

City of Dunwoody
February 1, 2022
Dunwoody Art Commission Minutes

The Dunwoody Art Commission of the City of Dunwoody held at 7:30 a.m. on February 1, 2022. The meeting was held in the City of Dunwoody City Hall, Georgetown Room, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338. Present for the meeting were the following:

Present for the meeting were the following:

Voting Members: Jim Cramer, Chair
 Alicia Fowler, Commission Member
 Bob Lavender, Commission Member
 Bobbe Gillis, Commission Member
 Mary Michael, Commission Member
 Tina Walden, Commission Member
 Howard Wertheimer, Commission Member

Also Present: Michael Starling, Economic Development Director
 Rosemary Watts, Business Retention and Cultural
 Development Manager
 Lynn Deutsch, Mayor
 Brent Walker, Parks and Recreation Director

CALL TO ORDER

Chair Jim Cramer called the meeting to order. All members were in attendance with the exception of Names.

PUBLIC COMMENT

None

CONSENT AGENDA

1. Approval of January 4, 2022 Art Commission Meeting Minutes

Walden moved to approve the consent agenda. Fowler seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0 (Names)

BUSINESS ITEMS (ACTION ITEMS)

None

DISCUSSION ITEMS

2. Discussion on percentage for public art.

Howard explained the details of the proposal for one percent program for public art. The City will provide advice on the best structure of the proposal by working with Community Development, City Manager, Public Works, and Finance Department to determine requirements. For Public Works art projects, the Art Commission could be the curators for art. The mayor suggested that this topic be further discussed at the City Council retreat and in budgetary meetings. An update on this proposal will be provided in April.

3. Discussion on artists solicitation

Brent discussed his art solicitation process for murals at the parks. Part of their artist selection process allows local artists an opportunity to display art. Cramer asked Brent if Parks and Recreation could play a greater role in displaying art. Brent explained that artwork has been displayed and classes have been held at the Annex and will continue. He discussed the possibility of art trails and pop-up artists at events in the parks. Howard raised the issue of increasing messaging and communications to amplify public art. The City is working with Create Dunwoody and the Communications Department on awareness through social media. Michael will invite Jennifer Boettcher to next Art Commission meeting to discuss City Communications on Public Art.

4. Discussion on Art Awards

Moved discussion to next Art Commission meeting.

PUBLIC COMMENT- Public Comment allows the Committee the opportunity to listen to the public (3 minutes per speaker).

None

ADJOURN

Name moved to adjourn. Name seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: # (Names)

ASHFORD LANE

ART INSTALLATION APPLICATION

02.08.22



Public Art Implementation Application

Artist Information		
Artist Name: JLL Design (Carrie Brown, Design Director)		
Address/Location: 3344 Peachtree Road NE, Suite 1100		
Telephone Number: 404-995-2187		
City: Atlanta	State: GA	Zip: 30326
Email: carrie.brown@am.jll.com		Website: us.jll.com
Applicant Contact Information		
Applicant's Name: (owner) CTO Realty Growth, Inc.		
Developer/Owner/Agent's Name (if different):		
Telephone Number: 407-904-3343		
Address: 369 N. New York Ave., 3rd Floor		
City: Winter Park	State: FL	Zip: 32789
Email: dtworoger@ctlc.com		

The following items must be submitted with this application.

- Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
- Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.
- Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.
- Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.
- Property Owner Consent Affidavit indicating consent for locating said Public Art installation on the property. After the project has been fully approved an Art Easement form will be completed.
 - o Art Easement Form
 - (i) requires the property owner to erect and maintain the Public Art installation at no cost to the City for the life of the installation;
 - (ii) grants the City an easement in the location of the Public Art and grant the City all authority to, in the City's discretion, maintain said installation and claim ownership in said installation (private property only);

*Applicants are responsible for obtaining necessary permits required with any incurred or proposed changes.

Signed  Date: February 3, 2022

Scan and e-mail the completed application with all supporting documents to: rosemary.watts@dunwoodyga.gov

Steps:

Step 1: Prepare and submit required documents – Complete and check off list of required documents listed on the application, scan and e-mail to: rosemary.watts@dunwoodyga.gov You may be contacted if your application is missing any information.

Step 2: Review Process

After we receive a complete application, the Dunwoody Public Art Commission will review it in an upcoming regular or special meeting. If the Public Art Commission approves the proposed Public Art Installation, the application will be forwarded to the Mayor and City Council which will also review the application.

Step 3: Decision and Follow-Up

If approved, you will complete the Art Easement form and be given additional instructions to proceed.

For questions about the application, please e-mail Rosemary Watts, Business and Cultural Development Manager: rosemary.watts@dunwoodyga.gov

For questions about community planning, land development, building construction, code compliance and easements, please e-mail Paul Leonhardt: paul.leonhardt@dunwoodyga.gov

If you wish your project to be in a City park, please contact Brent Walker at brent.walker@dunwoodyga.gov prior to submitting an application

If you wish your project to be on City property that is not a City park (e.g. City streets, City facilities, etc.), please contact Michael Smith at michael.smith@dunwoodyga.gov prior to submitting an application.

Addendum 1 – Public Art Ordinance

See <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1287> for the full ordinance.

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY OF DUNWOODY CREATING PROCEDURES FOR ESTABLISHMENT OF PUBLIC ART INSTALLATIONS AND IMPLEMENTATION OF PUBLIC ART PROGRAM

Chapter 29. Public Art.

Sec. 29-1. Definitions.

- (a) “Public Art” shall be defined as a work created by an artist as defined herein, as approved by the Public Art Commission created herein, for display in public space or visible from a public space.
- (b) Public Art shall include the following:
 - (1) All forms of limited edition or one-of-a-kind original creations of visual art, both decorative and utilitarian, including but not limited to paintings, drawings, photographs, collages, ceramics, artistic glass, stained glass, and fiber art
 - (2) Functional features or enhancements, such as benches and fountains, that are unique to the location
 - (3) Murals, frescos or mosaics covering walls
 - (4) Sculptures, including statues, reliefs and mobiles, which can be free-standing, wall-supported and/or suspended and made of durable materials suitable to the site and the climate; and
 - (5) Technological media that may develop through artistic pursuit or adaptation of digital, audio, video or graphic media; use of lighting, the internet, and the like;
 - (6) Other suitable artworks as presented to, and approved by, the sole decision of the Public Art Commission.
- (c) Public Art shall not include:
 - (1) Elements incorporated for the primary purpose of advertising a business, product or service, including but not limited to logos, trademarked symbols, colors, images of commercial products, texts or numbers;
 - (2) Directional elements such as super-graphics, signage or color coding except where these elements are integral parts of the original works of art;
 - (3) Mass-produced objects, such as fountains, statutory objects or playground equipment;
 - (4) Reproduction by mechanical or other means of original works of art;
 - (5) Decorative ornamental or functional elements created by the project architect or landscape architect instead of an artist commissioned for this purpose;
 - (6) Electrical, water or mechanical service for activation of the works of art;
 - (7) Art exhibitions and educational activities;
 - (8) Security and publicity concerning the works of art; and
 - (9) Art used as signage.
- (d) “Artist” shall be defined as an individual, or a group of people, who meets one or more of the following criteria:
 - (1) realizes income through the sale, performance, publication or commission of original works of art (2) has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications
 - (3) has formal training or education in a field of art; and
 - (4) has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED **02/03/2022** under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City's approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

Mural designed by JLL (Carrie Brown, Design Director) and executed/painted by Chris Sturdivant on behalf of CTO (owner)

TITLE, DATE: *Under the Canopy*

DIMENSIONS: **facing south: 27'-9" tall x 80'-7" wide / facing southeast: 37'-0" tall x 15'-1" wide (x2)**

ADDRESS/LOCATION: **Ashford Lane, 4500 Olde Perimeter Way, Atlanta, GA 30346**

("the Work") for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA") and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.

CITY AGENCY

Agency: _____

Authorized Agent: _____

Address: _____

Email: _____

Phone: _____

SIGNATURE: _____

DATE: ____/____/____

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: JLL (Carrie Brown, Design Director)

Address: 3344 Peachtree Road NE, Suite 1100, Atlanta, GA 30326

Email: carrie.brown@am.jll.com

Phone: 404-995-2187

SIGNATURE: 

DATE: 02/03/2022

Addendum 3 – Property Owner Consent Affidavit

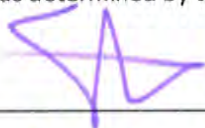
PUBLIC ART INSTALLATION
PROPERTY OWNER CONSENT AFFIDAVIT

Project Name: _____

Property Address: 4500 Old Perimeter Way, Atlanta, GA 30346

Building Owner: CTO Realty Growth, INC.

I, Steven Greathouse, owner of property referenced above, do certify and affirm that consent has been provided to Carrie Brown / CBRE, to install and maintain public art as determined by the City of Dunwoody Public Art Ordinance at the property address referenced above.

By: 

Steven Greathouse
Printed Name

2-4-22
Dated

The foregoing document was sworn to me this 4th day of February, 20 22


Notary Public



Brandie Reid
Notary Public
State of Florida
Comm# HH091556
Expires 2/10/2025

Commission Expiration Date:

(Notary Seal)

Addendum 4 – Art Easement Agreement

After recording return to:

ART EASEMENT

THIS AGREEMENT, effective on _____ (month/day/year), is between _____ (“Grantor”), and the City of Dunwoody, a Georgia municipal corporation (“City”).

RECITALS

A. The City has adopted a program for the placement of art in and on public and private locations throughout the City of Dunwoody. The Dunwoody Art Commission administers the City’s public art program.

B. Grantor owns the property legally described in Exhibit A (attached hereto and incorporated herein) and is willing to make said property available to the City for the placement of public art, as defined in the City of Dunwoody Code (hereinafter, “Artwork”). Said Artwork is described in Exhibit B, attached hereto and incorporated herein.

IN CONSIDERATION of the mutual promises and performances set forth below, the parties agree as follows:

1. Grant of Easement. Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Artwork described in Exhibit B on and in the real property described in Exhibit A, including any building and structure thereon (“property”). The location of the Artwork shall be as approved by the Dunwoody Art Commission.

2. Term of Easement. This easement shall be for a period of _____ years from the date of execution. Unless terminated as provided in section 3, below, the easement shall automatically renew thereafter, and shall remain in full force and effect unless and until terminated.

3. Termination.

- a) At or after the expiration of the easement period, the easement may be terminated by either party upon 30 days written notice to the other party. Grantor expressly agrees and warrants that upon expiration, the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.
- b) Within the initial easement term (or at any time thereafter), the easement may be terminated by Grantor with the City’s consent in writing upon Grantor’s showing of any of the following: i) that the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or ii) that the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or iii) that the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Artwork; or iv) that circumstances have materially changed and the continued existence of the easement or maintenance of the Artwork substantially impedes Grantor’s reasonable use and enjoyment of the Property. The City shall not unreasonably withhold consent to termination upon Grantor’s satisfactory demonstration of any of the foregoing conditions of termination.
- c) The City may terminate the easement at any time at its sole discretion upon 30 days written notice to Grantor, should Grantor fail to substantially perform Grantor’s obligations under Section 4, below. Should the City elect to exercise this right of termination, Grantor expressly agrees and warrants that the Artwork shall be removed and the Property restored to its prior condition. Such removal shall occur within 30 days of the termination of the easement, unless this period is extended in writing by the City.

4. Maintenance and Removal of Artwork. Grantor shall be responsible for maintaining and if necessary, repairing the Artwork described in Exhibit B during the existence of the easement. The City may remove the Artwork from the

property if, in the sole judgment of the City, the Artwork is being excessively damaged, and Grantor fails or refuses to maintain or repair the Artwork after 30 days written notice from the City requesting Grantor to do so. If the City removes the Artwork from the property, the City will restore the property to its original condition. Alternatively, at the City's sole discretion, the City may access the Artwork to maintain or repair the Artwork if Grantor has failed to do so after 30 days written notice from the City that the Artwork requires maintenance or repair.

5. Right of Entry. The City shall have the right to access the area on the property described in Exhibit A on which the Artwork is located during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this agreement.

6. Binding Effect. The easement granted in this agreement shall run with the land and be binding upon and inure to the benefit of the Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property.

7. Contractual Relationships. Assignment. This agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. The parties shall not assign this agreement without the prior written consent of the other.

8. Notice. Notice shall be made to the following addresses, unless otherwise provided for in writing:

City of Dunwoody

City of Dunwoody
Attn: City Manager
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

Grantor (name and mailing address)

9. Amendments. The parties expressly reserve the right to modify this agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

10. Remedies. The parties acknowledge that breaches of this Agreement will affect substantial harm to the public interest which harm is difficult or impossible to prove as actual damages in an action hereunder. The parties agree that the prevailing party in an action for the breach of this agreement shall be entitled to a) liquidated damages in an amount of \$2500 per material breach; b) specific performance of the terms of this agreement, and each of them; c) reasonable attorney's fees; and d) any other remedies available at law or in equity. The rights under this agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

11. Invalidity of Particular Provisions. Should any term, provision, condition or other portion of this agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

12. No Waiver. No waiver of full performance by any party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this agreement.

IN WITNESS WHEREOF, the parties/persons have caused this instrument to be executed by its duly authorized representative(s).

GRANTOR

By:

"NAME OF GRANTOR REPRESENTATIVE"

(print name of grantor representative)

(print title of grantor representative)

STATE OF _____)

) ss.

County of _____)

This instrument was acknowledged before me on _____, 20 by

_____ as _____ of the Grantor.

IN WITNESS WHEREOF, the City of Dunwoody, Georgia, has caused this instrument to be executed by its duly authorized representative(s) on _____ (date).

