



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: 5/9/2023, at 6:00 PM

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

- 1. Call to Order & Pledge of Allegiance**
- 2. Introduction of New Commissioners**
 - a.
 - Drew Braley, Principal & Landscape Architect Studio Director with Browning Day
 - Angela Frazier, Business Development Director with American Structurepoint, Inc.
- 3. Consent Agenda**
 - a. Approval of Previous Minutes (January 10, 2023)
 - b. March 2023 Financial Report
 - c. May 2023 Financial Report
- 4. New Business**
 - a. Fishers Parks Update

b. Community and Public Relations Update

c. Planning & Zoning Update

2023 Creative Council PSA – Document – Voting Item

2023 Maintenance Assessment – Document – Voting Item

d. FACC 2023 Grant Program Recommendation

FACC Business Matching Grant 2023, Cycle 2 – Document – Voting Item

5. Community Comment

a. Nickel Plate Arts

b. Fishers Arts Council

Save the Dates: Second Fridays, FAC Gallery at the HUB, 11810 Technology Drive
Fishers, IN

1. Second Friday: The Forgiving Sea Project (FACC Funded) – May 12, 2023, at
HCCF, 6 – 8 PM

2. Second Friday: Summer Shine - Community Art! – June 9, 2023, at HCCF, 6 - 8
PM

Spark!Fishers Car + Art Show – June 22, 2023, Central Green 6 – 9 PM

Arts Kulture Appetizers – June 23, 2023 (FACC Funded) by Alpha Kappa Alpha
Sorority, Inc- Chi Chi Omega Chapter & Emerging Pearls Foundation, Inc.

6. Announcements

7. Adjournment



The January 10, 2023 meeting of the Fishers Arts & Culture Commission was convened at 6:00 p.m. by Katie Haigh.

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

Election of Officers took place. Cecilia nominated Katie Haigh to be Chairperson of the FACC for 2023. The nomination was approved, 5-0. Katie nominated Ben Yoder to be Vice-Chairperson of the FACC for 2023. The nomination was approved, 5-0.

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

b) New Business:

- a. Fishers Parks Update was presented by Marissa Deckert, who recapped upcoming events, such as: classes at the Maker's Playground, Spark! Fishers, and the Agripark.
- b. Samantha Wisecup recapped PR initiatives and discussed the Joint Press Release for the Art Grants and the Neighborhood Vibrancy Grants.
- c. Planning & Zoning Update – Ross Hilleary
- d. **FACC 2023 Grant Program** – The vote was taken to approve applicants and amounts. Ross presented the 20 program applicants. After discussion, **Katie asked for a Motion. Ben made a Motion to approve the first 5 applicants as listed:**

Shelley Feeney \$5750
St. George Middle Eastern Festival \$6500
Forgiving Sea Project \$7500
Emerging Pearls Foundation\$7500
Fishers Arts Council \$7500

The Motion was seconded by Jocelyn. The Motion was approved, 5-0.

After Commission discussion, it was decided to partially fund and approve 4 at \$4000.

Fishers Music Works
31Svn Street Dance Academy
Resounding Joy
Shaunt'e Lewis Art LLC

Recap from Staff:

The 2023 Winners are:

- Emerging Pearls Foundation (\$7,500)
- Fishers Arts Council (\$7,500)
- The Forgiving Sea Project (\$7,500)
- St. George Middle Eastern Festival (\$6,500)
- Shelley Feeney, Artist and Art Educator (\$5,750)
- 31Svn Dance Academy (\$4,000)
- Fishers Music Works (\$4,000)
- Resounding Joy (\$4,000)
- Shaunt'e Lewis Art LLC (\$4,000)

2022 Winners were:

- En Pointe Indiana Ballet
- Ignite Studio at HEPL
- Fishers Arts Council
- Janus Development Services
- Fishers Music Works
- JPPARSSI, Inc.
- Hamilton County Community Foundation
- Shanut'e Lewis Art LLC.
- High Frequency Arts
- Tuning Forks

Katie asked for a Motion. Ben made a Motion to approve, seconded by Jocelyn. The Motion was approved, 5-0. In discussion, it was confirmed by Cecilia that the Advisory Committee on Disability does not do grants. It was also discussed if the Fishers Music Works sculpture could stay in Fishers at the future Arts Center.

