



CITY OF FISHERS AGENDA

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should [email Kelly Lewark](#), Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

The public may [stream the meeting online](#).

Members of the public may [submit comments online](#).

BOARD/COMMISSION: Fishers Arts and Culture Commission Meeting

DATE: 1/10/2023, at 6:00 PM

DIRECTIONS: Fishers Pavilion Conference Room, 10 Municipal Drive, Fishers, Indiana 46038

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
- 3. Election of Officers**
 - a. Chairperson
 - b. Vice-Chairperson
- 4. Consent Agenda**
 - a. Approval of Previous Minutes (November 9, 2022)
 - b. January 2023 Financial Report
- 5. New Business**
 - a. Fishers Parks Update
Marissa Deckert

- b. Community and Public Relations Update
Samantha Wisecup
- c. Planning & Zoning Update
Ross Hilleary
- d. FACC 2023 Grant Program Recommendation - Voting Item
- e. FACC Business Matching Grant 2023, Cycle 1 Voting Item
- f. Key Performance Indicators (KPI) Subcommittee
- g. Creative Council Update
- h. Creative Council – Ryan Shelton

6. Community Comment

- a. Nickel Plate Arts – Aili McGill, Nickel Plate Arts Executive Director
- b. Fishers Arts Council – Laura Villanyi, Fishers Arts Council President

7. Announcements

- a. Save the Dates: Second Fridays, FAC Gallery at the HUB, 11810 Technology Drive Fishers, IN
 - 1. January 13, 2023, 6 – 8 PM – Jeannette Pomeroy Parssi’s “Impressions”
 - 2. February 10, 2023, 6 – 8 PM – Embracing Black Culture
 - 3. March 11, 2023, 6 – 8 PM – Building Our Future Together
 - 4. April 14, 2023 – 6 – 8 PM – High School Senior Showcase

8. Adjournment



The November 9, 2022 meeting of the Fishers Arts & Culture Commission was convened at 6:00 p.m. by David Decker.

In attendance: David Decker, Cecilia Coble, Katie Haigh, Ross Hilleary, Marisol Sanchez, Jocelyn Vare, Marissa Deckert. Ben Yoder, Aili McGill, and Katie Haigh were absent. Also in attendance, Tracy Gaynor, Kay Prange, Megan Vukusich, Ryan Shelton, Samantha Wisecup, Laura Villanyi.

1. The Consent Agenda was approved by a vote of 5-0.

2. New Business:

- a. Fishers Parks Update was presented by Marissa Deckert, who recapped upcoming events, such as: Cookies with the Grinch, Christmas plans for the City, classes at the Maker's Playground, and the punch card program.
- b. Planning & Zoning Update – Ross Hilleary
 - a) FACC 2023 Grant Program – A vote will take place at the 1/9/23 meeting to approve applicants. A OneSheet was created to present the program overview. Cecilia asked that business groups be targeted. Megan Vukusich confirmed that the commission will review all applicants. Proof of funds will be needed. Jocelyn Vare asked how to juggle projects coming in and out. David Decker noted that this is a great program.
 - b) Artists have been selected for the Nickel Plate Trail murals and the CRG Legacy Wall and the Stairs. Concepts are not yet finalized.
 - c) FACC Business Matching Grant Proposal Discussion –The Rebar Trailhead is a good model to follow. The target areas of I-69, Nickel Plate Trail, 116th St., Allisonville corridor. Live 11/14 if approved. **Jocelyn Vare made a Motion to approve, seconded by Cecilia Coble. The Motion was approved, 5-0.**
 - d) 2023 Meeting Calendar- The Calendar for 2023 was presented. **Jocelyn Vare made a Motion to approve, seconded by Marisol Sanchez. The Motion was approved, 5-0.**
- c. Samantha Wisecup recapped PR initiatives for the Arts and Culture Grant Program, the Sesquicentennial, Passports, Time Capsule, Veteran's Monument, Shop Fishers, Giving Tuesday, Pack the Bus.