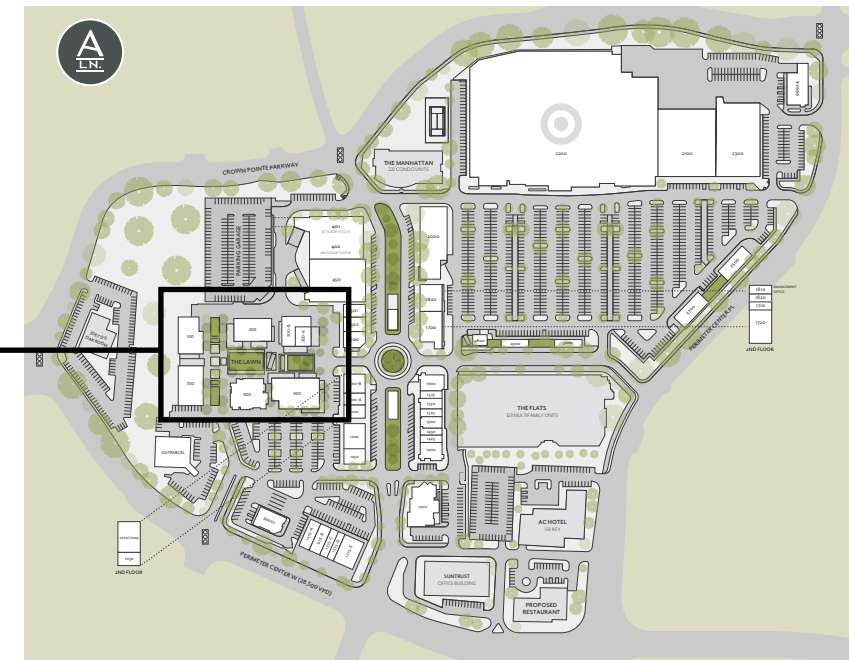
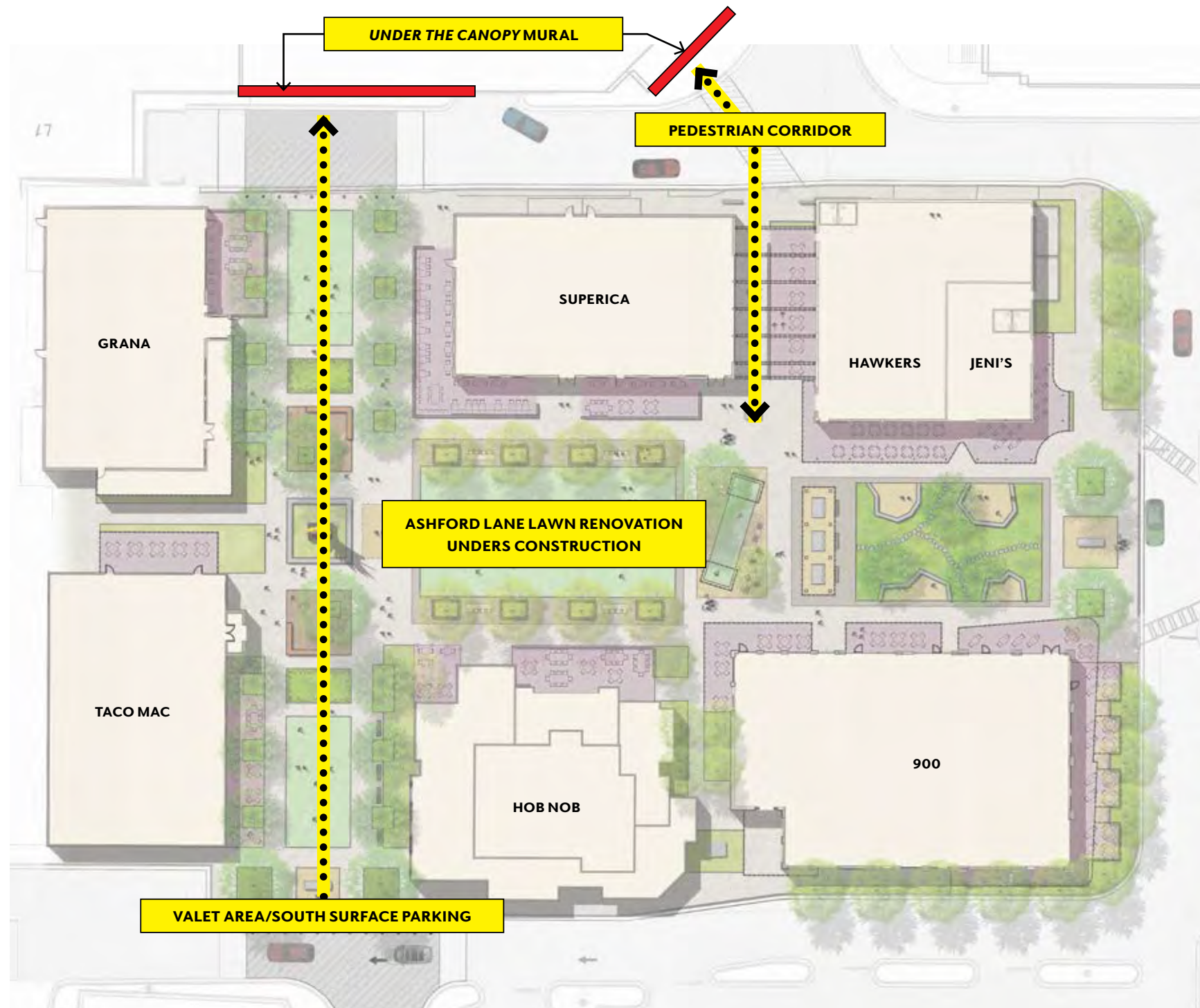
CITY OF DUNWOODY

By: _____

(print name of city representative)

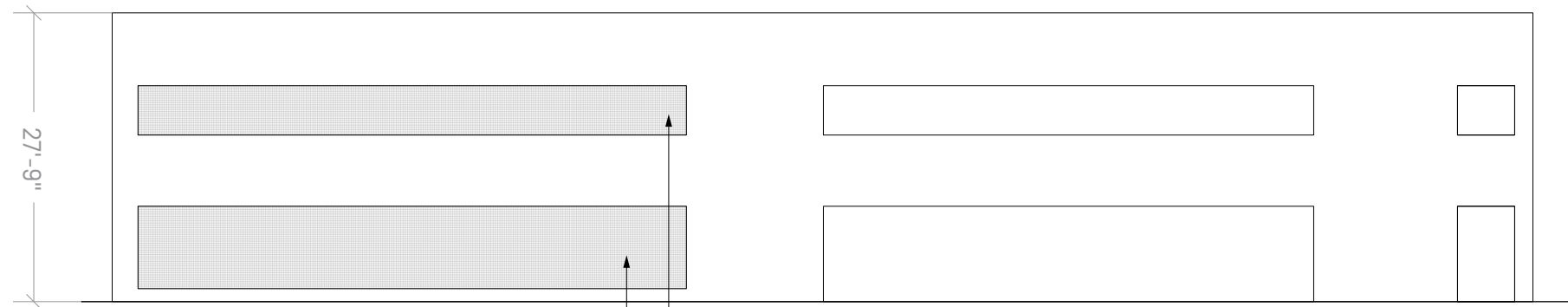
(print title of city representative)

LOCATION & TIMELINE



“Under the Canopy” is a proposed permanent installation planned for Perimeter Center, a Public Art Implementation Plan priority area. The large-scale mural will cover two sides of the Ashford Lane parking deck, energizing the central green and creating a cultural center for the surrounding offices, hotels, and residential towers

ARTIST RENDERING & SPECIFICATIONS

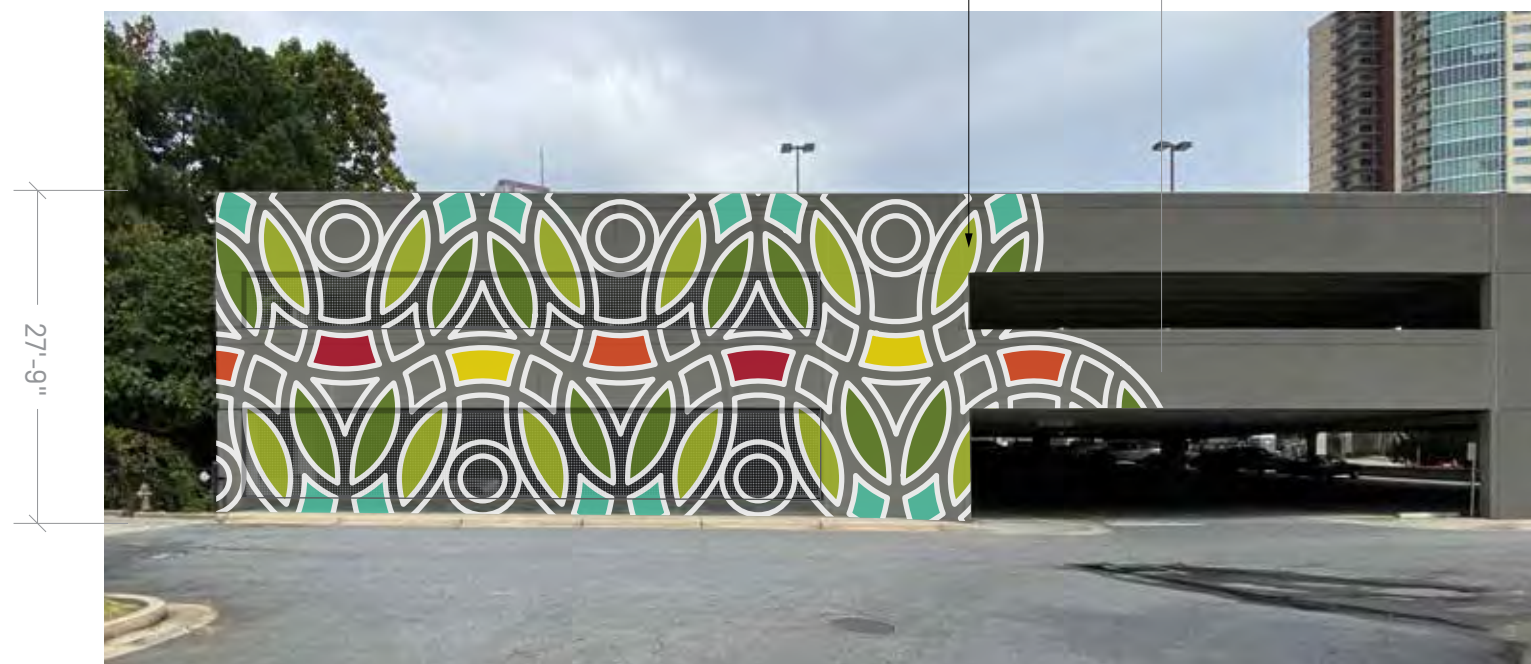


PARKING DECK SCREEN WALL INFILL
1/16" = 1'-0"

GC TO INFILL OPENINGS WITH PERFORATED SCREEN
PRIOR TO PAINTING

80'-7"

MATERIAL (TYPICAL):
SHERWIN-WILLIAMS PAINT



PARKING DECK MURAL FACING SOUTH

NOTE: Parking deck signage/wayfinding would be permitted as signs with the City of Dunwoody.



PARKING DECK MURAL FACING SOUTHEAST

UNDER THE CANOPY

Ashford Lane is garnering national attention as a case study for how an aging suburban shopping center can be remade as a community gathering place. A new central green will replace an asphalt parking lot, a new food hall and offices will replace a vacant big box store, and pedestrian upgrades will link the property to its surroundings.

The Lawn, the property's new central green, is designed to serve as a "living room" for the community. The design will include shade trees, strung lights, and hanging flower pots, framed by a collection of restaurant patios. Programmed events and music will help create an informal town square.

"Under the Canopy" is a kaleidoscope-like interpretation of a lush English walled garden. The painted mural's design is both modern and familiar and creates an important backdrop to The Lawn. By repurposing old infrastructure, this large-scale installation will serve as another important step in Dunwoody's cultural evolution and the creation of a vibrant gathering place for families and nearby office workers.



CARRIE W. BROWN

Carrie Brown brings over 20 years of graphic art, design, and brand development experience to the JLL Atlanta retail team. Her project management expertise helps owners navigate the design details to create vibrant, memorable places and experiences. Her professional practice and spans the spectrum with clients ranging from boutique brands to Fortune 50 companies.

EDUCATION

- Georgia State University / Atlanta, GA
Master of Fine Arts / Graphic Design / 2015
Winnie B. Chandler Fellowship Recipient
 - Auburn University / Auburn, AL
Bachelor of Fine Arts / Graphic Design / 1998
-

PROFESSIONAL EXPERIENCE

2019 – Present JLL Retail Atlanta, Design Director / Atlanta

2017 – 2019 Owner, Dock B Design / Atlanta

2018 – 2019 Georgia State University /
Assistant Professor of Graphic Design / Atlanta

2012 – 2015 Georgia State University /
Part-time Instructor of Graphic Design / Atlanta

2014 – 2017 Creative Director, Healey Weatherholtz Properties / Atlanta

2005 – 2012 Associate, sky design / Atlanta

2000 – 2005 Designer, sky design / Atlanta

1998 – 2000 Designer, Whyte-Kerner / Atlanta

SELECTED CLIENT LIST

100 Peachtree / Experiential Graphics / Atlanta, GA

Allen Plaza / Graphics/Branding / Atlanta, GA

America Online / Experiential Graphics / Mountainview, CA

American Cancer Society / Experiential Graphics / Atlanta, GA

Atlanta City Courts / Signage / Atlanta, GA

Atlantic Station / Signage / Atlanta, GA

Bass Lofts / Brand Identity & Signage / Atlanta, GA

Boston College + Deloitte / Data Visualization / Boston, MA

Carter / The MET / Graphics / Branding / Atlanta, GA

Carter / Summerhill / Graphics / Branding / Atlanta, GA

Centennial Park / Signage / Nashville, TN

Centric Federal Credit Union / Graphics/Branding / Monroe, LA

Charred Path / Graphics/Branding / Atlanta, GA

Coca-Cola Enterprises / Signage & Experiential Graphics

Concentrics / PieBar, STATS, ROOM, Lobby / Graphics/Branding / Atlanta, GA

CTO Realty Growth / Ashford Lane / Repositioning / Atlanta, GA

Constantine Carpet / Graphics/Branding / Dalton, GA

Cousins Properties / Experiential Graphics / Atlanta, GA

Delta Credit Union / Experiential Graphics / Atlanta, GA

Delta Airlines / Experiential Graphics / Atlanta, GA

Dunwoody Nature Center / Signage / Dunwoody, GA

Earthlink / National Signage Standards / Various Locations

Elevator Partners / Graphics / Atlanta, GA

Envy Create / Graphics/Branding / Atlanta, GA

FedEx Custom Critical / Signage / Akron, OH

Fifth Group Restaurants / Graphics/Branding / Atlanta, GA

Georgia State University / Graphics / Atlanta, GA

Hambidge Artist Residency / Graphics/Branding / Rabun Gap, GA

Healey Weatherholtz Properties / Graphics & Signage / Atlanta, GA

High Museum of Art / Graphics / Various Locations

Hotel Indigo / Graphics / Various Locations

Humphries & Company / Graphics / Various Locations

Inside CNN Tour / Experiential Graphics / Atlanta, GA

Intercontinental Hotel Group / Graphics / Various Locations

Loud Radish Restaurant Group / Paper Mill Grill /
Graphics/Branding & Signage / Atlanta, GA

