston Road
Charlottesville, VA 22903
Address

Liz Sargent

Signature
434/249-0317
Telephone Number

June 2, 2016
Date

INTRODUCED: October 25, 2010

A RESOLUTION No. 2010-R171-180

To support the erection of a statue honoring Maggie L. Walker, direct the City Attorney and the City Assessor to determine (i) the ownership of the parcel at the intersections of Broad Street, Adams Street and Brook Road and (ii) what action the City must take to properly erect the statue on such parcel identified and require that all funding for the construction and maintenance of the statue be funded by private donations.

Patrons: Mr. Hilbert, Mr. Conner, Mr. Samuels, Vice-President Robertson
Ms. Trammell, Mr. Jewell and Ms. Newbille

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: November 22, 2010 AT 6 P.M.

WHEREAS, Maggie L. Walker was the first woman and the first African-American woman to found a bank in the United States of America and her role in the numerous civic groups of which she was a member and officer during the late Nineteenth Century and early Twentieth Century make her an integral and important part of, not only the history of the city of Richmond, but of the entire United States of America; and

WHEREAS, Mrs. Walker, during her life, was a resident of the city of Richmond and her home on Leigh Street in Jackson Ward is maintained as a National Historic Site by the National Park Service; and

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: November 22, 2010 REJECTED: _____ STRICKEN: _____

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that a statue honoring Mrs. Walker be erected in the Jackson Ward community, at the intersections of Broad Street, Adams Street and Brook Road, to commemorate Mrs. Walker's historic achievements and contributions to the city of Richmond and the United States of America; and

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that the City Attorney and the City Assessor determine the ownership of the parcel at the intersections of Broad Street, Adams Street and Brook Road and what action the City of Richmond must take to properly erect the statue on the aforementioned parcel; and

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that all funding for the construction and maintenance of the statue be funded by private donations;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That the Council supports the erection of a statue honoring Maggie L. Walker on city-owned real estate.

BE IT FURTHER RESOLVED:

That the Council directs the City Attorney and the City Assessor to determine the ownership of the parcel at the intersections of Broad Street, Adams Street and Brook Road and what action, if any, the City of Richmond must take to erect the statue on the aforementioned parcel.

BE IT FURTHER RESOLVED:

That all funding for the construction and maintenance of the statue be funded by private donations.

A TRUE COPY:
TESTE:

Lyon Brown Ali
City Clerk



Richmond City Council

The Voice of the People

Richmond, Virginia

Daisy E. Weaver
Council Chief of Staff

Office of the Council Chief of Staff

Ordinance/Resolution Request

TO Allen L. Jackson, City Attorney

THROUGH Daisy E. Weaver, Council Chief of Staff *PETV*

FROM Ralph D. Harris, Deputy Council Chief of Staff *RH*

COPY Chris Hilbert, Councilmember
Lisa Townes, Council Liaison

DATE October 20, 2010

PAGE/s 1 of 1

TITLE SUPPORT FOR STATUE OF MAGGIE L. WALKER

This is a request for the drafting of an Ordinance Resolution

REQUESTING COUNCILMEMBER/PATRON

Chris Hilbert

SUGGESTED STANDING COMMITTEE

Land Use, Housing and Transportation

ORDINANCE/RESOLUTION SUMMARY

The resolution would convey the City Council's support for the use of public land to construct a statue honoring Maggie L. Walker.

BACKGROUND

The community is attempting to erect a statue to honor Maggie L. Walker. A triangular parcel of land has been identified at Broad St, Adam St and Brook Rd. (see attached map) This intersection is ideal because it is an entry way into the Jackson Ward community where Ms. Walker resided, as well as being highly visible to visitors and residents as they travel along the Broad Street corridor.

The resolution would require that the City Attorney and the Assessor review the ownership of the identified parcel and determine 1) if the City would be able to use this parcel for the statue and 2) what action would be needed on the part of the City to make the property available for the construction of the statue. Finally, the resolution should also state that all funding for the construction and maintenance of the statue should come from private sources.

