



CULTURAL ARTS COMMISSION MEETING FEBRUARY 27, 2024

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:00 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MEETING MINUTES**
 - a. **Cultural Arts Commission Meeting Minutes from January 23, 2024**
Approval of the minutes, as written, from the Cultural Arts Commission meeting held January 23, 2024, at 6:00 p.m.
 - b. **Cultural Arts Commission Work Session Minutes from January 23, 2024**
Approval of the minutes, as written, from the Cultural Arts Commission special called work session held January 23, 2024, at 6:30 p.m.
5. **OLD BUSINESS**
 - a. **Park Performance Permit - 2024 Revised Application**
Discussion and approval for the changes in the Public Performance Permit Application to launch in Spring 2024.
6. **NEW BUSINESS**
 - a. **New 2024 Outdoor-Art-On-Loan Contract & Proposed Call to Artists / Arts Alpharetta**
Discussion on this topic has been consolidated under agenda item 6.b., "Sculpture Liquid Sunshine", as this item is still in its infancy and not yet ready for approval.
 - b. **Liquid Sunshine Sculpture**
Discussion and approval to add the sculpture, Liquid Sunshine to the City's permanent public art collection.
7. **STAFF PRESENTATIONS & WORK SESSION DISCUSSION**
 - a. **Cultural Services Division Monthly Report - February 2024**
Report on the latest updates, projects, events, and/or initiatives from the Cultural Services Division of the Recreation, Parks & Cultural Services Department.
8. **CULTURAL ARTS COMMISSIONER REPORTS**
9. **PUBLIC COMMENT**
10. **ADJOURNMENT**



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Amber O'Dwyer

Meeting Date: February 27, 2024

AGENDA ITEM:

Cultural Arts Commission Meeting Minutes from January 23, 2024

Approval of the minutes, as written, from the Cultural Arts Commission meeting held January 23, 2024, at 6:00 p.m.

STAFF RECOMMENDATION:

Approve, as written, from the Cultural Arts Commission meeting held January 23, 2024, at 6:00 p.m.

ITEM DESCRIPTION:

Administrative Office Coordinator, Amber O'Dwyer, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the Cultural Arts Commission meeting on January 23, 2024, at 6:00 p.m.

Cultural Arts Commission Members - Present

- Melody Cookson (Chair)
- Michael Barsky (Vice Chair)
- Gene Andrews
- Shital Foster
- Dianna Smeal
- Sabine Genet
- Sumita Patel

ATTACHMENTS:

1. 01.23.24 - CAC Minutes (Unofficial)



CULTURAL ARTS COMMISSION MEETING UNOFFICIAL MINUTES JANUARY 23, 2024

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 6:00 PM

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

- ❖ Chairwoman Cookson called the meeting to order at 6:00 p.m.

II. ROLL CALL

- Cultural Arts Commission Members - Present
 - Melody Cookson (Chair)
 - Michael Barsky (Vice Chair)
 - Gene Andrews
 - Shital Foster
 - Dianna Smeal
 - Sabine Genet
 - Sumita Patel
- Staff
 - James Drinkard, Assistant City Administrator
 - Morgan Rodgers, Director – Recreation, Parks & Cultural Services
 - Kurt Kirby, Senior Operations Manager – Recreation, Parks & Cultural Services
 - Kim Manning, Cultural Services Division Manager – Recreation, Parks & Cultural Services
 - Amber O'Dwyer, Administrative Office Coordinator – Recreation, Parks & Cultural Services

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MEETING MINUTES

a. Cultural Arts Commission Meeting Minutes from December 5, 2023

- ❖ Chairwoman Cookson called for a motion to approve the minutes.
 - Commissioner Smeal offered a motion to approve the minutes, as written, from the December 5, 2023, Cultural Arts Commission Special Called Meeting.
 - Vice Chairman Barsky seconded the motion.
- ❖ The motion was approved 6-0-1 with Commissioner Patel abstaining.

V. OLD BUSINESS

- There was no old business.

VI. NEW BUSINESS

a. Election of 2024 Chair and Vice Chair

- Chairwoman Cookson opened the floor for nominations for chairman of the Cultural Arts Commission.
- Commissioner Smeal nominated to re-elect Commissioner Cookson for the role of chair of the Cultural Arts Commission.
- Commissioner Barsky seconded.
 - ❖ Chairwoman Cookson called for a vote that all those in favor of Commissioner for chairman, vote in approval.
 - ❖ The vote was unanimous (7-0).
- Chairwoman Cookson announced that the Cultural Arts Commission has voted in favor of Commissioner Cookson as the chairman for calendar year 2024.
- Chairwoman Cookson opened the floor for nominations for vice chairman of the Cultural Arts Commission.
- Commissioner Smeal nominated to re-elect Commissioner Barsky for the role of vice chairman of the Cultural Arts Commission.
- Commissioner Foster seconded.
 - ❖ Chairwoman Cookson called for a vote that all those in favor of Commissioner Barsky for vice chairman, vote in approval.
 - ❖ The vote was unanimous (7-0).
- Chairwoman Cookson announced that the Cultural Arts Commission has voted in favor of Commissioner Barsky as the vice chairman for calendar year 2024.

VII. PUBLIC COMMENT

- Commissioner Foster extended gratitude to Kim Manning for the Holiday Commission Dinner that ended December 2023.

VIII. ITEMS FROM COMMISSION MEMBERS

- There were no items from the commissioners.

IX. ADJOURNMENT

- ❖ Chairwoman Cookson called for a motion to adjourn the meeting.
 - Commissioner Foster made a motion to adjourn the meeting.
 - Commissioner Genet seconded the motion.
- ❖ With there being no further business to consider or discuss, Chairwoman Cookson adjourned the meeting at 6:05 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Amber O'Dwyer". The signature is written in a cursive style with a large, looped "O" and a stylized "D".

Amber O'Dwyer
Administrative Office Coordinator
Recreation, Parks & Cultural Services



STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Amber O'Dwyer
Meeting Date: February 27, 2024

AGENDA ITEM:

Cultural Arts Commission Work Session Minutes from January 23, 2024

Approval of the minutes, as written, from the Cultural Arts Commission special called work session held January 23, 2024, at 6:30 p.m.

STAFF RECOMMENDATION:

Approve, as written, from the Cultural Arts Commission special called work session held January 23, 2024, at 6:30 p.m.

ITEM DESCRIPTION:

Administrative Office Coordinator, Amber O'Dwyer, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the Cultural Arts Commission special called work session on January 23, 2024, at 6:30 p.m.

Cultural Arts Commission Members - Present

- Melody Cookson (Chair)
- Michael Barsky (Vice Chair)
- Gene Andrews
- Shital Foster
- Dianna Smeal
- Sabine Genet
- Sumita Patel

ATTACHMENTS:

1. 01.23.24 - CAC WS Minutes (Unofficial)



CULTURAL ARTS COMMISSION
SPECIAL CALLED WORK SESSION
UNOFFICIAL MINUTES
JANUARY 23, 2024

ALPHARETTA CITY HALL
CONFERENCE ROOM 121 | 2 PARK PLAZA | 6:30 PM

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

❖ Chairwoman Cookson called the meeting to order at 6:33 p.m.

II. ROLL CALL

- Cultural Arts Commission Members - Present
 - Melody Cookson (Chair)
 - Michael Barsky (Vice Chair)
 - Gene Andrews
 - Shital Foster
 - Dianna Smeal
 - Sabine Genet
 - Sumita Patel
- Staff
 - Morgan Rodgers – Director, Recreation, Parks & Cultural Services
 - Kurt Kirby – Senior Operations Manager, Recreation, Parks & Cultural Services
 - Kim Manning – Cultural Services Division Manager, Recreation, Parks & Cultural Services
 - Amber O'Dwyer – Administrative Office Coordinator, Recreation, Parks & Cultural Services

III. WORK SESSION ITEMS

a. Pocket Park Performance Permit

- Kim Manning, Cultural Services Division Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- In 2023, (7) pocket park performance permits were issued, all were musical acts.
- There were (8) performance sign-ups; (4) for North Main Street, (3) for Old Roswell Street, (1) for Canton Street, and (0) for Roswell Street.
- A few performers inquired but decided not to apply for a permit due to program limitations.
- Currently, performers pay a \$25.00 fee to participate per season.

- In 2023, successes of the program included:
 - The online application platform and review process.
 - The badge and map generation and pickup.
- Staff found improvements could be made through:
 - Permitting duo acts.
 - Specifying footprint parameters.
 - Adjusting current venue locations.
 - Allowance of a tip jar in addition to QR tipping.
 - Authorizing self-sufficient, battery-operated amplification (in keeping with the noise ordinance and permissions offered to restaurant performers).
- Staff recommends shortening the program's name from "Pocket Park Performance Permit" to "Public Performance Permit".

CULTURAL ARTS COMMISSION Q&A

RE: Pocket Park Performers Amplifier Usage

- C Commissioners recommended that performances using amplification should be location-specific and not outside the bounds of the noise curfew. This would offset concerns raised by City Council.
- C "Small" amplification would need to be well defined and not left open-ended. (Rodgers)
- C The Commission suggested limiting amplification to 25-watt amplifiers.
- C Decimals would not be a conducive option as this would be challenging to apply in certain downtown areas. (Foster)
- C Perhaps limiting performances with aided amplification to locations residing between buildings and not in open spaces would muffle the sound for residents, neighboring businesses, etc. (Andrews)
- C Amplification will require staff "check ins" to verify performers are indeed adhering to the regulations and requirements. (Rodgers)
- C Beta testing amplifiers in 2024 to best gauge 2025 is wise. (Genet)
- C Commissioners recommended a standardized tip jar, not made of glass, that showcased a program advertisement QR code, however others raised concerns that Council did NOT want a tip jar (to avoid the appearance of busking) and that it may require Council approval.
- C Staff stated that the hope is that the Cultural Arts Commission could make the decision versus raising the issue to Council.

b. Performing Arts Venues

1. The Spotlight Community Stage Application & ACT1 Usage

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- The City of Alpharetta has been working with North Point Mall to establish a community stage to be used as a performance space for local Art Leader Groups.
- Staff hopes that the Memorandum of Understanding (MOU) currently under legal review will be ready and approved by City Council at the February 5, 2024 Council Meeting.
- Staff presented a preliminary draft application for the community stage for when the MOU is approved.
- Additionally, ACT1 would like to introduce a children's theater launched through Art Center camps that could then be continued year-round.

PUBLIC COMMENT

- William Godshall, a resident of the City of Milton, wished to hear the latest updates on the North Point Mall Community Stage as he is active with ACT1.
- He wished to express his support for the Community Stage initiative and provided his contact information if there was any way he could help further the project.
- Director Rodgers replied to Mr. Godshall to inform him that the City has invested in all the resources needed for performances and is simply waiting for the final, approved MOU between the City and North Point Mall.
- Commissioner Genet asked if Mr. Godshall would return to a meeting of the Cultural Arts Commission in the future to deliver an update on children's theater.

2. Innovation & Art Leader Groups

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- Fulton County has opened the theater at Innovation Academy for external organization performances.
 - The process to secure the theater is cumbersome.
 - The application process requires insurance coverage before being able to view available dates. This is challenging as securing insurance requires details for the performance space (including dates).

c. Cultural Celebrations Application

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- Kim Manning wished to share details of staff's 2024 initiatives for celebrating Black History Month.
- This year, a committee was formed for Black History Month which had very little input.
 - Commissioner Andrews, who served on the committee did introduce an event, "Alpharetta Soul Train" in support.

- Specialized craft programs and musical performances are in place to honor Black History Month. This proved to be quite a bit of work for Cultural Services staff which poses the question as to how best to facilitate events related to culture and diversity, as nearly every month, numerous times a month, specific dates are recognized for various cultures, ethnicities, and religions.
 - Planning, organizing, and executing events for all would require significant additional staff.
 - As an alternative, staff proposes an application process permitting outside event organizers to lead events for cultural celebrations versus the City taking on such commitments.
 - Staff shared an example of how Special Events' approach to organizing events (partnered, external, internal) could be applied to cultural celebrations.
 - The intended outcome would be to place the obligation back onto event requestors with the responsibility to the City staff being limited to the provision of event venues and minimal support resources.
 - Additionally, this would allow citizens and organizations better informed on the history and traditions for specific cultures to host the event properly.

CULTURAL ARTS COMMISSION Q&A

RE: Cultural Celebrations Application

Q Would the City still promote the events? (Patel)

A Staff would need to ensure qualifiers are in place for events that would qualify for City promotion. (Manning)

C Corporate sponsors could be approached to support cultural events via funds, in-kind donations, event resources, etc. (Andrews)

C Placing ownership of events back on the residents who wish to have culturally diverse events is favored. (Genet)

C A vetting process for event applicants to include scope, funding, organization reputation, etc. (Foster)

A The goal would be for staff to take a step back and provide only venues versus heavy involvement. (Manning)

- *Commissioner Foster left the meeting.*

d. Arts & Culture Master Plan

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- The request for proposal was released January 22, 2024 for consultants for the Arts & Culture Master Plan.
 - The project timeframe is April-August 2024.

