



**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
FORSYTH COUNTY AND MADELINE WIENER FOR THE DESIGN, CREATION,  
AND INSTALLATION OF AN OUTDOOR SCULPTURE FOR THE FORSYTH  
COUNTY PUBLIC LIBRARY'S PADDISON MEMORIAL BRANCH**

**WHEREAS** a piece of public art would enhance the newly constructed Forsyth County Paddison Memorial Branch Library;

**WHEREAS** in order to commission such public art a committee consisting of the City-County Public Art Commission, a Kernersville Town Council representative, a Kernersville Community Appearance Commission representative, and County staff reviewed 83 proposals and selected three finalists to interview;

**WHEREAS** this committee recommends that the Forsyth County Board of Commissioners select artist Madeline Wiener for the design, fabrication, delivery, and installation of an original outdoor sculpture on or before June 30, 2020; and

**WHEREAS** the sculpture will be entitled, "Honeybee Curiosity" and will represent a young reader with two stacks of books; the main sculpture will be 4'x4'x3' and the book stacks will be 18"x36"x18", both sculpted from dolomitic limestone with an applied silicone sealer, sitting on concrete foundations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, an agreement with Madeline Wiener for the design, creation, and installation of an original outdoor sculpture for the Forsyth County Public Library's Paddison Memorial Branch Courtyard as described above at a cost not to exceed \$55,000, which includes travel expenses not to exceed \$1,750, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the Forsyth County Attorney.

Adopted this the 14<sup>th</sup> day of November 2019.

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 14th day of November, 2019, by and between Forsyth County, North Carolina (the "County"), and Madeline Wiener Sculptor, Inc. (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. **Services.** Provider shall provide design development, engineering services, sculpting, delivery, and installation of a work of art at the Forsyth County Central Library Paddison Memorial Branch Courtyard in Kernersville, North Carolina

2. **Term.** The services of the Provider shall begin on November 15th, 2019 and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until September 30, 2020; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. **Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$55,000, payable in installments. The Provider shall bill the County in 3 Contractual Payment Milestones:

- a) Contractual Payment Milestone #1: 30% = \$16,500 (Est. Nov. 11, 2019)  
Upfront payment to complete the following: Design work, create a mock up, identify site placement, complete engineering work, and order Dolomitic Limestone.
- b) Contractual Payment Milestone #2: 60% = \$33,000 (Est. Jan. 1, 2020)  
Upon completion of all items under Milestone #1, upfront payment to complete the following: Acquisition of materials, production/fabrication, photos and videos of production and fabrication process.
- c) Contractual Payment Milestone #3: 10% = \$5,500 (Est. Sept 30, 2020)  
Final payment received upon review and installation.

The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$55,000.

**4. Independent Contractor.** The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**5. Indemnification.** The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

**6. Insurance.** The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

**7. County Property.** Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

**8. Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:  
Damon L. Sanders-Pratt, Deputy County Manager  
Forsyth County, North Carolina Local Government  
201 N. Chestnut Street  
Winston-Salem, NC 27101  
sanderdl@forsyth.cc

For the Provider:  
Madeline Wiener  
Madeline Wiener Sculptor, Inc.  
816 Acoma Street #1006  
Denver, CO 80204  
madeline@madelinewiener.com

9. **Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.
10. **Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
11. **Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.
12. **Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.
13. **Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.
14. **Modification.** This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.
15. **Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.
16. **Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and

contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

PROVIDER

(SEAL)

By: Madeline Wiener

Printed Name: Madeline Wiener

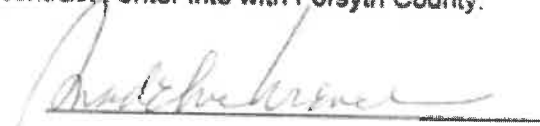
Title: Pres., Madeline Winener Sulptor, Inc.

Date: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

**CONTRACTOR'S PERFORMANCE** To the fullest extent permitted by law, I, Madeline Wiener, shall defend, indemnify, and hold harmless Forsyth County, its Officials and Employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of myself or employees, in the execution, performance, or failure to adequately perform my obligations pursuant to this or any future contract I enter into with Forsyth County.