AFFECTED CITY DEPARTMENT(S)/AGENCY(IES)

City Attorney and City Assessor

FISCAL IMPACT STATEMENT

Fiscal Impact	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Budget Amendment Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Estimated Cost or Revenue Impact	\$	

Attachment/s Yes No

OFFERED JAN 13 1997

AN ORDINANCE **No. 97-3-41**

ADOPTED, JAN. 27, 1997

To adopt a process to be followed to ensure funding for the "1% for Art" program to be administered by the Public Art Commission and to adopt the City of Richmond Public Art Commission Review and Acceptance Policy for Gifts of Works of Art.

Patron - City Manager

Approved as to form and legality
by the City Attorney

PUBLIC HEARING **JAN 27 1997 AT 6 P.M.**

WHEREAS, art, especially public art, is a vehicle for dialogue between different cultural groups within a community and can serve as a catalyst for urban revitalization and as a means for communities to define themselves; and

WHEREAS, Richmond takes pride in the continuum of artistic expression representing past generations and recognizes the importance of ensuring that current artistic expression be encouraged; and

WHEREAS, the Council has recognized the important role of the City of Richmond's Percent-for-Art Program which has been managed for over five years by the Public Art Commission in conjunction with the City's Planning Commission and the Department of Community Development; and

WHEREAS, the Council has also acknowledged the sporadic and unpredictable funding committed to the Percent-for Art Program during its existence; and

WHEREAS, by Resolution No. 96-R119-112, adopted September 9, 1996, the Council recognized the important contribution that public art makes in tourism and culture and the City Manager was directed to present to Council a process to ensure prescribed funding for the “1% for art” program to be administered by the Public Art Commission; and

WHEREAS, by report dated November 19, 1996, the City Manager suggested an administrative process to provide that every City budgeted capital project greater than \$250,000 for a public building or a pedestrian-oriented open space shall include a budgeted line item of 1% of the capital expenditure for public art; and

WHEREAS, by Resolution No. 96-R119-112 the Council directed the Public Art Commission and the City Planning Commission to review for acceptance all art works acquired with City funds, or any gift or donation of artworks to be located on public property; and

WHEREAS, the Public Art Commission has developed a Review and Acceptance Policy for Gifts of Works of Art, a copy of which is attached hereto, which requires all offers of public art with a value of over \$2,000 be referred to the Public Art Commission for review and recommendation in accordance with the standards set forth in the Gift Review Criteria attached to said Policy at Appendix A; and

WHEREAS, the City Planning Commission, by adoption of a resolution dated September 3, 1996, recommended that City Council adopt and support the gift policy as developed by the Public Art Commission; NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Council hereby adopts the following process to be followed to ensure funding for the “1% for Art” program to be administered by the Public Art Commission:

(a) At the time capital projects are submitted to the Budget staff and/or to the Department of Public Works staff, all projects estimated to cost \$250,000 or more for a public building or pedestrian-oriented open space shall contain a line item for public art that equals 1% of the estimated project cost. The City Manager is directed to instruct all departments to include a public art line item in all qualifying projects.

(b) Any qualifying capital project that is submitted without a public art line item shall be revised by the Budget staff or Public Works staff to include an appropriate line item for public art.

(c) In recommending his capital budget, the City Manager shall prepare a new capital category entitled "Public Art" which shall contain the total dollar amount of all the 1% line items from all qualifying projects so that the capital budget will include all of the Public Art funds in one account, rather than spread among the various qualifying projects. However, the City Manager shall not be required to allocate a 1% line item for public art on any qualifying project which he has declared to be an emergency capital project, or the repair and maintenance of an existing building.

(d) Upon the approval of a capital budget containing a Public Art account, the funds within such Public Art account shall only be used for public art unless authorization is obtained from the Council to use such funds for another purpose.

(e) After the capital budget is approved by Council, the Public Art Commission and its staff shall administer the 1% for Art program pursuant to its process and criteria for selection and procurement.

§ 2. That the attached City of Richmond Public Art Commission Review and Acceptance Policy for Gifts of Works of Art, as approved by the City Planning Commission, be and is hereby

adopted as the official policy of the City of Richmond for the review and acceptance of all art works acquired with City funds, or any gift or donation of artworks to be located on public property.