3. Key Performance Indicators (KPI) –the KPI Subcommittee will meet in December.

4. Community Comment:

- b. Fishers Art Council Update -Laura recapped upcoming 3/3/23 Conner Prairie event, and 3/10/23 Arts Reception for FACD, also Penrod Grant and Painting classes.
- c. Nickel Plate Arts Update –Ryan Shelton recapped Second Fridays at the Collaboration Hub.

5. Announcement- Cecilia Coble presented a Recognition Award to David Decker for his leadership and commitment to the Fishers Arts and Culture Commission since its inception. David steps away with the appreciation of his board members and Staff.

6. Adjournment

Next Meeting: January 10, 2023, at 6:00 PM **at Launch Fishers, Huston Theater.**

Adjournment- As there was no other business, the meeting was adjourned at 6:40 PM.

[illegible]

98592

Fishers Arts & Culture Business Matching Grant

Status: Active**Date Created:** Dec 18, 2022**Applicant**

Nekoda Witsken
koda@huemuralsbykoda.com
11991 Florida Rd
Fortville, IN 46040
3175174144

Primary Location

13875 TRADE CENTER DR
FISHERS, IN 46038

Owner:

Alderman LLC
13875 Trade Center Dr Fishers, IN 46038

Organization Information**Applicant Name**

Travis Alderman

Name of Business

Alderman Automotive

Primary Contact Name

Travis Alderman

Primary Contact Street Address (Number, Street, Suite/Apt)

13875 Trade Center Dr

Primary Contact City

Fishers

Primary Contact State

IN

Primary Contact Zip Code

46038

How long has your business been in existence?

2017

How did you hear about this grant program? (Twitter, Creative Council, etc.)

Megan Vukusich - Director of Planning & Zoning at City of Fishers

Project Information

Describe the proposed project and how it relates to two (or more) of the Commission's Core Values of: Inclusive, Authentic, Engaging, Collaborative, Innovative, and Educational

Project Description: Exterior mural installation (58ftW x 20ftH) on Alderman Automotive facing 37N in Summer 2023.

The project relates to the Commission's Core Values as follows:

ENGAGING - The mural wall faces 37N, which is a high-traffic artery used by Fishers residents and out-of-town visitors. The wall is seen by tens of thousands of commuters each day. To help further brand Fishers as a "smart, entrepreneurial, vibrant" community, Alderman Automotive has committed to placing a mural on this highly-visible surface with the goal to support Fishers Planning and Zoning cultural and landmark goals in the area; to engage positively with Fishers residents and visitors by adding a bright, colorful artwork to the Fishers landscape with which they can interact; and to drive tourism to the area.

INCLUSIVE – Alderman Automotive has selected a local, female artist so as to support women in the arts and local arts interests. The artist is open to discussing ways that they can make the mural design inclusive during the design process as well, with both Fishers and the Alderman Automotive team.

AUTHENTIC – By installing a hand-painted mural, Alderman Automotive will contribute to an authentic cultural landscape in the City of Fishers. Not only will the mural be painted by hand to allow for maximum, people-centric authenticity in the installation process, but the artist will also work collaboratively with Alderman Automotive to create a design that is authentic to Fishers' "smart, vibrant, entrepreneurial" brand in both color palette and subject matter.

INNOVATIVE – There are currently no large, public murals installed in this area of Fishers. Adding a mural of this scale, in this part of town, is an innovative way to expand the reach and brand of Fishers' downtown cultural district, ultimately strengthening both economic and cultural opportunities for nearby residents and businesses.

Amount Requested [max limit is \$25,000]

25,000

Total Cost of the Proposed Project

50,000

When will your project take place?

August 2023

Will your project take place within the City Limits of Fishers?

Yes

Will your project take place within one of the targeted areas?

Yes

Artist Selection

If awarded, the City can help facilitate a Request for Qualifications (RFQ) if an artist is not tied to the submission, which would include a 60-day call for artist, and review discussion, and recommendation.

Has an artist been selected for this project?