AGREED:

  
\_\_\_\_\_

DATE:

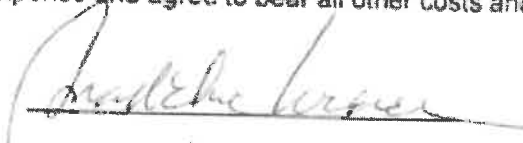
10/17/19  
\_\_\_\_\_

**WORKER'S COMPENSATION HOLD HARMLESS AGREEMENT**

**MADLINE WIENER** is an independent contractor and is not eligible for workers' compensation under Forsyth County's policy while performing the contracted service for Forsyth County. Furthermore, **MADLINE WIENER** agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to contractor or contractor's agents, servants, employees, subcontractors, or suppliers. These terms apply to this and any future agreement I have with Forsyth County.

I furthermore agree to investigate, handle, respond to, provide defense for and defend the same at my sole expense and agree to bear all other costs and expenses related thereof

Agreed:



Date





# RESUME

PERSONAL: Born in New York, NY, 1947. Married. Two children.  
EDUCATION: 1967-74: New York School of Visual Arts

## PUBLIC COMMISSIONS:

(Numerous indoor and outdoor commissions, including)

2020 MLK Jr. Recreation Center, Denton, TX  
2020 Kino South Sports Complex, Tucson, AZ  
2019 North Glenwood Pedestrian Bridge Plaza, Glenwood Springs, CO  
2019 Chelsea Aquatic Facility, El Paso, TX  
2019 Nakoma Sky Community Park, Oro Valley, AZ  
2019 Pleasant Oaks Recreation Center, Dallas, TX  
2018 Conservatory Metropolitan District, Aurora, CO  
2017 Church Street Heritage Project, Anderson, SC  
2016 Denver Botanic Gardens, Denver, CO  
2016 Emeryville Center of Community Life, Emeryville, CA  
2016 Athan Downs Park, San Ramon, CA  
2015 Indiana State University, Reeve Hall, Terre Haute, IN  
2015 Craig Hospital, Englewood, CO  
2014 Union Colony Civic Center, Greeley, CO (invitation to commemorate Jill Rosenstrater)  
2014 Exempla St. Joseph Hospital, Denver, CO  
2014 Chanticleer Park, Santa Cruz, CA  
2013 Huntington Station Plaza, Huntington, NY  
2012 Ralph L. Carr, Colorado Judicial Center, Denver, CO  
2012 Ragle Park, 400th Year Commemoration, Santa Fe, NM  
2011 Founder's Park, Wylie, TX  
2010 Front Range Community College-Larimer Campus, Fort Collins, CO  
2010 East Campbell Ave. Improvement Project, Campbell, CA  
2010 San Juan Regional Medical Center, Farmington, NM  
2010 Norview Community Center, Norfolk, VA  
2010 Canyon Country Park, Santa Clarita, CA  
2009 Brooks College of Health, Jacksonville, FL  
2009 The Gainsboro Library, Roanoke, VA  
2009 Little Toots Park, Steamboat, CO  
2009 Ocean Springs Library, Ocean Springs, MS  
2009 Goodson Recreation Center, Centennial, CO  
2008 City of Novato Bench Project, Novato, CA (2-sites)  
2008 "Intersection of Art & Function" Bench Project, Aurora, CO  
2007 Rancho Cielo, Santa Barbara, CA  
2006 Kohl Children's Museum, Glenview, IL  
2005 Benson Park, Loveland, CO  
2005 University of Hyderabad, Hyderabad, India  
2004 Denver University, Chambers College for Women, CO  
2004 The Valley School, Bangalore, India  
2003 Doyle Park, San Diego, CA  
2003 Pine Lane Primary School, Douglas County, CO  
2002 Denver University, Center for Performing Arts, Denver, CO  
2001 Denver University, Lamont School of Music, Denver, CO  
2000 The Cable Center, Denver, CO  
2000 Sculpture Park at Scripps Memorial Hospital, La Jolla, CA  
2000 Ritchie Center, Denver University, Denver, CO  
1999, 1998 Montrose Library, Montrose, CO  
1999, 1992 Museum of Outdoor Arts, Denver, CO  
1999 Adichunchanagiri Medical College, Karnataka, India  
1998 Monarch Contemporary Art Center, Tenino, Washington  
1996 Cadzow Glen Sculpture Park, Hamilton, Scotland  
1996 The Lake House, Evergreen, CO  
1996 National Sports Center for the Disabled, Winter Park, CO  
1995 Livingston Development Corporation, Livingston, Scotland  
1992 Artist in Residency, Greenwood Village/Cherry Creek High School  
1991 CO Council on the Arts & Humanities, Art in Public Places  
1991 Humana Hospital, Los Angeles, CA