- e. FACC Business Matching Grant 2023, Cycle 1-** Staff Recommends the Alderman Auto project with muralist Koda Wisken. Staff also recommends that the FACC should match ½ the artist fee of \$20,300. **Katie asked for a Motion. Jocelyn made a Motion, seconded by Cecilia, with two conditions:**

The \$20,300 artist fee

The standing Art committee should view the design before work is started

The Motion was approved, 5-0.

f. Key Performance Indicators (KPI) –the KPI Subcommittee met in December. Reports are due 1/15/23 for 2022. Discussion included budgets, feedback items. Calculating economic impact, a general survey. Inviting participants to come in for feedback was discussed.

- g. Creative Council-- Aili and Ryan recommend a bi-monthly on-line check in, following the 2nd Tuesday model.

Community Comment:

Nickel Plate Arts- Aili spoke about Comic Book in a Day with special guest Bob Hall. Laura will be hosting a lettering seminar.

Fishers Art Council Update -Laura recapped upcoming exhibits at Meyer Najem and FDR. There will be 12 receptions on 2nd Fridays at the HUB, 11810 Technology Dr. in Fishers. Correction: The March 11 date is corrected to March 10.

Announcements- Jocelyn announced that the Armed Services Commissions has an RFP out for Art. Cecilia spoke about the request for the Color Festival at the Ampitheater. Marissa noted that the special event fee at the Ampitheater is \$5000. Katie noted that there are two vacancies on the Commission.

Next Meeting: March 14, 2023, at 6:00 PM **at Pavilion Conference Room.**

Adjournment- As there was no other business, the meeting was adjourned at 7:10 PM.

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**A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AND
FISHERS ARTS COUNCIL.**

This Professional Services Agreement ("Agreement"), entered into by and between the **City of Fishers**, by and through the Fishers Arts & Culture Commission ("City") and **Fishers Arts Council** ("Consultant"), is executed pursuant to the following terms and conditions:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement" shall mean this Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Consultant. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Consultant which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Consultant.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONSULTANT

- 2.01 Consultant shall provide services as specified in Attachment A, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon full execution of this Agreement and shall terminate on December 31, 2023, unless terminated earlier in accordance with this Agreement.

- 3.02 This Agreement may be renewed by agreement of the parties. A renewal shall be only by written instrument signed by City and Consultant and attached hereto as an amendment.

SECTION IV. COMPENSATION

- 4.01 For services provided herein, the City shall pay Consultant an amount that **shall not exceed Two Thousand and no/100 Dollars (\$2000)**, as further specified in Attachment A.
- 4.02 Consultant shall submit an annual invoice for services performed under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Consultant within thirty (30) days after receipt of such invoice.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Consultant is an independent contractor as that term is commonly used and is not an employee of the City. As such, Consultant is solely responsible for all taxes and none shall be withheld from the sums paid to Consultant. Consultant acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Consultant has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting Approval. The parties agree that Consultant shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City; provided however, City and Consultant acknowledge and agree that it is not be considered an assignment for Consultant to acquire insurance products from nationally known, primary holding insurance companies. In the event that City approves subcontracting, assignment or delegation, Consultant shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Consultant shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Consultant of any responsibility for performing under this Agreement.
- 5.03 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available within a reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.04 Confidentiality. For the purpose of this Agreement, "Confidential Information" means all information of City that is not readily publicly available and was provided by City to

Consultant to enable insurance to provide services hereunder or material that has been expressly designated by as "Confidential" by City.

- 5.05 Use of Confidential Information; Limitations and Exceptions. Consultant agrees to receive and maintain all Confidential Information in strictest confidence using, at a minimum, reasonable care and, except as provided herein, shall not use Confidential Information for its own benefit or disclose it to third parties without the prior written consent of City. Notwithstanding the foregoing, Consultant shall not have any obligations under this Agreement with respect to information that (A) is publicly available at the time of disclosure; (B) is disclosed to Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (C) becomes publicly available after disclosure through no fault of the Consultant; (D) is independently developed by Consultant without breach of this Agreement; (E) was reasonably required to be disclosed under Indiana law, an order of any court or other governmental authority; or (F) was necessary for Consultant to disclose to provide the services subject to this Agreement.