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

A TRUE COPY:

TESTE:



CITY CLERK

CITY OF RICHMOND PUBLIC ART COMMISSION
REVIEW AND ACCEPTANCE POLICY
FOR GIFTS OF WORKS OF ART

Background: Upon establishing the Public Art Commission (PAC) in 1991, a review and acceptance policy for works of art commissioned through the Percent for Art Program was also established. In order that there be uniform criteria for the acceptance of all works of art by the City, it is necessary to have a procedure for the review and acceptance of donations of works of art. According to the Code of the City of Richmond, Section 2-27, "Acceptance of Gifts," the City Manager, for and on behalf of the City, is authorized to accept gifts or donations of a value up to and including \$2,000. Gifts or donations of a value above \$2,000 are reviewed by City Council. In the case of donated Works of Art, this process shall be modified to include a review and acceptance process by the Public Art Commission and the Planning Commission. As with the general "Acceptance of Gifts" policy, the City Manager, for and on behalf of the City, **but in keeping with the review and acceptance policy of the Public Art Commission**, is authorized to accept gifts or donations of Works of Art, of a value up to and including \$2,000. Gifts or donations of Works of Art of a value above \$2,000 must proceed through the following review process. The City Manager and City Council are strongly encouraged to first refer all gifts to the PAC for review and to uphold all PAC decisions and recommendations.

A. Review Process:

All proposals for donated works of art shall be referred to the PAC for review. In defining gifts as art, media to be considered would include, but not be limited to, the following: sculpture, mural, mixed media installation, painting, textiles, stained glass, metalwork, limited edition print, photograph, water-work or landscape element where those elements are designed by an artist and are an integral part of the work of art. For gifts of art with a value up to \$2,000, the PAC would review the work and a recommendation would be sent to the City Planning Commission (CPC) for acceptance or rejection. If approved by the CPC then the City Manager may accept the gift on behalf of the City. If the value of the work is above \$2,000, the PAC will appoint a "Gift Review Team" (GRT) to conduct a review of the work

according to a standard checklist called "Gift Review Criteria" (appendix A). The GRT shall be composed of 1) Community representative(s), 2) Host City Agency (a representative of the user agency responsible for the Artwork's care, placement or disposition, and 3) Member(s) of the PAC. The recommendations of the GRT are reviewed by the PAC and a recommendations for acceptance or rejection will be given to the Planning Commission. The Planning Commission will submit its recommendations to the City Council and the City Manager will accept or reject the gift on behalf of the City.

B. Donor:

At the time of presentation of a proposal, the donor shall submit to the PAC a completed "Donor Information Checklist Form" (Appendix B) that shall provide pertinent documentation and information necessary to conduct a fair and thorough review. This document includes:

1. Artist Information packet - describing his/her professional qualifications, including:

- a. Name, address, phone and fax numbers
- b. Biography or resume
- c. Exhibition catalogues
- d. 10 slides of their work with emphasis on other public art commissions
- e. Name, address, phone and fax numbers of gallery or agent representative

2. Artwork Specification form - including:

- a. Title of artwork(s)
- b. Date(s) of completion
- c. Provenance of artwork(s)
- d. Size/dimensions
- e. Fabrication methods and materials
- f. Site specifications and installation requirements
- g. Maintenance requirements, costs and funding source
- h. Published material about artwork (if any)
- i. Location/storage

3. Donor profile - including: name, address, phone and fax numbers, and a statement of intent that describes:
 - a. Reason(s) for offering the gift to the City of Richmond
 - b. In their estimate, the aesthetic value of the work
 - c. The value of the work as an addition to the City and to Richmond's collection of Public Art
 - d. The appraised value of the work (Note: this appraisal should be obtained by an independent appraiser. Acceptance of the work by the City does not ratify the value as presented by the donor)

The donor should also provide the following:

4. Photographs (professional quality), drawings, and/or models
5. Letter of guarantee of indemnification for maintenance, preservation and conservation of the artwork, in perpetuity, from the donor, unless otherwise agreed to by the Host City Agency. Any expected cost to the City for installation, maintenance or other items should be indicated in this letter.
6. Time-line for completing and installing the gift

In addition, the donor of the gift shall deposit with the City an amount which shall be equal to either five percent (5%) of the value of the gift, as established by the donor, or a sum judged sufficient by the Public Art Commission, at the time of acceptance, to cover the cost of future repair or conservation. Such amount will be held in a special general maintenance fund, to be applied to any public art work in the City's collection that is in need of maintenance.

