



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Michael Starling, Director of Economic Development

**Date:** 7/26/2021

**Subject:** **Art Easement – 5339 Chamblee Dunwoody Road**

---

### **BACKGROUND**

The Public Art Ordinance requires an Art Easement between the City of Dunwoody and the Property Owner where the Art will be installed. In this case, the Property Owner is the Dunwoody Public Facilities Authority who approved the installation of the Proposed Mural at the February 8, 2021 Public Facilities Authority Meeting.

The Art Commission Approved the Mural on July 21, 2021.

### **RECOMMENDED ACTION**

Staff respectfully requests Mayor and Council to approve the Art Easement at 5339 Chamblee Dunwoody Road between the City of Dunwoody and the Dunwoody Public Facilities Authority.

After recording return to:

## ART EASEMENT

THIS AGREEMENT, effective on 7/26/2021 (month/day/year), is between the **Dunwoody Public Facilities Authority** ("Grantor"), and the City of Dunwoody, a Georgia municipal corporation ("City").

## RECITALS

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

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

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

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

2. Term of Easement. This easement shall be for a period of 1 Year years from the date of execution. Unless terminated as provided in section 3, below, the easement shall automatically renew thereafter, and shall remain in full force and effect unless and until terminated.

3. Termination.

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

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

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

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

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

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

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

City of Dunwoody

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

Grantor (name and mailing address)

Dunwoody Public Facilities Authority  
Attn: City Manager  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

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

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

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

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

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

**GRANTOR**

By:

**"NAME OF GRANTOR REPRESENTATIVE"**

(print name of grantor representative)

(print title of grantor representative)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20 by  
 \_\_\_\_\_ as \_\_\_\_\_ of the Grantor.

\_\_\_\_\_  
 Notary Public – State of \_\_\_\_\_

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

**CITY OF DUNWOODY**

By:

(print name of city representative)

(print title of city representative)



**EXHIBIT B – DESCRIPTION OF ART WORK**

Mosaic on Wall

Titled – Community Mosaic Project – 2021

Artist – Julie Mazzoni



## Public Art Implementation Application

Artist Information			
Artist Name:	Julie Mazzoni		
Address/Location:	3926 Vineyard Trail		
Telephone Number:	678-502-0497		
City:	Monetta	State:	GA Zip: 30062
Email:	mazztrout@yahoo.com	Website:	http://mazzonimosaics.webs.com
Applicant Contact Information			
Applicant's Name:	Alan Mothner		
Developer/Owner/Agent's Name (if different):	Sprill Center for the Arts / City of Dunwoody		
Telephone Number:	770 394 3447		
Address:	5339 Chamblee Dunwoody Rd		
City:	Dunwoody	State:	GA Zip: 30338
Email:	amothner@sprillworks.org		

The following items must be submitted with this application.

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

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

Signed \_\_\_\_\_

Date: 6/11/21

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

**Steps:**

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

*Step 2: Review Process*

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

*Step 3: Decision and Follow-Up*

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

---

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

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

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

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



## Addendum 1 – Public Art Ordinance

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

Excerpt:

FROM CITY OF DUNWOODY ORDINANCE 2020-XX-XX

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

#### Chapter 29. Public Art.

##### Sec. 29-1. Definitions.

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

**Julie Mazzoni**

3926 Vinyard Trace

Marietta, GA 30062

678-502-0487

[mazztroop@yahoo.com](mailto:mazztroop@yahoo.com)[www.mazzonimosaics.webs.com](http://www.mazzonimosaics.webs.com)**Education** Bachelor of Architecture, Kansas State University**Professional Affiliations**

Atlanta Mosaic Art Guild (AMAG) Founder, President 2019-present

Atlanta Glass Art Guild (AGAG)

Society of American Mosaic Artists (SAMA)

Contemporary Mosaic Artists 2 (CMA2)

Atlanta Artist Center (AAC) Board Member 2016-2018

North Cobb Arts League (NCAL)

**Community Lectures**March 2021 – *Malmischiato, Transformation* talk for Atlanta Glass Art Guild.May 2020-present – *Putting It Together with Julie Mazzoni* vlog series.October 2019 – *His Gifts* Community workshop, Christ Lutheran Church.March 2019 – *Mosaic Basics Talk and Demo* for Atlanta Glass Art GuildAug. 2018 – *Why Mosaics? Presentation* at Sewell Mill Cultural Center

May 2018 – Peacock Community Mosaic unveiling at The Art Place, Marietta, GA.

July 2017 – Studio Tour at Mazzoni Mosaics, Marietta, GA.