5.06 Termination for Cause or Convenience.

- 5.6.1 If Consultant becomes insolvent, refuses or fails to perform the work and services provided by this Agreement, refuses to perform disputed work or services as directed pending resolution of such dispute, or fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Consultant shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate. In determining the amount of final payment to be made to Consultant upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Consultant's default.
- 5.6.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Consultant is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Consultant's compensation shall be equitably adjusted.
- 5.6.3 Upon receipt of notice of termination for default or for City's convenience, Consultant shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Consultant in performing this Agreement, whether completed or in process. For purposes of this Agreement, "Works" shall mean, without limitation, improvements, reports, documentation, ideas and writings and applications thereof relating to the services provided to City pursuant to this Agreement including, but not limited to, memoranda,

notes, lists, charts, drawings, records, files (and all copies thereof) made or compiled by Consultant on behalf of City.

- 5.07 Indemnification. Consultant agrees to indemnify, defend, and hold harmless the City of Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Consultant or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- 5.08 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Consultant:

Les Reinhardt, Executive Director
11650 Olivo Road, Suite 1000-241
Fishers, IN 46037

To City:

Ross Hilleary
3 Municipal Drive
Fishers, IN 46038

With a copy to:

Lindsey Bennett, City Attorney
11565 Brooks School Road
Fishers, IN 46038

- 5.09 Disputes. Consultant shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Consultant and City may otherwise agree in writing. Should Consultant fail to continue to perform its responsibilities regarding non-disputed work, any additional costs incurred by City or Consultant shall be borne by Consultant, and Consultant shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.10 Non-discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, or gender identity. Consultant will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, national origin, sexual orientation, or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.11 Conflict of Interest.

5.11.1 Consultant certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.11.2 For purposes of compliance with IC 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a *relative*, as that term is defined by IC 36-1-21-3, of a Fishers City Council member.

5.12 Non-contingent Fees. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.13 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.14 Applicable Laws; Forum.

5.14.1 Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Consultant to determine whether the provisions of the Agreement require formal modification.

5.14.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Fishers, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.15 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.16 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.17 Attorneys' Fees. Consultant shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.
- 5.18 Successors and Assigns. City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.19 Authority to Bind Consultant. Notwithstanding anything in this Agreement to the contrary, the signatory for Consultant represents that he/she has been duly authorized to execute agreements on behalf of Consultant and has obtained all necessary or applicable approval from the home office of Consultant to make this Agreement fully binding upon Consultant when his/her signature is affixed and accepted by City.
- 5.20 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Consultant shall enroll in and verify the work eligibility status of all newly hired employees of Consultant through the E-Verify Program ("Program"). Consultant is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.20.1 Consultant and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Consultant or its subcontractor subsequently learns is an unauthorized alien. If Consultant violates this Section 5.24, City shall require Consultant to remedy the violation not later than thirty (30) days after City notifies Consultant. If Consultant fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Consultant shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Consultant did not knowingly employ an unauthorized alien if Consultant verified the work eligibility status of the employee through the Program.

5.20.2 If Consultant employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.20.3 Consultant shall, prior to performing any work, require each subcontractor to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Consultant shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Consultant determines that a subcontractor is in violation of this Section 5.24, Consultant may terminate its contract with the subcontractor for such violation.

5.20.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Consultants enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

5.21 Key Persons. The parties agree that the work described in this Agreement to be performed by Consultant is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Consultant, or, if Consultant is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, subject to the procedures prescribed in Section 5.07.2 and make its own new Agreement with any other party for completion of the work herein described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Fishers Arts Council ("Consultant")

By: _____

Date: _____

Printed: Les Reinhardt, Executive Director

CITY OF FISHERS ("City")

By: _____

Date: _____

Printed: Scott Fadness, Mayor

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter “Agreement”) by and between the **City of Fishers** (hereinafter “City”) and **Fishers Arts Council** (hereinafter “Consultant”), Consultant shall do, perform, and carry out in a good and professional manner the following services:



Fishers Arts Council will serve as a contractor to the City of Fishers in 2023 in order to assist in the development of the Fishers Arts & Culture Commission and the Creative Council.