C. Evaluation Criteria for Artwork(s):

As set forth in the Gift Evaluation Criteria Checklist (Appendix B), to be used by the GRT when conducting their review, gifts should be considered for:

1. Artistic merit and context in the City's art collection
2. Site appropriateness
3. Fabrication, handling and installation
4. Oversight responsibility
5. City liability and maintenance requirements
6. Community endorsement
7. Budget and guarantee of funding source.

In addition, the committee shall take into consideration the work's educational, cultural and historical value and its contribution to the identity of a neighborhood or district.

D. Recommendations:

1. Acceptance - If the Artwork is accepted, a written agreement shall be prepared by the PAC and signed by the City Manager. This agreement shall describe the responsibilities for installation, fabrication, site preparation, insurance, ongoing maintenance and conservation, and shall include a statement that the City of Richmond shall retain full rights of title/ownership and reproduction, removal, relocation and deaccessioning of the gift. It will also include what the City will provide including, but not limited to, a plaque with the names of donor and artist.
2. Acceptance with conditions - If the Artwork is accepted with conditions, a letter shall be sent from the PAC to the donor stating the conditions for acceptance and a time-line for meeting these conditions prior to acceptance. If the conditions are met within the time-line, an acceptance agreement shall be offered.
3. Rejection - If the Artwork is rejected, a letter shall be sent to the donor sighting the shortcomings of the artwork to meet the evaluation criteria. This letter shall be signed by the Chairs of the PAC, CPC and the City Manager.

(Appendix A)
GIFT REVIEW CRITERIA

Each proposed gift of art should be reviewed based upon a number of criteria described below.

In general, a work of public art would not be accepted as a gift if:

1. It is not one of a kind or an original, in the case of a work of fine art (sculpture or painting) or it is reproduced in editions of over 200 in the case of fine art prints and photographs. In general, reproductions, unlimited editions/mass reproductions, decorative, ornamental and functional elements of architecture, directional elements such as super graphics, signage and color coding, and landscape usually are NOT considered artworks unless done by an artist.

Acceptable media include but are not limited to:

- a) Sculpture: in the round, bas relief, mobile, fountain, kinetic, electronic;
 - b) Mosaic;
 - c) Fountains or water elements;
 - d) Crafts: clay, fiber, textiles, wood, metal, plastics, stained glass;
 - e) Mixed media;
 - f) Earthworks and environmental artworks;
 - g) Decorative, ornamental or functional elements designed by an artist;
 - h) Murals and paintings.
2. The artwork is not thought to meet professional standards for public art. That is, it is thought to display any one of the following:
 - a) faults of design or workmanship which would cause physical defects posing a public safety hazard or it diminishes the value of the work
 - b) there exists the possibility that the artwork is fraudulent or not authentic
 - c) the artwork seems to be of inferior quality relative to other works in the City's collection
 - d) the artwork may require excessive or unreasonable maintenance
 - e) there may be no appropriate site for the artwork because of its size, installation requirements, etc.
 3. There is reason to believe that the artwork was not created for the purpose of public display, or is deemed inappropriate for public display.
 4. A proposed site has not been approved by the City agency in charge of that site.

5. Funding for installation of the artwork and ongoing maintenance has not been provided or guaranteed, either by the donor or by the host City agency.