## TEACHING & SPEAKING ENGAGEMENTS:

-Founder/Director/ Instructor, MARBLE Symposium, Marble, CO, 1989-annually  
-Ongoing workshops with various installations - San Diego, CA; LaJolla, CA; Roanoke, VA; Wylie, TX; Evergreen & Centennial, CO  
-2012 Juror, Scholastic Art Awards, Rocky Mtn College of Art & Design, Denver, CO  
-Speaker, Red Rocks Community College, Lakewood, Colorado, 2011  
-Guest speaker/stone carving demonstration, Denver Art Museum, CO 2008  
-Guest speaker at Loveland Museum, Loveland, CO 2008, 1993  
-Guest speaker, "Sculpture in the Park" seminar, Loveland, CO, 2007  
-Instructor, Armory Art Center Master Artist Workshop, W. Palm Beach, FL 2005  
-Guest speaker, Mesa State College, Grand Junction, CO 2005  
-Workshop with Installation of "Storytime", Doyle Park, San Diego, CA 2003  
-Workshop with Installation of "Family Reflections", La Jolla, CA 2000  
-Guest speaker, Monarch Center for Contemporary Art: "Breaking Boundaries", Celebrating Women in the Arts, Olympia, WA  
-Instructor in stone carving, Art Students League of Denver, CO 1987-1995  
-Workshop, Rehabilitation Center for Blind, Denver, CO 1982

## SELECTED COLLECTIONS:

Loveland Museum  
University of Denver  
Benson Park, Loveland, CO  
Remax Corporation  
Hertz  
Texaco  
Colorado Rockies  
Town of Hamilton, Scotland  
Town of Livingston, Scotland  
Town of Evergreen, Colorado  
Denver Broncos  
Museum of Outdoor Arts, Englewood, CO  
Blue Cross and Blue Shield of CO  
Wells Fargo  
Coors Foundation  
Denver Post  
Little Nell Hotel, Aspen, CO  
First National Bank, Trinidad, CO  
Rocky Mountain News  
Seal Furniture, San Diego, CA  
US West, CO  
Epicurean Culinary Group

## SELECTED PUBLICATIONS:

The Village Tattler/Huntington, NY, May 2013  
The Long Islander/New York, April 2013  
The Crystal Valley Echo, Vol. 9 #7, July 2012  
Law Week Colorado, 2012  
Built for Learning, 2010  
Sculptors of the Rockies book, Southwest Art publ., 2009  
LUXE, Fall 2007  
Southwest Art Magazine, July 2007  
Stone in America, 2006  
Sculptural Pursuit Magazine, 2005  
American Parade, 2005  
Sunset Magazine, 2004  
The Leher Report, 2004  
Directions in Art: Sculpture, 2003  
Sculpture Review magazine, 2003  
Westward, 2003  
Indiana Limestone Handbook, 2002  
Sculpture Magazine, 1995  
Good Afternoon CO, Denver Channel 9, 1993  
CO Homes & Lifestyles 1984  
Denver Post & Rocky Mountain News, numerous