MacDill FCU / Signage & Experiential Graphics / Tampa, FL

Merritt Woodwork / Graphics/Branding / Mentor, OH

Molecular Basis of Disease, GSU / Graphics/Branding / Atlanta, GA

PBS&J / Experiential Graphics / Tampa, FL

Peace Performing Arts Center / Signage / Greenville, SC

Pine Woods Retreat / Graphics/Branding / Savannah, GA

Plaza Midtown / Signage / Atlanta, GA

PwC / Graphics & Experiential Graphics / Various Locations

Raulet Property Partners, Inc / Graphics & Signage / Atlanta, GA

SATB2 Gene Foundation / Graphics/Branding / Atlanta, GA

Selig Enterprises / Graphics / Atlanta, GA

Shops Around Lenox / Graphics/Branding / Atlanta, GA

Special Olympics / Signage Guidelines / Washington, DC

Skylight Financial / Graphics/Branding / Atlanta, GA

Stevens & Wilkinson / Graphics/Branding / Atlanta, GA

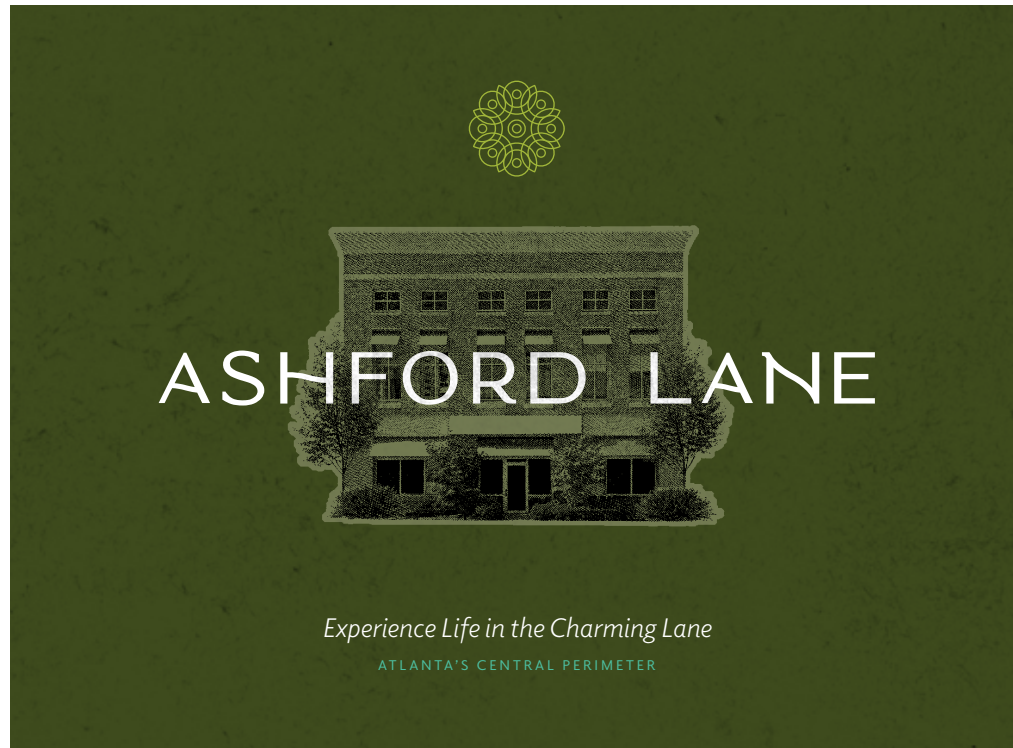
Tampa Bay PAC / Signage & Experiential Graphics / Tampa, FL

TWELVE Hotel & Residences / Graphics/Branding / Atlanta, GA

Woodruff Park / Signage / Atlanta, GA

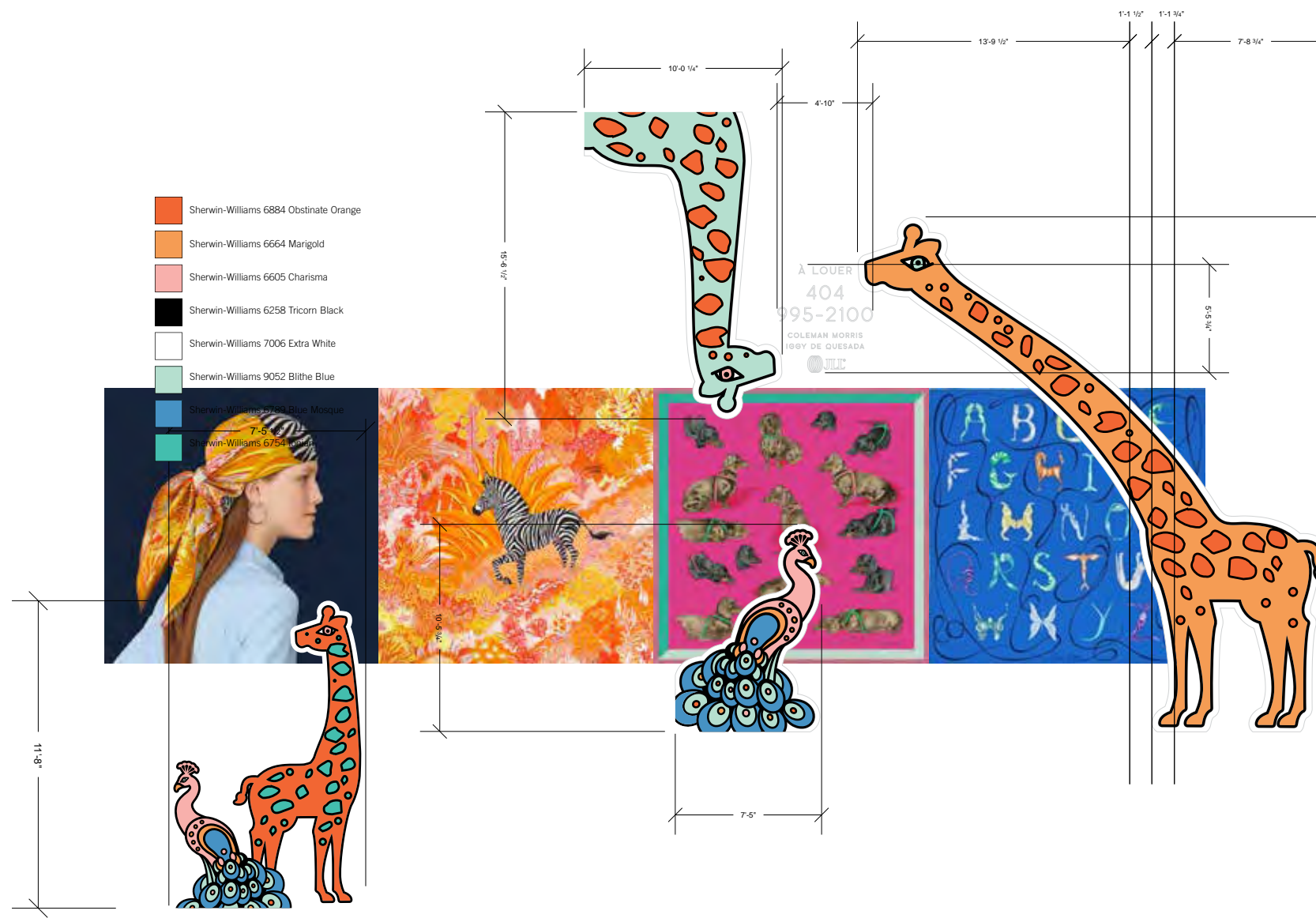
YMCA of the USA / Experiential Graphics / Chicago, IL

Yum! Brands / Experiential Graphics / Orlando, FL



CARRIE W. BROWN

Client: CTO / Agency: JLL / visual identity and brand extension



CARRIE W. BROWN

Client: Healey Weatherholtz Properties / Agency: JLL / mural design



A brief history of Zippers

UNITED STATES PATENT OFFICE.

WHITCOMB L. JUDSON, OF CHICAGO, ILLINOIS.
CLASP LOCKER OR UNLOCKER FOR SHOES.

A zipper is a slide fastener with two edges of teeth attached to a fabric tape. The teeth lock into a snug fit when they are drawn together by a slide. When the slide is pulled back, the teeth separate.

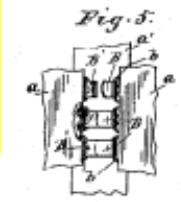
Model) W. L. JUDSON,
CLASP LOCKER OR UNLOCKER FOR SHOES.
2,504,036. Patented Aug. 28, 1893.

The zipper was invented by Whitcomb L. Judson, a Chicago,

Illinois, mechanical engineer, to relieve the tedium of fastening by hand the fashionable high-buttoned boots of the time.

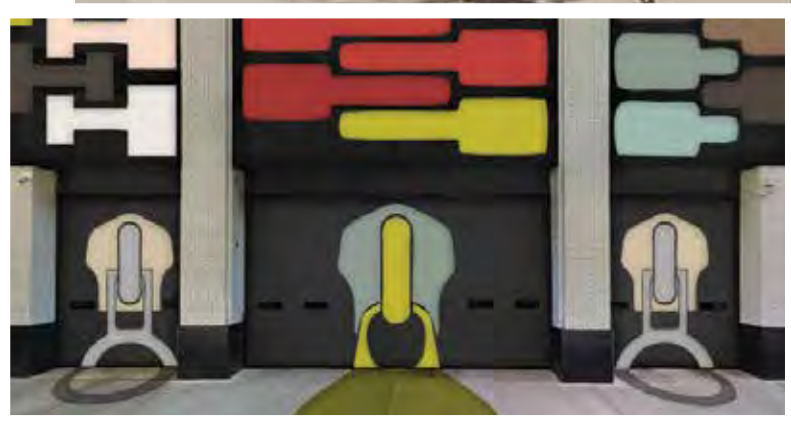


Judson's fastener called the Clasp Locker and patented in 1893, consisted of a movable guide that meshed together two sets of hooks and eyes.



Judson also invented a machine to mass produce his fasteners cheaply. However, these machines broke down frequently and the Judson's fasteners had a way of spontaneously unfastening.

Slider engagement mechanism involves interlocking of clasps along vertical to axis of motion vertical motion unlike modern day zippers



CARRIE W. BROWN

Client: JLL Chicago / Agency: JLL / conceptual public art installation, Chicago



CARRIE W. BROWN

Client: The HIGH Museum / Agency: JLL / experiential design



CARRIE W. BROWN



Client: FedEx Custom Critical / Agency: sky design / experiential design



CARRIE W. BROWN

Client: America Online / Agency: sky design / experiential design



CARRIE W. BROWN

Client: CNN / Agency: sky design / experiential design



CARRIE W. BROWN



Client: STATS / Agency: sky design / experiential design

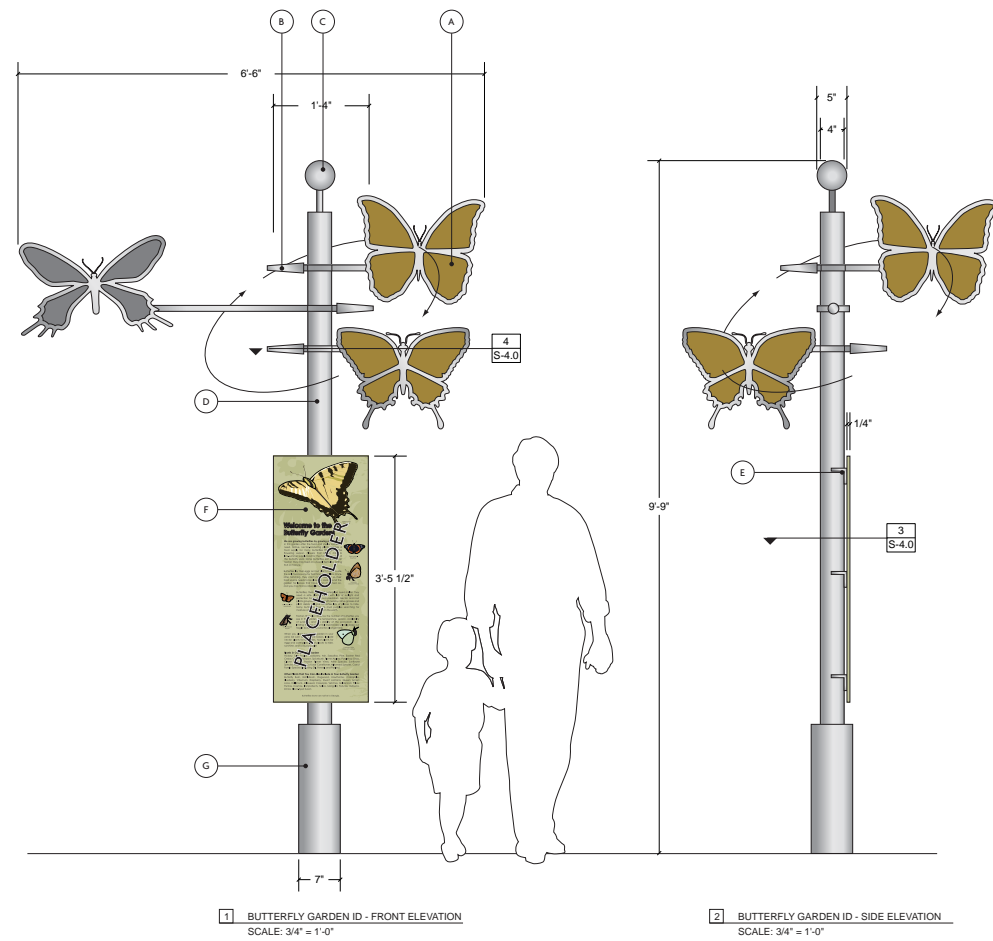
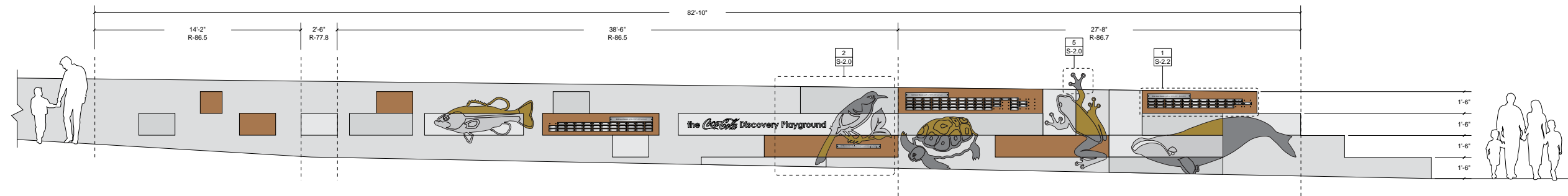


Client: Healey Weatherholtz Properties / Agency: sky design / signage



CARRIE W. BROWN

Client: Dunwoody Nature Center / Agency: Dock B Design / interpretive design



CARRIE W. BROWN

Client: Gwinnett Environmental and Heritage Center / Agency: sky design / conceptual public art installation + interpretive design

City of Dunwoody Parks & Rec Art Commission Contract

This agreement is made this 6th day of January, 2022 by and between:

Artist's Name: Amy Patterson

Address: 5238 Wynterhall Way, Dunwoody GA 30338

Phone: 770-371-0471

E-mail: AMY.MIKU@GMAIL.COM

and

Patron's Name: City of Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** The parties for the individual artwork will decide artist fee. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of one-half of the artist fee is required before work commences. Cost of materials will be indicated in the price agreement. Payment in full is due upon receipt of artwork(s).
6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.



INDEMNIFICATION AND HOLD HARMLESS:

Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist Amy Patterson Patron [Signature]

Dunwoody Art Installation Application

The City of Dunwoody approved the Public Art Implementation Plan in November of 2020. The following are excerpts.

“Public art is an increasingly important part of the life of many communities across the country, and that is true of Dunwoody.”

Dunwoody has found that arts, culture and placemaking are important for many reasons:

First, these activities can strengthen the city as a place to live, work and visit by creating enjoyable places and memorable moments that strengthen people’s personal attachment to the city. Second, they can express the creativity and vitality of residents and community organizations, conveying the sense that something special and surprising is happening, which in turn can create a fresh new identity for Dunwoody. Finally, they can strengthen connections among the variety of neighborhoods and groups of people that call Dunwoody home, building on the strong social fabric and resiliency that have served the City well in the past.