Additionally, the Planning Commission, Host City Agency, and the Public Art Commission should consider the following questions and criteria when conducting its review:

- I. AESTHETIC QUALITY AND ARTISTIC MERIT. Longevity, craftsmanship, artistic accomplishments, creativity, scale, color, proportion, standard of excellence and representation.
- II. PLACEMENT/SITING. Potential site location, limitations, restrictions, environmental concerns, replacement/relocation, restoration of site to original condition, appropriateness, relationship to site, relationship to the collection as a whole.
 1. What is the relationship of the work to the site? Is it appropriately scaled?
 2. Has a list of alternative sites been developed?
 3. Will the site become a destination in itself?
 4. Will the work of art help to anchor and activate the site and enhance the surrounding area?
 5. Will there be easy access to the site?
 6. Will additional parking be required?
 7. What preparations need to be made to the site in anticipation of the installation? Is the donor willing to pay for these preparations?
 8. When the artwork is loaned to the City temporarily is the donor willing to pay to restore the site to its original condition if necessary?
 9. If the gift is intended for permanent siting on City property, has siting been made in cooperation with the agency which owns the site?
 10. What are the utility requirements of the site?
 11. Is the neighborhood interested in having the piece located in their community?
- III. FABRICATION, HANDLING AND INSTALLATION.
 1. Are the projected costs accurate and realistic?
 2. Have written estimates been obtained from technical support and fabrication contractors?
 3. Is the cost assured? Can the donor guarantee the funding sources?
 4. Does a certain site present special obstacles?
 5. Who will execute and pay for transportation, storage and installation of the piece?
 6. How many people will be needed to site or move the work?
 7. Can it be easily hung, transported, or installed?

8. Does it require special vehicles or equipment?
9. Is the work removable, if necessary?
10. Has written permission been granted by the artist for work by a qualified conservator, should the need arise?
11. Has the stated value of a gift been sent to the office of risk management?

IV. MAINTENANCE REQUIREMENTS. Permanence of materials, source of maintenance funds, maintenance schedule, environmental issues, durability and life span.

1. Is the work suitable for outdoor display?
2. What effect will the elements potentially have on the work?
3. How long is the material expected to last in a public, non-archival setting?
4. What age have other works in the same materials attained?
5. Does the work have a limited lifespan due to built-in obsolescence? Inherent weakness, i.e., will the materials last?
6. Has the donor signed a written commitment to provide funds for maintenance or an agreement signed between the donor and the city for maintenance responsibility?
7. What are the existing or projected maintenance requirements of the artwork?
8. What is the potential maintenance impact of the piece?
9. What is the maintenance schedule for the artwork?
10. Is the workmanship and materials used deemed to be of high quality?
11. Might the work be prone or susceptible to vandalism?
12. What thoughts do the donor and the artist have about protecting this piece of art, should it become subject to vandalism?
13. Will the work have a graffiti-resistant coating or can one be easily applied?

V. CONSERVATION AND PRESERVATION.

1. Are unusual or on-going costs likely?
2. Has written permission been granted by the artist for work by a qualified conservator, should the need arise?
3. How difficult would it be to conserve the object? At whose cost?

VI. LIABILITY AND SAFETY.

1. Is the work a potential safety hazard?
2. Does the piece propose a potential danger to the public?
3. Who will pay for any insurance coverage required?
4. Does the piece meet safety codes?
5. Will fencing or other security measures be required?

VII. COMMUNITY. Because citizen involvement in the City's decision to accept a gift is key to community support and endorsement of a potential gift, it is recommended that a special series of questions be asked of community representatives when works of art are to be located in a neighborhood. These questions could reflect the perceived relevance of the piece to the residents of the host community, their value and culture.

1. If the artwork proposal has been generated by a community group, was the selection process an open one?
2. How has the surrounding community been involved?

VIII BUDGET.

1. What will the artist's fee be? Will it be paid by the donor?
2. Are all cost estimates guaranteed by the donor for the duration of the project?
3. Can the donor guarantee the funding sources?
4. What costs to the City can be expected for installation, maintenance etc?

DONOR INFORMATION CHECKLIST

Anyone wishing to donate an artwork, for public display, to the City of Richmond must follow the City's policies and procedures for "Gifts of Works of Art". In this way, the work is reviewed in accordance with uniform criteria for all artworks in the City's Public Art Collection. In defining gifts as art, media to be considered would include, but not be limited to, the following: sculpture, mural, mixed media installation, painting, textiles, stained glass, metalwork, limited edition print, photograph, water-work or landscape element where those elements are designed by an artist and are an integral part of the work of art.