Yes

Artist Name & Contact Information

Nekoda "Koda" Witsken DBA Hue Murals LLC. 317-517-4144. koda@huemuralsbykoda.com (<mailto:koda@huemuralsbykoda.com>). huemuralsbykoda.com ([//huemuralsbykoda.com](http://huemuralsbykoda.com)). @huemurals. 11991 Florida Rd, Fortville, IN 46040

Authentication

By signing below and hitting submit you are acknowledging the truthfulness of your answers and further certifying that checking the box counts as an electronic signature. Your electronic signature is considered legally binding the same as signing your physical signature by hand (IC 26-2-8).

Digital Signature

Travis Alderman
12/18/2022

Attachments

-  quote_994.pdf
Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:17 pm
-  HUE MURALS EXECUTED CONTRACT .pdf
Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:19 pm
-  Alderman Automotive Mural Proposal.pdf
Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:21 pm



Untitled_Artwork (38).jpg

Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:22 pm



IMG_5908.jpg

Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:24 pm

-  alderman - additional expenses.pdf
Uploaded by Nekoda Witsken on Dec 18, 2022 at 8:33 pm

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Application Review	Complete	Dec 18, 2022 at 8:34 pm	Jan 6, 2023 at 12:59 pm	Ross Hilleary	-
 Commission Review	Active	Jan 6, 2023 at 12:59 pm	-	Ross Hilleary	-



ALDERMAN AUTOMOTIVE MURAL PROPOSAL

KODA WITSKEN

Prepared For :
Fishers Planning & Zoning
Alderman Automotive



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HELLO, *Call me Koda*

I am a **professional artist** (she/her) that was **born, raised, and educated in Indiana**. I have completed mural and art installations nationally for brands like Eli Lilly, the Indianapolis Colts, the NCAA, Boys & Girls Clubs of America, Jiffy Lube, the Indiana Pacers, and for cities like Fishers, IN; Corpus Christi, TX; Odessa, TX; Green Bay, WI; Indianapolis, IN; and Casper, WY. I specialize in project managing initiatives from concept to installation; from marketing to delivery; from understanding goals, to creating action plans at scale that meet KPIs.

I take great pride in incorporating important themes and inspirations in my murals. My portfolio includes murals which celebrate gender and racial diversity, advocate for environmental sustainability, and tell the stories of important events.

I am neither a history painter, nor a landscape painter, nor a portraitist; **I am an artist of life and feeling**. My vibrant, positive art celebrates people, families, and the communities they build and memories they make.

LOCATION & GOALS

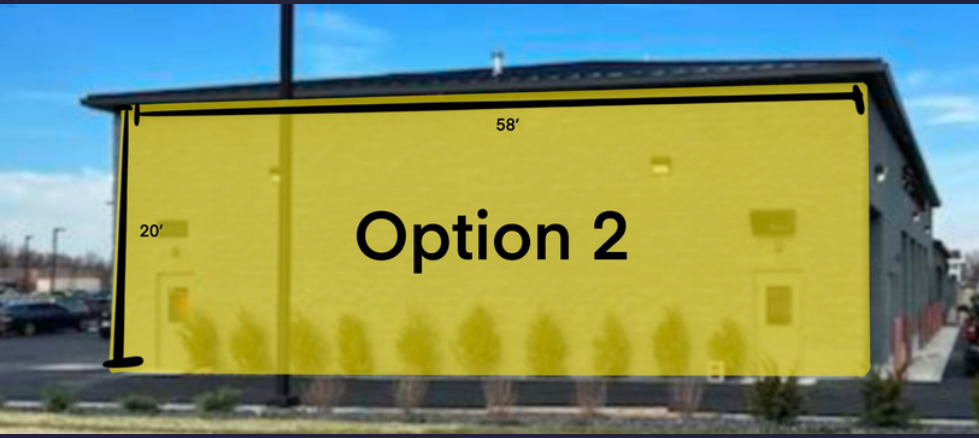
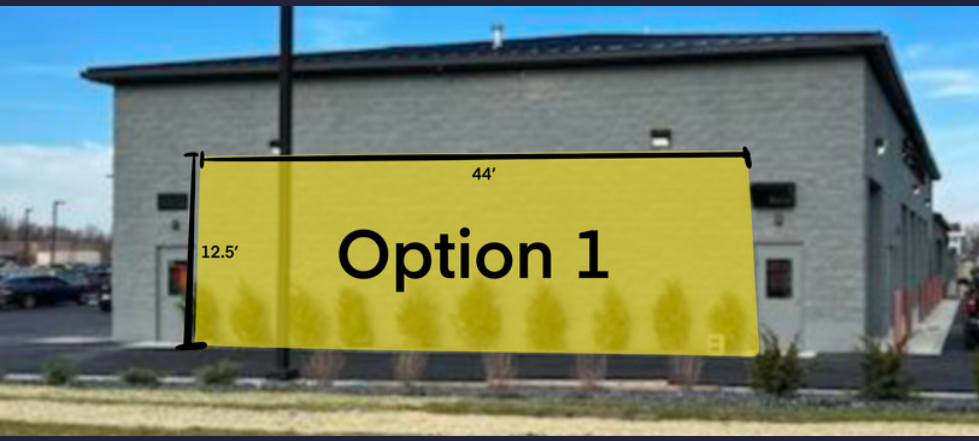


