

Project Information:	
Project Name:	Love Where You Live
Proposed Project Uses:	Fiberglass Sculpture, with acrylic paint includes a primer/varnish
Square Footage of Proposed Development:	32 wide x 48 height
Property Address/Location:	Mill Village Park - 8320 Grady St.
Artist/Artwork Information:	
Artist Name:	Sharanda Wilburn
Telephone No:	678-485-4829
Address:	1027 S Candler St.
Fax no:	n/a
City:	Decatur
State:	GA
Zip Code:	30030
E-mail Address:	FamSawart@gmail.com
Artwork Title:	"Summer Bubbles"
Artwork Budget Amount:	\$1000
Estimated Completion Date:	
Project Applicant Representative:	
Applicant/Representative Name:	Emily Lightner
Company Name:	Cultural Arts Council
	Douglasville / Douglas County
Address:	8652 Campbellton St.
E-mail Address:	info@artsdouglas.org
City:	Douglasville
State:	GA
Zip Code:	30134
Telephone No:	770-944-2787
I certify under penalty of perjury that all the application information is true and correct to the best of my knowledge:	
Applicant's Signature and date:	Emily Lightner 06/14/23
Date Received:	Received By:

# Mill Village Park

8320 Grady Street. Douglasville, Ga 30134



Mill Village Park is such a great asset to the community. It is great to see families get outdoors and enjoy walking the track, blowing bubbles on the playground, to having a picnic. These are all such a huge part of children's development. From visual tracking, and social & listening skills, to oral & gross motor skills. In addition, it can help with anxiety and relieve stress. Healthy development in children provides the stepping stones for children to strive in life. The purpose of development is a rise in the level and quality of life of the population for the next generation throughout our community.

Mill  
Village  
Park

## SIDE 2



**Sharanda Wilburn**

**SIDE 1**



**Sharanda Wilburn**

As a child I watched a family member sketch. So I decided to pick up a pencil & have not put it down since. As I got older, this love never faded & eventually I went to college to study art.

Now I am proud to say that I am an Alumni of The Art Institute of Atlanta.

I use many different mediums, such as pencils, pens, acrylics, charcoal, construction paper, pastels & crayons. I believe that working in mix media gives my art a different look. Each idea manifests in its own individual style.



### Proposed Project Timeline 2023

March 20 <sup>th</sup> :	Open Call for Artists to submit entries
April 28 <sup>th</sup> :	Deadline for Call for Artists
May 1 <sup>st</sup> :	CAC P.A.C. review to make recommendations to locations
May 2 <sup>nd</sup> :	Information sent to locations
May 9 <sup>th</sup> :	Locations send back choice and any request revisions
May 12 <sup>th</sup> :	Artist Notification of acceptance
June 9 <sup>th</sup> :	Artist Revisions Deadline (if requested any)
June 28 <sup>th</sup> :	City of Douglasville Public Art Commission Request
July 3 <sup>rd</sup> :	City Council Full Final Request
July 13 <sup>th</sup> :	City Council Full Final Approval
July 14 - 16:	Artists pick up hearts and start work.
Sept. 5:	Deadline for finished hearts
Sept 6 – 12:	Installation



# MINUTES

## City Council Legislative Work Session

6695 Church Street  
Douglasville, GA 30134  
<http://www.douglasvillega.gov>

Thursday, March 2, 2023  
6:00 PM

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Conference Center Auditorium, 6700 Church Street

Public Listening via YouTube Live Stream @ [www.MyCITITV.com](http://www.MyCITITV.com)

Public Comment Card ([www.Douglasvillega.gov/comments](http://www.Douglasvillega.gov/comments)) was required 1-hour prior to the scheduled meeting.

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**Members Present:** Mayor Rochelle Robinson  
Mayor Pro Tem Terry S. Miller  
Councilman Mark Adams  
Councilwoman Dr. LaShun Burr Danley  
Councilman Howard M. Estes  
Councilwoman Nycole N. Miller  
Councilman Chris "Coach" Watts

**Members Absent:** Councilman Sam Davis

**Staff Present:** Miranda Jordan, Staff Attorney  
Marcia Hampton, City Manager  
Chelsea Jackson, Assistant City Manager  
Vicki Acker, City Clerk  
Kristen Tate, Operations Coordinator  
Jason Post, Community Relations Director  
Emily Hardaway, Community Outreach Coordinator  
Samuel Jenkins, IT Director  
Chase Morgan, IT Support Specialist  
Tyler Stapler, Helpdesk Technician  
Gary Sparks, Chief of Police  
Chelsea Tubbs, Planner I, Community Development  
Marissa Jackson, Planning and Zoning Administrator  
Jerry Silver, Code Compliance Manager  
Chris Bass, Parks and Recreation Director  
Karin Callan, Finance Director  
Shane Byrd, Assistant Finance Director  
Heather Campbell, Accounting Manager  
Marcus Thompson, City Engineer  
Greg Roberts, Public Services Director  
Melissa Dickinson, Assistant Director, Public Services  
Tashae Sterling, Main Street Coordinator