Vision - Public art will take the emerging City of Dunwoody to the next level, connecting the community and visitors through a colorful, fun and explorable collection of art and gatherings.

Goals

- Improve the city’s visual appearance, especially places where people gather, landmarks and infrastructure.
- Enhance connectivity — physical, social and cultural.
- Create a place that is active, fun, vibrant, livable, engaging and explorable — a place where families want to live, where employees plan to stay after work, and where everyone wants to visit because they know they can find something interesting.
- Change perceptions of the city; reflect its growing creative energy.
- Create a sense of pride and welcoming.

Themes - Dunwoody is seeking public art that reflects the spirit of the city and its residents. These are ideas that can inspire and motivate artists working in the city:

- Dunwoody offers big city amenities with small town flair.
- Dunwoody is a place where people work together to make the community better.
- Dunwoody is diverse.
- Dunwoody celebrates and connects with special events and festivals.
- Dunwoody is place where family and neighborhood are at the center.
- Dunwoody is a city in transition, everchanging.

Locations – Priority areas for public art. Dunwoody is diverse in its different districts and neighborhoods. Public art approaches should be tailored to the needs and character of each of these areas. The Public Art Implementation Plan indicates areas of the city that are appropriate for public art:

- Perimeter Center
- Mt. Vernon
- Dunwoody Village
- Georgetown
- Winters Chapel
- City Parks
- Jett Ferry

Please see the full Public Art Implementation Plan at: <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1167>

The City of Dunwoody embraces Public Art and encourages its citizens to implement art to be enjoyed and appreciated by the community. Any Dunwoody property owner, leaseholder of a property in Dunwoody, non-profit organization located in Dunwoody, or artist living or employed in Dunwoody may submit an application for a Public Art installation in the City of Dunwoody.

Public Art Implementation Application

Artist Information				
Artist Name: Amy Patterson				
Address/Location: 5238 Wynterhall Way				
Telephone Number: 770-371-0471				
City:	Dunwoody	State:	GA	Zip: 30338
Email:	amy.miku@gmail.com		Website: https://www.amypatterson-art.com/	
Applicant Contact Information				
Applicant's Name: City of Dunwoody Parks & Rec				
Developer/Owner/Agent's Name (if different):				
Telephone Number: 678-382-6853				
Address: 4800 Ashford Dunwoody Rd.				
City:	Dunwoody	State:	GA	Zip: 30338
Email: Rachel.waldron@dunwoodyga.gov				

The following items must be submitted with this application.

- Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
- Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.
- Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.
- Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.

Signed Amy Patterson Date: 01/06/22

Addendum 1 – Public Art Ordinance

See <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1287> for the full ordinance.

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY OF DUNWOODY CREATING PROCEDURES FOR ESTABLISHMENT OF PUBLIC ART INSTALLATIONS AND IMPLEMENTATION OF PUBLIC ART PROGRAM

Chapter 29. Public Art.

Sec. 29-1. Definitions.

- (a) "Public Art" shall be defined as a work created by an artist as defined herein, as approved by the Public Art Commission created herein, for display in public space or visible from a public space.
- (b) Public Art shall include the following:
 - (1) All forms of limited edition or one-of-a-kind original creations of visual art, both decorative and utilitarian, including but not limited to paintings, drawings, photographs, collages, ceramics, artistic glass, stained glass, and fiber art
 - (2) Functional features or enhancements, such as benches and fountains, that are unique to the location
 - (3) Murals, frescos or mosaics covering walls
 - (4) Sculptures, including statues, reliefs and mobiles, which can be free-standing, wall-supported and/or suspended and made of durable materials suitable to the site and the climate; and
 - (5) Technological media that may develop through artistic pursuit or adaptation of digital, audio, video or graphic media; use of lighting, the internet, and the like;
 - (6) Other suitable artworks as presented to, and approved by, the sole decision of the Public Art Commission.
- (c) Public Art shall not include:
 - (1) Elements incorporated for the primary purpose of advertising a business, product or service, including but not limited to logos, trademarked symbols, colors, images of commercial products, texts or numbers;
 - (2) Directional elements such as super-graphics, signage or color coding except where these elements are integral parts of the original works of art;
 - (3) Mass-produced objects, such as fountains, statutory objects or playground equipment;
 - (4) Reproduction by mechanical or other means of original works of art;
 - (5) Decorative ornamental or functional elements created by the project architect or landscape architect instead of an artist commissioned for this purpose;
 - (6) Electrical, water or mechanical service for activation of the works of art;
 - (7) Art exhibitions and educational activities;
 - (8) Security and publicity concerning the works of art; and
 - (9) Art used as signage.
- (d) "Artist" shall be defined as an individual, or a group of people, who meets one or more of the following criteria:
 - (1) realizes income through the sale, performance, publication or commission of original works of art
 - (2) has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications
 - (3) has formal training or education in a field of art; and
 - (4) has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 03 ___/___01___/___2022___ under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City’s approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

_____ Mural painting of two women taking a break from skating, spraypaint, acrylic, and chalk paint

TITLE, DATE: ___You’ve Got This, 2022_____

DIMENSIONS: _4’x8’ plywood mural

ADDRESS/LOCATION: Brook Run Skate Park, 4770 N Peachtree Rd., Dunwoody, GA 30338

(“the Work”) for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights

Act of 1990, 17 U.S.C. §§106A and 113(d) (“VARA”) and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (“Moral Rights Laws”), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement,

mutilation, alternation, distortion, destruction, or other modification (collectively, “Modification”) of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City’s sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City’s authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City’s authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City’s efforts to prosecute such claims.

If the City modifies the Artwork without the Artist’s consent in a manner that is prejudicial to Artist’s reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.

CITY AGENCY

Agency: Dunwoody Parks & Rec _____


Authorized Agent: _Eric_____

Linton _____

Address: _4800 Ashford Dunwoody Rd., Dunwoody, GA 30338_____

Email: _rachel.waldron@dunwoodyga.gov_____

Phone: _678-382-6853_____

SIGNATURE:  _____

DATE: 1 / 22 / 22

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: _Amy Patterson_____

Address: _5238 Wynterhall Way, Dunwoody, GA 30338_____

Email: ___amy.miku@gmail.com__

Phone: ___770-371-0471_____

SIGNATURE: Amy Patterson _____

DATE: 01 / 06 / 2022

REQUEST FOR QUALIFICATION (RFQ) 21-09

Amy Patterson

770-371-0471

amy.miku@gmail.com

<https://www.amypatterson-art.com/>

12/03/21

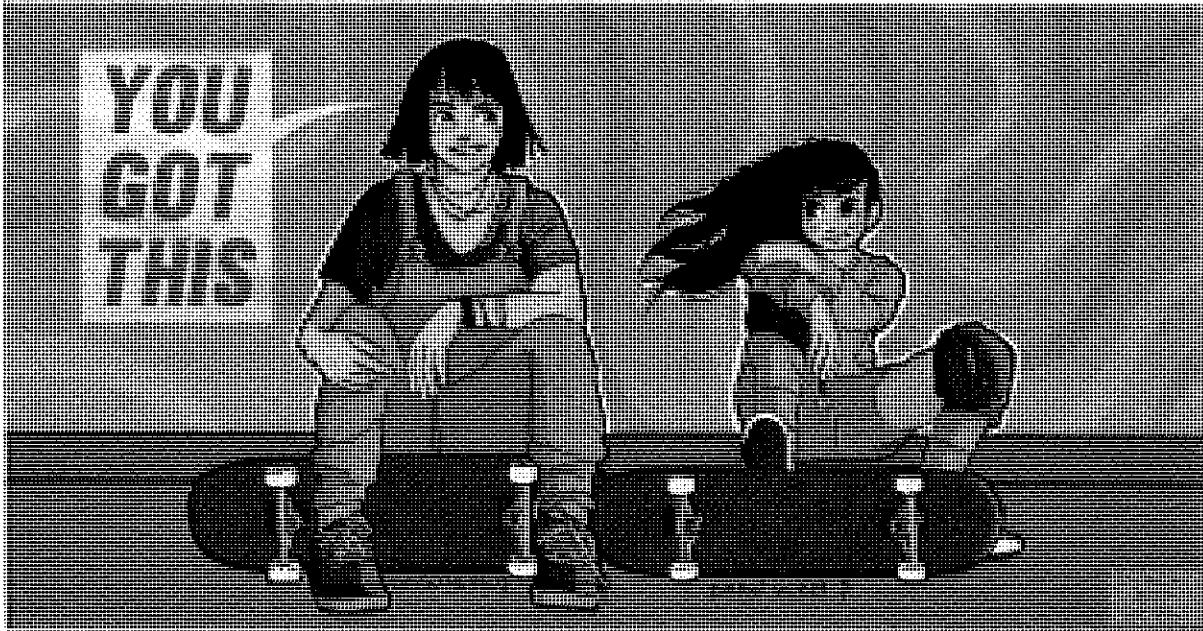
Letter of Interest

I'm applying to the City of Dunwoody for the Women's History Month Murals. This project deeply resonates with me because Dunwoody is, and will always be, my home at heart. Many of my core childhood memories were at the Dunwoody Nature Center and Brook Run. Identifying as a tomboy and token weirdo at the time, I felt grounded when I was around the skating community. I would love to coalesce my personal experiences at the site location with the overarching theme of empowering women to create a heartfelt and unique piece of art.

For my mural, I feel called to dive deeper into the topic of mentorship between women, especially when their passions align with activities that are predominantly male-dominated, such as skating. I was especially thrilled to see the girls-only skateboarding contest that took place at Brook Run this past April, and want to keep that momentum to allow women (both young and old) to feel welcome and confident. Because many of the viewers will be driving when they see the mural, I want to create a piece that's both visually interesting from afar and up close, as well as incorporate an interactive element for the younger audience to interface with.

I successfully created a mural for last year's Women's History Month project, and have been a working artist for over 10 years. I've also worked as an art tutor for four years now, and consistently work with people on their own confidence to step out of their comfort zone and take action, regardless if there are people who have more painting or drawing experience. This is one of the reasons why I would love to make the mural interactive. Thank you so much for taking the time to review this application, and I hope my fervor for this project has made a positive impact on you so I can expand and make a positive impact on the community as well!

Rough Digital Draft



For this piece, I want to shift gears and illustrate with a playful, comic style. The skateboards facing the front will be painted using chalkboard paint, and the chalk box will be attached to the bottom right of the mural. Several colors of chalk will be included with delivery of mural! The rest will be painted using spray paints and acrylics.

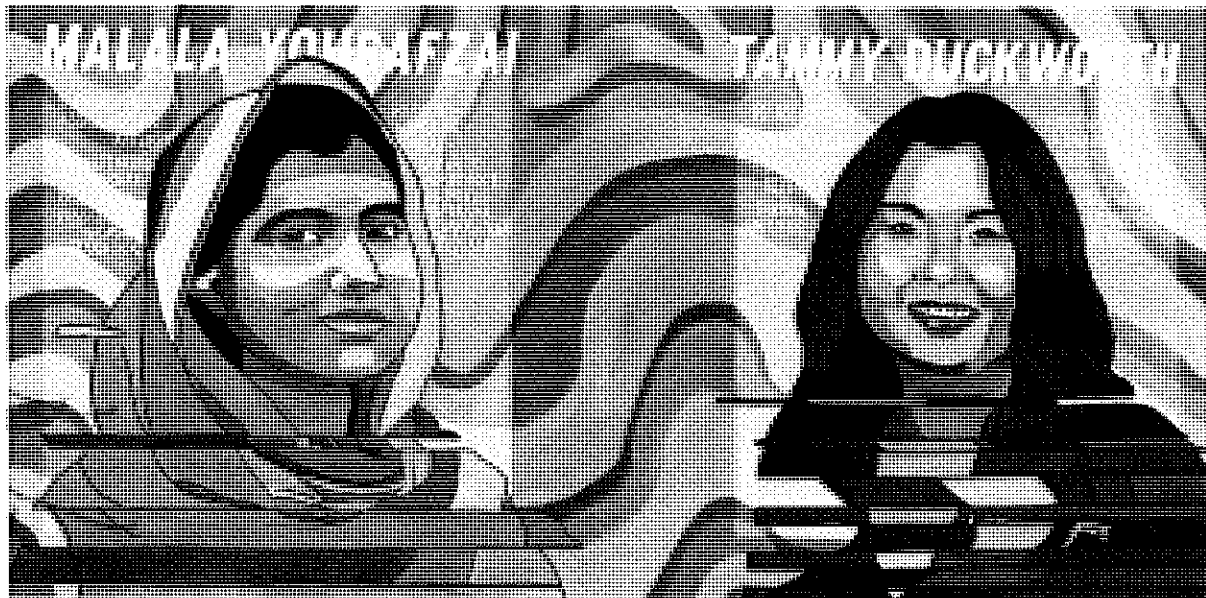
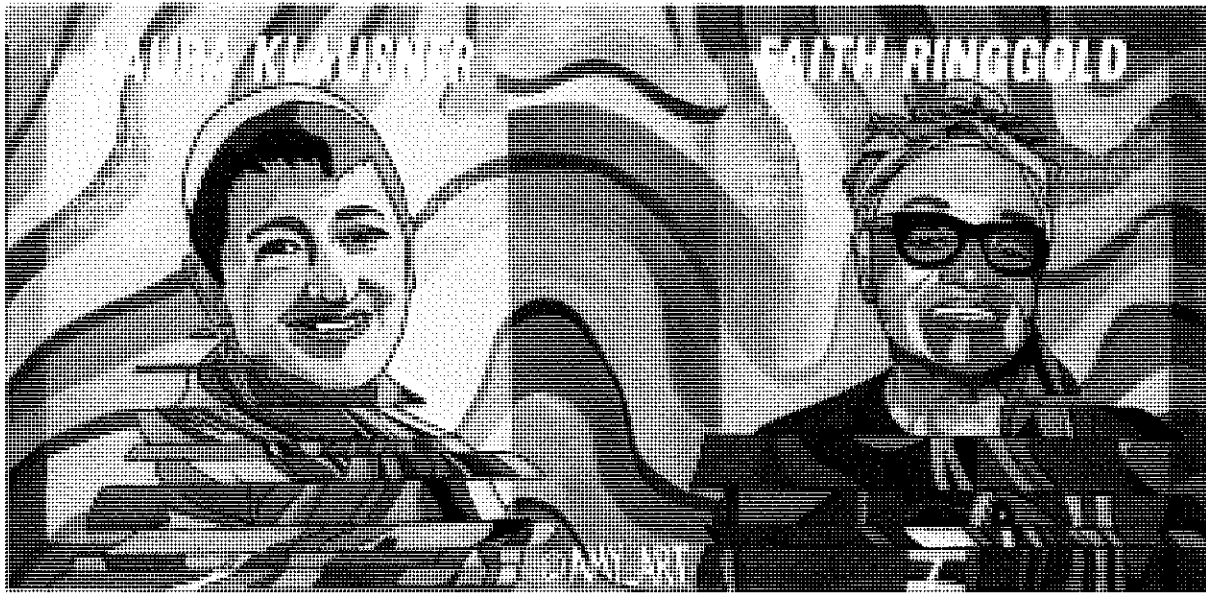
Stylistically, the font is meant to be clear and readable from a distance, for any onlookers just driving by. Think, “Everything Will Be Okay” but revamped! The palette is specifically taken from “vapor wave” art, which is an aesthetic originally characterized by glitch art and 80’s/90’s subculture. Visually, it reads as an intimate and nostalgic moment taking place at dusk, and is meant to encapsulate the feeling of skating all day until the sun sets.