- A request was made for one or two commissioners on the Commission to be a point-of-contact for the consultant when developing the master plan.
- Commissioners Smeal, Cookson, and Genet offered to assist.

CULTURAL ARTS COMMISSION Q&A

RE: Arts & Culture Master Plan

- C The City could seek additional support funding for the master plan from Fulton County once approved. (Andrews)
- C There should be a huge campaign to support the master plan initiative. (Genet)
- C Most master plans are focused on public art as the priority and not arts and culture. (Manning)

e. 2024 Public Art

1. Outdoor On-Loan Program

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- The City contracts with Arts Alpharetta biyearly for a new installment of outdoor sculptures downtown.
 - Five sculptures are departing to be replaced with new art.
 - Arts Alpharetta will introduce a proposal, as they did for *Medley* a few years ago.

CULTURAL ARTS COMMISSION Q&A

RE: Outdoor Art

- Q What is the status of *The Visitor* art sculpture? (Smeal)
- A *The Visitor* should be back on display come the end of February. (Manning)
- Q Could the “yellow face” sculpture be purchased to avoid losing the piece scheduled to be rotated out of display? (Smeal)
- A Unfortunately, no. The Cultural Services Division does not have funding in the operational budget earmarked for the purchase of art. Only a few pieces of art were approved in the past via a lease-to-own pay structure. (Manning)
- Q If someone wished to donate funds for the procurement of art, what would be the City’s process? (Genet)
- Q What of the funds acquired from developers who wished to providing funding to the City versus installing an art sculpture to meet the City’s public art requirements for new developments? (Smeal)
- A Staff must evaluate the cost to purchase the piece as well as the costs to install and maintain the art and the resulting advantages/disadvantages. (Manning)

2. Crosswalks in Parks

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- Staff hopes to install two more crosswalk murals. Locations are currently being identified and need to be finalized before being announced.

f. FY2025 Budget Requests

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department introduced the item.
- Staff is requesting a full-time administrative assistant.
 - The position has been left vacant and unfunded and the division has grown significantly since the position was vacated a few years prior.
 - With the addition of the Community Stage at North Point Mall, staff hopes to increase staffing to avoid a decrease in the quality of programming and events provided.
 - The Cultural Services Division is one of only two facilities without a full-time person at the front desk.

CULTURAL ARTS COMMISSION Q&A

RE: Staffing

- C The need for more staff is requested by all division managers each fiscal year. Obtaining full-time employees is challenging as every department will make requests. That said, directors must evaluate their department's priorities and determine which needs must be met. There is a series of "cutting-phases": within the department, at the administrative level, and at the Council approval level. (Rodgers)
- C Divisions like Park Services are easier to justify to citizens versus Cultural Services. Perhaps sponsorships or more creative forms of funding may be sought to bring additional staffing to Cultural Services. (Genet)
- A While grants and matches may be in place, seed money is often needed to fund a program. (Manning)

IV. ADJOURNMENT

- ❖ With there being no further business to consider or discuss, Chairwoman Cookson adjourned the meeting at 7:28 p.m.

Respectfully submitted,



Amber O'Dwyer
Administrative Office Coordinator
Recreation, Parks & Cultural Services



STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Kim Z. Manning
Meeting Date: February 27, 2024

AGENDA ITEM:

Park Performance Permit - 2024 Revised Application

Discussion and approval for the changes in the Public Performance Permit Application to launch in Spring 2024.

STAFF RECOMMENDATION:

Staff recommends approving the revised 2024 Public Performance Permit Application and Guidelines.

ITEM DESCRIPTION:

City Staff reported the 2023 beta test results from the Pocket Park Performance Permit at the January 2024 Cultural Arts Commission Workshop Meeting.

Staff reviewed what we learned from 2023 and gave feedback from 2023 applicants for how to improve the application to encourage more participants while staying within the guidelines. The Cultural Arts Commission requested staff to move forward with these revisions and present a new 2024 application for final review in February.

Staff recommends that the 2024 Public Performance Permit Application and Guidelines are approved with discussion and noted revisions.

ATTACHMENTS:

1. Public Performance Permit Application (2024)
2. Public Performance Permit Guidelines (2024)
3. Public Performance Permit Visuals - Proposed Two New Locations



Application for Temporary **Public Performance Permit** for Downtown Pocket Parks

About this Application

Any person desiring to use the approved list of locations for performance purposes shall first apply for and obtain a permit from the City of Alpharetta. Performances constitute public amenities that enhance the vibrancy, vitality, and ambience of the City of Alpharetta. Allowing for the regulated use of the designated for such performances, should be permitted; provided, however, that performers do not interfere with residents' reasonable quality of life expectations, disturb business activity, or compromise public safety.

Any applicant under the age of 18 must have a parent or legal guardian present when submitting the application package. Parents or legal guardians must present a signed letter of consent at the time of application. All permitted minors must always have a parent or legal guardian present they are performing on the public right-of-way. Group permits are not available, **however a maximum of two (2) performers may perform at any location provided they each have their own current permit.**

New and Renewal Permits Process:

1. Complete online application with the lawful and complete name, contact number, and address of the applicant.
2. Attach current headshot. **Headshots should be of the applicant's face, head, and shoulders only.**
3. Demonstrate his/her art, craft, or performance for review attached in live video format to online application. We only approve applications with videos, no exceptions.
4. All applications will be processed on the 1st Tuesday of each month. The artist will receive a notification within 2-3 business days of status. If approved, the artist will be auto-charged the \$30.00 badge fee. Artist will be given instructions on how to pick up their permit package from the Alpharetta Arts Center.
5. Permit fee paid as follows:
 - a. Temporary performance application fee: **\$30** non-refundable.
 - b. Performance badge fee: **\$30** if the application is approved.
 - c. Replacement badge fee (if lost or stolen): **\$30** each occurrence.
 - d. All fees must be paid online.

Performer / Applicant Details

First Name _____ Last Name _____

Phone _____ Cell (To reach you at performance location) _____

Email _____ Date of Birth _____

Home Address _____

Mailing Address (if different from home address) _____

Were you issued a permit in the prior calendar year? Yes No Revoked

(If revoked please explain) _____

Describe the type of performance: _____

Give two examples of your performance via video, YouTube, Instagram, etc.: _____

Parental/Guardian Consent Details (if applicant is under 18)

I (print name) _____ hereby consent to my child (print name) _____ performing in the City of Alpharetta. I understand that: 1- City of Alpharetta provides no supervision of performers under the age of 18 years; and 2- Performers under the age of 18 are subject to the City of Alpharetta Temporary Public Performance Permit for Policy & Guidelines.

Parent/Guardian Address (print): _____

Parent/Guardian Name (print) _____

Parent/Guardian Signature Date _____

Please provide a copy of Parent/Guardian state issued driver's license or ID

Rules and Regulations

I, the undersigned, declare that I have read all rules and regulations below:

1. I am aware that performances are limited to the time frames submitted on Sign-Up Genius and know I must vacate locations according to the Sign-Up Genius time slots.
2. I am aware that I am not allowed to perform in non-approved areas.
3. I will not interfere with the flow of pedestrian traffic at a crosswalk, building entrance, private patio, curb or entrance into a business or dining area.
4. I will comply with the City's noise ordinance; **small amplification may be permitted upon staff approval of sound system and at Milton Avenue Park only.** Link to City of Alpharetta Noise Ordinance: <http://bit.ly/41v9wiB>
5. I am aware no performer shall display art or merchandise on public benches, monuments, buildings, etc.
6. I am aware that my permit will expire on December 31, 2024
7. I know that the use of profane, indecent, abusive, or threatening language or behavior constitutes acts of harassment against the public and can result in denial or revocation of a permit.
8. I am aware that all transfers of merchandise must be done for donation only, and that I may not set or display a price at any time.
9. I will display my performance identification badge visibly or on my person when engaged in performances. I will make my identification badge available for inspection by all authorized City of Alpharetta Staff or Police Officers upon request and follow any lawful direction issued by that officer.
10. I will not create a threat to public safety, whether real or perceived.
11. (Minors Only) I am aware all permitted minors must always have a parent or legal guardian present they are performing.
12. The City of Alpharetta may revoke your permit or cancel a performance at any time for any reason without a refund.
13. I have received and read the City of Alpharetta Temporary Public Performance Permit for Policies and Guidelines and agree to be bound by the conditions contained within.

Performer may be limited to 4 bookings per month based on availability. **WAIVER OF LIABILITY:**

On behalf of the group listed above, I understand, by my signature below, the fees, conditions, and policies provided in this application and agree to abide by them. The group and all participants assume all responsibility for, and risks and hazards of, participation in the activity referenced above. On behalf of the group, do hereby release Arts Alpharetta, the City of Alpharetta, the Alpharetta Recreation, Parks, and Cultural Services Department, the Recreation Commissioners, all officials, officers, supervisors, volunteers, and all other agents of the city, of any and all claims, demands, rights and causes of action of whatever kind and nature, arising from and by reason of, personal injuries, damages to property, and the consequences thereof, resulting from our participation in the activity described above and use of City of Alpharetta. I understand and agree to the terms, conditions and policies set forth in this Temporary Public Performance Permit Agreement.

Applicant Name (please print)

Applicant Signature

Date



Policies & Guidelines

Temporary Public Performance Permit

Fee

\$60, a \$30 (non-refundable) Temporary Performance Permit Application fee and \$30 badge fee (once application is approved.) Permits may be revoked without refund at any time.

Terms & Conditions

Any person desiring to use the designated locations and times for a performance will need to apply, and be approved, for a temporary permit from the City of Alpharetta / Cultural Services Division. Once a performer is approved, the temporary permit will expire in December of the calendar year.

A Sign-Up Genius schedule will be sent to each performer to sign-up four (4) weeks in advance (for up to four (4) locations) in that time frame.

1. All applicants shall attach a copy of a current state-issued identification card or driver's license.
2. The applicant will be required to demonstrate his/her art, craft, or performance by submitting a video for review by City staff.
3. Applications are accepted online only.
4. Applications will be reviewed on the first Tuesday of each month and artists will be notified of acceptance within 2-3 business days. (Excluding City holidays and weekends.)
5. Applications may be denied for any of the following reasons: (1) Outstanding citations or violations from the City of Alpharetta; (2) Incomplete Application and/or Fees; (3) Previous permit holders with a suspended or revoked permit due to violations or disorderly conduct for the term of the suspension or revocation (see Violations & Penalties below); (4) Number of performer permits has reached full capacity; and at any time the City of Alpharetta may place a hold on accepting additional applicants.

Performer may be limited to 4 bookings per month based on availability

Identification Badge

Once the application has been approved, the applicant shall be issued a permit, which will be adhered on your tip jar. and contain the following information:

1. Performer's name;
 2. Photograph of the performer;
 3. Performance classification;
 4. Expiration date; and
- Performers shall have their Identification Badge visible and always displayed on or their person when they are engaged in performances. Identification Badges are property of the

City of Alpharetta and can be revoked for violations. All performers must have their City permitted Identification Badge to play in the approved locations.

Permit Term

Permits expire in December, annually. New applications or permits are issued during City businesses hours. We do not review applications or issue permits on City holidays.

Permitted Areas

Performance locations will be issued with your permit. Some locations may not be applicable during certain times of the year due to festivals, other events, construction, use of location for extended promotions, or any other unforeseen circumstances. The City reserves the right to not allow permitted performers at any time for any reason.

Locations - Performances shall be limited to the following locations:

1. **OLD Roswell Street Pocket Park** (on Old Roswell Street, behind Curahee, by the oak tree near food truck alley)
2. **North Main Street Park** (corner of Milton Avenue and Main Street)
3. **Roswell Street Pocket Park** (corner of Old Roswell Street & Roswell Street)
4. **Canton Street Pocket Park** (corner of Old Canton Street & Canton Street)
5. **Alley between SmokeJack Entrance and side corner of Berkshire Hathaway Building**
6. **Oliver Waters/McCollum Warehouse Historical Marker** (Milton Ave. & Old Roswell)

Times –Approved performance times will be posted and released through a Sign-Up Genius link that will be available at the beginning of the month to all approved applicants. It will be the performer’s responsibly to check the online link. In accordance with City of Alpharetta Ordinances, all street performers must abide by noise, sound level limitations, and hours of the parks for each permitted area/location.

QR Code Rating – At each performance location, the performer must display the City sign with a QR Code inviting attendees to “rate the performer.” This information is for City staff ONLY to ensure the performer is following terms outlined in this application. City Staff will give you this sign along with your identification badge. Note, if a permitted performer consistently has a low rating for ANY reason, this could be a reason to cancel the permit.

ADA Guidelines - All Street Performers must follow ADA Guidelines at all locations. Street Performer must be knowledgeable with ADA Guidelines and implement these all locations where their performances take place.

Minors

Any applicant under the age of 18 must have a parent or legal guardian submit the application package and complete the signed letter of consent on the application. All permitted minors must always have a parent or legal guardian present as they are performing on the public right-of-way.