May 2015 – *Crash Course in Mosaics* presentation at Atlanta Artists Center, Atlanta, GAJanuary 2015 – *Crash Course in Mosaics* presentation at Marietta/Cobb Museum of Art, Marietta, GA.**Solo Exhibits**

July 2021 – Solo exhibit, Sewell Mill Cultural Center, Marietta, GA.

April-June 2020– Solo exhibit with 90+ works, The Driveway Gallery, Marietta, GA.

August 2018 – *Splendid Pieces* solo exhibit, Sewell Mill Cultural Center, Marietta, GA.

August 2014 – Solo exhibit, East Cobb Library, Marietta, GA.

**Recent Group Exhibits**December 2020 – *Forsythia, Posiedon's Dream*, AAC's The Art of Modern Life Exhibit, Colony Square, Atlanta, GA.September 2020- *Nymphaea*, **Winner** 1<sup>st</sup> Place, AMAG Piecing It Together Exhibit, Sewell Mill Cultural Center, Marietta, GA.June-September 2020- *Poseidon's Dream*, Metro Montage XX, Marietta/Cobb Museum of Art, Marietta, GA.May-June 2020- *Manna*, Decatur Fine Arts Online Exhibition.May 2020 - *Communicable* - group art project in response to COVID-19.January-Aug. 2020, *The Lesson*, W Hotel Midtown exhibit, Atlanta, GA.September 2019, *Regium* SAMA's 100 Moments Exhibit, at Navy Pier SOFA and Tuscon, AZ.July 2019 – *Spring Fever*, Metro Montage XIX, Marietta/Cobb Museum of Art.



June 2019 – *Natalia*- **Winner** 1<sup>st</sup> Place 2-D and Purchase Award, *Of the Garden and Lost* accepted in the Student & Faculty Juried Exhibit at Spruill Gallery, Dunwoody, GA.  
 May 2019 – Spring Fever -**Winner** 1<sup>st</sup> Place, Blooming Time exhibit, The Art Place Mountain View, Marietta, GA.  
 April 2019 – *Holiday*, SAMA salon, Nashville, TN.  
 March 2019 – *Sunrise at Ormond*, Atlanta Chapter of Ikebana International in East Meets West- Art in Bloom Exhibit, Grandview Avenue Gallery, Atlanta, GA.  
 Feb. 2019 – *Peony* and *Summer Gardenia* accepted in Synchronicity exhibit at Grandview Avenue Gallery, Atlanta, GA.  
 Sept. 2018-March 2019 – *Manna* and *The Flood*, Mosaic Passover Story III at The Museum of Biblical Art, Dallas, TX.  
 March-May 2019 – *Natalia*, ArtFields exhibit, Trax Visual Art Center, Lake City, SC.  
 March-April 2019 – *Fire & Sand* exhibit at Art House with Atlanta Glass Art Guild.  
 Jan.-May 2019 – *Posiedon's Dream* accepted in Mosaic Arts International exhibit at The Parthenon Museum, Nashville, TN.  
 Jan. 2019 – *Everything Will Be OK* (purchase award), *Tres Parajos*, and *Garden Sun* accepted in Everything Will Be OK exhibit, Spruill Center for the Arts.  
 Dec. 2018 – *Natalia* **Winner** 2<sup>nd</sup> Place and *Roses at Gibbs*, Out and About exhibit with Atlanta Artists Center, Sewell Mill Cultural Center.  
 June 2018 – Two Artist exhibit, *Mazzoni + Barnes* at The Art Place Mountain View, Marietta, GA.  
 Feb. 2018 – *Winter at Grandview* invitational exhibit at Marquis One, Atlanta, GA.  
 Jan. – May 2018 – *Summer at the Creek* accepted in *The Art of Georgia* exhibit in the executive suite at the Georgia State Capitol building.

## News/Publications

April 2021, Interview in *Voyage ATL* online magazine.  
 May 2020, Feature in Shout Out Atlanta! Online magazine.  
 January 2018, Feature in *Voyage ATL* online magazine.  
 April 2018, Feature in *Behind the Scenes: Markay Gallery*.  
 April 2017, *Art Business Institute* Profile.

