



Winston-Salem

CITY OF WINSTON-SALEM
APPLICATION FOR STREET OR SIDEWALK MURAL
PURSUANT TO SECTION 74-16 OF THE CITY CODE

The City of Winston-Salem has full and final approval authority over the mural applications that it wishes to adopt as its own speech. The City of Winston-Salem has the ultimate control over the message conveyed in a mural application and may reject or alter the message as it deems fit. In endorsing and approving a street or sidewalk mural, the City of Winston-Salem is engaging in government speech, and not opening a public forum for free speech activity.

Applicant Name: WSJFC Public Art Commission, Elizabeth Coyne and Sarah Snider

Applicant Address: 100 E. First Street, PO Box 2511, Winston-Salem, NC 27102

Proposed Location: Intersection of Hawthorne Road and Northwest Boulevard

Phone Number: 336-727-2421 (Day) _____ (Evening)

Email Address: ericap@CITYOFWS.ORG

1. Mural Type and Description. (Please describe in detail all aspects of the proposed mural. Please attach a photo/drawing with dimensions of proposed mural.)

Community activists and artists, Elizabeth Coyne and Sarah Snider, have proposed an artwork for the intersection of Northwest Boulevard and North Hawthorne Road, in front of Wiley Middle School. The proposed artwork was created in response to neighborhood surveys. The artists hope to improve pedestrian safety, slow moving traffic through the intersection, and show the value of of art within their community with this eye catching design.

Following guidelines set by WSDOT, the artists will only be painting within the crosswalk lines.

See attached design (EXHIBIT A).

2. **Proposed Mural Location.** (Please list the proposed location for the project, and include the streets that form the intersection and/or adjacent streets and addresses. Please list the reason for choosing the proposed location and attach a project limits map.)

The intersection of Northwest Boulevard and North Hawthorne Road, in front of Wiley Middle School. See attached map to see the boundary lines of the artwork (EXHIBIT B).

The intersection was selected by the artists since they've seen cars speed through the intersection during school hours. They hope the mural will improve crossing safety for students.

3. **Artist(s)/Designer(s).** (Please list the artist(s)/designer(s). Describe how they were chosen to complete the project. List any prior projects completed by the artist(s)/designer(s).)

Elizabeth Coyne and Sarah Snider were selected by the Public Art Commission through the 2023 Open Call Project. This call asked artists in Winston-Salem to propose a project of their own design for an appropriate location in the City. The artists were approved by the PAC in the November 7, 2023 general PAC meeting. They have been awarded \$7,950 for the project. See attached for artist biographies and images of past work (EXHIBIT C).

4. **Community Engagement.** (What are the themes and ideas represented in the design? How does the design relate to the site? Will youth be involved? If so, will there be supervision? If so, will they have been trained? Please list any community outreach/involvement, if applicable.)

The artists have reached out to community members that live near the intersection to receive input on the design. They plan to involve the local PTA and neighbors in the painting of the mural.

The artists' contract from the City includes a Participant Waiver that was created by the Deputy City Attorney. The artists will oversee volunteer participants on the paint day.

See attached waiver (EXHIBIT D).

5. **Materials.** (Please list materials that are proposed to be used. Please attach material data sheets for review. Also, list safety precautions that will be used and methods of disposal of leftover materials. Only approved materials may be used.)

Artists have been approved to use Color Safe by Transpo Industries. See attached information on the paint and why it was selected (EXHIBIT E).

6. **Timeline.** (Please detail the proposed project timeline, including milestones, public engagement, publicity, installation celebration, expected duration.)

Once artists are contracted and approved by City Council they hope to paint by October or November. The community paint day is set for November 2, 2024, weather permitting.

All publicity will come through the Public Art Commission to the City's Marketing department.

The Public Art Commission determines the length of all commissioned works based on overall maintenance and appearance. They will remove the work when deemed appropriate. Per the artist agreement, the artists will have 30 days notice and can choose to raise private funds to repaint the intersection.

7. **Maintenance.** (Please list/attach any maintenance plans for this project. Who will be conducting graffiti removal if needed? How quickly can you respond to removal if needed?)

The Public Art Commission will be responsible for maintenance, as needed.

When the mural fades beyond repair, the Public Art Commission will pay for the removal of the mural.

8. **Copyright.** (Do you have a copyright agreement with the artist(s)/designer(s)? Please attach your copyright agreement with your artist(s)/designer(s), if applicable.)

As stated in the artist agreement created by the City of Winston-Salem, "The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright."

9. **Traffic Control.** (Please list detailed plans for managing traffic, staffing and logistics during the mural installation. Who will be responsible for traffic during installation? Is there a third party to manage traffic and ensure the safety of participants?)

The Public Art Commission will work with WSDOT to secure closures at the intersection.