Cleanliness

Performers shall keep the area in which they perform, including areas immediately adjacent thereto, clean, and free from any litter or debris that may be generated because of or otherwise associated with their performance. This includes refuse left by patrons and onlookers. Performer may kindly ask audience to take their refuse to the trash at end of performance.

No permit holder shall dispose of any trash or material in the City of Alpharetta trash receptacles such as plastic, liquids, perishable items, etc. Performers must provide their own waste bag to dispose of offsite any trash or material created by the performer (i.e.- balloon pieces from a balloon artist).

Restrictions

Conflicting Events – Permitted performers shall yield to ALL scheduled, permitted Special Event Permitted locations. Special Event Permits supersede performer permits and all permission for the performer locations falls under the Special Event Permit for request and approvals.

Prohibited Materials- Performers shall not use, display, or incorporate into their performances any knives, swords, torches, open flames, axes, saws, firearms, or any other hazardous material, equipment, chemical, or object that can cause serious bodily harm to a person, location, or environment.

Animals- Performers shall not include animals in their performances, other than for legitimate ADA purposes.

Noise- Performer must comply with the City's noise ordinance. Small amplification may be permitted upon staff approval of the sound system and at Milton Avenue Park only.

Personal Conduct - No vulgar, lewd, or obscene dress or behavior will be tolerated.

Equipment and Displays

Performance equipment and/or displays shall be no larger than three feet in length, width, and height whether on the ground or atop a table. Nothing may be left unattended for more than fifteen minutes. Items left unattended for more than fifteen minutes may be considered abandoned and subject to removal by the City. No performer shall display anything on public benches, monuments, buildings, etc.

Tips

Performers are allowed to take tips through a QR Code system of their choice (i.e.- Venmo or PayPal) in addition to a City-provided "tip jar".

Removal

Any display or other material associated with a performance that: interferes with vehicular traffic, pedestrian traffic, or public amenities; obstructs the right-of-way; contains lewd or

obscene material; or is otherwise dangerous or damaging to public property; or conflicts / competes with an adjacent bricks and mortar business shall be removed immediately upon the request of any authorized City representative.

Violations & Penalties

Suspension of Permit - Where a Performer is found to be in violation of the provisions of this policy, his/her permit will be subject to the following penalties, which may not be waived or reduced, and which may be combined with any other legal remedy available to the City:

1. First violation: *Suspension of Permit*. Maximum 60-day suspension of performer permit.
2. Second violation: *Revocation of Permit*. performer permit shall be revoked. Such performer shall be ineligible to receive a permit for one year following the date of the second offense.

Upon violation, a City Staff and/or Police Officer will confiscate the City issued Identification Badge and City QR Code Rating Sign from the performer; inform the performer of the number of days the City issued Identification Badge will be suspended; and deliver it to the Office of Cultural Services Division. City Staff will inform the performer where and when they may reclaim their City-issued identification badge.

Disorderly Conduct - Any performer specifically found to be in violation of the City's Alcoholic Beverage Ordinance while engaged in a performance or otherwise within the public right-of-way pursuant to a permit issued under this policy shall be subject to immediate permit suspension for a period of 30 days for a first offense. For a second offense under this subsection within a rolling twelve-month period the performer's permit shall be revoked and he/she shall not be eligible to reapply for a period of five years. Performer permit fees are non-refundable for any reason.

Performing without a Permit - Any person who engages in a performing activity, as defined by this article, without first applying and obtaining a permit will be asked to leave and apply for a permit. They are not allowed to engage in performing until a permit is received.

Counterfeit Permits - Any person found with a counterfeit permit will have the counterfeit permit.

Confiscated and could be charged with a City violation.



Alley between SmokeJack Entrance and side corner of Berkshire Hathaway Building



Oliver Waters/McCollum Warehouse Historical Marker (Milton Ave. & Old Roswell)





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kim Z. Manning

Meeting Date: February 27, 2024

AGENDA ITEM:

New 2024 Outdoor-Art-On-Loan Contract & Proposed Call to Artists / Arts Alpharetta

Discussion on this topic has been consolidated under agenda item 6.b., "Sculpture Liquid Sunshine", as this item is still in its infancy and not yet ready for approval.

STAFF RECOMMENDATION:

N/A

ITEM DESCRIPTION:

A new contract for 2024 has yet to be drafted thereby deferring details on the topic. Any discussion of the 2024 Outdoor-Art-On-Loan Contract will be consolidate under agenda item 6.b.

ATTACHMENTS:

None



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kim Z. Manning

Meeting Date: February 27, 2024

AGENDA ITEM:

Liquid Sunshine Sculpture

Discussion and approval to add the sculpture, Liquid Sunshine to the City's permanent public art collection.

STAFF RECOMMENDATION:

Approve the pursuit of viability of the addition of the sculpture known as *Liquid Sunshine* to the City's permanent public art collection.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: TBD

INCLUDED IN CURRENT FY CPTL BUDGET: TBD

INCLUDED IN CURRENT FY OPRT. BUDGET: TBD

TOTAL PROJECT COST: STAFF WILL PRESENT THE COST OF THE SCULPTURE, FUNDING SOLUTIONS, AND LOCATION OPTIONS AT A FUTURE MEETING FOR FINAL APPROVAL. TONIGHT, STAFF AND ARTS ALPHARETTA WOULD LIKE APPROVAL FROM THE CULTURAL ARTS COMMISSION THAT THE CITY WOULD LIKE TO ADD LIQUID SUNSHINE TO OUR PERMANENT COLLECTION.

APPROPRIATIONS: TBD

EXTERNAL FUNDING SOURCES: TBD

ITEM DESCRIPTION:

The sculpture, *Liquid Sunshine*, is currently displayed in Brooke Street Park in the 2022-2024 Medley Exhibit / Outdoor-Art-On-Loan Program. This sculpture along with 4 other temporary sculptures is scheduled to leave in Summer 2024.

In discussions with Arts Alpharetta, *Liquid Sunshine* has received positive feedback from the public on many occasions. Arts Alpharetta is contracted with the City of Alpharetta for the bi-yearly Outdoor-Art-On-Loan Program. The bi-yearly exhibit is budgeted at \$90K to curate, install concrete pads, rent for two years and deinstall the public art pieces. The artists' fees vary as some sculptures cost more to transport, install and so on.

Arts Alpharetta expects to have some funds remaining from the Outdoor-Art-On-Loan Contracts. The remaining funds might be enough to cover the purchase of *Liquid Sunshine* with additional support for installing the piece.

Staff are requesting approval of *Liquid Sunshine* for the city's permanent collection. Once given approval, Staff will work with Arts Alpharetta and possibly other organizations on how to fund the public art piece.

ALTERNATIVES:

TBD

ATTACHMENTS:

1. Downtown Alpharetta Arts Walking Tour Brochure
2. 2022 Outdoor-Art-On-Loan Contract with Arts Alpharetta

ArtsAlpharetta
presents the
DOWNTOWN
ALPHARETTA
ARTS
WALKING TOUR



TOUR
STOP
NO. **2**

Arts Alpharetta

is a non-organization dedicated to advancing Alpharetta as a cultural arts community by:

- **Creating opportunities for artists**
- **Promoting cultural organizations**
- **Curating and placing public art**

Arts Alpharetta DOWNTOWN ALPHARETTA ARTS WALKING TOUR

As an enthusiastic group of dedicated artists and arts enthusiasts, Arts Alpharetta offers arts experiences both at the **Alpharetta Arts Center** and other venues around town; such as, lectures, workshops, sidewalk chalk artists, Take Out Art, Paint the Town/Alpharetta Plein Air, and more. This agency partners with the **City of Alpharetta** and the **Alpharetta Convention and Visitors Bureau** on other arts related activities to serve the community.

Visit artsalpharetta.org for more information.

VISUAL ART

PERMANENT PUBLIC ART

The redevelopment of Alpharetta's downtown has spawned a growing public arts program. In 2018, the city added a series of works themed "Instruments of Inspiration" to its permanent collection. The works celebrate the Alpharetta Music Scene, which includes the Ameris Bank Amphitheater, Wire & Wood Alpharetta Music Festival, more than 40 Music Match concerts every year, and multiple intimate music venues throughout the city.

MEDLEY

Medley is Alpharetta's third temporary exhibit (Fall 2022-Summer 2024) displayed in Downtown Alpharetta. In partnership with the City of Alpharetta, Arts Alpharetta seeks artists' entries for a juried temporary outdoor sculpture exhibition that will extend from the City Center and into city parks.

Medley is comprised of an eclectic collection of artworks connected through vibrant colors and implied sounds. On behalf of the City of Alpharetta, Arts Alpharetta curated sculptures that were energetic in their design so a sense of movement could be felt like listening to a song. The five sculptures are mingled with other permanent pieces in the city to create the Alpharetta Arts Walk Tour.



The Visitor Geemon Xin Meng

Fiberglass, acrylic paint

"The Visitor" is a slight departure for the artist, a sought after portrait sculptor, who has created commissioned works for well-known figures such as Neil Young and Pierre Trudeau. With the tilt of the bear's head, the placement of the paws on his belly and the words scrawled across his body, one can, almost hear him say "Hello. Come talk to me." The endearing qualities are enhanced by the deliberate misshapen form that suggests furry heft. "The Visitor" personifies the welcoming nature of Alpharetta.

Sponsored by Alpharetta Convention and Visitors Bureau

2 Liquid Sunshine Michael Alfano

Pictured on the cover

Steel can, painted aluminum

Liquid Sunshine is a medley of materials - an ordinary paint can and a human face covered with the paint. It also speaks to creativity, with a medley of ideas pouring from the source of the inspiration. Alfano shares, "Turn towards the sun and all shadows will fall behind you." (*Inspiration from poet, Charles Swain, c. 1874*)

3 The Defenders Kevin Chambers

Bronze

This work honoring veterans and soldiers in the field was made possible through donations from the community. The intensity of two soldiers in full combat gear is evidence of Chambers's ability to express emotions, gestures and personal stories through art.



Allura Nathan Pierce

Stainless steel,
Acrylic

Allura plays on the colors of the surrounding environment. As the metallic stainless steel reflects the hues of the landscape, the neon ribbon flows to add motion for the viewers eye to follow, creating a medley of movement and color.



5



Laborer Mike Wsol

Steel

Wsol's "Laborer" shows a worker in the act of a difficult task, a figure in mid-stride carrying a large load of boxes from one place to another. The boxes are pricked with small holes to create a planetarium that can be entered via the worker's front leg, providing a space to reflect, think, or meditate on intersections between work and dreams.



6

Hanging Eileen Blyth

Powder coated steel

"Hanging" provides a place to meet, rest and play. Each bench connects to a steel handmade hang drum. The brightly colored benches contrast with the surrounding landscape thereby drawing attention. Children intuitively know how to engage with the work, though all ages are invited to create a moment of self-expression. The work calls to be examined and inspires all sorts of playful possibilities.



Modern Saxophone

Gregory Johnson

Stainless steel,
gold powder

The saxophone was invented in 1840 to be the most powerful and vocal of the woodwinds, and the most adaptive of the brass instruments. In creating this work for the "Instruments of Inspiration," Johnson uses gold powdered keys and highly polished stainless steel notes that seem to float in the air for a contemporary take on this classic instrument.



8

Tirqued Chroma

Tristan Al-Haddad

Steel, Polycarbonate,
Polished Terazzo

Torqued Chroma is a tensioned dichroic film applied between two polycarbonate layers. The colors reflected by the film shift as the sun moves throughout the day and as the viewer observes the work from different perspectives.



Tree

Gus & Lina Ocamposilva

Aluminum, enamel paint

"Tree" is a sculpture that makes people wonder about its meaning. People perceive very different impressions from the piece. It is constructed of pieces of metal intertwined and painted in a bright color that looks soft and fluid in harmony with one another.



9

The Lion and The Mouse

David Landis

Stainless steel, cast aluminum

In the Aesop fable, the humble mouse comes to the rescue of the king of the beasts. In this work at the Alpharetta Library, the lion is trapped in a book as the mouse gnaws through the rope to free him.

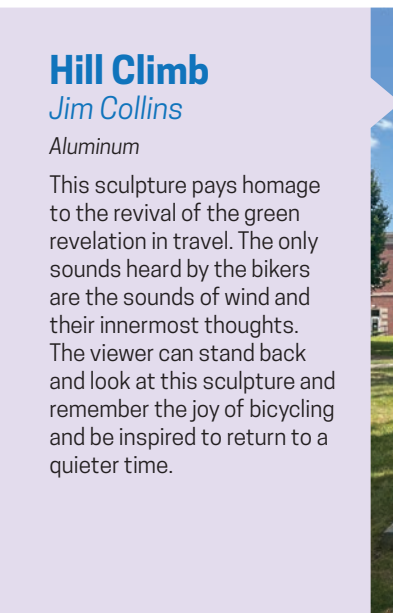


Scorpion

Rob Lorensen Stainless steel

Scorpions are adaptable, at home in a wide range of environmental conditions. Lorensen captures the characteristic forward curving tail over the back emphasizing its sinewy form to suggest a body in motion. View the work from different angles and note how the polished stainless steel reflects the light, further adding to the sense of movement.