SCOPE OF WORK:

- Nurture the organic growth of the Creative Economy in Fishers through the Creative Council
- Support and promote the growth of creative professionals and creative organizations with strong ties to Fishers through the Fishers Arts & Culture Commission (FACC)
-

DELIVERABLES:

- Management and direction of the Fishers Creative Council:
 - o Coordinate and lead bi-monthly meetings on the second Monday of the month, or as the Council's schedule allows
 - o Recruit new members and engage existing members between meetings by sending notes, reminders, and updates
 - o Remind members to submit information to the ThisIsFishers website and the Hamilton County Tourism Calendar.
 - o Coordinate with City Departments (Planning & Zoning, Community & Public Relations, Fishers Parks, etc.) on proposed or upcoming events that will engage the Creative Council.
 - o Facilitate connections between the Creative Council and the FACC by providing reports to the FACC and relaying information, questions, feedback, and ideas between the two bodies, as a non-voting member representing the Creative Council on the Commission.

Payments and Reporting:

Fishers Arts Council will provide the above scope of work and deliverables to the City of Fishers beginning June 1, 2023 and ending Dec 31, 2023. The City of Fishers will pay Fishers Arts Council the sum of \$2,000. Fishers Arts Council will submit an invoice when the contract is approved for the full amount.

Fishers Arts Council will provide reports when requested by the Fishers Arts and Culture Commission. Fishers Arts Council will need at least two weeks notice to develop any report.

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Consultant entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Consultant): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____.

My commission expires: _____ (Signed) _____

a. Residing in _____ County, _____ State
of _____

Fishers Art Assessment

Prepared by: Brose Partington

brosepartington@gmail.com

September 6, 2022

Title: Indiana Seasons

Location: Riverview Health - ER / Urgent Care, 9690 E 116th Street

Condition: This piece is in great condition. There are no broken welds or broken glass, and there are no paint scuffs.

Recommendations: This piece should be power washed and cleaned with a mild detergent and water. Title card or name plaque recommended.



Title: Balloon Ride	Location: 11624 Holland Drive
Condition: Flaking and cracked paint were observed, primarily in the black paint.	
Recommendations: The paint should be touched up or box re-painted. Clean with water and mild detergent. Title card recommended.	
	
	

Title: Straight on Monon	Location: 8626 E 116th Street
Condition: Cracked paint was observed throughout this piece.	
Recommendations: The paint should be touched up or box re-painted. Clean with water and mild detergent.	
No photo	

Title: Blue Rose Junction

Location: Handel's Ice Cream, 8760 E
116th Street

Condition: This mural is in good condition.

Recommendations: Title card recommended.



Title: Bike Ride

Location: 8787 E 116th Street

Condition: This piece is in good condition.

Recommendations: This piece could use a clear coat to help protect the paint. Title card recommended.



Title: Mille Bornes

Location: 11669 Commercial Drive

Condition: Cracked paint was observed, primarily in the black and red paint.

Recommendations: The paint should be touched up or box re-painted. Clean with water and mild detergent. Title card recommended.



Title: Birds

Location: Nickel Plate District
Amphitheater at 6 Municipal Dr, Fishers, IN
46038

Condition: Bird droppings were observed on this piece.

Recommendations: This should be washed with a mild detergent. Title card recommended.

