

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
Monday, February 20, 2023 6:00 PM**

<ul style="list-style-type: none"> • Open, Mayor • Trisha Brauer, Council Member • Benjamin Dickens, Council Member • Jan Faidley, Council Member • Jennifer Hill, Council Member 	<ul style="list-style-type: none"> • Open, Council Member • Tom Madigan, Council Member • Kate Raglow, Council Member • Michael Rebne, Council Member 	<ul style="list-style-type: none"> • Keith Moody, City Administrator • Open, Asst. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director
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Admin	Finance	Safety	Public Works
Raglow	Rebne	Open	Brauer
Dickens	Hill	Madigan	Faidley

I. DISCUSSION ITEMS:

1. 2022 4th Quarter Financial Report (5 min)
2. Review Gateway Art Proposals and Provide Direction to the Art Committee on the Preferred Concept

II. NON-ACTION ITEMS:

III. ADJOURN

Welcome to this meeting of the Committee of the Whole of Roeland Park.

Below are the Procedural Rules of the Committee

The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

- A. Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct

shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. **Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.**

- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.
- C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.
- D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name,

address and/or resident/non-resident group affiliation, if any, before delivering any remarks.

- H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

The governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: DISCUSSION ITEMS- I.-1.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/16/2023
Submitted By: Keith Moody
Committee/Department:
Title: **2022 4th Quarter Financial Report (5 min)**
Item Type:

Recommendation:

No action anticipated.


Details:

Attached is the 4th Quarter 2022 Financial Report based upon the unaudited financial statements for the year ended 2022.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 4th Quarter 2022 Financial Report	Cover Memo



Q4 2022 FINANCIAL REPORT

PRELIMINARY (UNAUDITED) FINANCIALS

February 6, 2023

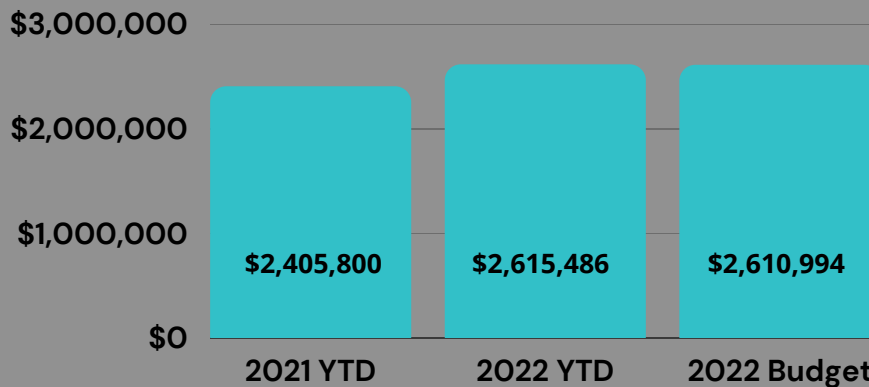
PREPARED BY ERIN WINN, DIRECTOR OF FINANCE

KEY REVENUE INDICATORS



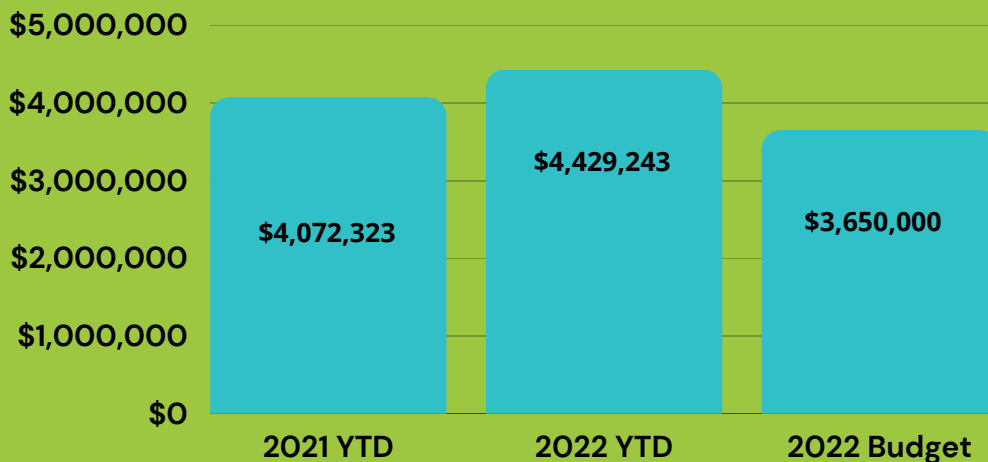
Property Tax

The ad valorem tax revenues are derived from taxes levied on real property, personal property and state assessed utilities. This is one of the largest revenue sources for the City of Roeland Park, with ad valorem taxes levied for the General and Debt Service Funds. Property tax collections in 2022 generated \$2,615,484 million, an 8% increase over property tax collection in 2021. The increase is attributable to the increase in taxable value between 2021 and 2022.