Sponsored by Arts Alpharetta



Hill Climb

Jim Collins

Aluminum

This sculpture pays homage to the revival of the green revelation in travel. The only sounds heard by the bikers are the sounds of wind and their innermost thoughts. The viewer can stand back and look at this sculpture and remember the joy of bicycling and be inspired to return to a quieter time.



13

Idiophone

Michael Dillon

Steel, stainless steel

This interactive piece functions as a sort of reverse gong. The vertical element or pendulum remains static while the circular element is rotated to strike against the pendulum to create a deep resonate percussive sound.



14



Twist and Shout

Marc Moulton,
Duke Oursler
Aluminum, steel

This work pays homage to the 1961 song "Twist and Shout," written by Phil Medley and Bert Berns, and recorded by numerous artists, including The Beatles. The sculpture includes stylized musical notes and a palette of bright colors that establishes a visual rhythm and movement.



15



Bremen Town Musicians

Deanna Sirlin Stainless steel

In the Grimm's fairy tale of the Bremen Town Musicians, farm animals no longer useful to their masters are fearful of being killed and flee together to Bremen, where they find purpose as musicians. Bremen has its own sculpture of the animal musicians, and tradition says that rubbing the donkey's feet brings luck. Sirlin incorporated this idea, in the form of touchstones, particular areas on the animals' bodies designed to be touched by viewers.



The Feather Kirk Seese

Steel, Baltic birch plywood, UV ink, epoxy resin

The abstract nature of The Feather is a conscious response to the years of representational work the artist has completed. Seese wanted to create something with no reference point that seemed to come from a different planet. It's something unique. It's something that came from internal rather than external. The organic motions of the blended hues contained by the stark, black, geometric framework should be visually unnerving – they complement one another instead.



Friendship Ring Martin Dawe Bronze

A group of children play Ring Around the Rosie, drawing attention to the sculptural form of this 100-year-old tree.

Ribbon Arch Jim Gallucci Painted aluminum

The sculptor usually incorporates gateways that invite viewer participation. He believes gates and arches give viewers a literal entry into the work, a portal to an aesthetic journey.

"I'm excited to see my work in Alpharetta, and to have public art serve as a gateway for all of the activity in the park."



PERFORMING ARTS



From songwriter performances, culture-infused theatre acts and concerts by the city's musical ensembles, to a new modern arts center featuring demonstrations, exhibits, and lectures, Downtown Alpharetta's arts landscape is simply waiting to be discovered with exciting events every week. For more details about cultural happenings at the Alpharetta Arts Center, Alpharetta Music City concerts, or other performing arts events happening in the city, visit awesomelpharetta.com/culture-in-alpharetta.



THANK YOU

Arts Alpharetta would like to thank the **Alpharetta City Council, Alpharetta Convention & Visitors Bureau, City of Alpharetta** and the **Art Leader Groups** for their generous support.

ARTS ALPHARETTA BOARD OF DIRECTORS

Nancy J Murphy – President
Ben Hollingsworth – Vice President
Erika Kenn – Secretary
Laurel Bell – Treasurer

Reinilda Blair, Mike Buchanan, Shelton Cochran,
Linda Davies, Thomas Nolf, Chris Petre-Baumer, Pam Schiftic

SUPPORT THE ARTS & BUY IT!

All sculptures featured in Medley are for sale. For more information regarding purchasing or sponsorship opportunities, please send an inquiry to artsalpharetta1@gmail.com

BOOK A HOTEL ROOM

for your Arts Alpharetta adventure at one
of 30 hotels in the city with one click at
awesomealpharetta.com.

Aloft Alpharetta | 678-527-6800

Atlanta Marriott Alpharetta | 770-754-9600

Comfort Inn Alpharetta-Atlanta North | 470-273-6604

Comfort Suites Alpharetta/Roswell – Atlanta Area | 770-649-0955

Courtyard Atlanta Alpharetta | 678-366-3360

Courtyard Atlanta Alpharetta/Avalon Area | 770-475-9955

DoubleTree by Hilton Hotel Atlanta-Alpharetta | 678-347-0022

Embassy Suites by Hilton Atlanta Alpharetta | 678-566-8800

EVEN Hotel Alpharetta-Avalon Area | 770-869-2546

Extended Stay America-
Atlanta-Alpharetta-Northpoint-East | 770-475-7871

Extended Stay America-
Atlanta-Alpharetta-Northpoint-West | 770-569-1730

Extended Stay America-
Atlanta-Alpharetta-Rock Mill Road | 770-475-2676

Fairfield Inn & Suites Atlanta Alpharetta | 770-663-4000

Fairfield Inn & Suites by Marriott | Coming 2023

Hampton Inn & Suites Alpharetta | 678-393-0990

Hampton Inn & Suites Alpharetta/Roswell | 770-640-5511

Hilton Alpharetta Atlanta | 678-240-9222

Hilton Garden Inn Atlanta North/Alpharetta | 770-360-7766

Hilton Garden Inn Atlanta Northpoint | 678-566-3900

Holiday Inn Express & Suites Alpharetta-Windward Parkway | 678-339-0505

Home2 Suites by Hilton Alpharetta | 470-479-6699

Homewood Suites by Hilton Atlanta-Alpharetta | 770-998-1622

Hyatt Place Atlanta/Alpharetta/North Point Mall | 770-594-8788

Hyatt Place Atlanta/Alpharetta/Windward Parkway | 770-343-9566

La Quinta Inn & Suites by Wyndham Atlanta Alpharetta | 770-754-7800

Sonesta ES Suites Atlanta Alpharetta Avalon | 770-569-7200

Sonesta ES Suites Atlanta Alpharetta North Point Mall | 770-587-1151

Sonesta ES Suites Atlanta Alpharetta Windward | 770-664-0664

The Hamilton Alpharetta, Curio Collection by Hilton | 770-777-1820

The Hotel at Avalon, Autograph Collection,
& Alpharetta Conference Center | 678-722-3600

TownePlace Suites Atlanta Alpharetta | 770-664-1300

Arts Alpharetta



artsalpharetta.org



artsalpharetta



**CITY OF ALPHARETTA GRANT AGREEMENT WITH
ARTS ALPHARETTA, INC.
FOR THE CREATION AND IMPLEMENTATION OF
OUTDOOR SCULPTURE EXHIBIT /
ART ON LOAN PROJECT**

THIS AGREEMENT is made and effective as of August 2022 (the “Effective Date”), by and between the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **ARTS ALPHARETTA, INC.**, a Georgia nonprofit corporation, with its principal office located at 625 Varina Way, Alpharetta, Georgia 30022 (“Arts Alpharetta”).

BACKGROUND

A. WHEREAS, the Charter of the City of Alpharetta authorizes the City to exercise and perform all functions necessary or desirable to promote the general welfare of the City of Alpharetta and its inhabitants; and

B. WHEREAS, the City Council has approved the funding of a public art initiative to create an outdoor sculpture exhibit / art on loan project, the intended purpose of which is to further goals and policies set forth in the City’s Comprehensive Plan and Downtown Master Plan and other interests of the City, including: to foster community pride; to improve the visual attractiveness of public spaces; to provide for the incorporation and connectivity of small scale outdoor spaces, green spaces, open spaces and other public spaces as a system of public art attractions; to encourage public interaction with public places via the placement of works of art; to promote art attractions to residents, tourists and visitors and thereby promote and stimulate business and economic development in the City; and to provide for the opportunity and ability to appreciate art and expand cultural opportunities throughout the community (the “Grant Purpose”); and

C. WHEREAS, Arts Alpharetta is a Georgia non-profit corporation based in Alpharetta and is exempt from income tax under IRC §501(c)(3); and

D. WHEREAS, Arts Alpharetta and the City are mutually interested in and concerned with providing and making available an outdoor sculpture exhibit / art on loan program for the benefit of the citizens of the City of Alpharetta; and

E. WHEREAS, Arts Alpharetta originally presented a proposal to the City Council on October 23, 2017, providing for the creation and implementation of an outdoor sculpture exhibit / art on loan project, a temporary exhibition titled “Miscellany: Open Air Art Exhibit” (referred to herein as the “Initial Exhibition”), as part of the City outdoor sculpture exhibit / art on loan program, and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2018 to fund said project (the “FY 2018 Grant”); and



F. WHEREAS, Arts Alpharetta managed said FY 2018 Grant project and expended the FY 2018 Grant funds in a manner consistent with the FY 2018 Grant purpose, and Arts Alpharetta and the City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

G. WHEREAS, Arts Alpharetta submitted a proposal to the City Council on or about April 22, 2019, providing for the creation and implementation of a second project for the outdoor public art on loan project, a temporary exhibition titled "Omnium Gatherum," and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2019 to fund said project (the "FY 2019 Grant"); and

H. WHEREAS, Arts Alpharetta managed said FY 2019 Grant project and expended the FY 2019 Grant funds in a manner consistent with the FY 2019 Grant purpose, and Arts Alpharetta and the City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

I. WHEREAS, Arts Alpharetta submitted a proposal to the City, which was presented to the City Council on August 1, 2022, providing for the creation and implementation of a third project for the outdoor sculpture exhibit / art on loan project, a temporary exhibition titled "Medley," and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2023 to fund said project (the "FY 2023 Grant"); and said proposal as subsequently modified by mutual agreement of the parties is referred to herein as the "Proposal"; and

J. WHEREAS, the City desires to continue to fund the outdoor public sculpture on loan project described in the Proposal, a temporary exhibition titled "MEDLEY" (the "Project"), and Arts Alpharetta is willing and able to perform the Project and is authorized to expend such funds for the purpose of performing the Project in a manner consistent with the Grant Purpose; and

K. WHEREAS, the City Council has approved the award of a FY2023 arts grant to Arts Alpharetta for the purposes and in the amount described herein.

NOW THEREFORE, the City and Arts Alpharetta hereby agree to the following:

1. GRANT ACCEPTANCE AND SCOPE OF SERVICES

The City hereby awards a grant in the amount of FORTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$46,500.00) (the "Grant Funds") to Arts Alpharetta for the purpose of managing the Project within the City of Alpharetta in a manner that is consistent with the Grant Purpose. Arts Alpharetta hereby accepts said grant under the terms and conditions of this Agreement and agrees to utilize the funds from this grant to perform and carry out in full the Project in a manner that is consistent with the Grant Purpose. The Project and the scope of services to be performed by Arts Alpharetta are further described and identified in **Exhibit "A"** attached hereto and incorporated herein by this reference.



2. DISBURSEMENT OF GRANT FUNDS

Within fourteen (14) days of execution of this Agreement by both parties, the City shall deliver to Arts Alpharetta a check in the amount of FORTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$42,700), as an initial, partial payment ("Initial Payment") of the Grant Funds, representing seventy percent (70%) of the Grant Funds. City will disburse the balance ("Final Payments") of the Grant Funds by tendering a check to Arts Alpharetta as follows:

(a) The 1st Exhibit Cycle Final Payment in the amount of NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$9,150.00), representing fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the Initial Payment in full and has delivered to the City its "Request for 1st Exhibit Cycle Final Payment." In its "Request for 1st Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the Initial Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 1st Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

(b) The 2nd Exhibit Cycle Final Payment in the amount of NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$9,150.00), representing the remaining fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the 1st Exhibit Cycle Final Payment in full and has delivered to the City its "Request for 2nd Exhibit Cycle Final Payment." In its "Request for 2nd Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the 1st Exhibit Cycle Final Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 2nd Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

3. USE OF GRANT FUNDS

(a) Permitted Purposes. Arts Alpharetta may use the Grant Funds only for the purposes set forth in Section 1 of this Agreement, to wit: to procure and provide the services, labor, artwork/sculptures, materials, equipment, superintendence and other incidentals contemplated in this Agreement, including Exhibit "A" hereof, and as otherwise necessary to create, implement, perform and carry out the Project in a manner that is consistent with the Grant Purpose and the use of funds contemplated herein. Further, expenditures of the Grant Funds by Arts Alpharetta shall conform to the budget for the Project attached hereto and incorporated herein as **Exhibit "B"**.

(b) Capital Equipment. Arts Alpharetta shall not use the Grant Funds to purchase any kind of capital equipment.

(c) Deadlines. Except as extended by written permission of the City, the following deadlines will apply:



(1) *Expenditure or Obligation.* Arts Alpharetta must expend or contractually obligate the full amount of the Grant Funds in accordance with the timeframes set forth in Exhibit “A” and this Agreement. At the end of that time, the authority to expend unencumbered Grant Funds or to obligate them contractually will expire, and Arts Alpharetta must repay to the City, within fifteen (15) days, all Grant Funds paid to Arts Alpharetta that Arts Alpharetta has not spent or contractually obligated, unless the deadline is extended in writing by the City for good cause shown.

