



DOUGLASVILLE
 GEORGIA

Public Art Application

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:	Douglasville Police Department - 2083 Fairburn Rd.
Artist/Artwork Information:	
Artist Name:	Patrice Gates
Address:	636 Wesley Chapel Rd.
City:	Villa Rica
Telephone No:	770 655 2738
Fax no:	n/a
State:	GA
Zip Code:	30190
E-mail Address:	Patrice.PaintsArt@gmail.com
Artwork Title:	"Unity in the Community"
Artwork Budget Amount:	\$1000
Estimated Completion Date:	
Project Applicant Representative:	
Applicant/Representative Name:	Emily Lightner
Company Name:	Cultural Arts Council
Address:	Douglasville / Douglas County
City:	Douglasville
Telephone No:	770-944-2787
E-mail Address:	info@artsdouglas.org
State:	GA
Zip Code:	30134
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 6/14/23
Date Received:	Received By:

Douglasville Police Department

2083 Fairburn Road, Douglasville, GA



This design represents the community by showcasing unity. Everyone has their part to play and when people come together for a common cause everyone can be much happier. Side 1 shows the local police department walking with the kids in the community. The youth are such a big part of the future and when they are able to feel safe and also feel comfortable then the community is in a much better place. The police department in this community is the shield of the youth. Side 2 shows unity by expression cooperation. Everyone is working towards a goal that is for the great good. Unity is the key to having a strong, fun, and responsible community.



Patrice
DPO





Proposed Project Timeline 2023

March 20 th :	Open Call for Artists to submit entries
April 28 th :	Deadline for Call for Artists
May 1 st :	CAC P.A.C. review to make recommendations to locations
May 2 nd :	Information sent to locations
May 9 th :	Locations send back choice and any request revisions
May 12 th :	Artist Notification of acceptance
June 9 th :	Artist Revisions Deadline (if requested any)
June 28 th :	City of Douglasville Public Art Commission Request
July 3 rd :	City Council Full Final Request
July 13 th :	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

Conference Center Auditorium, 6700 Church Street
Public Listening via YouTube Live Stream @ www.MyCITITV.com
Public Comment Card (www.Douglasvillega.gov/comments) was required 1-hour prior to the scheduled meeting.

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

RESULT:	ADOPTED
MOVER:	Councilman Estes
SECONDER:	Councilman Davis
AYES:	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
ABSENT:	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.

RESULT:	ADOPTED
MOVER:	Councilman Adams
SECONDER:	Mayor Pro Tem T. Miller
AYES:	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
ABSENT:	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

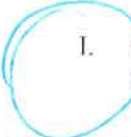
ORD-2023-8

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

RESULT:	ADOPTED
MOVER:	Councilman Adams
SECONDER:	Councilman Davis
AYES:	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
ABSENT:	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

RESULT:	ADOPTED
MOVER:	Councilman Adams
SECONDER:	Councilman Estes
AYES:	Councilman Adams, Councilman Estes, Mayor Pro Tem T. Miller, Councilwoman N. Miller, and Councilman Davis
ABSENT:	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