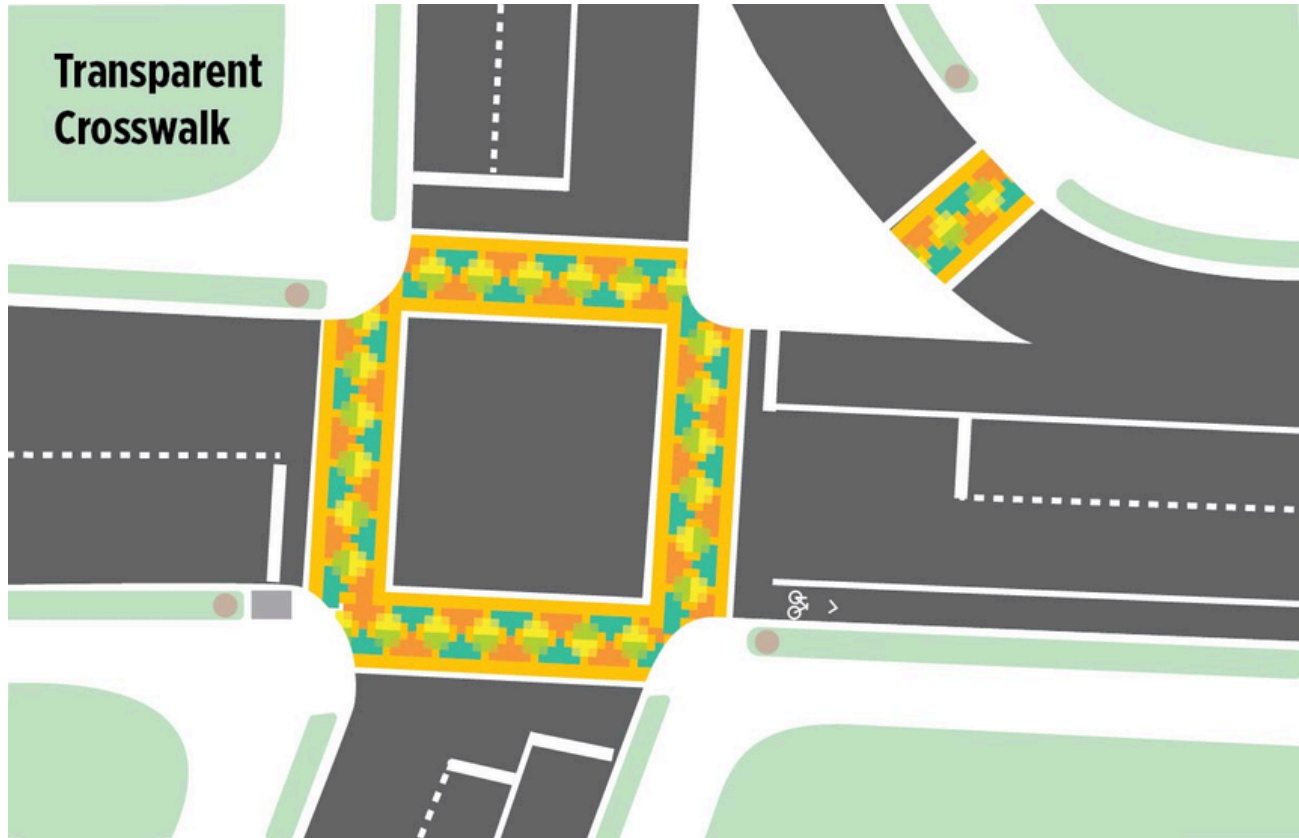
Per the artist agreement, the artists will be responsible for the hiring of an additional third party to ensure the safety of participants during the painting of the intersection.

Please attach additional pages if necessary, indicating the item number to which a response is being provided.

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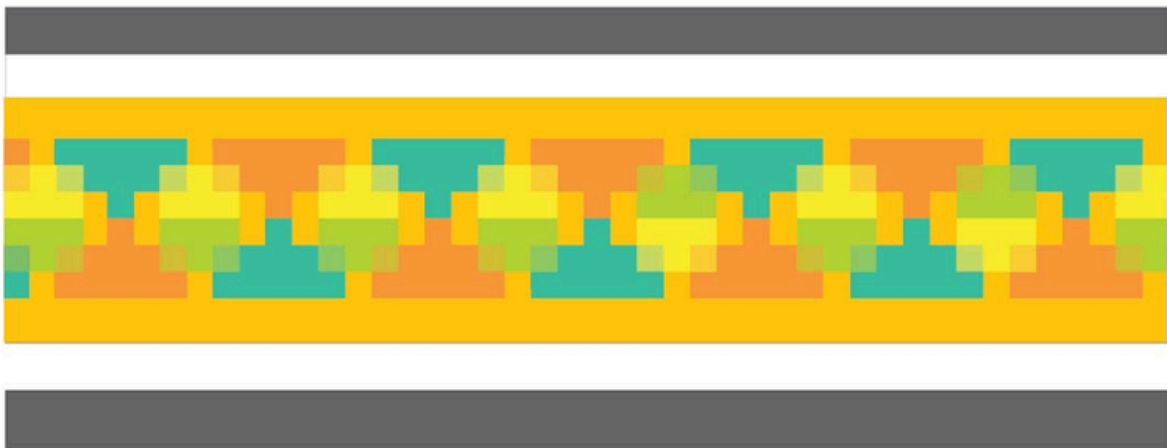
APPLICANT: WS|FC Public Art Commission, Elizabeth Coyne & Sarah Snider Green