(2) *Duty to Complete Expeditiously and Report.* Arts Alpharetta will expeditiously implement the grant and will submit to the City, not less than once every four (4) months beginning from the date of this Agreement, detailed financial and status reports related to the Project. All uses and expenditures of Grant Funds pursuant to this Agreement shall be completed by the dates set forth in Exhibit “A”, which in no event shall be any later than June 20, 2024 (the “Date of Completion”). Not more than fifteen (15) days after the Date of Completion, Arts Alpharetta will report to the City the status of Grant Funds expended or incurred and Arts Alpharetta return to the City any unspent Grant Funds, whether contractually obligated or not, unless the City consents in writing to a new deadline for good cause.

(d) Documenting Grant Purpose. To ensure that the expenditure of funds are being made in a manner that is consistent with the Grant Purpose, Arts Alpharetta shall maintain records detailing all uses and expenditures of the Grant Funds and provide the City with copies of such records upon request by the City.

(e) Additional Responsibilities and Obligations of Arts Alpharetta.

(1) *Sculpture Selection.* Arts Alpharetta shall be responsible for soliciting proposals for loaned sculptures to display in the exhibition and, in consultation with the City, selecting the sculptures that will be displayed in the exhibition. The final selection of sculptures by Arts Alpharetta shall be subject to the City’s right to object to any proposed sculpture. Prior to making a final decision regarding the selection of a sculpture and entering into a binding agreement for the loan or purchase of such sculpture, Arts Alpharetta shall notify the City of its proposed selection and provide the City a ten (10) day period to review the proposed selection/sculpture. If the City notifies Arts Alpharetta of its disapproval of the proposed sculpture during said ten (10) day period, Arts Alpharetta shall not select the subject sculpture for the exhibition. Arts Alpharetta acknowledges and agrees that the City’s public system of outdoor public art attractions, including outdoor visual works of art placed on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest (“City Property”), play an important role in defining the identity that the City projects to its residents and the outside world and that the City has a substantial interest in selecting works of art that are appropriate for the place in question, based on aesthetics, history, local culture, and similar factors. Arts Alpharetta further acknowledges and agrees that such visual works of art convey and have the effect of conveying a government message and thus constitute government speech.

(2) *Site Selection.* Arts Alpharetta, in consultation with the City, shall be responsible for identifying and selecting the locations (within the area identified in Exhibit “A”) at which the sculptures will be installed (referred to herein as the “Sites”, or individually as a “Site”). The proposed Sites selected by Arts Alpharetta shall be subject to the City’s final written approval, which may be withheld at its sole discretion.



2 PARK PLAZA
ALPHARETTA, GA 30009

(3) *Signage.* Arts Alpharetta shall procure and install signage for the Project, subject to the City's approval of the proposed sign. No sign shall be installed without the City's prior written approval of same.

(4) *Required Terms of Agreements with Artists.* Arts Alpharetta shall incorporate the provisions attached hereto and incorporated herein as **Exhibit "C"** (as modified to conform to the subject agreement) and include such other terms and conditions as required by the City Attorney in any agreement with an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project.

(5) *Compliance with Laws.* Arts Alpharetta shall comply with all applicable federal, State, and City laws, statutes, ordinances, rules, regulations, and requirements in the

performance of its obligations hereunder and any services related to the Project, including, but not limited to, all applicable copyright laws and other intellectual property laws.

4. TERM

This Agreement shall commence upon the Effective Date and continue for a 2-year term ending on June 30, 2024 as further set forth herein and in accordance with O.C.G.A. § 36-60-13, unless terminated earlier in accordance with other provisions of this Agreement or extended by mutual agreement of the parties. Arts Alpharetta shall complete the Project in accordance with the schedule set forth in Exhibit “A” or as otherwise mutually agreed to by the parties in writing.

5. ACCOUNTING; AUDIT RIGHTS

(a) Accounting. Arts Alpharetta will account for the Grant Funds and keep track of their application in such a way that their receipt, deposit, budgeting, contractual commitment, expenditure, and uses may be determined and confirmed chronologically by auditors at all times. Arts Alpharetta shall also account for the Grant Funds in accordance with generally accepted accounting principles for nonprofit corporations and shall provide the City with any information and documents necessary to detail and support the accounting of such funds, including the actual expenditures, as determined by the City.

(b) Audit. The City shall retain authority to obtain and/or perform an audit of Arts Alpharetta in any manner related to this Grant. Further, Arts Alpharetta shall allow, obtain, and cooperate with any audit or investigation of Grant administration requested or undertaken by the City. Arts Alpharetta shall also provide to the City statements of expenditures and financial statements reasonably required by the City with respect to this Agreement and the Grant Funds.

(c) Records Retention. Arts Alpharetta will maintain all records required under this Agreement for at least three years after it has fully spent or returned to the City the amount of all Grant Funds.

(d) Written Contracts. Any external expenditure or obligation of Grant Funds by Arts Alpharetta must be under a contract and in writing.

(e) Certification. Arts Alpharetta must certify to the City that the Grant Funds were used solely for the purposes for which the grant was made. The certification must also include a final statement that expenditures made from the Grant Funds were in accordance with Exhibits “A” and “B” and the Grant Purpose. Arts Alpharetta must make the certification required above for each fiscal year in which Arts Alpharetta expends Grant Funds or after which Arts Alpharetta has an unexpended balance of Grant Funds.

(f) Survival. The obligations set forth in this Section and its subsections shall survive termination of this Agreement.

6. INSURANCE

(a) Insurance Generally. Unless (and then only to the extent) expressly waived in accordance with Subsection 6(f) below, Arts Alpharetta shall obtain and continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

(1) *Statutory Worker's Compensation and Employers Liability Insurance* in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Arts Alpharetta is self-insured, Arts Alpharetta shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that Arts Alpharetta qualifies to pay its own workers' compensation claims.

(2) *Comprehensive General Liability Insurance* with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of Arts Alpharetta. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Project. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(3) *Comprehensive Automobile Liability Insurance* with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of Arts Alpharetta's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. The policy shall contain a severability of interests provision. Such coverage must include all automotive equipment used in the performance of this Agreement, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance coverage must either extend to all of Arts Alpharetta's contractors or subcontractors performing services under this Agreement (if any) or Arts Alpharetta shall require such contractors or subcontractors to procure and maintain insurance covering each subcontractor and meeting the above criteria. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(4) *Umbrella/Excess Liability Insurance* with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as the underlying Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

(1) Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Arts Alpharetta.

(2) No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

(3) Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

(4) Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Agreement.

(5) Arts Alpharetta will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Arts Alpharetta waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. Neither Arts Alpharetta's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections nor the City's waiver of such requirements in accordance with Subsection 6(f) below shall limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Arts Alpharetta arising from performance or non-performance of this Agreement. Failure on the part of Arts Alpharetta to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement without advance notice.

(d) Insurance Certificates. Arts Alpharetta shall provide proof of such insurance to the City contemporaneously with the execution of this Agreement. Prior to the disbursement of Grant Funds, Arts Alpharetta shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Arts Alpharetta shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

(f) City's Waiver of Insurance Requirements. The parties do hereby expressly agree that the City, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Section and its subsections, such waiver to be made in writing, as an Addendum to this Agreement, signed by the City Risk Manager. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver

shall be determined solely by the City's Risk Manager taking into account the nature of the work and other factors relevant to the City's exposure, if any, under this Agreement. Any such waiver may be withdrawn, terminated or modified by the Risk Manager, in whole or in part, so as to reinstate such obligation(s), effective upon the Risk Manager's execution of a further Addendum to this Agreement and the provision of written notice of same to Arts Alpharetta. The foregoing provision shall supersede and control over any conflicting provision(s) of this Agreement.

(g) Contractor Insurance. Arts Alpharetta shall, in any contract for the installation or removal of sculptures or the performance of construction or other similar services on City Property in connection with the Project, require its contractor (of any tier) to carry statutory Workers' Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the same minimum amounts and providing the same or greater coverage as listed above for Arts Alpharetta. Arts Alpharetta shall further require such contractor to have its Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies endorsed to name Arts Alpharetta, the City and the City's elected officials, officers, employees and agents as additional insureds. Arts Alpharetta shall require its contractor to furnish to the City certificates of insurance for all required insurance prior to contractor commencing any work under such contract. No waiver by the City's Risk Manager pursuant to Subsection 6(f) of this Agreement shall operate or be construed as a waiver of the requirements set forth in this Paragraph (g).

7. PROPERTY INSURANCE.

Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years) (duration of the exhibit is two years) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars (\$50,000.00). Such coverage shall not apply during transit. The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, which shall not include any loss or damage incurred during transit, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. The amount payable by insurance secured in accordance with the foregoing provisions is agreed to be the sole and exclusive remedy available to artist for any physical loss or damage to the sculpture, and in no event will the City be liable to Arts Alpharetta or any artist for damages in excess of the amount of any insurance recovery from the City's insurance policy, nor for any loss or damage due to causes excluded from coverage under such policy. Nothing in this Section shall be deemed to constitute a waiver of the City's sovereign immunity.

8. INDEMNIFICATION

Arts Alpharetta shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to Arts Alpharetta's or its officers', agents', employees', contractors' or subcontractors' performance or non-performance of this Agreement, including, but not limited to, (a) any Claim arising out of or related to Arts Alpharetta's (or its officers', agents', employees', contractors' or subcontractors') failure to comply with any of the obligations contained herein, (b) any Claim for personal injury or property damage arising out of or related to any act or omission of Arts Alpharetta and/or Arts Alpharetta's agents, employees, contractors or subcontractors, (c) any Claim for infringement of patent, copyright, trademark, trade secret or other intellectual property or proprietary right, or (d) any Claim for infringement of an artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with Section 7 of this Agreement or to any Claim caused by the sole negligence or willful misconduct of the City. Nothing set forth in this Section shall be deemed to constitute a waiver of the City's sovereign immunity. Further, no provision of this Agreement shall be deemed to create rights in any third party or create any third-party beneficiaries (other than with respect to the provisions set forth in Section 7 hereof obligating the City to maintain property insurance insuring against risk of physical loss or damage to the sculpture for the benefit of the artist/owner of same).

9. TERMINATION; REMEDIES UPON DEFAULT

(a) Termination. This Agreement may be terminated by the City in the event Arts Alpharetta defaults in the observance or performance of any of its covenants or obligations under this Agreement. Prior to such termination, the City shall provide written notice of the default to Arts Alpharetta, and Arts Alpharetta shall have ten (10) days from the date of receipt of such notice to cure the default if such default is capable of being cured. If Arts Alpharetta fails to cure the default within said ten (10) day period, or if the default is not capable of being cured, the City may terminate this Agreement effective immediately upon the provision of written notice to Arts Alpharetta.

(b) Repayment of Grant Funds.

(1) *Unexpended Grant Funds*. Upon termination of this Agreement pursuant to this Section, all remaining and unexpended Grant Funds, whether contractually obligated or not, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(2) *Non-Compliance with Audit Requirements*. If Arts Alpharetta defaults on its obligation to comply with the certification and audit requirements set forth in Section 5 of this

Agreement and fails to cure such default within ten (10) days of receipt of notice of same from the City, Arts Alpharetta shall be liable to the City for the repayment of all Grant Funds previously disbursed by the City under this Agreement. Upon such default and failure to cure, all Grant Funds disbursed to Arts Alpharetta under this Agreement, whether spent, unspent, or contractually obligated, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(3) *Non-Permitted Use.* Arts Alpharetta shall promptly repay the City the amount of any Grant Funds spent or contractually committed for purposes outside of the purposes set forth in Section 1 of this Agreement or otherwise spent or committed in violation of this Agreement, as determined in writing by the City, but in no event any later than ten (10) days following receipt of notice from the City of any such non-permitted expenditure or contractual commitment.

(4) *Survival.* The obligations set forth in this Section and its subsections shall survive termination of this Agreement. No termination of this Agreement shall relieve or discharge Arts Alpharetta from its liability for repayment of any portion of the Grant Funds required hereunder, and Arts Alpharetta's obligations with respect to repayment of the Grant Funds (or portion thereof) shall continue until all amounts due and owing to the City have been paid in full.

(c) Ineligibility for other Grants. Arts Alpharetta will not be eligible to receive any future grant from the City until the amount of Grant Funds required to be repaid to the City under this Agreement has been paid in full. Additionally, and notwithstanding the foregoing, Arts Alpharetta acknowledges and agrees that the City's early termination of this Agreement due to an event of default may, in the City's discretion, constitute sufficient grounds for denying or rejecting any subsequent proposal or application for a grant from the City.

(d) Interest. Any Grant Funds required to be repaid to the City by Arts Alpharetta must be repaid with interest at the average rate at which the Grant Funds would have earned interest if held by the City, as reasonably determined by the City's Finance Director, which shall accrue from the date of the City's disbursement of the Grant Funds to Arts Alpharetta; provided, however, any amounts which have not been paid by the due dates provided for herein shall accrue interest at an annual rate equal to the bank prime loan rate (as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15) plus three percent (3%) from the date the payment was due until the date the payment is made.

(e) Remedies Cumulative. The foregoing remedies are cumulative of one another and of all other remedies at law or in equity which the City may have.