The two characters are meant to have an ambiguous relationship. Could it be a mother and daughter? Perhaps a cousin, or an older mentor? These moments are oftentimes how deeper friendships are kindled at the skatepark. My hope is that some friendships may even form while people are drawing on the skateboards! As a young artist, public collaboration, even in its most playful form, was one of my favorite things to do. Would perhaps put “DRAW HERE!” on the skateboard in chalk before placing mural, or have another indication to the side of the piece.

Cost proposal is \$800- including materials and labor!

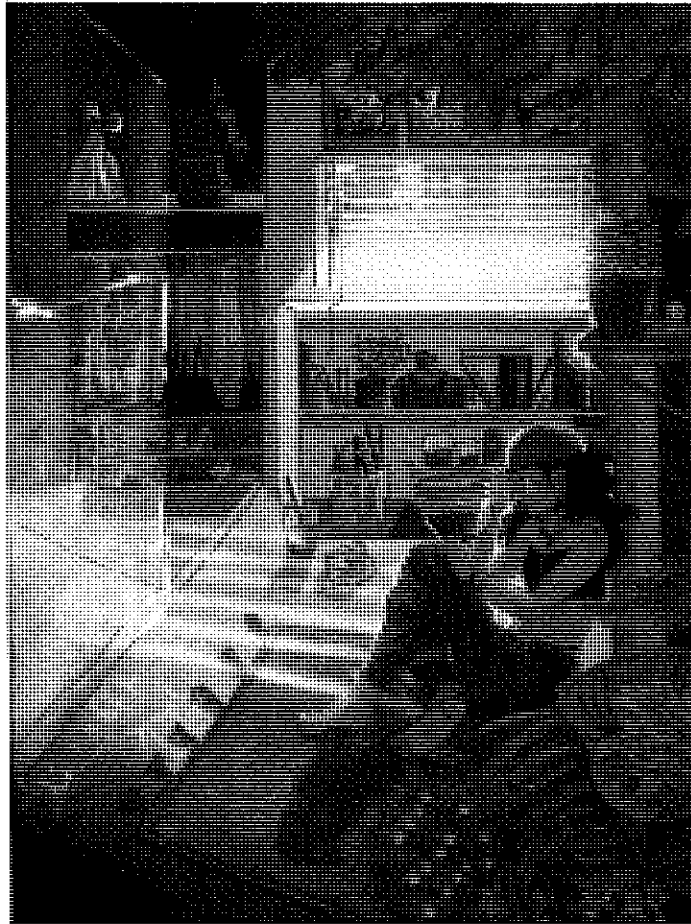
Previous Work

Women's History Month Mural for Brook Run 2020



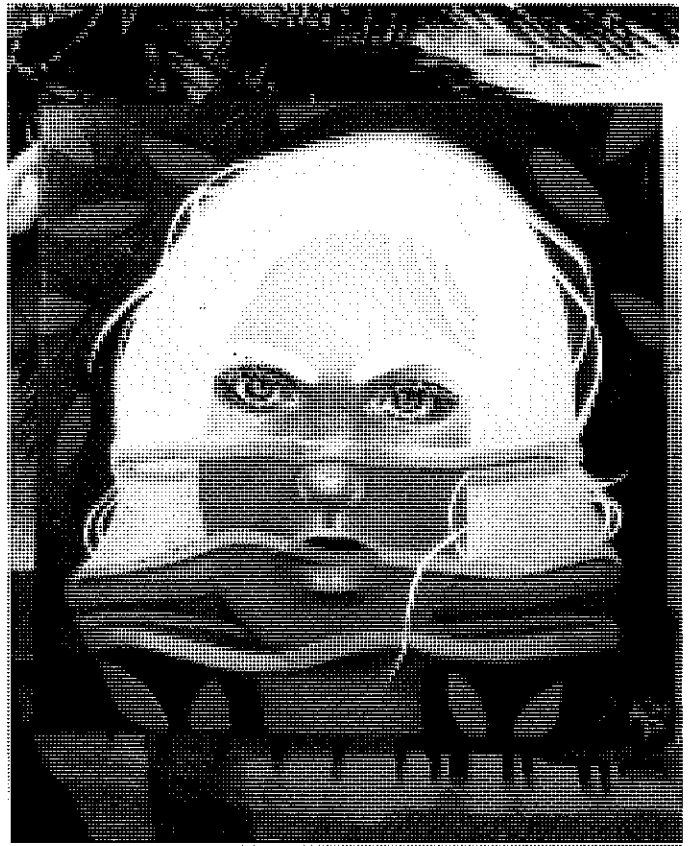
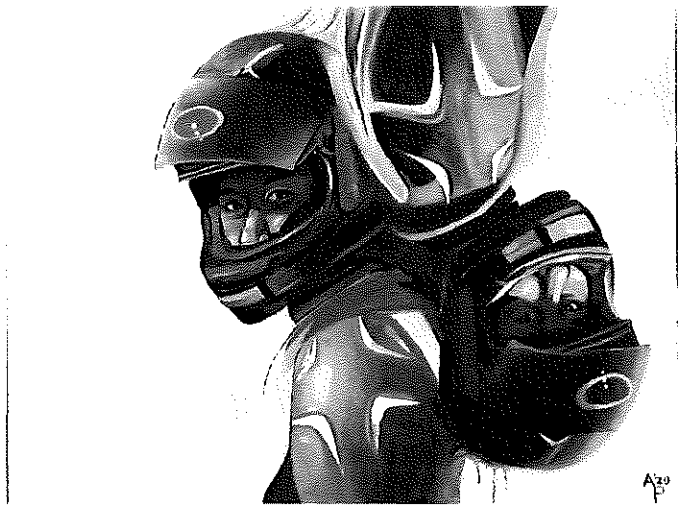


Sapphire Garden, 2020, oil on wood, 24" x 24"



Final product look
and style would be a
combination of the
painterly texture and
comic-like aesthetic

Flow State, 2019, digital



City of Dunwoody Parks & Rec Art Commission Contract

This agreement is made this 6th day of January, 2022 by and between:

Artist's Name: Elaine Sadowski, Elaine Stephenson Art & Design, LLC

Address: 1972 Stanton St. Decatur, GA 30032

Phone: 404-556-6962

E-mail: elaine@elainestephenson.com

and

Patron's Name: City of Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
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6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.



INDEMNIFICATION AND HOLD HARMLESS:

Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist A. Claine Sadowski **Patron** 

Dunwoody Art Installation Application

The City of Dunwoody approved the Public Art Implementation Plan in November of 2020. The following are excerpts.

“Public art is an increasingly important part of the life of many communities across the country, and that is true of Dunwoody.”

Dunwoody has found that arts, culture and placemaking are important for many reasons:

First, these activities can strengthen the city as a place to live, work and visit by creating enjoyable places and memorable moments that strengthen people’s personal attachment to the city. Second, they can express the creativity and vitality of residents and community organizations, conveying the sense that something special and surprising is happening, which in turn can create a fresh new identity for Dunwoody. Finally, they can strengthen connections among the variety of neighborhoods and groups of people that call Dunwoody home, building on the strong social fabric and resiliency that have served the City well in the past.

Vision - Public art will take the emerging City of Dunwoody to the next level, connecting the community and visitors through a colorful, fun and explorable collection of art and gatherings.

Goals

- Improve the city’s visual appearance, especially places where people gather, landmarks and infrastructure.
- Enhance connectivity — physical, social and cultural.
- Create a place that is active, fun, vibrant, livable, engaging and explorable — a place where families want to live, where employees plan to stay after work, and where everyone wants to visit because they know they can find something interesting.
- Change perceptions of the city; reflect its growing creative energy.
- Create a sense of pride and welcoming.

Themes - Dunwoody is seeking public art that reflects the spirit of the city and its residents. These are ideas that can inspire and motivate artists working in the city:

- Dunwoody offers big city amenities with small town flair.
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- Dunwoody is diverse.
- Dunwoody celebrates and connects with special events and festivals.
- Dunwoody is place where family and neighborhood are at the center.
- Dunwoody is a city in transition, everchanging.

Locations – Priority areas for public art. Dunwoody is diverse in its different districts and neighborhoods. Public art approaches should be tailored to the needs and character of each of these areas. The Public Art Implementation Plan indicates areas of the city that are appropriate for public art:

- | | | |
|--------------------|------------------|--------------------|
| • Perimeter Center | • Mt. Vernon | • Dunwoody Village |
| • Georgetown | • Winters Chapel | • City Parks |
| • Jett Ferry | | |

Please see the full Public Art Implementation Plan at: <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1167>

The City of Dunwoody embraces Public Art and encourages its citizens to implement art to be enjoyed and appreciated by the community. Any Dunwoody property owner, leaseholder of a property in Dunwoody, non-profit organization located in Dunwoody, or artist living or employed in Dunwoody may submit an application for a Public Art installation in the City of Dunwoody.

Public Art Implementation Application

Artist Information		
Artist Name: Elaine Sadowski, Elaine Stephenson Art & Design, LLC		
Address/Location: 1972 Stanton St.		
Telephone Number: 404-556-6962		
City: Decatur	State: GA	Zip: 30032
Email: elaine@elainestephenson.com Website: www.elainestephenson.com		
Applicant Contact Information		
Applicant's Name: City of Dunwoody Parks & Rec		
Developer/Owner/Agent's Name (if different):		
Telephone Number: 678-382-6853		
Address: 4800 Ashford Dunwoody Rd.		
City: Dunwoody	State: GA	Zip: 30338
Email: Rachel.waldron@dunwoodyga.gov		

The following items must be submitted with this application.

- ⊞ Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- ⊞ Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
- ⊞ Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.
- ⊞ Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.
- ⊞ Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.

Signed *A. Elaine Sadowski* Date: 01/06/22

Addendum 1 – Public Art Ordinance

See <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1287> for the full ordinance.

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY OF DUNWOODY CREATING PROCEDURES FOR ESTABLISHMENT OF PUBLIC ART INSTALLATIONS AND IMPLEMENTATION OF PUBLIC ART PROGRAM

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 - (2) Functional features or enhancements, such as benches and fountains, that are unique to the location
 - (3) Murals, frescos or mosaics covering walls
 - (4) Sculptures, including statues, reliefs and mobiles, which can be free-standing, wall-supported and/or suspended and made of durable materials suitable to the site and the climate; and
 - (5) Technological media that may develop through artistic pursuit or adaptation of digital, audio, video or graphic media; use of lighting, the internet, and the like;
 - (6) Other suitable artworks as presented to, and approved by, the sole decision of the Public Art Commission.
- (c) Public Art shall not include:
 - (1) Elements incorporated for the primary purpose of advertising a business, product or service, including but not limited to logos, trademarked symbols, colors, images of commercial products, texts or numbers;
 - (2) Directional elements such as super-graphics, signage or color coding except where these elements are integral parts of the original works of art;
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 - (4) Reproduction by mechanical or other means of original works of art;
 - (5) Decorative ornamental or functional elements created by the project architect or landscape architect instead of an artist commissioned for this purpose;
 - (6) Electrical, water or mechanical service for activation of the works of art;
 - (7) Art exhibitions and educational activities;
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 - (1) realizes income through the sale, performance, publication or commission of original works of art (2) has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications
 - (3) has formal training or education in a field of art; and
 - (4) has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 01/06/2022 under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City's approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

A plywood mural painted with exterior paint. The design depicts the female symbol, inspirational phrases, and flowers to be used as a selfie background for women and girls to take photos in front of, including them in the future of women's history.

TITLE, DATE: "My Story is History" 2022

DIMENSIONS: 8'x4' plywood mural

ADDRESS/LOCATION: Brook Run Skate Park, 4770 N Peachtree Rd., Dunwoody, GA 30338

("the Work") for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights

Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA") and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement,

mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.

CITY AGENCY


Agency: Dunwoody Parks & Rec _____

Authorized Agent: Eric Linton

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338 _____

Email: rachel.waldron@dunwoodyga.gov _____

Phone: 678-382-6853 _____

SIGNATURE:  _____

DATE: 1/22/22

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: Elaine Sadowski, Elaine Stephenson Art & Design, LLC

Address: 1972 Stanton St. Decatur, GA 30032

Email: elaine@elainestephenson.com

Phone: 404-556-6962

SIGNATURE: *A. Elaine Sadowski* _____

DATE: 01/06 /2022

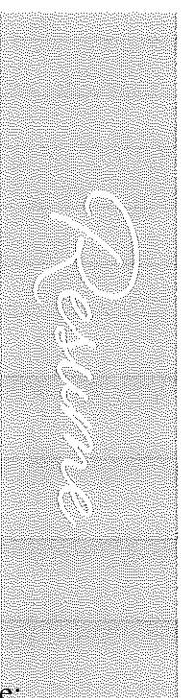


RFQ 21-09



Elaine Swanson
 ARTIST, DESIGNER & MURALIST

*i'm elaine, an
 atlanta artist
 creating bright
 and colorful art
 with positive
 messages to
 uplift spaces and
 communities*



PROJECTS, PRESS + AWARDS

- ELEVATE muralist at Arts Beacon's Color the Cove; Muralist; Oct. 2021
- Spruill Arts AMPLIFY Outdoor Art Installation; Finalist; Aug. 2021
- Bronze Obie Award for ArtPop Billboard – 2021 OAAA/Geopath OOH Media Conference; May 2021
- Marietta MZR Fence Gallery; Selected Artist – Marietta Arts Council; May 2021
- “Vinyl II: Fresh Licks; Exhibiting Artist – Arches Brewings; Apr. 2021
- Shoutout Atlanta Interview; Apr. 2021
- Hapeville Free Art Box – City of Hapeville; Mar. 2021
- “We See You”; Exhibiting Artist – Cat Eye Creative; Mar. 2021
- Typism Book 7 Shortlist – Typism; Feb. 2021
- MILK Bike Rack Mural; Selected Artist – City of Atlanta OCA; Feb. 2021
- Women’s History Month Mural; Selected Artist – City of Dunwoody; Feb. 2021
- East Atlanta Power Box; Artist – East Atlanta Community Assoc.; Jan. 2020
- West End Bridge Mural; Artist – WEND, Atlanta Dept. of City Planning, & City of Atlanta OCA; Nov. 2020
- Spruill Arts AMPLIFY Outdoor Art Installation; Finalist; Aug. 2020
- Upper Westside Signal Box Makeover; Artist – Upper Westside CID & City of Atlanta OCA; Jun. 2020
- ArtPop Street Gallery Billboards #ArtPopATL; Selected Artist – ArtPop Street Gallery & Cultural Arts Council Douglasville; Jun. 2020
- Arts Atlanta: ArtPop Street Gallery; Aug. 7, 2020
- Festivity+Trees; Muralist – Colony Square, Midtown; Nov. 2018
- Stacks Squares; Muralist – Curated by Austin Blue & Sponsored by the Cabbagetown Neighborhood Improvement Association; Aug. 2018