The desired mural wall faces 37N, which is a **high traffic artery** for Fishers residents and visitors. The wall is seen by tens of thousands of commuters each day. To further brand Fishers as a "**smart, entrepreneurial, vibrant**" community, Alderman Automotive has committed to placing a mural on this **highly visible** surface with the goal to:

- support the City of Fishers **Planning and Zoning goals** in the area
- **engage positively with Fishers residents** and visitors
- add **bright, colorful** artwork to the Fishers' landscape
- drive **tourism** to the area

MATERIALS

Given the rough surface on the wall's split face block, I will use **artist-grade, acrylic, UV-protected, weather-resistant spray paint** to create a long-lasting mural that stays vibrant for 15 to 25 years. This ensures minimal maintenance to uphold Alderman Automotive and City of Fishers branding standards, respectively.



BUDGET

There are two budget options to install mural work in the desired location, pending the removal of the line of bushes pictured above. *Budgets do not include lift rental, signage if required, or preparing the wall to receive artwork if needed e.g. priming.*

- **Option 1:** ~550 sq ft - Install work in smaller area, framed by light and doors. This ensures that the entire mural is well-lit during evening hours and provides a cost-efficient option for installation. \$27,500
- **Option 2:** ~1,160 sq ft - Install work across entire wall. This maximizes the branding statement for Alderman Automotive and Fishers' brands, and reflects a volume discount to maintain cost effectiveness. \$40,600

TIMELINE

For minimal maintenance, murals should be installed between 55 and 90 degrees (May to October). Potential installation dates are as follows, according to the artist's schedule upon creation of this proposal:

August 2023 - September 2023 - October 2023

May 2024 - June 2024 - August 2024

WORK SAMPLES



Medium: Spray paint on brick

Date: 2022

Size: 510 sqft

Location: Casper, WY

Commissioning entity: Casper Mural Project

The Casper Mural Project's 2022 goal was to celebrate the "Women of Wyoming." In a national callout process, I worked with the Eastern Shoshone Cultural Center to celebrate the original Women of Wyoming, and to tell the story of Shoshone women as they wanted it to be told.

WORK SAMPLES



Medium: Spray paint on wind turbine blade tips

Date: 2022

Location: Kankakee Welcome Center

Commissioning entity: INDOT & Hasse Construction

To celebrate the flora and fauna of the region, and to encourage sustainability as well as highlight the region's history, I worked with INDOT and partners to install four designs on wind turbine blades. These blades will ultimately be part of a larger installation at the Kankakee Welcome Center.

WORK SAMPLES



Medium: Spray paint on stucco

Date: 2022

Size: 650 sqft

Location: Green Bay, WI

Commissioning entity: On Broadway - Mural & Busker Festival - Oneida Nation

This mural reflects the history of Green Bay and celebrates the Oneida Nation. We included local flora and fauna such as cranberries, lilies, pelicans (that have returned with improved water quality to the Fox River and other local waters), and sunfish; as well as a representation of a modern Oneida woman currently living near the mural area.