10. MISCELLANEOUS

(a) Compliance with Law – No Discrimination. In the performance of this Agreement, Arts Alpharetta shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975 (as amended), the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), and any other applicable law which prohibits discrimination on the ground of race, color, religion, sex, age, national origin,

age or disability. In the performance of this Agreement, Arts Alpharetta shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that its agents, contractors, and/or subcontractors comply with same.

(b) Compliance with Illegal Immigration Reform and Enforcement Act. Arts Alpharetta, if providing the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) under this Agreement, shall comply with the requirements of O.C.G.A. § 13-10-91.

(c) Relationship of Parties. Arts Alpharetta shall at all times be acting as an independent contractor of the City and shall not be deemed by virtue of this Agreement to have entered into any agency or employer/employee relationship, partnership, joint venture or other relationship with the City other than as a contracting party and independent contractor. The City is not an agent or representative of Arts Alpharetta, and Arts Alpharetta is not an agent or representative of the City. Arts Alpharetta shall have no authority to contract for or bind the City in any manner. Arts Alpharetta shall be solely responsible for its services performed with respect to this Agreement.

(d) Notices. Any notice required or permitted under this Agreement shall be deemed to have been sufficiently given if hand delivered or sent by certified mail or statutory overnight delivery, return receipt requested, to the other party at the address set forth below:

If to Arts Alpharetta, at the following address:

Arts Alpharetta, Inc.
625 Varina Way
Alpharetta, GA 30022
Attn: Nancy J Murphy

If to the City, at the following address:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers

With a copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Agreement, notice sent by certified mail or statutory overnight delivery shall be deemed given on the next business day following the day same was placed in the United States mail or with U.S.P.S. or a commercial delivery firm for overnight delivery. Notice may also

be given to such other address/representative of a party as has been previously furnished, in writing, by such party for the receipt or giving of notice, with specific reference to this Agreement.

(e) Time is of the Essence. All limitations of time set forth in this Agreement are of the essence.

(f) No Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim or any similar right or claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Agreement may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

(h) Captions. The captions in this Agreement are for convenience and not for use in interpretation.

(i) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and Arts Alpharetta with respect to the matters contained herein, superseding all prior discussions, understandings or agreements between the parties. No term or provision of this Agreement may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(k) Assignment. This Agreement may not be assigned by Arts Alpharetta without the prior written consent of the City.

(l) Governing Law and Venue. This Agreement is executed and shall be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any action arising out of this Agreement shall lie in the appropriate court of Fulton County, Georgia. This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

(m) No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia law.

(n) Publicity Provision. Arts Alpharetta shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Arts Alpharetta agrees to give credit to the City in any advertising or other promotional modality regarding the exhibition, such credit to be given a manner approved by the City. Unless otherwise requested by the City, Arts Alpharetta further agrees to include the following statement (subject to any reasonable modifications requested or approved by the City) in all brochures, news releases, programs, publications and other printed materials regarding the exhibition: "This project is funded by an arts grant from the City of Alpharetta, Georgia."

(o) Renewal; Annual Appropriation. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on the Effective Date, and terminating at midnight on June 30, 2023 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to three (3) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Arts Alpharetta at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term (other than the third renewal term), this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated or no longer available such that the City cannot fulfill its obligations under this Agreement, which determination is at the City's sole discretion and shall be conclusive.

(p) Additional Terms of Arts Alpharetta. The City shall not be bound by any terms and conditions included in any invoice, catalog, brochure, data sheet, or other document provided by Arts Alpharetta which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(q) Presumptions and Interpretations. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

(r) Conflict of Interest. Arts Alpharetta warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Arts Alpharetta, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, contractor, individual or firm, other than a bona fide employee working solely for Arts Alpharetta, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement; provided however, this provision does not encompass Arts Alpharetta's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and recover the full amount of such fee, commission, percentage, gift, or consideration. Further, neither Arts Alpharetta nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of this Agreement.

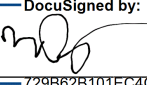
(s) Survival. Any and all provisions of this Agreement creating obligations or requiring acts that extend beyond the term of this Agreement, including, without limitation, the indemnification provisions contained herein, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

IN WITNESS WHEREOF, the City and Arts Alpharetta have each caused this Agreement to be executed and delivered by a duly authorized officer, agent, or official as of the date first written above.

CITY OF ALPHARETTA, GEORGIA

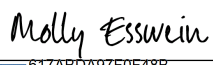
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By: _____
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Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

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Morgan Rodgers, Director of Recreation, Parks & Cultural Services

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APPROVED AS TO FORM:

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Asst. City Attorney

ARTS ALPHARETTA, INC.

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Nancy Murphy, Chairman

EXHIBIT “A”

Description of Project – “MEDLEY: Open Air Art Exhibit”

MEDLEY, meaning a diverse assortment or mixture with reference to composite of sounds is a juried temporary outdoor sculpture art exhibition. This third phase of the Open Air Art Exhibit, formerly known as Miscellany (first phase) and Omnium Gatherum (second phase), will provide temporary outdoor sculptures to be placed in pre-selected sites in Brooke Street Park (City Hall Grounds) along Thompson Street development, and Wills Park.

Scope of Services

The following is a description of the services to be performed by Arts Alpharetta to carry out and complete the Project:

- Arts Alpharetta will recruit artist entries and create an appropriate application process for artists to submit entries;
- Arts Alpharetta will conduct and oversee the selection process for the artwork (sculptures);
- Arts Alpharetta will procure the loans of sculptures from artists, who will each be paid an honorarium for the loan of the sculpture at one of the two payment cycles, as follows: (i) the loan of sculptures provided under the 1st Payment Cycle at installation and the amount of the honorarium will be \$3,000; and (ii) the loan of sculptures provided under the 2nd Payment Cycle at the end of the 2-year loan at de-installation and the amount of the honorarium will be \$3,000.00.
- If not otherwise pre-selected, Arts Alpharetta will identify and select sites for placement of the sculptures in coordination with the City;
- Arts Alpharetta will provide for the installation and removal (de-installation) of the sculptures, including the construction or installation of concrete pads or other bases on which to place the sculptures, by a licensed contractor, and coordinate such installations and removals with the City and artists; and
- Arts Alpharetta will actively co-promote the event to the public.
- Arts Alpharetta will retain the services of
- Arts Alpharetta will be responsible for all costs and expenses associated with the foregoing services, including all fees for the loans of the sculptures and all costs and expenses for the installation/removal of the sculptures.

2024 – 2024 Exhibition Dates and Timeline

The exhibit will run in **one two-year cycle**:

Beginning July 2022; installation (by appointment) begins starting in August 2022 and will run through June 2024; de-installation by appointment will begin June 2024.

Tentative Calendar

Exhibit Cycle

June 6, 2022	RFP issued
June 30, 2022	Final deadline to receive RFP submissions
June 1-8, 2022	Jury period
July 29, 2022	Artists notified via email after Cultural Arts Commission Meeting reviews on July 26
August 1-19, 2022	Delivery/Installation dates (by appointment with Arts Alpharetta exhibition coordinator)
August 2022 – June 2024	Exhibition Dates
June 2024	De-Installation dates (by week-day appointment with Arts Alpharetta exhibition coordinator)

EXHIBIT “B”**FY2023 Public Art - Contract Outdoor Sculpture Exhibit – MEDLEY**

Ordinary Income/Expense

Income

43400 - Direct Public Support

43403 - City Grant: Outdoor Art on Loan \$46,500Total Income \$46,500

Expense

60930 - Dues and Subscriptions **see below \$0

62100 - Contract Services

62115 - Payments to Artists \$30,00062120 Call to Artists (CaFE) \$50062150 Outside Contractors (jurors) \$500**Sub-total** **\$31,000**

62800 - Facilities and Equipment

62850 - Installation Services \$600062860 - De-installation services \$4500**Sub-total** **\$10,500**

6500 - Operations

65060 - Office expenses **see below \$0

65100 - Other types of expenses

65105 - Marketing & Promotional (MailChimp and signage) \$3,500

65110 - Center Promotional Events

65115 - Promotional Events (music) **see below \$065110 - Center Promo Events - other **see below \$065120 - Insurance - Liability D and O \$1,500**Sub-total** **\$5,000**

Reserve

Additional Sculptures, Rental/Purchase, Unanticipated

TOTAL **\$46,500**

EXHIBIT "C"

The following terms and conditions shall be included in any agreement between Arts Alpharetta and an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project:

- A. Representations and Warranties. Artist represents and warrants that:
1. Artist is the sole author and owner of the sculpture and the sole owner of any and all copyrights and other intellectual rights pertaining to the sculpture;
 2. The sculpture is free and clear of any lien, encumbrance, security interest or other claim, of whatever nature, including, but not limited to, any claim or dispute related to the intellectual property rights in the sculpture or parts thereof;
 3. The sculpture will not pose a danger to public property, health or safety in view of the possibility of misuse, if such misuse was reasonably foreseeable;
 4. Foreseeable exposure to the elements and general wear and tear will not cause the sculpture to experience more than nominal damage or to fall below an acceptable standard of public display or safety;
 5. Minor maintenance of this sculpture will maintain the sculpture within an acceptable standard of public display during the term of the loan;
 6. The installation and removal of the sculpture will not unacceptably damage or alter the sculpture;
 7. Artist shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery of the sculpture;
 8. Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted to City;
 9. The sculpture will be free from defective or inferior materials and workmanship, including any defects consisting of inherent vice, or qualities that cause or accelerate deterioration of the sculpture; and
 10. The sculpture and the materials used in same are not currently known to pose a danger or be harmful to public health and safety.

Artist acknowledges that the foregoing representations and warranties will be relied upon by the City and are being made and given in connection with and for purpose of the City approving the placement of the sculpture on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest ("City Property").

Removal of Sculpture. Artist acknowledges and agrees that the City is not responsible for the maintenance or repair of the sculpture during the term of the loan. Artist expressly authorizes the City and Arts Alpharetta, and their respective agents, contractors or subcontractors, to install the sculpture following its delivery to City Property and to remove the sculpture within a reasonable time following the completion of the exhibition, acknowledging that only routine precautions will be taken to minimize alteration of the sculpture during installation and removal. If efforts to return the sculpture to Arts Alpharetta or the artist within a reasonable period following the completion of the exhibition are unsuccessful, then the sculpture will be removed, stored and maintained by the City at the artist's or owner's expense for a maximum of two (2) years. If the sculpture has not been claimed by the artist within one (1) year, then in consideration of the City's storage of the sculpture, the artist or owner shall be deemed to have made the sculpture an unrestricted gift to the City. Notwithstanding any other provision to the contrary, artist acknowledges that the City has sole discretion as to whether, how long, and where a sculpture will be exhibited on City Property. Nothing shall preclude any right of the City to: (a) move the sculpture to a different site; (b) temporarily store the sculpture; or (c) remove the sculpture from public display prior to the termination of the exhibition. Without limiting the City's rights provided hereunder, should disaster, accident, emergency, or any other condition render the continued presence of the sculpture or structure to which it is affixed a hazard, the City shall have the right to remove the sculpture as to alleviate the hazardous situation without making prior notification to the artist or obtaining the artist's consent.

(3) VARA Waiver. With respect to the sculpture, artist waives any and all claims, arising at any time and under any circumstances, against the City, its officers, agents, employees, successors and assigns under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art, including any claim arising out of or related to the alteration of the sculpture. Notwithstanding the foregoing, if the City alters the sculpture or work of art without the artist's prior consent in a manner that is prejudicial to the artist's reputation, the artist retains the right to disclaim authorship of the work of art in accordance with 17 U.S.C.

§106A(a)(2). Artist acknowledges and agrees that the City has no obligation to pursue claims against third parties to remedy or prevent any alteration of the sculpture. As used herein, to "alter" means, with respect to the sculpture, to repair, modify, remove, relocate, allow to deteriorate, dispose of, distort, mutilate, deface, or destroy, and "alteration" means the alteration, repair, modification, removal, relocation, deterioration, disposal, distortion, mutilation, defacement, or destruction of the sculpture.

- D. City's Intellectual Property License. Artist hereby grants to the City, including the City's agents, authorized contractors and assigns, and to Arts Alpharetta an unlimited, non-exclusive and irrevocable license to do the following with respect to the sculpture:
1. *Use and Display.* The City may use and display the sculpture for the term of the loan.
 2. *Reproduction and Distribution.* The City may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the sculpture in connection with any City-related purpose, including advertising and promotion, such as on or in educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Such reproductions of the sculpture created by the City shall contain a credit to the artist.
 3. *Third Party Infringement.* The City is not responsible for any third-party infringement of any copyright to the sculpture held by the artist, nor is the City responsible for protecting the intellectual property rights of the artist.
 4. *Filming of Sculpture.* The artist understands and acknowledges that the City, pursuant to applicable local laws, regulations, and policies, often issues film permits to persons and entities wishing to film in the City of Alpharetta, whether still, motion picture, or otherwise. Notwithstanding any other provision to the contrary, the artist recognizes and permits the City to issue such permits to persons and entities, to include the sculpture and surrounding site, and the artist holds the City harmless therefore. The artist will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the sculpture.
- B. Property Insurance. Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years from installation date) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars (\$50,000.00). The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion;

however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. In the event of any physical loss or damage to the sculpture or any alteration of the sculpture by the City without the artist's consent, the artist's sole and exclusive remedies shall be limited to the amount payable by insurance secured by the City in accordance with the foregoing provisions and the exercise of artist's right to disclaim authorship of the sculpture in accordance with 17 U.S.C. §106A(a)(2), and in no event will the City be liable to artist for any damages in excess of the amount of any insurance recovery from the City's insurance policy or for any loss or damage due to causes excluded from coverage under such policy. Artist further agrees that in no event will the City be liable to artist for any special, incidental, punitive, indirect, or consequential damages, including, without limitation, loss of profits or lost business. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought.