All artworks offered to any agency, department or office of the City shall be referred to the Public Art Commission (PAC), for review. For artworks with a value less than \$2000.00, the PAC will review the work according to a standard "Gift Review Checklist" (GRC). For Artworks that have a value above \$2000.00, the PAC will appoint a "Gift Review Team" (GRT) to review the artwork according to the same GRC, and make recommendations to the PAC. The GRT shall consist of 1) a representative of the community, 2) a representative of the City's user agency responsible for the artwork's care, placement or disposition, and 3) at least one member of the PAC. In both instances the PAC's recommendation will be submitted to the Planning Commission and the Planning Commission will make final recommendations for acceptance or rejection to City Council. The City Manager, on behalf of the City, will inform the donor of the Artwork's final acceptance or rejection.

Attached are a set of forms (A-C) that must be completed in full and submitted along with a written request for consideration of the donated artwork. Please be sure to attach any, and all, requested additional materials to the forms. These forms are necessary in order that the City shall have full documentation of the gift and any pertinent information necessary for it's care in the future.

Your cooperation with these procedures is appreciated.

ARTIST INFORMATION

1. Artist's Name: _____

Address: _____

Phone/Fax: _____

2. Dealer or Agent's Name: _____

Address: _____

Phone/Fax: _____

In addition, please attach to this form:

3. Bio or resume

4. No more than three exhibition catalogues

5. Ten (10) slides of recent work emphasizing other Public Art commissions

WORK OF ART SPECIFICATIONS

I. Identification:

1. Title of Work: _____
2. Artist's Name: _____
3. Date Executed (if applicable): _____

II. Specifications:

1. Dimensions (without pedestal):

Height in. _____ Width in. _____ Depth in.

2. Weight (without pedestal): _____ lbs.

3. Pedestal Dimensions:

Height in. _____ Width in. _____ Depth in.

4. Pedestal Weight: _____ lbs.

Material: _____

5. Fabrication Material(s): List each type with corresponding brand name and specifications. This information is needed to assist the City if conservation is needed in the future.

6. Material(s) Finish: List each type with corresponding brand name.

III. Site Selection:

1. Please describe the reasons why the proposed site was selected:

2. List two alternate sites acceptable to all involved parties. (Artist, Donor, City Agency):

IV. Fabrication:

1. Name, Address, and Telephone of Fabricator(s):

NAME _____

ADDRESS _____

_____ TEL. _____

2. Primary Construction Technique(s):

3. Welding or Joining Material(s) and Methods: List types, brand names and joining methods for each.

4. Location and Description of Signature and Edition Markings:

V. Maintenance:

1. Was the work designed to include the weathering process as a part of the overall visual impact of the piece? If so, please describe the type of environment for which the work was designed.

2. Foundation specifications: Please describe the method and materials used in securing the work of art at the proposed site.

3. Maintenance Procedures: Please describe the methods and materials you would normally use to maintain this particular art work.

4. Is the Donor planning to establish a maintenance fund for the future care of the artwork? If so, please indicate the amount of funding available, the estimated annual cost, as well as the type and frequency of the maintenance which will be provided.

VI. Additional Information:

1. Has the work ever been on prior public exhibition? If so, please indicate when and where (attach additional sheet if necessary).

2. Are there additions of this work? If yes, please indicate the edition number of this particular work. Please list the number and locations of other editions.

3. Please list all notable exhibitions and collections pertaining to this particular work or editions of this work. (Attach additional page if necessary)

4. Please provide bibliographic information on any periodicals that have either reproduced or carried articles pertaining to this particular work.

5. If there is any other relevant information about the work that you feel should be presented to the Art Commission during its review, please attach it to this form.