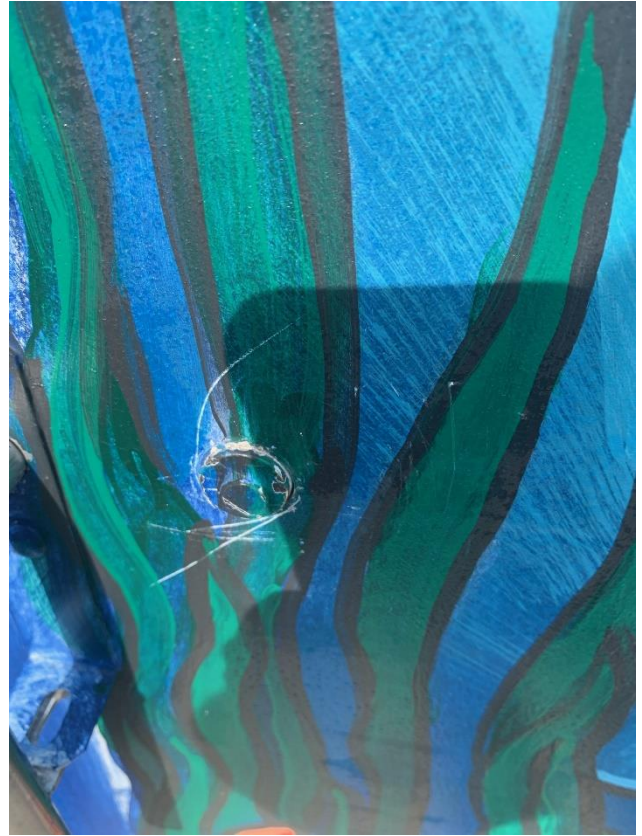


Title: Aquarium Surprise

Location: 11 Municipal Drive

Condition: The paint on this piece is in good condition. Scratches were observed around the key access point.

Recommendations: The scratches could be touched up. Clean with water and mild detergent. Title card recommended.



Title: I in Fishers	Location: 10 Municipal Drive
Condition: This piece is in good condition, though some tears and abrasions were observed. The color is good.	
Recommendations: Replace the vinyl when condition worsens.	
	
	

Title: Brew Still My Heart

Location: Four Day Ray Brewing, 11671
Lantern Road

Condition: This piece is in good condition. It is missing a couple of nails.

Recommendations: The piece could be vacuumed or lightly brushed.



Title: Siege the Day

Location: Meyer Najem building in Fishers. 11787 Lantern Road, Fishers, IN, 46038

Condition: Rust was observed along the bottom of this sculpture and the bottom of the top edges. Chalky paint was also observed along with cracks in the paint.

Recommendations: Remove rust and re-paint. Clean with mild detergent and wax with a carnuba wax.





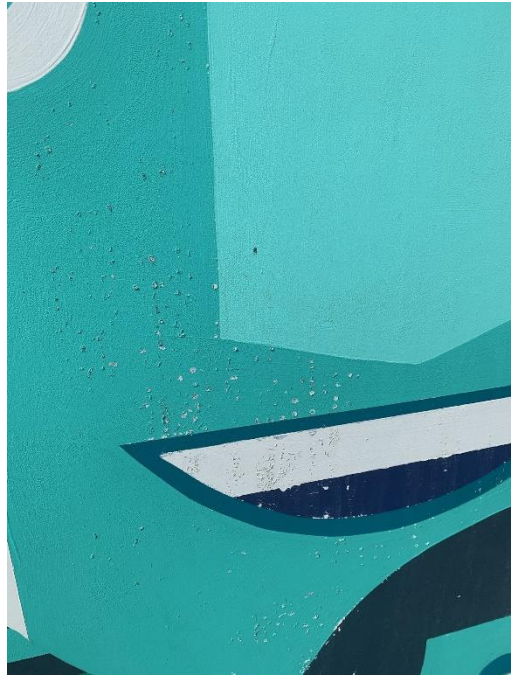
Title: Face the Music

Location: 11680 Commercial Drive

Condition: This piece is cracked and flakes were observed in the paint. There are also scuffs from a mower.

Recommendations: The paint should be touched up or box re-painted. Clean with water and mild detergent. Title card recommended.





Title: Indiana Daffodils

Location: 8890 E 116th Street

Condition: Graffiti was observed on this piece along with heavy cracking and fading paint loss.

Recommendations: The paint should be touched up or box re-painted. Clean with water and mild detergent. Title card recommended.



Title: Behind the Curtain

Location: Jiffy Lube of Indiana, 13855 Olivia Way

Condition: This piece is in great condition. Some paint loss on adhesive near building block seam.