REFERENCES

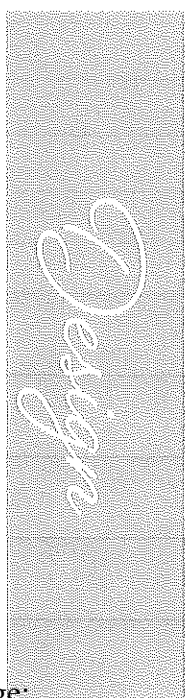
- Karen Gold, CARE (previous Design Manager); karengold@gmail.com; 404-822-7437
- Dorian McDuffie, Public Art Manager for the City of Atlanta; 404.623.6585; DMcDuffie@atantaga.gov;
- Adeline Collet, Upper Westside Improvement District; adeline@uppervestsideatl.org; 404-804-1365

WORK + EDUCATION

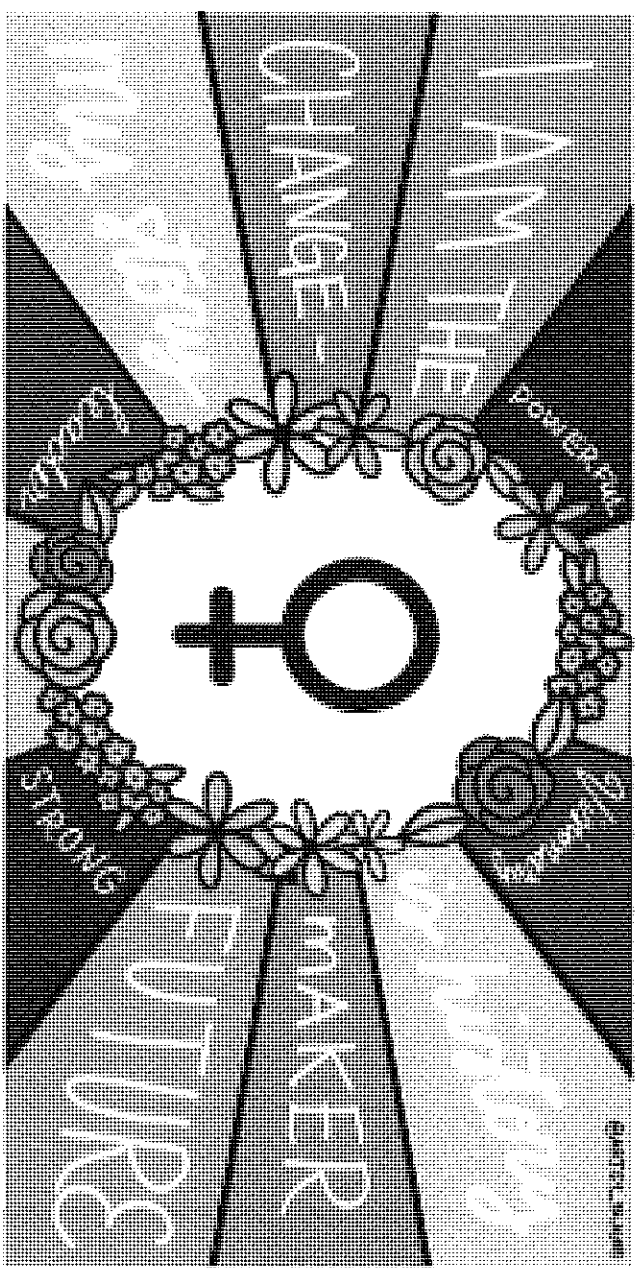
- Owner & Designer; Elaine Stephenson Art & Design, LLC | Atlanta, GA
- Aug. 2010 – present
- University of Georgia: BFA in Art, Concentration in Graphic Design
- May 2011, Magna Cum Laude

CONTACT

- Elaine Stephenson Sadowski
- Elaine Stephenson Art & Design, LLC
- email: elaine@elainestephenson.com
- cell: 404.556.6962
- website: elainestephenson.com
- instagram: [@artsv_elaine](https://www.instagram.com/artsv_elaine)
- address: 1972 Stanton St. Decatur, GA 30032



Mural Proposal:
“My Story is History” Celebrating women of today and tomorrow.



STAND IN FRONT
FOR A SELFIE

Statement and Cost

"My Story is History" gives visitors the opportunity to engage with the mural and become part of the creation. While women's history usually looks backwards at the women who have pioneered the way for the rights we are blessed to have today, I want to recognize the current and future change-makers who will bring about more equality for women. The mural aims to inspire the next generation who will become our leaders and visionaries of the future. Lettering on the mural encourages them with bold phrases and adjectives. The center emphasizes the female symbol, which looks great on its own, but can also be stood in front of by the visitor for their photo. A small sign can be placed under the mural to indicate that it is encouraged to stand in front of the oval for a photo.

TOTAL COST
artist fee: \$800
materials + misc: \$200
Total: \$1,000

- Estimated Materials:**
- Paint: 6 exterior paint quarts, \$140
 - 3 Brushes: \$30
 - Roller cover: 1; \$3
 - Misc: \$27

City of Dunwoody Parks & Rec Art Commission Contract

#.

This agreement is made this 6th day of January, 2022 by and between:

Artist's Name: Elma Orr

Address: 1495 Devonshire Way

Phone: 662-614-6695

E-mail: ElmaOrr99@gmail.com

and

Patron's Name: City of Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** The parties for the individual artwork will decide artist fee. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of one-half of the artist fee is required before work commences. Cost of materials will be indicated in the price agreement. Payment in full is due upon receipt of artwork(s).
6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.



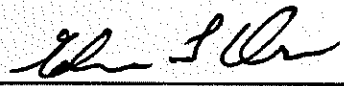
INDEMNIFICATION AND HOLD HARMLESS:


Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist 

Patron 

Dunwoody Art Installation Application

The City of Dunwoody approved the Public Art Implementation Plan in November of 2020. The following are excerpts.

“Public art is an increasingly important part of the life of many communities across the country, and that is true of Dunwoody.”

Dunwoody has found that arts, culture and placemaking are important for many reasons:

First, these activities can strengthen the city as a place to live, work and visit by creating enjoyable places and memorable moments that strengthen people’s personal attachment to the city. Second, they can express the creativity and vitality of residents and community organizations, conveying the sense that something special and surprising is happening, which in turn can create a fresh new identity for Dunwoody. Finally, they can strengthen connections among the variety of neighborhoods and groups of people that call Dunwoody home, building on the strong social fabric and resiliency that have served the City well in the past.

Vision - Public art will take the emerging City of Dunwoody to the next level, connecting the community and visitors through a colorful, fun and explorable collection of art and gatherings.

Goals

- Improve the city’s visual appearance, especially places where people gather, landmarks and infrastructure.
- Enhance connectivity — physical, social and cultural.
- Create a place that is active, fun, vibrant, livable, engaging and explorable — a place where families want to live, where employees plan to stay after work, and where everyone wants to visit because they know they can find something interesting.
- Change perceptions of the city; reflect its growing creative energy.
- Create a sense of pride and welcoming.

Themes - Dunwoody is seeking public art that reflects the spirit of the city and its residents. These are ideas that can inspire and motivate artists working in the city:

- Dunwoody offers big city amenities with small town flair.
- Dunwoody is a place where people work together to make the community better.
- Dunwoody is diverse.
- Dunwoody celebrates and connects with special events and festivals.
- Dunwoody is place where family and neighborhood are at the center.
- Dunwoody is a city in transition, everchanging.

Locations – Priority areas for public art. Dunwoody is diverse in its different districts and neighborhoods. Public art approaches should be tailored to the needs and character of each of these areas. The Public Art Implementation Plan indicates areas of the city that are appropriate for public art:

- Perimeter Center
- Georgetown
- Jett Ferry
- Mt. Vernon
- Winters Chapel
- Dunwoody Village
- City Parks

Please see the full Public Art Implementation Plan at: <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1167>

The City of Dunwoody embraces Public Art and encourages its citizens to implement art to be enjoyed and appreciated by the community. Any Dunwoody property owner, leaseholder of a property in Dunwoody, non-profit organization located in Dunwoody, or artist living or employed in Dunwoody may submit an application for a Public Art Installation in the City of Dunwoody.

Public Art Implementation Application

Artist Information		
Artist Name: Elma Orr		
Address/Location: 1495 Devonshire Way		
Telephone Number: 662-614-6695		
City: Dunwoody	State: GA	Zip: 30338
Email: ElmaOrr99@gmail.com		Website: — —
Applicant Contact Information		
Applicant's Name: City of Dunwoody Parks & Rec		
Developer/Owner/Agent's Name (if different):		
Telephone Number: 678-382-6853		
Address: 4800 Ashford Dunwoody Rd.		
City: Dunwoody	State: GA	Zip: 30338
Email: Rachel.waldron@dunwoodyga.gov		

The following items must be submitted with this application.

Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.

Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.

Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.

Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.

Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.

Signed Elma Orr

Date: Jan 10, 2022

Addendum 1 – Public Art Ordinance

See <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1287> for the full ordinance.

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY OF DUNWOODY CREATING PROCEDURES FOR ESTABLISHMENT OF PUBLIC ART INSTALLATIONS AND IMPLEMENTATION OF PUBLIC ART PROGRAM

Chapter 29. Public Art.

Sec. 29-1. Definitions.

- (a) "Public Art" shall be defined as a work created by an artist as defined herein, as approved by the Public Art Commission created herein, for display in public space or visible from a public space.
- (b) Public Art shall include the following:
 - (1) All forms of limited edition or one-of-a-kind original creations of visual art, both decorative and utilitarian, including but not limited to paintings, drawings, photographs, collages, ceramics, artistic glass, stained glass, and fiber art
 - (2) Functional features or enhancements, such as benches and fountains, that are unique to the location
 - (3) Murals, frescos or mosaics covering walls
 - (4) Sculptures, including statues, reliefs and mobiles, which can be free-standing, wall-supported and/or suspended and made of durable materials suitable to the site and the climate; and
 - (5) Technological media that may develop through artistic pursuit or adaptation of digital, audio, video or graphic media; use of lighting, the internet, and the like;
 - (6) Other suitable artworks as presented to, and approved by, the sole decision of the Public Art Commission.
- (c) Public Art shall not include:
 - (1) Elements incorporated for the primary purpose of advertising a business, product or service, including but not limited to logos, trademarked symbols, colors, images of commercial products, texts or numbers;
 - (2) Directional elements such as super-graphics, signage or color coding except where these elements are integral parts of the original works of art;
 - (3) Mass-produced objects, such as fountains, statutory objects or playground equipment;
 - (4) Reproduction by mechanical or other means of original works of art;
 - (5) Decorative ornamental or functional elements created by the project architect or landscape architect instead of an artist commissioned for this purpose;
 - (6) Electrical, water or mechanical service for activation of the works of art;
 - (7) Art exhibitions and educational activities;
 - (8) Security and publicity concerning the works of art; and
 - (9) Art used as signage.
- (d) "Artist" shall be defined as an individual, or a group of people, who meets one or more of the following criteria:
 - (1) realizes income through the sale, performance, publication or commission of original works of art (2) has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications
 - (3) has formal training or education in a field of art; and
 - (4) has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 03__/_01__/_2022__ under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City's approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

NASA'S Astronauts (Women's Month Celebr
MURAL - painting, Acrylics

TITLE, DATE: NASA'S Astronauts

DIMENSIONS: 4'x8' plywood mural

ADDRESS/LOCATION: Brook Run Skate Park, 4770 N Peachtree Rd., Dunwoody, GA 30338

("the Work") for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA") and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

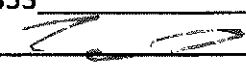
The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

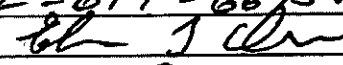
Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.

CITY AGENCY

Agency: Dunwoody Parks & Rec _____
Authorized Agent: Eric Linton _____
Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338 _____
Email: rachel.waldron@dunwoodyga.gov _____
Phone: 678-382-6853 _____
SIGNATURE:  _____
DATE: 1/27/22 _____

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: Elma Orr _____
Address: 1495 Devonshire Way _____
Email: Elma Orr 99@gmail.com _____
Phone: 662-614-6675 _____
SIGNATURE:  _____
DATE: Jan 10 2022 _____

RFQ 21-09**STATEMENT OF QUALIFICATIONS**

Date: November 18, 2021

From: Elma Orr

1495 Devonshire Way,

Dunwoody GA, 30338

To: Mr. John Gates

City of Dunwoody, Purchasing Manager

4800 Ashford - Dunwoody Road,

Dunwoody, GA, 30338

Dear Mr. Gates,

I writing this letter to provide you my Statement of Qualifications and to apply for the **RFQ-21-09** – Women’s History Month Mural.

I am a local artist living in Dunwoody since 2012 and I’ve worked previously with the Dunwoody Parks & Recreation on 2 murals for the Brook Run Park, featured in February and March of 2021. I also have volunteered in 2020 to paint several picnic tables for the City of Dunwoody Economic Development, representing several nonprofit organizations such as Dunwoody Nature Center, Stage Door Players, Dunwoody Library among others.

I am looking forward for the opportunity to join the Brook Run Park Projects again. They’ve really turned out a great body of works, a wonderful public art initiative for Dunwoody.

I will be so grateful if you could approve my qualifications. Please feel free to contact me on further questions.

Sincerely,

Elma I. Orr

Attachments:

RESUME

CONTACT INFORMATION

REFERENCES

PICNIC TABLE PHOTOS

MURAL PHOTOS

PROPOSAL FOR THE 2022 WOMEN'S HISTORY MONTH MURAL

ELMA I. ORR, artist

Background:

I have a Bachelor Degree in Economics and a Post Graduation in International Economics. I worked 20+ years in Purchasing and Contracts for an Aircraft Manufacturer and Ford Motor Co. in Brazil and in the USA. Seeking stress relief from my energetic professional career, I became fascinated and immersed with the world of oil paintings and became a free lance artist in 2007, after quitting Ford Motor Co. in Michigan and moving to Mississippi in early 2006.

Affiliations:

I am a current member of Dunwoody Fine Art Association (www.dunwoodyfineart.org). Prior to this, I was a member of the Yoknapatawpha Arts Council in Oxford, Mississippi, and the MAC – Mississippi Arts Commission, in Jackson, MS, where I was a grant recipient from the National Endowment for the Arts.

Community Support:

In Dunwoody, I have volunteered to help painting picnic tables for the Economic Development Project in 2020. In Grenada, Mississippi I was a Downtown Association Committee Board member and supported projects for downtown revitalization such as the Main Street Program and Economic Development, and helped in other events. I have recently created a GoFundMe project, and organized the 2021 Homecoming Dance Party event for all DHS students at the Brook Run Park, sponsored by the students parents.