Sales/Use Tax

Combined, sales taxes, excluding those in TDDs and the CID, were 8% greater in 2022 than in 2021. This continues the trend that the City has been experiencing since 2020. Sales tax collections set a 5 year high in 2020. Sales tax collections reflect actual sales tax dollars incurred two months previous, so the sales taxes collected in January and February 2023 will reflect the sales tax from activity in November and December 2022.



POSITIVE

CAUTION

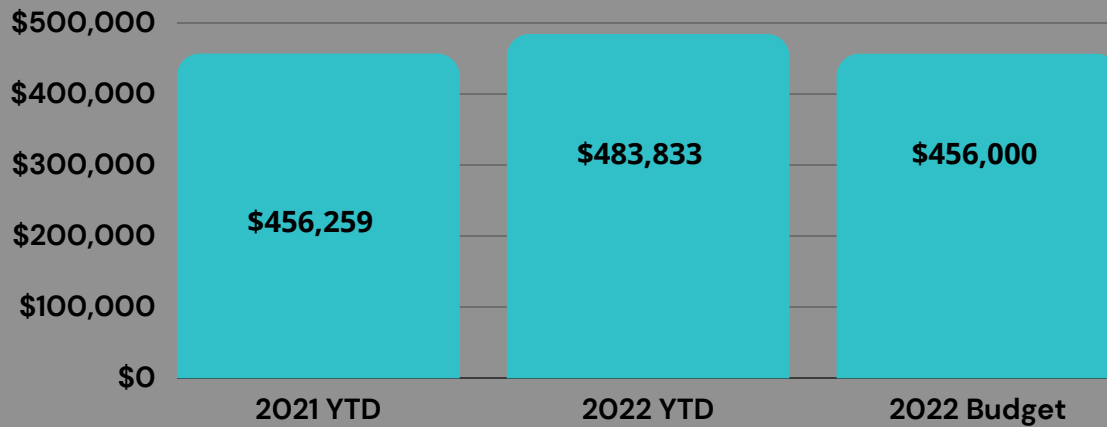
NEGATIVE

KEY REVENUE INDICATORS



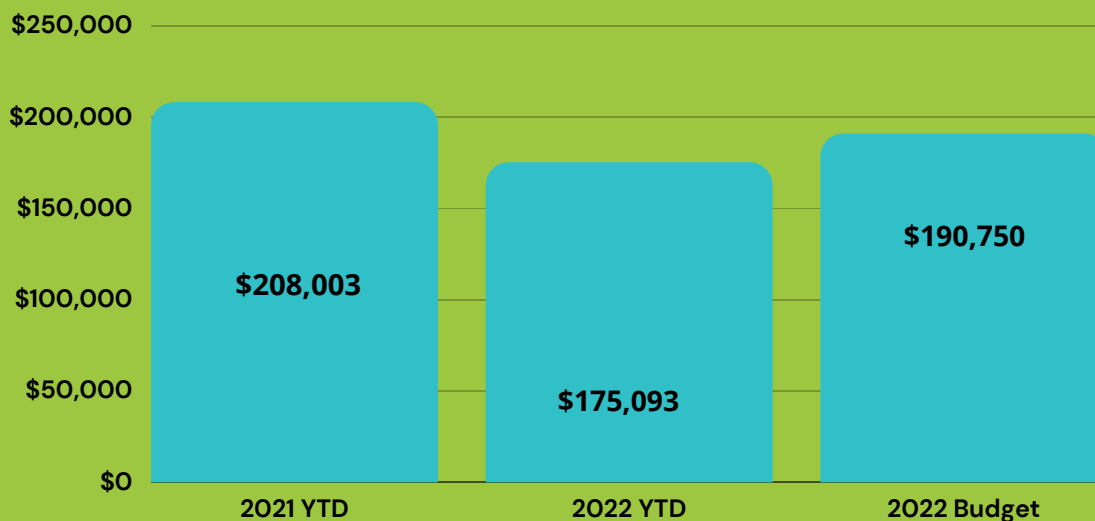
Franchise Fees

Franchise agreements are long term and result in payments to the City of 5% of gross receipts from natural gas, electricity, telephone, cable and internet, and cellular providers. Natural gas franchise fees came in at 130% of budget, due to rising prices in the industry throughout the year.. Telecommunications related franchise fees continue to decline. All franchise fee revenues are credited to the General Fund. Collections are 5% higher than they were in 2021.