Recommendations: Not sure if the adhesive that is losing paint can be touched up. The caulk might be a silicone base, in which case the paint would not adhere.



Title: Harmony

Location: IU Health Saxony Hospital,
13000 E 136th Street

Condition: This piece is in good shape. Rust was observed along with paint cracking. Was not able to observe if the lights worked and fountain element was not on.

Recommendations: Remove rust and cracked paint. Prime the rusted areas with a rust inhibitor paint. The paint should be touched up or re-painted. Clean with water and mild detergent.



Title: Rolling Rhythm

Location: Witten Park at 13256 Saxony Blvd, Fishers, IN 46037

Condition: Chalk was observed on surfaces. The hardware looks good. The welds look cold. The lights look shifted away from the sculpture.

Recommendations: Clean with water and mild detergent. Replace or re-fix lighting.



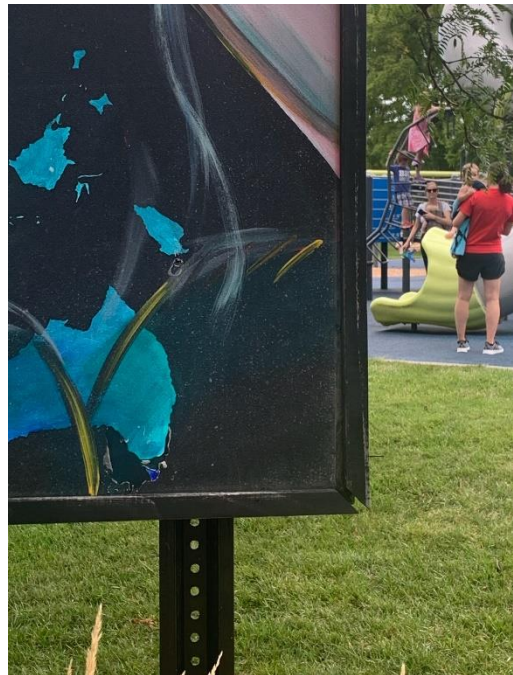


Title: Mudsock Spirit

Location: Roy G. Holland Park

Condition: The wood frame is coming apart on the side and top. The silicone coating or anti-graffiti coating is peeling from the surface.

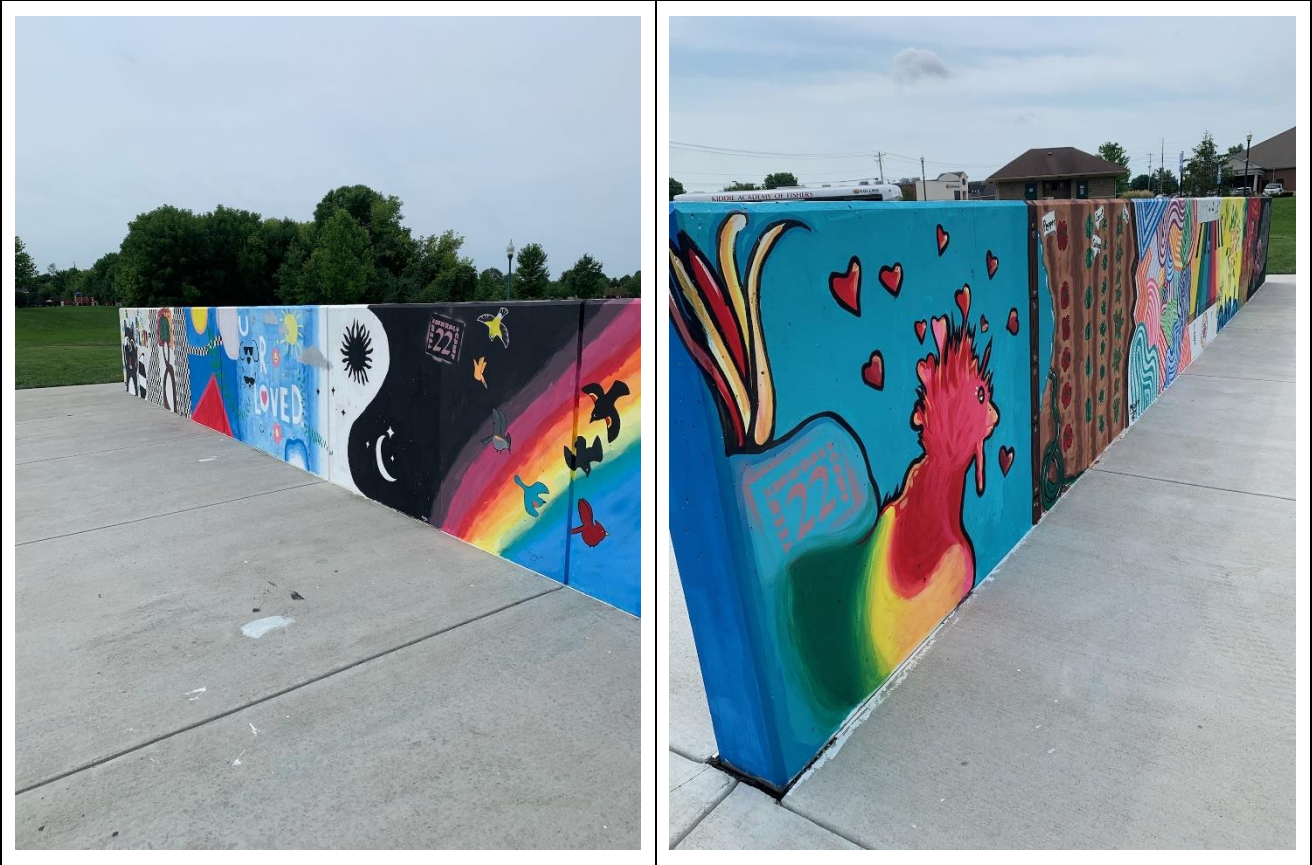
Recommendations: The frame should be re-attached. Consider adding more graffiti coating to missing areas. Title card or name plaque recommended.