DONOR PROFILE

1. Name, address, and telephone of donor of donating organization:

Name _____

Address _____

_____ Tel _____

2. Name, address and telephone of liaison (if applicable):

Name _____

Address _____

Tel _____

3. Please describe the circumstances under which the gift is being proposed:

4. What is the appraised value of the work being donated? _____

Date of appraisal: _____

5. Please describe how you feel the proposed site will be improved or enhanced by the installation of this work of art:



City of Richmond

(For Intracity Correspondence)

EDITION: 1

DATE: NOVEMBER 19, 1996

TO: THE HONORABLE MEMBERS OF CITY COUNCIL

THROUGH: ROBERT C. BOBB, CITY MANAGER

FROM: CHARLES T. PETERS, JR., DIRECTOR OF COMMUNITY DEVELOPMENT, FOR THE PUBLIC ART COMMISSION

SUBJECT: RESPONSE TO RESOLUTION NO. 96-R119 - 1%- FOR-ART, GIFT POLICY AND COMPREHENSIVE PUBLIC ART PLAN

ORD. or RES. No. _____

PURPOSE: To institutionalize funding for the 1%-for-Art Program, and adopt the Policy for Gifts of Public Art to the City, prepared by the Public Art Commission and recommended by the Planning Commission. Also, to provide for the inclusion of a comprehensive Public Art Plan in the City's Master Plan.

REASON: City Council, by Resolution No. 96-R119, directed the City Manager to submit a plan for the above mentioned programs and policies, to assure the authorization and placement of public art of the highest quality throughout the City of Richmond, and to assure that this be an ongoing process by including it in the City's Master Plan.

RECOMMENDATION: In 1990, the Planning Commission, responding to a directive by City Council, approved a plan for a 1%-for-Art Program and a Public Art Commission was appointed to develop and administer this program for the City of Richmond. At its September 3, 1996 meeting the CPC adopted a Resolution recommending adoption of a Review and Acceptance Policy for Gifts of Works of Art, as prepared by the Public Art Commission. On September 9, 1996 City Council passed Resolution No. 96-R119 directing the City Manager to present a plan to institutionalize the 1%-for-Art Program, adopt a Gift Review Policy, and direct the PAC to prepare a comprehensive Municipal Public Art Plan to be included in the City's Master Plan.

BACKGROUND: Recognizing the role that public art can play in important civic issues such as urban revitalization, economic development (through tourism and culture), enhancing the quality of education, and the development of a city-wide cultural identity, City Council, in 1990, requested that the Planning Commission develop a Public Art Program. Since 1991, a ten-member Public Art Commission, with one part-time staff, has overseen the production of 14 public art projects in public buildings and pedestrian-oriented public spaces throughout the City. Fashioned after a well established model, utilized by over 200 government agencies nationwide, these projects were funded by appropriation of 1% of the budgets of qualifying CIPs. Thereby, public artworks were installed in fire stations, community centers and city parks, as well as high profile facilities such as the Police Training Academy, the renovated Richmond Landmark Theater, and the new Oliver Hill Juvenile Court Building. In the 1996-97 CIP Budget, five new projects are in the planning stage.

Currently, funding for these projects has to be negotiated on a year-to-year basis, expending administrative time that could otherwise be used to develop additional public art programming in collaboration with the private sector. Also, gifts of art to the city have required extensive reviews and debates by The Planning Commission and the City Council that would otherwise, by this Ordinance, be reviewed and accepted by a standardized review criteria and process (see attached Gift Policy). Finally, in its original directive to form a Public Art Program for Richmond, City Council requested that a comprehensive Municipal Arts Plan also be developed. This Ordinance would mandate that this plan be prepared for inclusion into the City's Master Plan.

COST TO THE CITY: Staff time for administering the 1%-for Art Program; coordinating Gift Review Teams when needed; and preparation of the Municipal Public Art Plan for inclusion in the City's Master Plan. Preparation and mailing costs of RFPs to artists, and ongoing administrative costs of the program. Otherwise funding for 1%-for-Art projects of qualifying CIP projects will be line-itemed in these budgets before they are submitted to the Budget staff, and/or Public Works staff. Upon final recommendation of the City Manager's Capital Budget, the total of the 1%-for-Art budgets of all qualifying projects will be grouped in a new capital project called Public Art.