## SELECTED EXHIBITIONS:

-'Sculpture on the Rooftop' by the Art Students League at Museum Residencies, Denver, CO, 2018  
-Stone Carver's Exhibition at Redstone Art Center, Redstone, CO, 2017-1989  
-"Sculptural Dimensions", Museum of Outdoor Arts/Republic Plaza, Denver CO, 2013  
-"Art & Soul", Art Students League, Denver, CO, 2013  
-Access Gallery, Denver CO, 2013, 2011, 2009, 2007  
-Co-Curator and Exhibitor for "Triad" - Introspection, Observation, and Tradition / Contemporary Art of India, Loveland Museum, Loveland, CO, 2010  
-Denver Botanic Gardens: Inspired Contemporary Responses to Henry Moore, 2010  
-Invited Artist, "Sculpture in the Park", Loveland, CO, 2009-2003  
-Governor's Invitational at Loveland Museum, Loveland, CO, 2008, 2005, 2004  
-"Character Sketches" Exhibition at Loveland Museum, Loveland, CO, 2008  
-"Sculpture on the Fax", Aurora, CO, 2009-2008  
-Arts Student League Invitational Show, Denver, CO, 2007, 2005, 2004  
-Best in Sculpture, Manhattan Arts International 24th Anniversary competition 2007  
-Manhattan Arts On-line Gallery, 2007  
-International Sculpture Center/Sculpture Magazine Portfolio, 2007  
-Armory Art Center - Master Artist Exhibition, W. Palm Beach, FL, October 2004  
-Colorado Historical Museum, Stone Sculpture Exhibition, Denver, CO 2001  
-The Invisible Museum, Denver, CO, January 2000  
-Celebrate Colorado Artists, Denver, CO, May 1999  
-Museum of Outdoor Arts, Englewood, CO, 1999, 1998  
-Museum of Outdoor Arts, Englewood, CO, Indoor exhibit, May 1999  
-Art Concepts Gallery, Tacoma, WA, August 1998  
-Loveland Museum, Loveland, CO, Nov/Dec 1993  
-Naropa Institute, Boulder, CO, 1993  
-Colorado Historical Museum/Art Students League of Denver, 1992, 1991, 1990  
-North American Sculpture Exhibition, Golden, CO 1990, 1989  
-Colorado Sampler, JFK Center for the Performing Arts, Washington, DC, 1990  
-Saks Gallery/Art Students League of Denver, Denver, CO 1989, 1988, 1987  
-Greenwood Village all Colorado Exhibition, 1989  
-Loveland Museum Biennial, 1988  
-Gilpin County Arts Assoc., Central City, CO 1987, 1980, 1979  
-Jewish Community Center, Denver, CO 1986, 1984, 1979  
-Edgar Britton Gallery, one-woman show, Denver, CO, 1980  
-Petroleum Club, Denver, CO 1979  
-Unicorn Gallery, New York, NY 1976  
-Gallimaufry Gallery, Croton-on-Hudson, NY 1976  
-School of Visual Arts, New York, NY 1975  
-Lynn Kottler Gallery, New York, NY 1974