Title: Fishers Art Wall	Location: 11740 Brooks School Rd.
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Condition: This piece is in great condition. It looks like it was recently painted.

Recommendations: None



Title: Untitled

Location: Hyatt Place at 11455 IKEA Way,
Fishers, IN 46037

Condition: This piece is in good condition. A light dust coated the surfaces of the pieces. The front desk had no information on artist or concept.

Recommendations: This piece needs a title card or name plaque. Provide more information for the front desk staff. Use a variable speed vacuum on medium setting to remove dust.

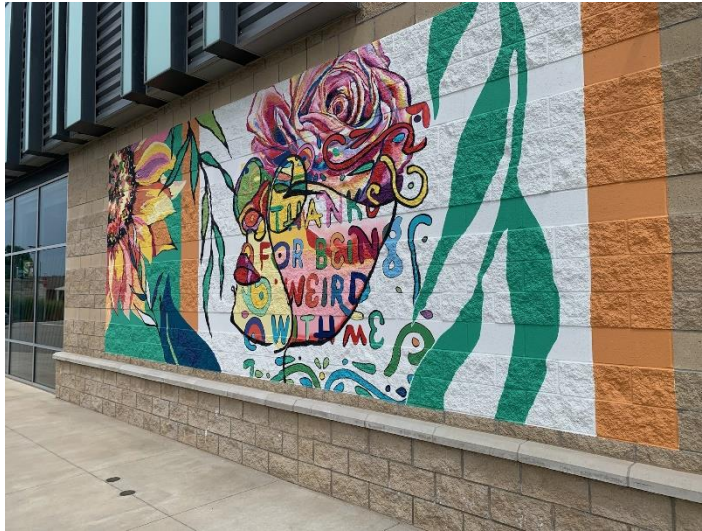


Title: Thanks for Being Weird with Me

Location: Verizon at 11545 IKEA Way
Ste 610, Fishers, IN 46037

Condition: This piece is in great condition.

Recommendations: Title card or name plaque recommended.