WORK SAMPLES



Medium: Spray paint on brick

Date: 2022

Size: 1,750 sqft

Location: Sharpsville Community Park, IN

Commissioning entity: The Arts Federation, Wabash Walls

I worked with the Arts Federation, Sharpsville Town Council, and other entities to create a mural that celebrated the town's rural cultural and their famed Bessie the Cow as well as encouraged use of the newly renovated local park.

WORK SAMPLES



Medium: Spray paint on concrete wall

Date: 2022

Size: 600 sqft

Location: Corpus Christi, TX

Commissioning entity: Downtown Corpus Christi Mural Festival

To encourage use of Corpus Christi's new dog park and trail area, we invited local residents to submit photos of their dogs. I then painted versions of these community-provided reference images and invited dog owners and the community to celebrate the mural installation during their Art Walk event.

REFERENCES



Julia Muney Moore

Indy Arts Council -
Director of Public Art
jmoore@indyarts.org



Torrey Dawley

Sandpaper Studio -
Bottleworks Brand Director
torrey@sandpaperstudio.com



Jessica Koetteritz

Indiana State Fairgrounds -
Director of Events & Marketing
jkoetteritz@indianastatefair.com

Client Testimonial

"We are so incredibly excited to have a Koda Witsken piece at our Collaboration Hub, which we knows adds incredible value to our overall brand and mission at the Foundation of 'ensuring every Hamilton County resident has equitable opportunity to reach their full potential.' The piece is incredibly inclusive of our work and a true visual representation of what we hope to accomplish with the Collaboration Hub and our not-for-profit partners in Hamilton County. Koda was a dream to work with-from conceptualization through project management and all the way to final delivery! We look forward to working with her in the future!"

- Jeena Seila, Community Leadership Officer, Hamilton County Community Foundation



THANK YOU. I LOOK FORWARD TO WORKING WITH YOU!



Koda Witsken

317.517.4144

koda@huemuralsbykoda.com

[@huemurals](#)





AGREEMENT FOR ARTISTIC & PROJECT MANAGEMENT SERVICES

THIS AGREEMENT FOR ARTISTIC & PROJECT MANAGEMENT SERVICES
("Agreement") is made as of December 6, 2022 ("Effective Date"), by and between

- 1) ALDERMAN AUTOMOTIVE ("Developer"), with an address of
13875 TRADE CENTER DR. FISHERS, IN 46038,
and;
- 2) Nekoda Witsken DBA Hue Murals LLC ("Artist"), with an address of 11991
Florida Rd, Fortville, IN 46040.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1a. Work. Developer hereby commissions Artist, and Artist agrees to create one exterior mural installation (measuring 58ftW x 20ftH) with spray paint ("Work") to be installed on the exterior split face block wall located at address 13875 TRADE CENTER DR. FISHERS, IN 46038 ("Building") as identified in Exhibit A, attached hereto and incorporated herein by reference. The Design may include the following elements or themes, if applicable and if fitting within the Artist's chosen design composition: nods to Fishers and local Indiana culture, bright and vibrant color palette, and design elements that abstractly reflect the values of Alderman Automotive. The design will not directly reference automotive design elements so as to not require advertising permitting or signage permitting to allow for mural installation, and so as to best connect with the community at large to encourage tourism and engagement.

Artist agrees to install the design on the prepared wall, which the Developer has agreed to appropriately prepare for mural work (in this case, removing the line of bushes directly in front of the mural wall as well as providing a clean wall surface that has been at least primed, or both primed and painted, white, ivory, gray, or cream with mold resistant products). The Artist will then facilitate drawing and mural painting, ideally in **August 2023, as construction schedules, approvals, weather, and the Artist's schedule allows**. No other artist(s) shall perform or complete the Work without Developer's prior written consent.

1b. Delays. The Developer hereby understands that if construction, permitting, design approval, or schedule delays occur and push the Work past August 2023, there is a chance that completion of the Work may be delayed until later in Summer 2024 when the Artist's schedule is open.



1c. Deadlines.