1. **Call to Order**  
Mayor Rochelle Robinson



**2. Invocation**

Pastor Roger Vest, Senior Pastor of Douglasville First United Methodist Church

**3. Pledge of Allegiance**

Mayor Pro Tem Terry Miller

**4. Approval of Agenda**

- A. Adoption of the Regular Meeting Agenda for March 6, 2023.  
Item #23-089

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	<b>Councilman Estes</b>
<b>SECONDER:</b>	<b>Councilman Davis</b>
<b>AYES:</b>	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
<b>ABSENT:</b>	Councilman Watts and Councilwoman Danley

**5. Approval of Minutes**

- A. Minutes of February 16, 2023 (legislative work session) and Minutes of February 20, 2023 (regular meeting) were approved as presented.  
Item #23-090

**6. Consent Agenda**

Motion to approve the Consent Agenda as presented.

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	<b>Councilman Adams</b>
<b>SECONDER:</b>	<b>Mayor Pro Tem T. Miller</b>
<b>AYES:</b>	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
<b>ABSENT:</b>	Councilman Watts and Councilwoman Danley

- A. Adopt an ordinance to amend the City of Douglasville's Fiscal Year 2022 - 2023 General Fund Budget. (Karin Callan)

*Finance Committee - Chairman Mark Adams*

Item #23-030

ORD-2023-8

- B. Adopt an ordinance to amend the City of Douglasville's Fiscal Year 2022 - 2023 Sanitation Fund Budget. (Karin Callan)

*Finance Committee - Chairman Mark Adams*

Item #23-091

ORD-2023-9



- I. Consider a project application entitled "Love Where You Live" submitted by the Cultural Arts Council, Inc., for public art to be exhibited at:
  - (1) Mill Village Park – 8320 Grady Street
  - (2) Worthan Memorial Park – Parker Street
  - (3) Douglasville Police Department – 2083 Fairburn Road

(Shae Sterling)  
*Recreation, Culture & Tourism Committee - Chairman Chris Watts*  
 Item #23-087  
 ACT-2023-26

**7. Finance Committee - Chairman Mark Adams**

- A. Authorize the Mayor to sign the Change Order 1 with Reeves Young, LLC for the Jessie Davis Park project to amend the project completion deadline. (Marcus Thompson)  
 Item #23-096  
 ACT-2023-27

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	<b>Councilman Adams</b>
<b>SECONDER:</b>	<b>Councilman Davis</b>
<b>AYES:</b>	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
<b>ABSENT:</b>	Councilman Watts and Councilwoman Danley

**8. Planning & Development Committee - Chairman Mark Adams**

- A. Consider a request for the plat approval for the purpose of combining, for +/- 1.158 acres on 5861 and 5871 Fairburn Road in Land Lot 52, District 1, Section 5, Parcels 00520150012 and 00520150002. Application by QuikTrip Corporation c/o Charlie Tarwater. (Marcus Thompson)  
 Item #23-083  
 RES-2023-13

<b>RESULT:</b>	<b>ADOPTED</b>
<b>MOVER:</b>	<b>Councilman Adams</b>
<b>SECONDER:</b>	<b>Councilman Estes</b>
<b>AYES:</b>	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
<b>ABSENT:</b>	Councilman Watts and Councilwoman Danley



## "Love Where You Live" Heart Public Art Project Artist Agreement

This agreement ("Contract") made the \_\_\_\_ day of \_\_\_\_\_, 2023, between the Cultural Arts Council Douglasville/ Douglas County ("CAC"), and \_\_\_\_\_, ("Artist"),

WITNESSETH:

WHEREAS, the Artist has been selected by CAC to design, execute, and deliver a piece of public art (hereinafter called "Heart Project") that serves as a public piece of art.

WHEREAS, the Artist was selected via an open Call for Artists by an independent panel, with the CAC giving final approval; and

WHEREAS, CAC and Artist have agreed Artist shall transfer ownership of design of said Heart Project to CAC;

Now, therefore, in consideration of the mutual promises and covenants contained in this agreement, the parties agree as follows:

### 1. Definitions

A finished Heart Project is the total design and completion of the fiberglass heart. The finished Heart Project includes the work, services and labor, and the goods and materials used to create the finished Heart Project.

### 2. Intent

2.1 The parties intend and agree that the Artist shall design and paint heart for CAC using approved design.

2.2 CAC shall provide the Artist with a prepped and primed fiberglass heart.

2.3 The Artist incurs all costs associated with design and painting of the fiberglass heart provided by the CAC.

2.4 The artist is to pick up the heart project from the CAC and paint it at their location. Finished heart projects must then be returned to the CAC. Any damage to the heart while in the artists possession will result in fees up to \$500 or repair costs.