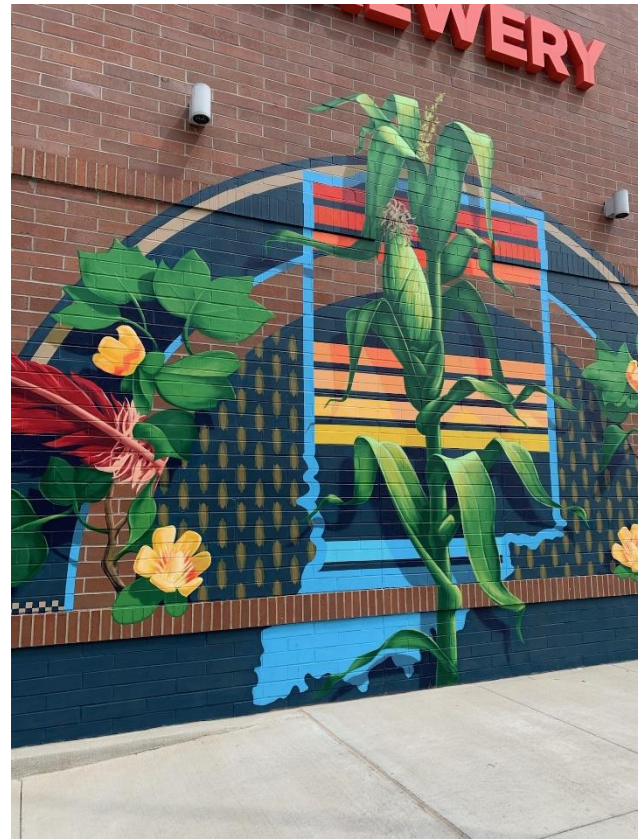


Title: Sun King Fishers Mural

Location: Sun King at 9713 District North Drive Suite 1220, Fishers, IN 46037

Condition: This piece is in great condition.

Recommendations: None



101352**Fishers Arts & Culture Business Matching Grant****Status:** Active**Date Created:** Feb 20, 2023

Applicant

Harrison Custer
custerconstructionllc@gmail.com
7668 Willow Ridge
Fishers, IN 46038
8014738683

Primary Location

7990 E 106TH ST
FISHERS, IN 46038

Owner:

Berkley Grove HOA
7990 106th St E Fishers, IN 46038

Organization Information**Applicant Name**

Berkley Grove POA

Name of Business

Berkley Grove POA

Primary Contact Name

Harrison Custer

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

7668 Willow Rdg

Primary Contact City

Fishers

Primary Contact State

IN

Primary Contact Zip Code

46038

How long has your business been in existence?

21 Years

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

Hattem Mekky Fishers Engineering Dept.

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

Our HOA has a large parcel of land that is bordered on one side by the new nickel plate trail. Currently what is our part of the woods is unkempt and unmanaged leading to an unaesthetic view. Our diverse community has a passion for the arts and would like to construct a unique art project along this section of the nickel plate trail. Our project relates to your core values by being inclusive and collaborative because we plan on having the art built by the residents of our community we are quite diverse in race, age, and background and I believe this will lead to a project that is as unique as our residents. The idea that our lead artists have envisioned is a series of murals which because of the location of the trail being elevated will be angled upward and the viewer will be looking down onto the panels so our theme is, "Looked down on". I believe that this will create engaging and authentic pieces of art.

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

10,000

Total Cost of the Proposed Project

20,000

When will your project take place?

This spring and summer

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

We have four artists from our community but Kathryn Custer is the lead coordinator 801-995-0254

Authentication

By signing below and hitting submit you are acknowledging the truthfulness of your answers and further certifying that checking the box

Digital Signature

Harrison Custer
02/20/2023



Willow Ridge

Nickel Plate Trail



Signature Supply

St

E 106th St

E 106th St

I realize that the vision is hard to understand from my description but here are a few things that I think would be similar to what we want to do.

We really want to have some cool textures and bring in splashes of color. We also love the idea of using recycled materials. Especially the idea of taking a side of an old shipping container and painting it along the corrugations so that at the right angle you can see one image walking from one direction on the trail and a different from the other direction and then a third image when viewed directly.

Because our property borders the Nickel Plate Trail for 750 feet we would like to have several different sections with different textures/feelings/color palets. The artists will be responsible for whats painted but I definitely think this will be something really cool to look at on the trail.