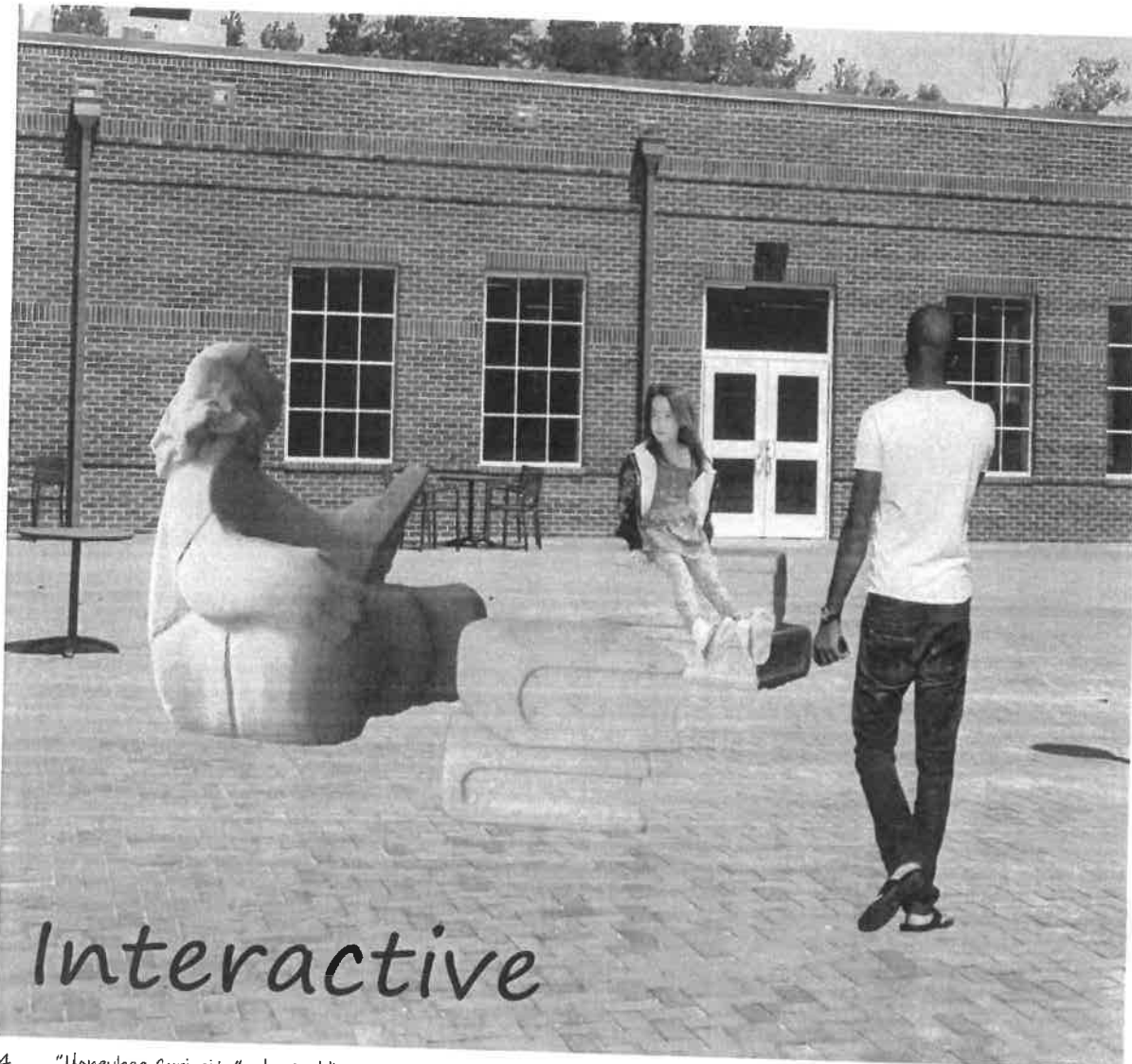
# PROFESSIONAL REFERENCES

1. Ashley B. Frisbie, District Manager  
Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228-1898  
Phone: (303) 987-0835 E-mail: afrisbie@sdmsi.com  
Project: "Prairie Life", 2018, Conservatory Metropolitan District, Aurora, CO
2. Kimberly Spears, Economic Development Director  
City of Anderson, 102 N. Murray Avenue, Anderson, SC 29625  
Phone: (864) 231-2605 Office Phone: (864) 353-1726 Cell E-mail: kspears@cityofandersonsc.com  
Project: "We Were Here", 2017, Church Street Downtown, Anderson, SC
3. Brendan Picker, Public Art Coordinator  
Arts & Venues, City & County of Denver, 1345 Champa St., Denver, CO 80204  
Phone: (720) 865-4302 E-mail: brendan.picker@denvergov.org  
Project: "Flower Girl", 2016, Denver Botanic Gardens, Denver, CO
4. Kim Snyder, Public Art Coordinator  
City of Greeley, 701 10th Avenue, Greeley CO 80631  
Phone: (970) 350-9450 E-mail: Kim.Snyder@greeleygov.com  
Project: "Art & Soul", 2014, Union Colony Civic Center, Greeley, CO (invitation to commemorate Jil Rosentrater)
5. Martha Weidmann, NINE dots ARTS  
3457 Ringsby Ct #107, Denver, CO 80216  
Phone: (303) 999-0383 E-mail: martha@ninedotarts.com  
Project: "Redefining Possible", 2015, Craig Hospital, Englewood, CO  
Project: "The Visitation", 2014, Exempla St. Joseph Hospital, Denver, CO Craig Hospital, Englewood, CO
6. John E. Coraor, Director of Cultural Affairs  
Town of Huntington, 100 Main Street, Huntington, NY 11743-6991  
Phone: (631) 351-3099 Fax: (631) 351-3100 E-mail: jcoraor@HuntingtonNY.gov  
Project: "Generations", 2013, Huntington Station Plaza, Huntington, NY
7. Karen Rudd, Cultural Affairs Manager  
City of Norfolk, 208 East Main Street, Norfolk, Virginia 23510  
Phone: (757) 664-6883 E-mail: Karen.Rudd@norfolk.gov  