- Contract is signed by December 23, 2022
- Design meeting is held, likely virtually, by January 31, 2023
- Grant funding is determined by March 31, 2023
- Design is fully approved by all relevant parties, including those at the City of Fishers if required, by April 14, 2023
- Materials are ordered by April 28, 2023
- The mural wall is prepared, including the removal of bushes along the mural wall along with washing or priming of the wall as deemed necessary, no later than July 29, 2023
- Mural is installed ideally between **August 7, 2023 and August 19, 2023**; or between **June 3, 2024 and June 14, 2024** if delays in approvals occur

2. Approved Design. The parties shall work together to arrive at an agreed-upon design for the Work ("**Approved Design**"). The Developer will meet either virtually or in person with the Artist to discuss brand identity, artwork goals, design ideas, the site, and any other factors important to the design process including the elements listed in Section 1 of this Agreement. The Artist will then create a high level concept design of the mural for the Developer's approval, inclusive of where the Artist's signature shall be placed (either on the work itself or via a plaque if deemed necessary by the Developer, which will be at the Developer's expense). The concept design may take the form of a sketch, a digital image, a sample painting, or a combination of these tools, with the goal to illustrate the mural's content, placement of that content, and the design's color palette. The Developer, by signing this agreement, understands that the concept design and the finished mural may differ slightly, due to the Building's surface and installation challenges as well as a number of other factors that influence mural installation. The Developer shall provide written approval of the design for the Work. Once complete, the Approved Design shall be attached hereto as Exhibit B. No more than **two rounds of revision** will be entertained without further expense in the design approval process at the cost of \$125 per hour, or the Artist's current standard rate for such work. No revisions or additions after design approval will be entertained without further expense. The Artist retains the right of refusal to continue to provide design revisions for the Work if the creative direction and general understanding between the parties is significantly opposed or has significantly changed after two rounds of revisions after the initial design discussion, as referenced earlier in this section.

3a. Fees. Artist's total fee for completing the Work is **\$40,600.00 ("Fee")**. The parties acknowledge that all painting materials and supplies needed for the Work are at the Artist's cost and expense, as well as travel expenses, insurance costs, and shipping costs of materials if necessary. The parties acknowledge that all permitting fees, if applicable; associated signage and logo permitting and acquisition costs, if applicable; all power washing, priming, and sealing materials and any associated labor costs, if applicable; lift rental fees for the duration of installation, if applicable; any sidewalk or other legal permits as deemed necessary, if applicable; and any plaques or artist



signage, if the Developer desires to install one or any, are at the Developer's cost and expense. Artist acknowledges and agrees that no other fees, expenses or costs will be paid to Artist unless approved in writing, in advance, by Developer. Payment terms are net thirty (30) days from Developer's receipt of each of Artist's invoices, provided that such invoices are submitted consistent with the following schedule:

- (a) 15% of the Fee (\$6,090.00) shall be invoiced upon completion of this agreement, and payment is due in March 2023;
- (b) 42.5% of the Fee (\$17,255.00) shall be payable upon Design Approval in April 2023; and
- (c) the final 42.5% of the Fee (\$17,255.00) shall be payable following completion of the Work.

3b. Termination after Design Work. In the event that permitting, scheduling, design approval delays or misunderstandings, or any other factors impact the validity of this agreement or the parties' desire or ability to uphold it; and if this agreement has been signed before the termination date; then the Artist shall retain 10% of the total Fee (\$4,060.00) as payment for design time, material expenses, travel costs, and other services rendered as long as the Artist has not begun installing the Work on the Building. The remaining balance of the fee shall then be waived and/or returned to the Developer at the address provided upon termination of this agreement.

If the Artist has begun installing the Work on the Building upon termination of this Agreement, then the Artist shall send an invoice reflecting the percent to completion of services rendered to date, which shall be no less than 50%, and up to 100%, of the total project Fee in order to cover material expenses incurred and services rendered to date. The remaining balance of the fee shall then be waived or returned upon termination of this agreement.

4. Artist's Representations. Artist represents and warrants that (a) Artist will exercise due care in performing the installation of the Work on the Building, (b) the completed Work shall be largely consistent with the Approved Design, (c) Artist shall complete the Work in accordance with the standard of care applicable to similar projects, and (d) if deemed necessary by the Developer, the Artist will maintain commercial general liability insurance in amounts specified in advance by Developer, and provide Developer with a certificate of insurance naming Developer as an additional insured.