Indemnification. Artist shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to the artist's or its officers', agents', employees' or subcontractors' performance or non-performance of the services required hereunder or failure to comply with any of the obligations contained herein, including, but not limited to, (a) any Claim for personal injury or property damage caused, directly or indirectly, by any act or omission of artist and/or artist's agents, employees, or subcontractors, (b) any Claim for infringement of patent, copyright, trademark, trade secret or other proprietary right, or (c) any Claim for infringement of artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with the preceding Section or to any Claim caused by the sole negligence or willful misconduct of the City.



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kim Z. Manning

Meeting Date: February 27, 2024

AGENDA ITEM:

Cultural Services Division Monthly Report - February 2024

Report on the latest updates, projects, events, and/or initiatives from the Cultural Services Division of the Recreation, Parks & Cultural Services Department.

STAFF RECOMMENDATION:

This report is presented for the Cultural Arts Commission discussion and information purposes. No vote or formal action is requested at this time.

ITEM DESCRIPTION:

MONTHLY HIGHLIGHTS:

- Public Art in Parks - "Alpharetta Greenway Mural Trail"– Mayor Proclamation for Rotary of North Fulton & Cultural Arts Commission Artist Recognition
- Play Me Again Pianos – Cogburn Park Piano Unveiling
- Girls On Fire Exhibit – Community Gallery at Alpharetta City Hall on Jan 20
- Earthbound Gallery Reception – Alpharetta Arts Center Gallery on Jan 27
- New – 2024 Arts & Culture Spring Guide

MONTHLY INITIATIVES:

- Alpharetta Black History Month Hi-lights

CULTURAL ARTS COMMISSION Q & A:

- There were no questions posed by the Cultural Arts Commission at the last meeting that warranted a follow-up response from staff.

MONTHLY HAPPENINGS:

- *Arts & Culture Online Calendar* <https://www.alpharetta.ga.us/government/departments/recreation-parks/cultural-services>
- *Alpharetta Music City -- Live Music Calendar* <https://www.awesomealpharetta.com/calendar/category/alpharetta-music-city-live-music/>
- *Earthbound* Gallery Exhibit / Alpharetta Arts Center now through March 9
- *Girls on Fire* Gallery Exhibit in coordination with Alpharetta Symphony Orchestra / Community Gallery in Alpharetta City Hall now through March 1
- *Music Match Performance* – Musician Frank Houston / Colletta / Feb 27 at 7pm
- Studio Gallery Exhibit: Artists Broderick Hester / Alpharetta Arts Center now through March 5
- *The Ruby Sunrise* presented by ACT1 Community Theater / Alpharetta Methodist Church / March 8 – 24 / Tickets <https://act1theater.simplivetix.com/>
- *Travel Blog Concert* presented by Alpharetta Symphony Youth Orchestra / Preston Ridge Community Center / March 10 at 5:30pm
- *The Art of Movement* Gallery Exhibit / Alpharetta Arts Center / March 3 – May 4 / Opening Exhibit Reception on March 16 at 5pm

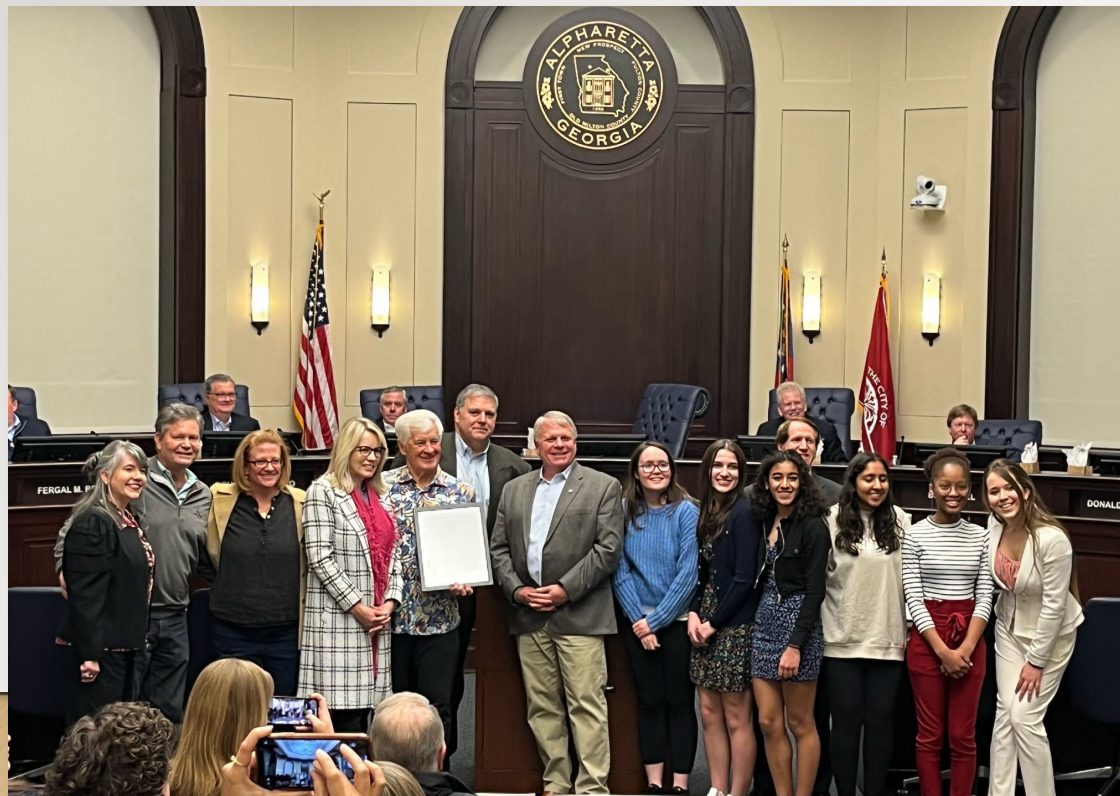
ATTACHMENTS:

1. Cultural Services Presentation - February 2024

Alpharetta
Cultural Arts Commission
Cultural Services
February 2024



Alpharetta Greenway Mural Trail



Appen Media

December 8, 2023 · 🌐

The Cultural Arts Commission recognized nine Alpharetta and Milton high school students for their work on the North Fulton Rotary Club's Greenway Mural Trail Dec. 5.



APPENMEDIA.COM

Alpharetta recognizes students for Greenway mural

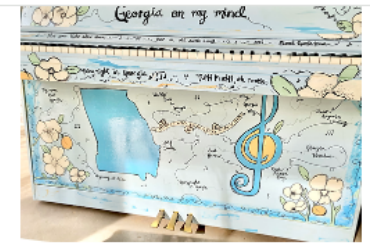


"Georgia" Piano Songs

Listed in alphabetical order

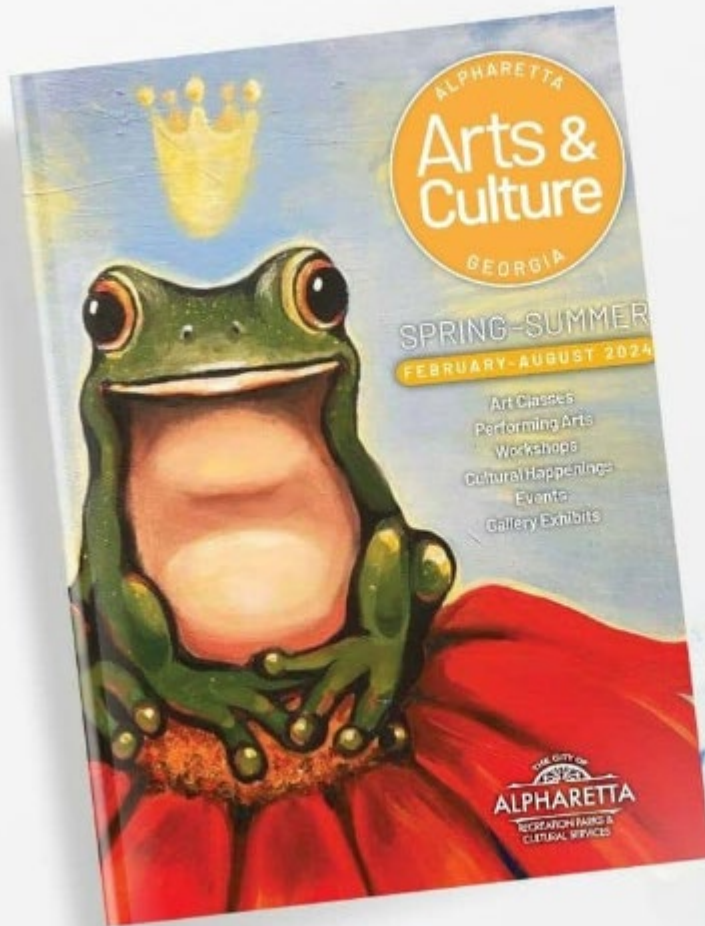
"Georgia on my mind" - Ray Charles

"Ain't life grand" - Widespread Panic
 "Accentuate the positive" - Johnny Mercer
 "Be young, be foolish, be happy" - The Tams
 "Bring 'em out, Bring 'em out" - T.I.
 "Closer I am to fine" - Indigo Girls
 "Dirty south" - Goodie boy featuring Big Boi
 "Don't go chasing waterfalls" - TLC
 "East Atlanta Day" - Gucci Mane
 "Forget You" - CeeLo Green
 "GA Peaches" - Lynyrd Skynyrd
 "Gotta let your soul shine" - The Allman Brothers Band
 "Love Shack" - B52's
 "Highway 20" - Zac Brown Band
 "Heaven let your light shine down" - Collective Soul
 "I been to Georgia on a fast train" - Billy Joe Shaver
 "I wanna see the dance you call the black bottom" - Jelly Roll Morton
 "I was born a ramblin' man" - The Allman Brothers Band
 "I've got you under my skin" - Johnny Mercer
 "In the A" - Big Boi
 "Little bit of chicken fried" - Zac Brown Band
 "Lonely night in Georgia" - Brook Benton
 "Moon river" - Johnny Mercer
 "My baby don't mess around because she loves me so" - Outkast
 "My kinda party" - Jason Aldean
 "Oh, Atlanta" - Alison Krauss and Union Station
 "On that midnight train to Georgia" - Gladys Knight and the Pips
 "Peace up, A-town down" - Ludacris
 "Rainy night in Georgia" - Tony Joe White
 "Shiny, happy people holding hands" - REM
 "Sitting at the Dock of the Bay" - Otis Redding
 "Soul brother" - Bobby Womack
 "Sweet August darlin'" - Tony Joe White
 "Sweet GA Brown" - Brother Bones and His Shadows
 "Sweet Nothin'" - Brenda Lee
 "The devil went down to Georgia" - The Charlie Daniels Band
 "The moon over Georgia" - Shenandoah
 "The older I get, the more thankful I feel" - Alan Jackson
 "The tracks of my tears" - Smokey Robinson
 "Way down yonder on the Chattahoochee" - Alan Jackson
 "Welcome to Atlanta where the playas play" - Ludacris
 "Why Georgia Why" - John Mayer
 "With yo bad self" - James Brown



Opening reception tonight for Girls on Fire, a collaboration of Art and Music with [@alpharettasympphony](#) @remerge.artistcollective [@arts_alpharetta](#) ..Join us tonight as we celebrate women in the arts! Community Gallery at City Hall, 5-6:30. Live music, light food & beverage, and artwork available for purchase!!





ADULT CERAMIC WORKSHOPS



BEGINNER MOSAIC WORKSHOP with Libby
Learn the basics of cutting, shaping, and arranging glass to create a mosaic design, then grout your piece to finish!

AGE: 16+
FEE: \$20 supply fee payable to the instructor on the first day of class.
COST: \$40 Resident / \$60 Non-Resident

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 23	Sat	1-4pm	32067

CERAMIC/HANDBUILDING WORKSHOP with Rosita Czekala
Students will make a different seasonal ceramic art project. This workshop is perfect for all skill levels. We will come back in 3 weeks to glaze.