## Commissions

April 2021 Private Commission, *Spring Fever II*  
 May 2020 Private Commission, *Dragonfly*  
 May 2020 Private Commission, Pet Portrait “Nutello and Melosa”  
 February 2020 Private Commission, *Spencer*  
 October 2019 Public Commission, *His Gifts*, Christ Lutheran Church  
 September 2019 Private Commission, *Big Heart Backsplash*  
 July 2019 Private Design Commission, *Wall Fireplace Surround*  
 May 2018 Private Commission, *Our Lady of Guadalupe Shrines*  
 2016-2018 Public Commission, *Mountain View Arts Alliance, Eight Memorial Stones*  
 March-June 2015 Private Commission, *Wilson residence, “Oak Pond”*  
 May 2014 Private Commission, *Bors Law*  
 March 2013 Private Commission, *Marsh Kitchen backsplash*  
 May 2012 Private Commission, *Chloe and Kobe*  
 March 2012 Private Commission, *Interpretation of the Kiss by Klimt*  
 Sept. 2011 Private Commission, *Catholic Home Alliance of North GA Home Educators, Holy Family II mosaic for ArchBishop Gregory*.



## Community Mandala Mosaic Project

### Area Location

Spruill Center for the Arts, Rear entry brick wall



### Project Description

Led by mosaic artist Julie Mazzoni, Spruill Center for the Arts will be hosting 6 classes for the community participate in to create a series of round mandalas as part of the aesthetic enhancements at the North DeKalb Cultural Arts Center. This project is designed to bring the community into the process to create public art, adding to the cultural fabric of Dunwoody. The six classes will be offered twice daily on August 21, August 28, and September 4 and already has 30 students from the community enrolled to participate.

### Alignment with Arts Commission Goals:

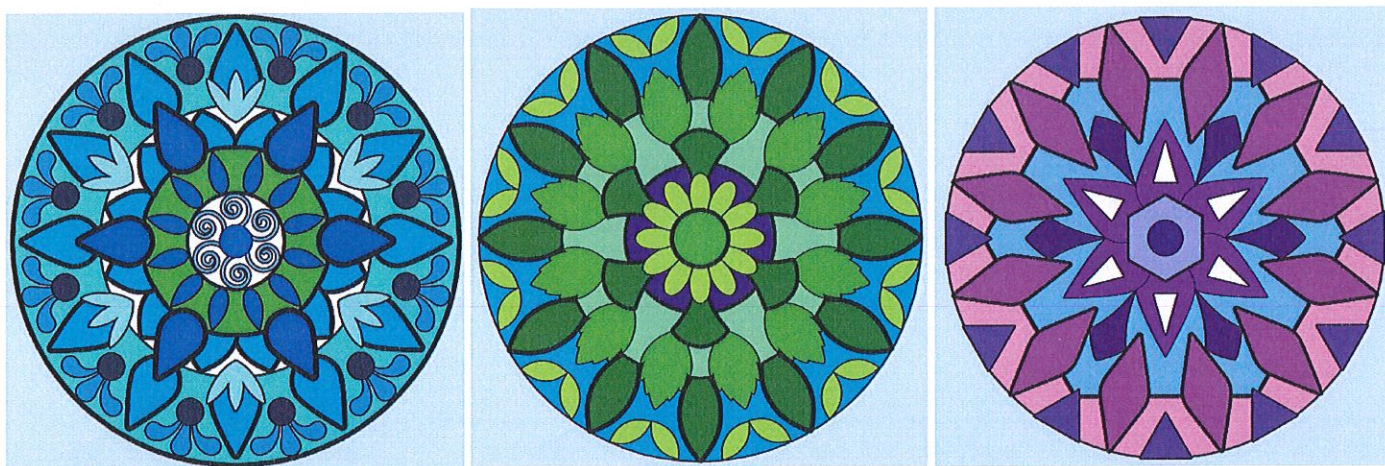
- Improve the city's visual appearance, especially places where people gather, landmarks and infrastructure – Clearly, these artistic mandalas will improve the visual appearance of one of the city's buildings.
- Enhance connectivity — physical, social and cultural. Because the project is community based, it provides a platform for social and cultural understanding.
- Create a place that is active, fun, vibrant, livable, engaging and explorable — a place where families want to live, where employees plan to stay after work, and where everyone wants to visit because they know they can find something interesting. The mandalas provide a vibrant, artistic enhancement to an otherwise drab gathering area in the community.
- Create a sense of pride and welcoming. —Participants will develop a sense of pride and ownership of their creation while visitors will be welcomed with this new art. Each week, more than 1,000 students pass through the doors of Spruill



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

- Dunwoody is a place where people work together to make the community better. This is the exact intent of the project and the basis of its formation.
- Dunwoody is diverse. The 30 participants already enrolled represent a diverse intersection of our community's population.
- Dunwoody is place where family and neighborhood are at the center. This all ages project will allow for adults and children to interact together, fostering familial, neighborhood, and city-wide collaborations.

### Project Designs



### Sample Photos from Past Projects