5. Completion. The target date for completion of the Work is in August 2023, dependent upon weather, Artist's schedule, Design Approval, Grant Feedback, Developer's construction and opening schedule, site access, permitting, and a number of factors that may affect completion. The Completion date may be revised if agreed upon in writing by both parties, with a fallback date of June 2024.



6. Intellectual Property. Immediately upon completion of the Work, the Artist shall retain full ownership of all intellectual property in the Work, including but not limited to the right to reproduce and create derivative works of the Work. Following such, the Artist shall have the right to file for copyright protection for the Work with the U.S. Copyright Office. Artist acknowledges that the Developer will be entitled, in its sole discretion, to maintain, alter, remove, destroy, and repair the Work. Developer has the obligation to use the Artist's name in connection with the Work, as well as their social media handles, in any reproductions and related merchandise as appropriate, and otherwise to promote Developer's building, programming, and brand. The Artist retains the ability to utilize the work for portfolio work, submissions, and marketing collateral. The Artist grants the Developer the right to the use of the Work, or its likeness, for any noncommercial purposes such as in marketing, on websites, in brochures, in printed materials, in social media content, etc. without expiration. A separate agreement must be struck in order for the Developer to license the Artist's work for reproduction, merchandising, copyright, trademark, or any other commercial or proprietary purpose.

7. Independent Contractor. The Artist is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent or servant of the Developer. The Artist shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Artist's relationship and the relationship of its employees to the Developer shall be that of an Independent Contractor and not as employees or agents of the Developer. The Developer does not have the power or authority to bind the Artist in any promise, agreement or representation other than as specifically provided for in this Agreement.

8. Indemnity. Artist shall defend, indemnify and hold harmless Developer, its affiliates, directors, volunteers, officers, employees, agents, successors, representatives and assigns, from and against any and all claims and damages resulting from any action or omission of Artist, including but not limited to any failure by Artist to comply with this Agreement.

9. Amendments; Integration. This Agreement may be modified only by the express written agreement of the parties. This writing constitutes the full and entire agreement of the parties regarding the subject matter of this Agreement.

10. Severability. If a provision of this Agreement is held to be unenforceable, the other provisions will remain in full force and effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.

11. Notices. Unless specified otherwise in this Agreement, any notice required or permitted to be given under this Agreement will be in writing and sent to the addresses included in the first paragraph of this Agreement or to such other addresses as Developer or Artist may from time to time designate by written notice to the other.



12. **Choice of Law; Venue.** The terms and provisions of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

13. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and to their respective transferees, successors and assigns.

14. **Survival.** The provisions of this Agreement that by their nature should survive termination of this Agreement shall so survive.

15. **Construction.** The parties acknowledge and agree that this Agreement shall be deemed to have been jointly prepared by each party and their respective legal counsel and will not be strictly construed for or against either party on the basis of authorship.

16. **Acknowledgements.** The parties acknowledge and agree that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement and (c) has consulted with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with such party's execution of this Agreement. Artist and Developer have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

.....

DEVELOPER SIGNATURE:

Printed Name: TRAVIS ALDERMAN

Title: PRESIDENT

Date: 12/13/2022

.....

ARTIST SIGNATURE:

Printed Name: NEKODA WITSKEN, HUE MURALS LLC

Title: Muralist, Owner of Hue Murals LLC

Date: December 6, 2022



EXHIBIT A Location of Building/Work

Mural is to fill yellow area as indicated below, after removal of the line of bushes