Project: "Storyteller", 2010, Norview Community Center, Norfolk, VA
8. Mary Kramer, Executive Director  
Art Spaces, Inc., 669 Ohio Street, Terre Haute, IN 47807  
Phone: (812) 235-2801 E-mail: mkramer@wabashvalleyartspaces.com  
Project: "Reading Place", 2015, Reeve Hall, Indiana State University, IN
9. Carole Ehrlich, TRMC, CMC, City Secretary  
City of Wylie, 2000 North Highway 78, Wylie, TX 75098  
Phone: (972) 442-8103 E-mail: carole.ehrlich@wylietexas.gov  
Project: "Catch", 2011, Founders Park, Wylie, TX
10. Sheila Sears, Assistant to Manager of Art in Public Places  
Colorado Creative Industries, Office of Economic Development, 1625 Broadway, Suite 2700, Denver, CO 80202  
Phone: (303) 892-3724 Fax: (303) 892-3848 E-mail: sheila.sears@state.co.us  
Project: "Justice for All", 2012, Ralph L. Carr Colorado Judicial Center, Denver, CO
11. Jacquie Kitzelman  
South Suburban's Goodson Recreation Center, 6315 South University Blvd., Centennial, CO  
Phone: (303) 798-5131 E-mail: hijacq@q.com  
Project: "Stretch", 2009, Goodson Recreation Center, Centennial, CO

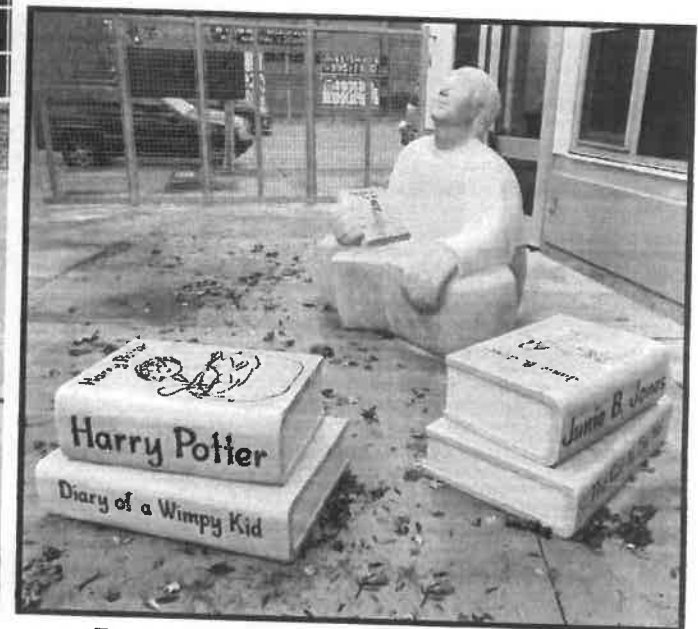
For this project, I've decided to create a little girl in my 'Bench People' style. She will be reading a book that is open to a page about honeybees. There will be a capital H on the upper right corner of the book with illustrations of honeybees and their honeycombs. Children will be able to sit on her lap and look at the book, and others will be able to sit on either of two short stacks of books which will be sandblasted with the title "Honeybees" (similar to my Kohl Children's Museum installation in Chicago where the open book is about the Tully Monster fossil and my Emeryville, CA installation). On the book benches, there will be illustrations of honeybees and flowers and a beehive pattern.