REVENUE TO THE CITY: In addition to the expansion to the City's public art collection, the valuation of the artworks could dramatically increase dependent upon appreciation of its market value. There is also the potential of contributions from the private sector to the program's Public Art Fund (established at the Community Foundation), to sponsor additional public art projects and programming in public facilities or spaces not being developed or improved through CIP allocations.

DESIRED EFFECTIVE DATE: Upon adoption with action retrograde to encompass any amended actions to the 1996-97 CIP Budget.

REQUESTED INTRODUCTION DATE: December 16, 1996

CITY PLANNING COMMISSION AGENDA DATE: January 6, 1997

CITY COUNCIL PUBLIC HEARING DATE: January 13, 1997

AFFECTED AGENCIES:

- City Manager's Office
- Law Department (for preparation of draft ordinance)
- Department of Community Development (to administer the program)
- Budget Department

RELATIONSHIP TO EXISTING ORDINANCES: Resolution #96-R119, September 9, 1996, Resolution of the Planning Commission for adoption of the Gift Policy

ATTACHMENTS:

1. Resolution # 96-R119
2. Review and Acceptance Policy for Gifts of Works of Art

STAFF:

- Gail Nathan, Public Art Administrator
- Public Art Commission (Room 508)
- 780-7425

DCD O&R No. 1558

OFFERED JUL 22 1996

A RESOLUTION No. 96-R119-112

ADOPTED SEP 09 1996

Requiring the City Manager to present to City Council on October 14, 1996, a process to ensure prescribed funding for the "1% for art" program; requiring that all artwork acquired by the City by gift, donation or purchase be reviewed and accepted by the Public Art Commission and the Planning Commission of the City of Richmond; and requiring the Public Art Commission to report to the Planning Commission and City Council concerning a comprehensive Public Art Program.

Patrons - Vice-Mayor Baskerville and Mr. Kaine

Approved as to form and legality
by the City Attorney

PUBLIC HEARING SEP 09 1996 AT 8 P.M.

WHEREAS, currently every great American city has a strong public art program and Richmond, with its history as a major political center, a major economic center, and a major cultural center, should also have a strong public art program; and

WHEREAS, Richmond recognizes the economic importance of tourism and culture, and that public art, as a great educational resource, contributes to both; and

WHEREAS, art, especially public art, is a vehicle for dialogue between different cultural groups within a community and can serve as a catalyst for urban revitalization and as a means for communities to define themselves; and

WHEREAS, Richmond takes pride in the continuum of artistic expression representing past generations and recognizes the importance of ensuring that current artistic expression be encouraged; and

WHEREAS, the City Master Plan, now in process, presents a unique opportunity to integrate a plan for public art; and

WHEREAS, the City of Richmond's Percent-for-Art Program, managed by the Public Art Commission, has functioned for over five years under the Planning Commission and the Department of Community Development; and

WHEREAS, the Public Art Commission, through the Percent-for-Art Program, has successfully solicited, reviewed, selected and managed the installation of more than thirteen public artworks, including sculptures, paintings, tileworks and stain-glass windows at locations throughout the City; and

WHEREAS, funding for the current public art program is sporadic and unpredictable;
NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

1. That the City Manager is hereby directed to present to City Council on October 14, 1996, a process to ensure prescribed funding for the "1% for art" program to be administered by the Public Art Commission. The process shall provide that every City budgeted capital project above \$250,000 for a public building or pedestrian-oriented open space, will include a budgeted line item of 1% of the capital expenditure for art.
2. That the Council of the City of Richmond hereby urges the Richmond Public Schools to include in their FY 1998-1999 budget a line item for the "1% for art" program.

3. That all artworks acquired with City funds, or any gift or donation of artworks to be located on public property, shall be reviewed for acceptance by the Public Art Commission and the Planning Commission for the City of Richmond.

4. That the Public Art Commission shall report to the Planning Commission and City Council concerning a plan to implement a comprehensive Public Art Program to include an "arts" element in the City Master's Plan.

A TRUE COPY:

TESTE:

Alan Guy - Chessa
CITY CLERK