AGE: 16+
COST: \$100 Resident / \$150 Non-Resident
FEE: \$20 supply fee payable to the instructor on the first day of class

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 23	Sat	11am-3pm	32004
Apr 20	Sat	11am-3pm	32005
Aug 10	Sat	11am-3pm	32009

MOLD MAKING with Rosita Czekala
In this two-day workshop, we will life-cast our faces with skin-safe, life-casting silicone rubber. You will then have a rubber mold that you can press clay into, to form the face in clay. You can make a mask to hang on the wall or make a head from the mold. You will be able to use the mold repeatedly. The process of silicone and plaster on the face will be approximately 30 min. If you're claustrophobic this might cause a little discomfort.

AGE: 16+
COST: \$225 Resident / \$337.50 Non-Resident

DATE:	DAY:	TIME:	ACTIVITY #:
Feb 10-11	Sat-Sun	11am-3pm	32002

OPEN STUDIO

PAINTER'S OPEN STUDIO: ALL MEDIA with June Oros
Looking for a creative environment to work on your projects and be creative with fellow artists? We are now offering an open studio for painters of all media. Students will work alongside June Oros, who will monitor the studio sessions and be available if needed. Open studio is not an instructor-led class.

AGE: 16+
COST: \$45 Resident / \$67.50 Non-Resident

DATE:	DAY:	TIME:	ACTIVITY #:
Feb 21-Mar 27	Wed	1-3:30pm	31570
Apr 10-May 15	Wed	1-3:30pm	31571

OPEN STUDIO (FOR EXISTING CLAY STUDENTS)
Join us for Open Studio (for existing clay students only). This is a time to finish work started in class and gives students an opportunity to practice skills learned in class. This time is not intended as a free time to start new work/projects. There will be no formal instruction, but instructor/volunteer will be present to answer simple questions and assist in keeping the environment safe and organized.

AGE: 18+
COST: Free to currently enrolled clay students

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 1-May 24 (Skip 4/5)	Fri	9am-2pm	
Mar 5-May 21 (Skip 4/2)	Tue	3-6pm	
Aug 9-Aug 30	Fri	9am-2pm	
Mar 9-Jul 13	Sat	10:30am-3:30pm	
		(2nd Sat of the month)	



YOUTH & TEEN PERFORMING ARTS

SELF-EXPRESSION SONGWRITING CLASS with A Time to Create
In this songwriting class, participants will discover the art of expressing their emotions and feelings through the creation of unique songs. This class empowers them to articulate their feelings rather than suppressing them or reacting negatively. Additionally, they will acquire valuable skills including personal growth, self-assurance, and self-awareness.

AGE: 7-13
COST: \$250 Resident / \$345 Non-Resident
FEE: \$10 supply fee payable to the instructor on the first day of class

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 5-Apr 16 (Skip 4/2)	Tue	3-4:15pm	32023

SONGWRITING- ENRICHMENT BEYOND THE CLASSROOM A Time to Create
This class will work to transfer emotions into inspirational creative songs that help build confidence and personal development while helping generations to come.

AGE: 7-13
COST: \$190 Resident / \$285 Non-Resident
FEE: \$10 supply fee payable to the instructor on the first day of class

DATE:	DAY:	TIME:	ACTIVITY #:
Apr 23-May 21	Tue	3-4:15pm	32026
Jul 20-Aug 17	Sat	10:30-11:45am	32027

ADAPTIVE ARTS

ADAPTIVE PHYSIO JAZZ with Sideways Dance Company
The Physio Jazz program is dedicated to giving everyone an opportunity to dance. Class is offered for its participants and to help individuals with developmental disabilities work on muscle tone, balance, and coordination. The class also increases opportunities for social interaction and promotes awareness about the benefits of dance for all people – regardless of their abilities or disabilities. The class is meant to be a way for students to increase their dance and coordination skills to the highest possible level.

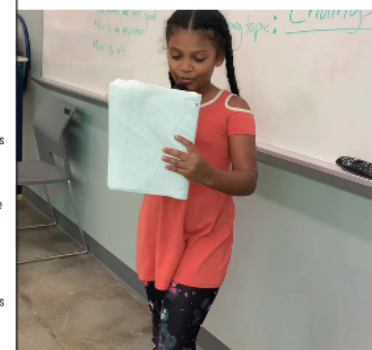
AGE: 8+
COST: Free (Pre-registration required)

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 9	Sat	11:30am-12:30pm	32041
Apr 20	Sat	11:30am-12:30pm	32042
May 18	Sat	11:30am-12:30pm	32043
Jun 1	Sat	11:30am-12:30pm	32044
Aug 3	Sat	11:30am-12:30pm	32045

ADAPTIVE ART with Lionheart Works
Art class using a variety of mediums geared specifically towards young adults with autism and other neurodevelopmental differences.

AGE: 16+
COST: Free (Pre-registration required)

DATE:	DAY:	TIME:	ACTIVITY #:
Mar 7-Mar 28	Thu	1:30-2:30pm	32034
June 6-June 27	Thu	1:30-2:30pm	32035



FREE Jammin Concert Each Month!

2nd Annual

Eclectic Lawn

summer concert series

FRIDAY NIGHTS, 7-9:30pm

June 14 • July 12 • Aug 9

Enjoy a mixed bag of groovy, live music.
Bring your picnic blankets, chairs and snacks.

ALPHARETTA ARTS CENTER
FOR MORE INFO GO TO: ALPHARETTA.GA.US/ARTS-CULTURE
678.297.6135

ALPHARETTA ARTS CENTER

CELEBRATING

BLACK

HISTORY

MONTH

FEB 2024 SCHEDULE

FREE

ALL AGES - DROP IN

6 TUE

4-6PM

7 WED

10:30AM-12:30PM

14 WED

10:30AM-12:30PM

17 SAT

10:30AM-1:30PM

21 WED

10:30AM-12:30PM

28 WED

10:30AM-12:30PM

ALPHARETTA ARTS CENTER

CREATE YOUR OWN AFRICAN MASK

CELEBRATE VALENTINES WITH BLACK HISTORY MONTH ART

BHM COMMUNITY ART GARDEN PROJECT

CHALK-A-THON

CREATING SILHOUETTES INSPIRED BY KARA ELIZABETH WALKER

ART STUDIO - on the GO

THE CITY OF

ALPHARETTA

ARTS CENTER

AL

alpharettaartscenter

@alpharettaartscenter • 2 days ago

Celebrate this month with Art Studio on the go go! Alpharetta Arts Center offers free art activities for everyone this month, so be sure to check them out and get creative. Whether you're a seasoned artist or just looking to try something new, there's something for everyone to enjoy. Get ready to unleash your inner artist and have some fun!

Location: Alpharetta Arts Center

· Drop-in Art Studio on the Go Go at Alpharetta Arts Center, Free for all.

o Feb 6- Creating Silhouettes inspired by Kara Elizabeth Walker Tue, 4-6 pm

o Feb 7 -Create your own African Mask Wed, 10:30 am-12:30 pm

o Feb 14- Celebrate Valentines with Black History Month Art Wed, 10:30 am-12:30 pm

o Feb 17- CHALK-A-THON (Weather permitting) Sat, 10:30 am-1:30 pm

o Feb 21- BHM Community Art Garden project Wed, 10:30 am-12:30 pm

o Feb 28- BHM Community Art Garden project Wed, 10:30 am-12:30 pm

Come, participate, and celebrate this month with art. 🎨

f x in

Instagram

Page 61 of 67





CELEBRATING
BLACK
HISTORY
MONTH

ALPHARETTA
ARTS CENTER

Arts & Culture

FEB 24
SAT
11 AM - 12 PM

**OUR HISTORY, OUR VOICES:
EMPOWERING THE NEXT GENERATION
OF BLACK STORYTELLERS,
#32604**

14+ YEARS

FREE

NO FEE: REGISTRATION REQUIRED

ALPHARETTAARTSCENTER
@alpharettaartscenter • 5 hours ago

Are you a storyteller and need more insights and inspiration for your current project? Join our free workshop: Registration Required

Our History, Our Voices with Ashley King
#32604

Amplify the African American voice in 'Our History, Our Voices: Empowering Black Storytellers. Discover the art of storytelling, learn book writing and publishing, and contribute to a powerful collective legacy. Empower your community with the power of your words and connect with fellow advocates. Join us in celebrating African American heritage and become a vital voice in preserving our history.

Students are encouraged to bring a notebook or laptop to take notes. If students would like a workbook that walks them through the steps of self-publishing.

Feb 24, 2024
Sat 11:00 AM - Noon
Ages 14+

Link in Bio

f x in Instagram

SHARE YOUR MEMORIES OF LIFE IN ALPHARETTA



CELEBRATING
**BLACK
HISTORY
MONTH**



alpharettaartscenter

@alpharettaartscenter • 5 days ago



The City of Alpharetta, in partnership with the Alpharetta & Old Milton County Historical Society, is requesting loaned documents, copies of photos, and general historical information for an upcoming documentary. We plan to share the Bailey-Johnson School & Community story, an essential part of Alpharetta's history.

An excerpt from the school's future historical marker reads: "In 1950, Bailey-Johnson School opened as the Alpharetta Colored School to serve African American students in grades 1 through 12 from Sandy Springs northward. Before the opening of this new school, African American students in north Fulton who wished to attend high school had to enroll in Atlanta City Schools at their own expense. When Bailey-Johnson School closed on this site in May 1967, segregation officially ended in north Fulton's public schools."

If you'd like to share information about the school or community, please contact the Cultural Services Division at arts-culture@alpharett.ga.us.

@arts_alpharetta @alpharettaparks



Instagram



Live Music Match
ALPHARETTA MUSIC CITY

TRUCK & TAP
FOOD TRUCKS • CRAFT BEER

Riley Dennis
Thurs, Feb 8 | 8-10 pm

CELEBRATING
BLACK
HISTORY
MONTH

ALPHARETTA
FULTON COUNTY
ARTS & CULTURE
ALPHARETTA
CONVENTION & VISITOR BUREAU



Live Music Match
ALPHARETTA MUSIC CITY

H
THE HAMILTON
ALPHARETTA, GA

Sun, Feb 11 | 12-2 pm
B. Courtland Saxon

CELEBRATING
BLACK
HISTORY
MONTH

ALPHARETTA
FULTON COUNTY
ARTS & CULTURE
ALPHARETTA
CONVENTION & VISITOR BUREAU

Live Music Match
ALPHARETTA MUSIC CITY

Colletta
ITALIAN FOOD & WINE





ALPHARETTA SOULTan EXPERIENCE

ENJOY A NIGHT OF 70S & 80S MUSIC ON THE SOUL TRAIN
LINE WITH A SPECIAL TRIBUTE TO DON CORNELIUS IN
CELEBRATION OF BLACK HISTORY MONTH!

ATTIRE: DRESS TO IMPRESS

Aaron Johnson
Producer/Director
ALSO LONG

Earl Hines
Former Las Vegas
Soul Train, BET, Video Soul

Special Tribute
Don Cornelius

Dr. Alan Hoffman

Anthony Corsey

ALPHABETA 100

Stephen Love

FEBRUARY 24 **ALPHARETTA ARTS CENTER**
258 CANTON ST
ALPHARETTA, GA 30009 **6:00 - 8:00PM**

Honoring Black History

AFRO-LATIN SOUNDS

WITH

THE KT COLLABORATIVE

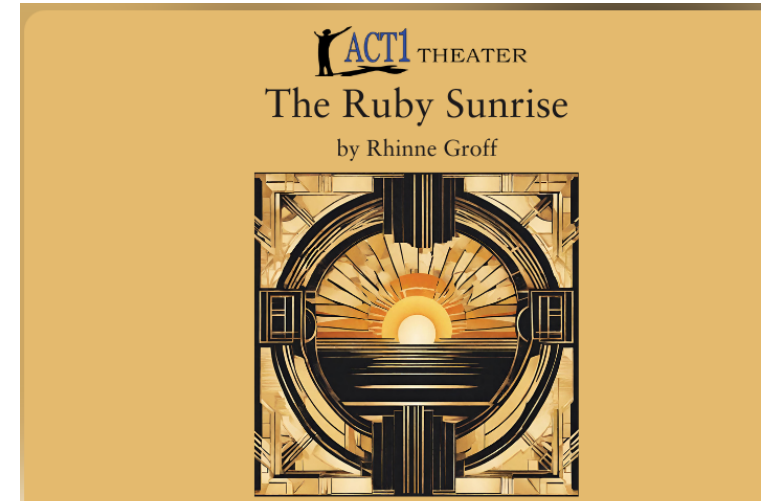
FEATURING MYRNA CLAYTON

FREE TO THE PUBLIC

Fri. February 23 at 7:30pm

at the **Alpharetta Art Center**

The evening will consist of a cross-genre presentation of Afro-Latin,
Brazilian Music & Vocals. Percussive and various rhythmic styles.



[Description](#) [Location](#) [About The Host](#)

Description

Setting off from a farm in Indiana as a young girl named Ruby struggles to turn her dream of the first electrical television system into a reality, and jumping forward to a McCarthy-era New York TV studio where Ruby's heirs fight over how her story should be told, *THE RUBY SUNRISE* charts the course of the phenomenon of television: from early idealism and sparks of genius, to promises fulfilled and compromises brokered, and beyond.