Artworks & Exhibits:

My artworks are in oils or acrylics. I have participated in several art shows at the Annex Building in Dunwoody as member of the DFAA. I have joined other art shows in the past in several Mississippi Towns (Grenada, Oxford, Greenwood) as well as in San Francisco, CA. My works have sold to many collectors in Mississippi, Tennessee, Florida, Michigan, Georgia, and Saudi Arabia.

Artist's Statement:

During my process of creation, I combine the planned with the unexpected to achieve something dynamic, beautiful, and inviting. When I paint, I'm totally on auto-pilot, lost in my thoughts, having fun moving paint around, building up layers of colors. At the end, I find a way to express my feelings and energy, leaving hints to the viewer to perceive and relate himself to it.

Contact info:

Elma Orr

1495 Devonshire Way, Dunwoody, GA 30338

662-614-6695 cell

ElmaOrr99@gmail.com (preferred way for contacting)

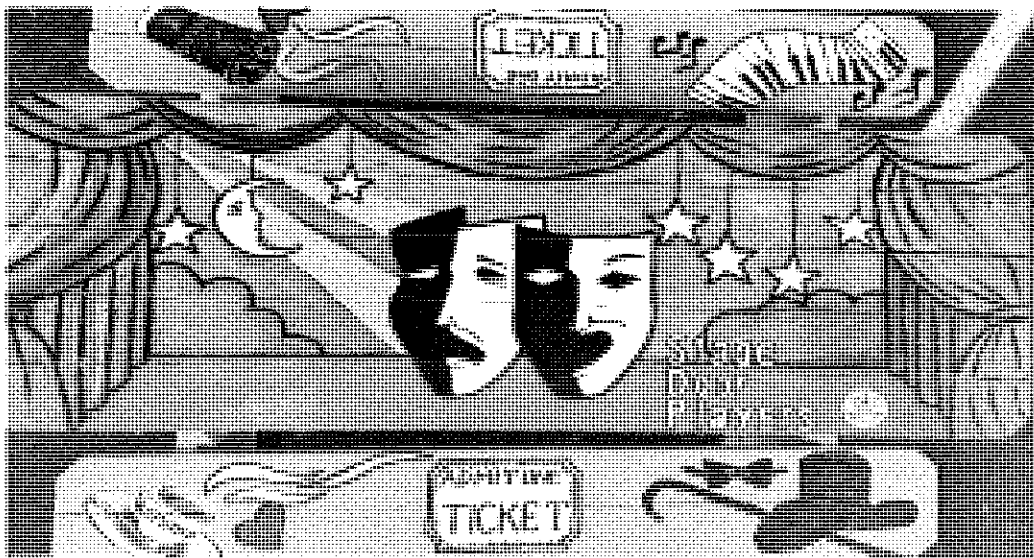
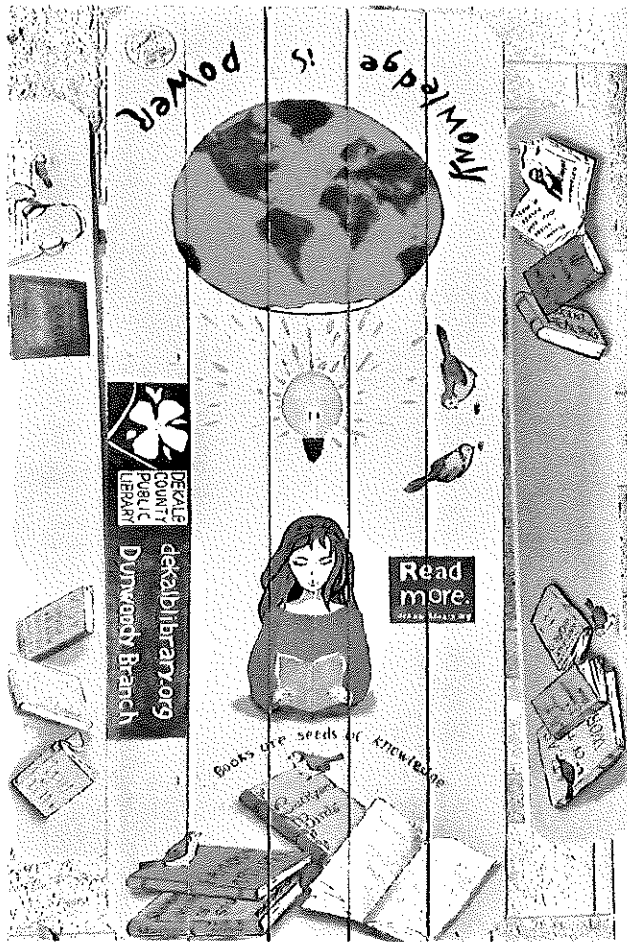
Website: www.elmaorr.com

Personal References:

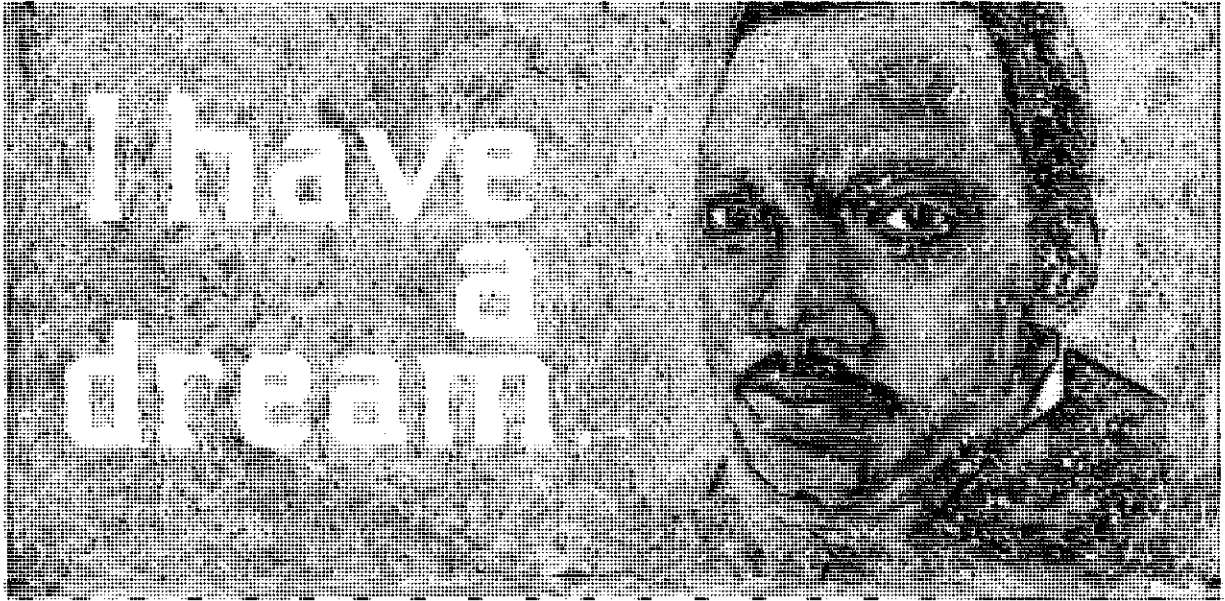
Susan Proctor – Dunwoody Fine Art President

susanproctorart@gmail.com

Picnic Tables



2021 Brook Run Murals



Proposal for the 2022 Women's Mural

Size: 4x8 ft

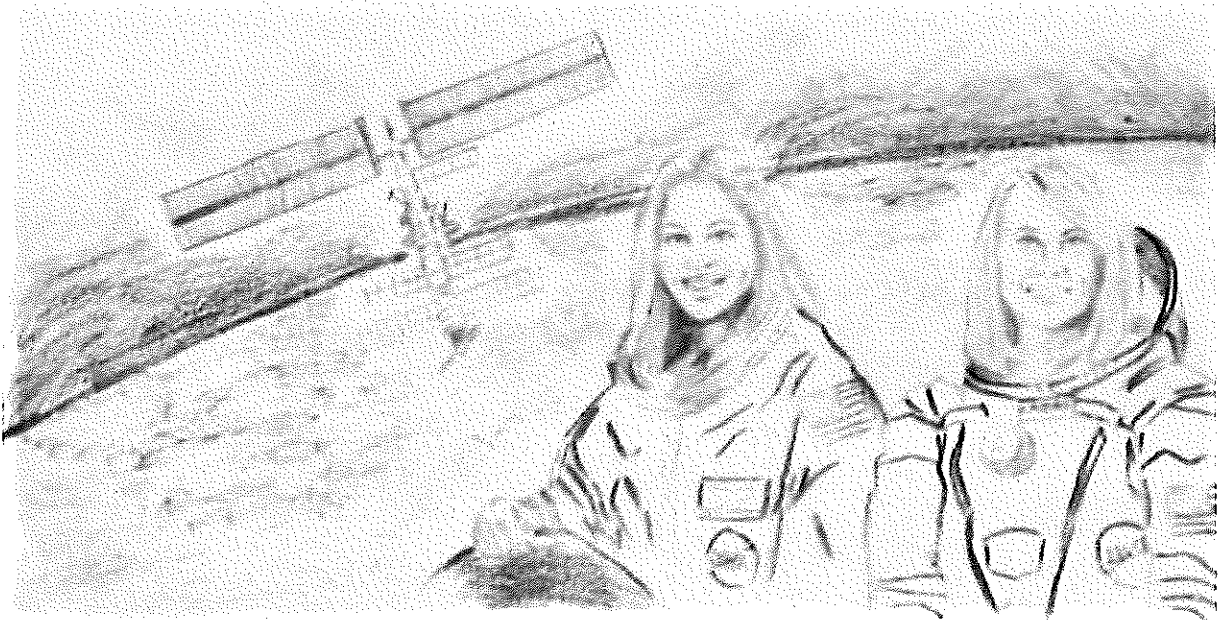
2 American Astronauts

Kathleen Rubin (ISS Expedition 48 & 49)

Joan Higginbotham (STS-116)

Artist Fee: \$ 980

This is only a sketch of the subject matter. The painting will be in acrylics and the figures will be more defined. Main colors are Blue, White, Black and Orange.



City of Dunwoody Parks & Rec Art Commission Contract

This agreement is made this 6th day of January, 2022 by and between:

Artist's Name: Hannah Rose Broom

Address: 587 Virginia Ave. NE, PH4, Atlanta, GA, 30306

Phone: 678-327-3735

E-mail: hrbroom@gmail.com

and

Patron's Name: City of Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
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6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.



INDEMNIFICATION AND HOLD HARMLESS:

Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist Hannah Rose Broom **Patron** [Signature]

Dunwoody Art Installation Application

The City of Dunwoody approved the Public Art Implementation Plan in November of 2020. The following are excerpts.

“Public art is an increasingly important part of the life of many communities across the country, and that is true of Dunwoody.”

Dunwoody has found that arts, culture and placemaking are important for many reasons:

First, these activities can strengthen the city as a place to live, work and visit by creating enjoyable places and memorable moments that strengthen people’s personal attachment to the city. Second, they can express the creativity and vitality of residents and community organizations, conveying the sense that something special and surprising is happening, which in turn can create a fresh new identity for Dunwoody. Finally, they can strengthen connections among the variety of neighborhoods and groups of people that call Dunwoody home, building on the strong social fabric and resiliency that have served the City well in the past.

Vision - Public art will take the emerging City of Dunwoody to the next level, connecting the community and visitors through a colorful, fun and explorable collection of art and gatherings.

Goals

- Improve the city’s visual appearance, especially places where people gather, landmarks and infrastructure.
- Enhance connectivity — physical, social and cultural.
- Create a place that is active, fun, vibrant, livable, engaging and explorable — a place where families want to live, where employees plan to stay after work, and where everyone wants to visit because they know they can find something interesting.
- Change perceptions of the city; reflect its growing creative energy.
- Create a sense of pride and welcoming.

Themes - Dunwoody is seeking public art that reflects the spirit of the city and its residents. These are ideas that can inspire and motivate artists working in the city:

- Dunwoody offers big city amenities with small town flair.
- Dunwoody is a place where people work together to make the community better.
- Dunwoody is diverse.
- Dunwoody celebrates and connects with special events and festivals.
- Dunwoody is place where family and neighborhood are at the center.
- Dunwoody is a city in transition, everchanging.

Locations – Priority areas for public art. Dunwoody is diverse in its different districts and neighborhoods. Public art approaches should be tailored to the needs and character of each of these areas. The Public Art Implementation Plan indicates areas of the city that are appropriate for public art:

- Perimeter Center
- Mt. Vernon
- Dunwoody Village
- Georgetown
- Winters Chapel
- City Parks
- Jett Ferry

Please see the full Public Art Implementation Plan at: <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1167>

The City of Dunwoody embraces Public Art and encourages its citizens to implement art to be enjoyed and appreciated by the community. Any Dunwoody property owner, leaseholder of a property in Dunwoody, non-profit organization located in Dunwoody, or artist living or employed in Dunwoody may submit an application for a Public Art installation in the City of Dunwoody.

Public Art Implementation Application

Artist Information		
Artist Name: Hannah Rose Broom		
Address/Location: 587 Virginia Ave. NE, PH4		
Telephone Number: 678-327-3735		
City: Atlanta	State: GA	Zip: 30306
Email: hrbroom@gmail.com		Website: hannahrosefineart.com
Applicant Contact Information		
Applicant's Name: City of Dunwoody Parks & Rec		
Developer/Owner/Agent's Name (if different):		
Telephone Number: 678-382-6853		
Address: 4800 Ashford Dunwoody Rd.		
City: Dunwoody	State: GA	Zip: 30338
Email: Rachel.waldron@dunwoodyga.gov		

The following items must be submitted with this application.

- Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
- Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.
- Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.
- Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.

Signed: Hannah-Rose Broom

Date: 1/7/2022

Addendum 1 – Public Art Ordinance

See <https://www.dunwoodyga.gov/home/showpublisheddocument?id=1287> for the full ordinance.

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY OF DUNWOODY CREATING PROCEDURES FOR ESTABLISHMENT OF PUBLIC ART INSTALLATIONS AND IMPLEMENTATION OF PUBLIC ART PROGRAM

Chapter 29. Public Art.

Sec. 29-1. Definitions.