EXHIBIT A: MURAL IMAGE



**Transparent
Crosswalk**

Transparent Crosswalk

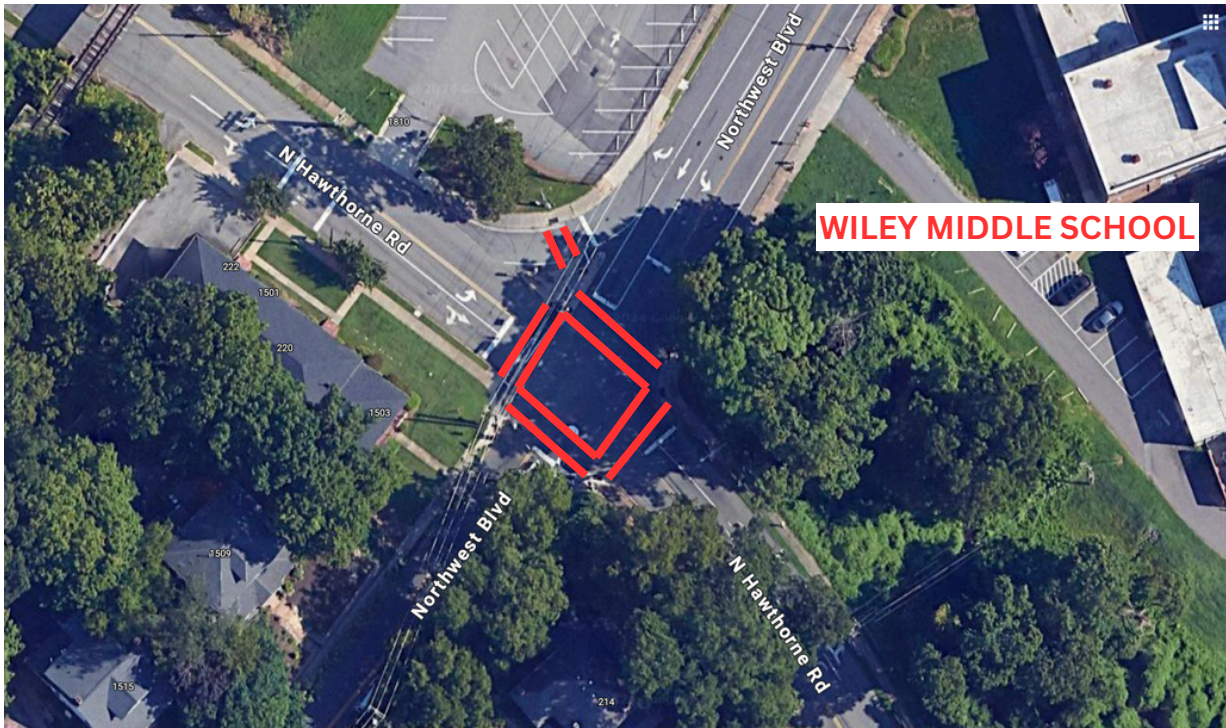


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EXHIBIT B: MAP OF LOCATION

Intersection of Northwest Boulevard & N Hawthorne Road



RED LINES INDICATE THE CROSSWALK BOUNDARIES

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EXHIBIT C: ARTIST BIOGRAPHIES & PAST WORK

ARTIST BIOGRAPHY

Elizabeth “Bibi” Dimmette Coyne

Coyne is a designer, artist, author, and owner of S2dio (pronounced studio). Prior to living in Winston-Salem, Coyne was an art director in Connecticut and Illinois.

Notable points from her resume:

- Graduate of NC State University School of Design, cum laude

Coyne has designed annual reports and business materials for Fortune 500 clients including: GE Corporation, GE Fund, United Technologies Corporation, American Home Products, and Amoco Oil Company. She has designed business materials for non-profit companies including Katonah Museum of Art, The Festival for Arts & Ideas New Haven, The Committee to Elect Terri LeGrand, and Artists Thrive!