### 3. Time Schedule & Painting

3.1 The Artist may begin painting as soon as the hearts are delivered.

3.2 Artist will coordinate all timetables with the CAC.

3.3 Artist agrees to paint with only materials from the paint and varnish list.

### 4. Promotion, Marketing, & Exhibition

4.1 Promotional materials: Artist shall provide the CAC at his/her expense information regarding the heart project not limited to a brief biography of the Artist, a Title for the finished art piece, and a summary of the inspiration behind the Heart Project. The Artist agrees to submit these promotional materials to the CAC at the time of transfer of finished Heart Project.

4.2 Artist grants CAC the perpetual right to photograph, film, use, and reproduce, as the CAC desires, photographs and videotapes taken during the creation of and the completed Heart Project in printed materials, displays, TV spots, in radio promotions, website design, and other promotional materials. CAC shall not represent the Artist or the Heart Project to the public in a questionable, undignified, or derogatory manner affecting the Artist's standing in his/her profession.

4.3 The artist agrees to not release any information or photographs prior to the final debut of the project without prior permission. Once the project debuts, the artist agrees to give credit to the CAC for the project in any marketing or social media.

### 5. Commissions & Prizes

5.1 The Artist agrees to perform all work and services under this Agreement as an independent contractor and not as an agent or employee of CAC. CAC shall reserve the right to use the Artist's name, promotional information supplied by Artist, and image of the Heart Project to publicize and promote CAC without compensation to the Artist.

### 6. Ownership of the Heart Project

The Heart Project is property of the CAC. Artist shall prepare, design, paint, and leave Heart Project to the CAC, with retaining ownership of finished Heart Project.

### 7. Alteration and/or Restoration

7.1 The Artist shall create the work in accordance with the proposed and approved design. Recognizing that the change in scale from submission sketch to full scale may require adjustments, the Artist has the right to make minor changes in the Heart Project design that are aesthetically necessary. Any change in design that significantly alters the original and approved concept and design of the Heart Project shall require the prior review and written approval of CAC.

7.2 CAC retains the right to alter, in any way, the Heart Project without the express written consent of the Artist.

### 8. Acceptance/Rejection of Heart Project

CAC reserves the right, in its reasonable discretion, to accept or reject the finished Heart Project. CAC reserves the right to reject a Heart Project for any reason, not limited to the use of subjects/themes that promote or glorify hatred, violence, racial, sexual, or religious intolerance, or promotes organizations with such views. The Heart Project subject/theme must be appropriate for all ages. Sexually or verbally explicit Heart Project shall be rejected at CAC'S discretion. In the event CAC finds the Heart Project unacceptable for any reason, CAC may request specific changes. The Artist reserves the right to refuse to

make changes per CAC request, and CAC shall reject the Heart Project. Any rejected Heart Projects will remain property of CAC, but artistic additions and imagery added by the Artist shall be removed by CAC.

**9. Warranties**

The Artist warrants and represents to CAC that the Heart Project is the original product of the Artist's own creative efforts, and the Heart Project design is unique and doesn't infringe upon any copyright.

**10. Cancellation/Termination**

10.1 This agreement may be terminated by either party by giving twenty (20) days written notice to the other party. In the event of cancellation or breach by the Artist, the Artist shall return any paint materials to CAC within thirty (30) days of default of contract.

**11. Indemnification**

Artist shall indemnify, keep and save harmless CAC, its agents, officials, employees, and consultants (collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Contract, the granting or performance of it, or which may in any way result, whether or not it shall be alleged or determined that the Loss was caused through negligence or omission of Artist or his/her employees or volunteers, or of his/her Subcontractors or their employees or volunteers.

**12. Assignment; Successors and Assigns**

12.1 No part of this Contract shall be assigned or transferred without the prior written approval of the CAC.

12.2 This Contract shall bind the successors and assigns of the parties hereto.

**13. Additional General Terms and Conditions**

13.1 Modifications: No modifications or changes to this Contract, or any part thereof, shall be valid unless in writing and signed by the parties, or their respective successors and assigns.

13.2 Severability: The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part of it, and they shall remain in full force and effect subject to CAC's right to terminate.

13.3 Whole Agreement: This Contract constitutes the entire agreement between the parties, and no inducements, considerations, and promises, or other references shall be implied or impressed upon this Contract that are not expressly addressed herein.

13.4 Effective Date: This Contract shall be effective on the date that it is executed by CAC.

In Witness Whereof, the parties hereto have executed this Agreement under seal the day and year first above written.

**14. Acceptance of Terms**

The signature of both parties shall evidence acceptance of these terms.

Consented and agreed to

By: \_\_\_\_\_  
CAC Representative

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Artist

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date