- (a) "Public Art" shall be defined as a work created by an artist as defined herein, as approved by the Public Art Commission created herein, for display in public space or visible from a public space.
- (b) Public Art shall include the following:
 - (1) All forms of limited edition or one-of-a-kind original creations of visual art, both decorative and utilitarian, including but not limited to paintings, drawings, photographs, collages, ceramics, artistic glass, stained glass, and fiber art
 - (2) Functional features or enhancements, such as benches and fountains, that are unique to the location
 - (3) Murals, frescos or mosaics covering walls
 - (4) Sculptures, including statues, reliefs and mobiles, which can be free-standing, wall-supported and/or suspended and made of durable materials suitable to the site and the climate; and
 - (5) Technological media that may develop through artistic pursuit or adaptation of digital, audio, video or graphic media; use of lighting, the internet, and the like;
 - (6) Other suitable artworks as presented to, and approved by, the sole decision of the Public Art Commission.
- (c) Public Art shall not include:
 - (1) Elements incorporated for the primary purpose of advertising a business, product or service, including but not limited to logos, trademarked symbols, colors, images of commercial products, texts or numbers;
 - (2) Directional elements such as super-graphics, signage or color coding except where these elements are integral parts of the original works of art;
 - (3) Mass-produced objects, such as fountains, statutory objects or playground equipment;
 - (4) Reproduction by mechanical or other means of original works of art;
 - (5) Decorative ornamental or functional elements created by the project architect or landscape architect instead of an artist commissioned for this purpose;
 - (6) Electrical, water or mechanical service for activation of the works of art;
 - (7) Art exhibitions and educational activities;
 - (8) Security and publicity concerning the works of art; and
 - (9) Art used as signage.
- (d) "Artist" shall be defined as an individual, or a group of people, who meets one or more of the following criteria:
 - (1) realizes income through the sale, performance, publication or commission of original works of art (2) has previously exhibited, presented, performed or published original works of art in museums, galleries or other recognized art venues and publications
 - (3) has formal training or education in a field of art; and
 - (4) has received awards or other forms of recognition from arts juries, arts grant panels, and similar entities for his/her/their artistic abilities or accomplishments.

Addendum 2 – Artist Waiver of Proprietary Rights**Waiver of Proprietary Rights**

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 03___/___01___/___2022___ under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City's approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

4ftx8ft.mural painted on wood. The piece will an abstract piece with the phrase, "She believed she could so she did" painted on it. The materials will be primer, acrylic paint, mirror paint, possibly a layer of resin.

TITLE, DATE: "She Believed, So She Did" March 2022_____

DIMENSIONS: _4'x8' plywood mural_____

ADDRESS/LOCATION: Brook Run Skate Park, 4770 N Peachtree Rd., Dunwoody, GA 30338_____

("the Work") for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) ("VARA") and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, "Modification") of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City's authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City's authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City's efforts to prosecute such claims.

If the City modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.

CITY AGENCY

Agency: Dunwoody Parks & Rec _____

Authorized Agent: Eric Linton _____

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338 _____

Email: rachel.waldron@dunwoodyga.gov _____

Phone: 678-382-6853 _____

SIGNATURE:  _____

DATE: 1/27/22

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: Hannah Rose Broom _____

Address: 587 Virginia Ave. NE, PH4, Atlanta, GA 30306 _____

Email: hrbroom@gmail.com _____

Phone: 678-327-3735 _____

SIGNATURE: Hannah Rose Broom _____

DATE: 01/07/2022

**Hannah-Rose Broom
Mural Proposal
RFQ 21-09**

ARTIST STATEMENT:

I am drawn to abstract, mixed-media works that evoke emotion and introspection through the use of color, shapes, and textures. My aim is to invite the audience to see themselves in the works both literally and figuratively, which is why I am often use reflective materials. I am drawn to this mural project because I admire the way Dunwoody is using this artistic opportunity to develop community among its local artists, continue building vibrant spaces for folks to gather, and cultivate diverse thought and representation.

I have been exploring the theme of faith in relation to self-belief, ability, will. Our most forward thinking changemakers relied on a tremendous amount of self-determination in the face of much adversity. I have noticed that personal narrative, how we speak to ourselves, plays a huge in role in ability to persevere. My proposal for "So She Did" is an abstract representation of the many road-blocks women have faced in their pursuit for equality. It was to the chagrin of many that they were successful. It proves that faith in oneself is our most powerful tool.

The silvery splashes on my proposal represents mirror paint that will allow the viewer to directly see themselves in the piece, and the quote, "she believed she could, so she did," is meant to empower them. Learning of and from our history is vital, but it is my goal to instill hope in our future by building from the resilience of those who came before us.

REFERRALS:

- 1) Laura Shaw
laura@paintlove.org
Executive Director, Paint Love LLC
My Relationship: Employee of Paint Love. I lead art projects and teach yoga for social/emotional learning.
- 2) Morgan Wellens
morgan@frameworthygallery.com
Former Director, Frameworthy Gallery
My Relationship: represented artist of Frameworthy Gallery.
- 3) Bill Gould
billgould500@gmail.com
Owner of The B Complex
My Relationship: I have rented a studio at The B Complex since 2019.
- 4) Jeffrey Patterson
Jxp02025@gmail.com
Art Patron
My Relationship: I have sold several works to Mr. Patterson over the year, including one large-scale commissioned piece.

ARTWORK:

Materials: Primer, Red Paint, Black Paint, Mirror Paint*, Red Leaf Foil, Resin, (possibly a gold, silver, or colorful leaf). I have most materials I need to complete this piece. *(\$, 000)*

*A note about the mirror paint: Last year, I had the opportunity to design a mural for Women's History month. I wanted the piece to have a reflective quality like I intend for this proposal. I used mylar last time, which can be a very cumbersome material and didn't lend itself to being as mirror-like as I had hoped. I have found better mirror-paint since.



Artist Statement

The title of this work is called "Woman in the Mirror". A young girl sits at a mirror gazing into the mirror. She is confident, determined, and courageous. On the other side of the mirror is a woman smiling back at her. The mirror is a representation of the future of the woman becoming.



References

Ray Wetzel
Director/Cuator
Gadsden Museum of Art
256-546-7365
rwetzel@cityofgadsden.com

Dr. Ernesten Sherow
Dean of Arts and humanities
Talladega College
334-318-7341
esherow@talladega.edu

Morgan Wellens
Owner
Frameworthy Gallery
404-565-4202
morgan@frameworthygallery.com

Budget

I am requesting \$1,000 to cover payment and materials.

LeMarques Manuel McClide
www.lemarquesmcclide.com
404-246-0704
lmcclide@gmail.com

City of Dunwoody Parks & Rec Art Commission Contract

This agreement is made this 8 day of February, 2022 by and between:

Artist's Name: LeMarques McClide

Address: 2035 Ivy lane, Union City, Ga. 30291

Phone: 404-246-0704

E-mail: lmcclide@gmail.com

and

Patron's Name: Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** The parties for the individual artwork will decide artist fee. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of one- half of the artist fee is required before work commences. Cost of materials will be indicated in the price agreement. Payment in full is due upon receipt of artwork(s).
6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.

INDEMNIFICATION AND HOLD HARMLESS:

Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist  Patron 



Public Art Implementation Application

Artist Information	
Artist Name:	LeMarques McClide
Address/Location:	2035 Ivy lane, Union City, Ga. 30291
Telephone Number:	404-246-0704
City:	Union City State: GA Zip: 30291
Email:	lmcclide@gmail.com Website:
Applicant Contact Information	
Applicant's Name:	Dunwoody Parks & Rec
Developer/Owner/Agent's Name (if different):	
Telephone Number:	678-382-6853
Address:	4800 Ashford Dunwoody Rd.
City:	Dunwoody State: GA Zip: 30338
Email:	rachel.waldron@dunwoodyga.gov

The following items must be submitted with this application.

- Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
- Proposed location (site plan) of the Public Art installation and description of why said location is appropriate and consistent with the locations for Public Art indicated in the Public Art Implementation Plan. The desired length of time said Public Art installation will remain on the property.
- Explanation of how the Public Art installation meets the theme(s) outlined in the Public Art Implementation Plan approved by the Mayor and City Council.
- Artist Waiver of Proprietary Rights under the Visual Artists Rights Act.
- Property Owner Consent Affidavit indicating consent for locating said Public Art installation on the property. After the project has been fully approved an Art Easement form will be completed.
 - o Art Easement Form
 - (i) requires the property owner to erect and maintain the Public Art installation at no cost to the City for the life of the installation;
 - (ii) grants the City an easement in the location of the Public Art and grant the City all authority to, in the City's discretion, maintain said installation and claim ownership in said installation (private property only);

*Applicants are responsible for obtaining necessary permits required with any incurred or proposed changes.

Signed LeMarques McClide Date: 2/9/2022

~~Scan and e-mail the completed application with all supporting documents to: rosemary.watts@dunwoodyga.gov~~

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 03/01/22 under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City’s approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

Woman in the Mirror”. A young girl sits at a mirror gazing into the mirror. She is confident, determined, and courageous. On the other side of the mirror is a woman smiling back at her. The mirror is a representation of the future of the woman becoming.

TITLE, DATE: _____

DIMENSIONS: 4'x8' plywood mural

ADDRESS/LOCATION: Brook Run Park, 4770 N. Peachtree Rd., Dunwoody, GA 30338

(“the Work”) for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) (“VARA”) and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (“Moral Rights Laws”), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, “Modification”) of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.


The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in City’s sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City’s authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City’s authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City’s efforts to prosecute such claims.

If the City modifies the Artwork without the Artist’s consent in a manner that is prejudicial to Artist’s reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. ~~Notice of changes must be mailed to the Dunwoody Arts Commission, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30346.~~


CITY AGENCY

Agency: Dunwoody Parks & Recreation
Authorized Agent: Eric Linton
Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338
Email: rachel.waldron@dunwoodyga.gov
Phone: 678-382-6853
SIGNATURE: 

DATE: 2 / 10 / 22

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: LeMarques McClide
Address: 2035 Ivy lane, Union City, Ga. 30291
Email: lmcclide@gmail.com
Phone: 404-246-0704
SIGNATURE: 
DATE: 2 / 9 / 22



HANDS OF MOSES

WOMEN'S HISTORY MONTH MURAL PROPOSAL

Prepared For :
City of Dunwoody

Written by:
Moses Miyagi

ARTIST STATEMENT



My name is Moses Miyagi and I am a painter, skateboarder and musician born and raised in Georgia.

I have been a part of the art community for the past 4 years.

Currently, the main focus of my art has been African dieties, mythology and alternate worlds. I take inspiration from skate culture, Nigerian abstract art, religious paintings and weave elements of all into my works.

Below is my contact info if you would like to get in touch or view more of my work:

thehandsofmoses@gmail.com
rebrand.ly/moses
(404) 749-6172
@hands.of.moses

MURAL PROPOSAL



For my mural I want to explore the concept of duality as it pertains to femininity and womanhood. Women face many challenges and hardships on a daily basis, from society's pressure to look a certain way to the imbalance of responsibility in the home and unrealistic expectations placed on them.

Although women face such a harsh reality everyone has the choice to grow from their trauma or let it hinder them. My piece will be a depiction of a women who has chosen to rise above her circumstances juxtaposed against a women who has yet not.

The image above is the main inspiration for my piece. Essentially it will be my own personal take on light vs. dark in relation to femininity. Duality is defined as "a balanced interaction of opposite and competing powers. However these forces are not just opposites; they are complementary" The two women in my painting will each represent one of these forces.

**THANK
YOU**

City of Dunwoody Parks & Rec Art Commission Contract

#.

This agreement is made this 14 day of February, 2022 by and between:

Artist's Name: Moses Miyagi

Address: 9058 Bob Jackson Drive, Jonesboro, GA 30238

Phone: 404-749-6172

E-mail: thehandsofmoses@gmail.com

and

Patron's Name: City of Dunwoody Parks & Rec

Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338

Phone: 678-382-6853

E-mail: rachel.waldron@dunwoodyga.gov

The parties agree as follows:

1. **The Project:** Patron is commissioning a work of art created by the Artist. Subject matter will be described herein.
2. **Right of Refusal:** It is the intent of this contract that the Artist creates artwork for the Patron that the Patron will purchase the work.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by Patron that are created by the Artist, including all reproduction rights and the right to claim statutory copyright. The Patron may reproduce no work without the prior written approval of Artist.
4. **Payment Amounts:** The parties for the individual artwork will decide artist fee. Fee will be based upon size and complexity of completed work and will be consistent with other comparable works by Artist at the time of sale. Parties will agree to price in writing prior to the commencement of the artwork. The Artist and Patron will mutually determine size.
5. **Payment Terms:** A nonrefundable deposit of one- half of the artist fee is required before work commences. Cost of materials will be indicated in the price agreement. Payment in full is due upon receipt of artwork(s).
6. **Contract Terms:** Additional terms as described on the attached initial Request for Qualifications.



INDEMNIFICATION AND HOLD HARMLESS:

#.

Artist agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Artist. Artist's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Artist further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Artist.

SIGNATURE REQUIRED before artwork commences.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year written above.

Artist *[Handwritten Signature]* Patron _____



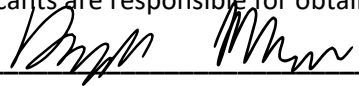
Public Art Implementation Application

Artist Information	
Artist Name:	Moses Miyagi
Address/Location:	229 Pennington Ave SW
Telephone Number:	404-749-6172
City:	Rome State: GA Zip: 30161
Email:	thehandsofmoses@gmail.com Website:
Applicant Contact Information	
Applicant's Name:	City of Dunwoody Parks & Rec
Developer/Owner/Agent's Name (if different):	
Telephone Number:	678-382-6853
Address:	4800 Ashford Dunwoody Rd.
City:	Dunwoody State: GA Zip: 30338
Email:	rachel.waldron@dunwoodyga.gov

The following items must be submitted with this application.

- Resume of the proposed artist, including photographic or video representations of artist's existing work, preferably works of public art. Links to websites or social media can also be submitted to demonstrate works of art.
- Artist rendering of the proposed Public Art installation, including specific design elements, medium, materials, and description of any work that will require local, state or federal permits.
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 - o Art Easement Form
 - (i) requires the property owner to erect and maintain the Public Art installation at no cost to the City for the life of the installation;
 - (ii) grants the City an easement in the location of the Public Art and grant the City all authority to, in the City's discretion, maintain said installation and claim ownership in said installation (private property only);

*Applicants are responsible for obtaining necessary permits required with any incurred or proposed changes.

Signed  Date: 2/17/2022

~~Scan and e-mail the completed application with all supporting documents to: rosemary.watts@dunwoodyga.gov~~

Addendum 2 – Artist Waiver of Proprietary Rights

Waiver of Proprietary Rights

for Artwork Placed Upon CITY PROPERTY VIA ART EASEMENT DATED 02/14/22 under VARA and CAPA

Artist has designed a work of visual art. In consideration of the City’s approval of the Artist design of visual art.

DESCRIPTION: [type, mural, medium]:

TITLE, DATE: _____

DIMENSIONS: 4'x8' mural on plywood

ADDRESS/LOCATION: Brook Run Skate Park, 4770 N. Peachtree Rd.

(“the Work”) for the City artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) (“VARA”) and any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (“Moral Rights Laws”), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alternation, distortion, destruction, or other modification (collectively, “Modification”) of the Work, artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

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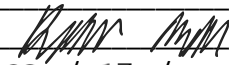
CITY AGENCY

Agency: City of Dunwoody Parks & Rec
Authorized Agent: Rachel Waldron
Address: 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338
Email: rachel.waldron@dunwoodyga.gov
Phone: 678-382-6853
SIGNATURE: _____

DATE: / /

ARTIST

ARTIST understands the effect of this waiver and hereby acknowledges that ARTIST is surrendering the rights described herein with respect to the Work.

Artist: Moses Miyagi
Address: 229 Pennington Ave SW, Rome, GA 30161
Email: thehandsofmoses@gmail.com
Phone: 404-749-6172
SIGNATURE: 
DATE: 02 / 2022 /