PAST WORK



**TERRI
2020**



INNOVATIVE
INTERSECTIONS



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EXHIBIT C: ARTIST BIOGRAPHIES & PAST WORK

PAST WORK CONTINUED



In 2013, I designed banners to promote Brunson Elementary's new STEM program. I also provided input regarding the painting of the school with their new brand identity colors and art directed the installation the Brunson logo and the banners in the lobby of the school.



COMMUNITY ORGANIZER

Sarah Snider Green

Sarah Snider Green is a local parent and advocate. Professionally, Sarah works as a National Organizing Director at Everytown for Gun Safety, the largest Gun Violence Prevention Organization in the country that supports young people organizing in their schools and communities. In the fall of 2021 Sarah's son was struck by a vehicle in a hit and run while walking home from Wiley Middle School. As a resident of the West Highlands neighborhood, Sarah has witnessed dozens of car accidents and incidents involving pedestrians at the corner of Northwest Boulevard and N Hawthorne Road and has galvanized neighbors to seek solutions to increase safety at this intersection.

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EXHIBIT D: PARTICIPANT WAIVER

See next page.

NORTH CAROLINA)
)
FORSYTH COUNTY)

WAIVER

THIS WAIVER (the “Waiver”), entered into this the _____ day of _____, 2024, by and between the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (the “City”) and _____ (the “Participant”).

1. The City and Participant desire to enter into an agreement regarding the Participant’s entrance upon the intersection of Northwest Blvd and N. Hawthorne Rd. for the purpose of installing a street mural (the “Activity”).
2. The Participant hereby acknowledges and agrees (a) that he understands the nature of the Activity; (b) that he is qualified, in good health, and in proper physical condition to participate therein; (c) that there may be certain inherent risks and dangers associated with participating in the Activity at the space provided for by the City at the Property; and (d) that, except as expressly set forth herein, he knowingly and voluntarily accepts and assumes responsibility for each of these risks and dangers, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind and all other risks and dangers that could arise out of, or occur during, his participation in the Activity at the Property.
3. The Participant and his heirs, personal representatives, and/or assigns indemnify, release, covenant not to sue, discharge, and hold harmless the City and its officers, agents, employees, and representatives and other participants, sponsoring agencies, sponsors, advertisers, and (if applicable) the owners and lessors of the premises used (collectively, the “Indemnitees”) of and from the claims, including all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto, (including, but not limited to reasonable attorney’s fees) of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional or negligent acts or omissions of the Participant resulting from the Participant’s use of the Property for the Activity. This release includes any claims based on the actions, omissions, or negligence of the Indemnitees related to any exposure to the COVID-19 virus.
4. The City shall not be liable for any damage whatsoever to the Participant’s personal belongings or property due to the Participant’s participation in the Activity.
5. This Waiver shall remain in full force and effect until its termination by either the City or the Participant.
6. The Participant, its agents, assigns, employees, and guests shall not be considered employees, agents, or representatives of the City and shall not be entitled to employee benefits of any kind, including but not limited to unemployment, workers’ compensation, or retirement benefits.
7. Except as otherwise provided herein, Participant may not assign any responsibility described herein without the City’s written approval.
8. This Waiver shall be governed by and construed in accordance with the laws of the State of North Carolina.

9. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.
10. If any provision of this Waiver is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Participant.
11. This Waiver represents the entire understanding and agreement between the parties. Participant acknowledges that in executing this Waiver, he has carefully reviewed and had the opportunity to review the terms of this Waiver with counsel of its choice and is fully aware of the extent of its rights and obligations under this Waiver, without any duress or undue influence being imposed on such party. The text of this Waiver is the product of negotiation among the parties hereto and is not to be construed as having been prepared by one party against the other but shall be construed as if all parties hereto jointly prepared this Waiver. The language of this Waiver shall not be construed presumptively against any of the parties to this Waiver.
12. This Waiver cannot be amended or modified except by another written document duly signed and executed by the City and the Participant.
13. The Participant is at least eighteen (18) years old and is competent to execute this Waiver. In the event that Participant is not of legal age, this Waiver is being executed by a parent or legal guardian of the Participant.

Name of Participant: _____

Signature of Participant: _____

Signature of parent/guardian of minor: _____
(if Participant is under age 18)

Date: _____

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EXHIBIT E: PAINT SPECS

PAINT: COLOR SAFE BY TRANSPON INDUSTRIES

BASIC INFORMATION

- Cost: \$70.00/ gallon kit max (includes paint, resin, aggregate).
- Coverage: 40 square feet per gallon.
- Quantity of paint: 90 gallons.
- Approximate cost excluding tax: \$6,300.00.

SPECS

- Seven- to ten-year life span.
- NCDOT approved product.
- Seventeen stock colors and custom colors available.
- Sales Rep willing to demonstrate product usage.
- Product has been used at Chapel Hill, Durham Performing Arts Center.
- Can be applied with rollers.