*Kohl Children's Museum, Glenview, IL - Dolomitic Limestone*

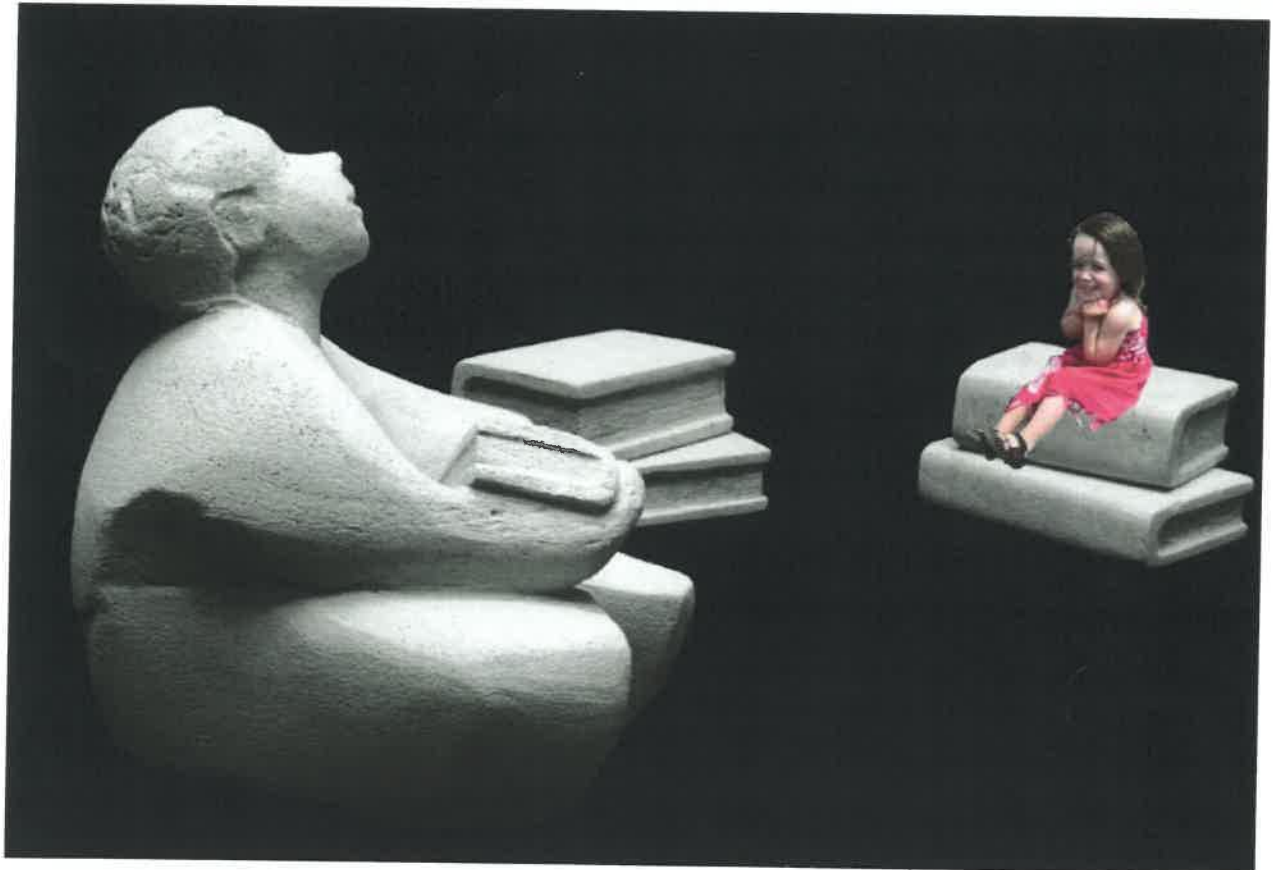


*Interactive*



*Emeryville Center of Community Life, Emeryville, CA  
- Dolomitic Limestone*

# Additional Examples of Madeline Wiener Works (1)



Additional Examples of Madeline Wiener Works (2)