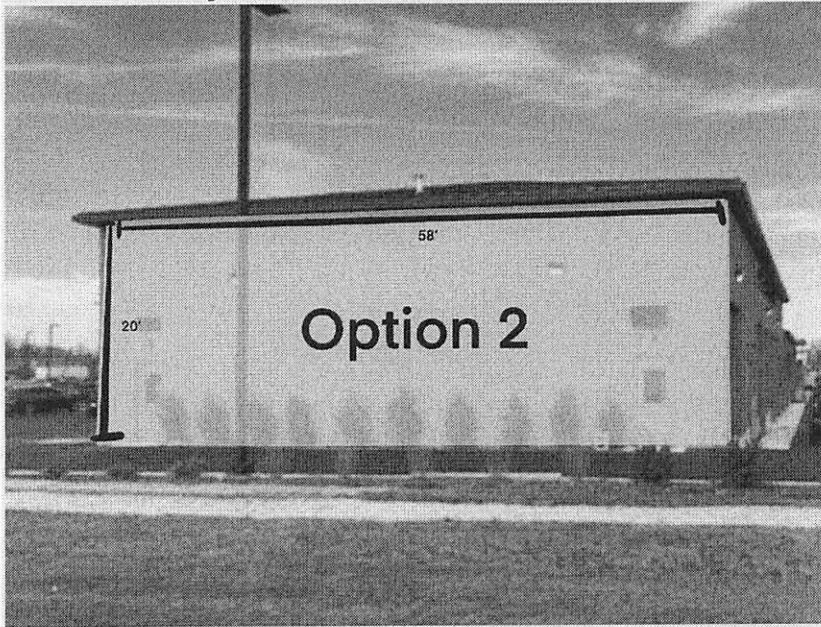


EXHIBIT B Approved Design

[Insert Approved Design Concept here once fully approved]

L A Landscapes Inc

PO Box 32
Westfield IN 46074

(317) 776-1974
l.a.landscapes.indy@gmail.com



RECIPIENT:

Alderman Automotive

13875 Trade Center Drive
Fishers, IN 46038

Quote #994

Sent on 12/14/2022

Total \$1,700.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Landscape Installation	Arborvitae transplant: Transplant 10 existing Arborvitae. Cut bed around dumpster. Apply 2 ton Maylen black stone and weed barrier fabric.	1	\$1,700.00	\$1,700.00

Total \$1,700.00

1) All material guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. 2) Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders and will incur extra costs over and above the estimate. 3) Irrigation warranty to follow manufacturer. 4) All plant material guaranteed 1 year. 5) Hardscape installed according to ICPI standards. 6) Hardscape material will coincide with manufacturer's warranty. 7) Customer responsible for the removal of vehicles and/or obstructions from the work area. 8) Contract is all inclusive unless otherwise stated. 9) L A Landscapes, Inc and their employees are fully insured.

L A Landscapes Inc

PO Box 32
Westfield IN 46074

(317) 776-1974
l.a.landscapes.indy@gmail.com



Notes Continued...

10) This proposal may be withdrawn if not accepted within 30 days.

By signing this proposal of contract, client understands the above terms and agrees to pay all invoices as outlined above and is responsible for all attorney fees and court costs concerning collection. 1 ½% per month (18% annual) will be added to balances after thirty (30) days, along with all collection costs.

Signature: _____ Date: _____





Key Performance Indicators (KPI)

Below is a list of suggested KPI's to begin capturing. Planning & Zoning staff would be responsible for collecting information. Grant recipients would be required to submit Final Reports with required metrics.

Overall metrics to capture annually:

- Number of artists served through grants, contracts, and licenses
- Number of arts organizations served through grants and contracts
- Total number of grants and contracts awarded
- Dollar amount of awarded grants and contracts
- Percentage of grants or contracts awarded to individuals from or organizations representing historically underserved communities
- Number of public art projects completed during the year

Final Reports for Grant Recipients:

Number of performances/exhibition days	
Number of attendees/participants	
Number of new works created	
Number of volunteers (if applicable)	
What sector are you associated with? I.e. nonprofit, commercial, or public sector arts-related organization	
Where was the event held? I.e. Library, school, park, restaurant, etc.	
Were there web-based opportunities for participation?	

1. Did your project go as planned? Highlight key changes to your project (if any).
2. How do you think your project has contributed to your development as an artist, and to the larger arts scene?
3. What was your audience/participant profile like (age, gender, ethnicity, disability and socio-economic breakdown) and how was their response to your work?
4. What challenges did you meet along the way, and how did you overcome them?