Court Fees

Court fines and fees represent only about 7% of General Fund revenues. Interruptions to regular municipal court proceedings due to COVID-19 and staffing shortages in the last two years combined with a 2021 Budget Objective of reducing court fines have led to decreased court revenue. 2022 collections came in at 92% of the 2022 budget. Staff is continuing to analyze court activity to adjust projected and budgeted revenue accordingly.



POSITIVE

CAUTION

NEGATIVE

ALL FUNDS REVENUES: BUDGET TO ACTUALS



2022 revenues came in at 91% of budget across all funds. This percentage is slightly skewed by the Equipment and Building Reserve Fund budgeted revenue, which included revenue from the Rocks sale. This revenue will be realized in 2023. The CID fund is no longer collecting sales tax revenue due to the \$3 million cap established in the agreement. The only revenue budgeted in this fund is from interest on invested funds, and due to market conditions that revenue came in lower than expected. The Special Street Fund will receive CARS reimbursement for projects completed in 2022 and the revenue will be recorded back to 2022.

Fund	YTD Actual Revenues	2022 Budgeted Revenues	Difference	% of Total Budget
General Fund	\$6,664,627	\$6,307,835	\$356,792	106%
Debt Service Fund	\$581,268	\$587,620	\$(6,353)	99%
Aquatic Center Fund	\$283,883	\$293,981	\$(10,098)	97%
Special Street Fund	\$1,542,175	\$2,711,980	\$(1,169,805)	57%
Community Center Fund	\$460,399	\$413,267	\$47,132	111%
Special Infrastructure Fund	\$1,418,906	\$1,178,000	\$240,906	120%
Equip & Bldg Reserve Fund	\$206,908	\$1,457,428	\$(1,250,520)	14%
TIF 1 Fund	\$1,220,626	\$833,015	\$387,611	147%
TDD #1 Fund	\$305,041	\$270,573	\$34,468	113%
TDD #2 Fund	\$166,852	\$150 176	\$16,675	111%
CID #1 Fund	\$13,092	\$33,655	\$(20,563)	39%
TIF 3 Fund	\$352,716	\$363,073	\$(10,357)	97%
Property Owner's Fund	\$33,847	\$33,847	\$(0)	100%
American Rescue Act Fund	\$510,325	\$510,325	\$(0)	100%
TOTAL	\$13,760,682	\$15,144,776	\$(1,384,094)	91%

ALL FUNDS EXPENDITURES: BUDGET TO ACTUALS



Expenditures for all funds average at 91% of budget. This is consistent with the City's conservative approach to expenditure budgeting and forecasting. The TDD funds are both over budget due to high sales tax collection. The TIF 1 and the Equipment and Building Reserve fund are slightly above budget due to final costs of capital improvements and the purchase of the two Johnson Drive properties. The Special Infrastructure Fund is under budget due to the timing of some capital improvement charges associated with R Park and the Community Center.

Fund	YTD Actual Expenditures	2022 Budgeted Expenditures	Difference	% of Total Budget
General Fund	\$5,780,697	\$6,501,802	\$(721,105)	89%
Debt Service Fund	\$581,870	\$584,970	\$(3,100)	99%
Aquatic Center Fund	\$386,723	\$374,431	\$12,291	103%
Special Street Fund	\$2,269,009	\$2,552,467	\$(283,458)	89%
Community Center Fund	\$1,145,403	\$1,170,566	\$(25,163)	98%
Special Infrastructure Fund	\$979,465	\$1,287,000	\$(307,535)	76%
Equip & Bldg Reserve Fund	\$1,195,471	\$1,143,895	\$51,576	105%
TIF 1 Fund	\$395,508	\$368,118	\$27,390	107%
TDD #1 Fund	\$359,508	\$270,000	\$89,475	133%
TDD #2 Fund	\$220,0775	\$149,000	\$71,075	148%
TIF 3 Fund	\$23,460	\$76,000	\$(52,540)	31%
Property Owner's Fund	\$31,960	\$31,875	\$85	100%
American Rescue Act Fund	\$365,188	\$587,246	\$(222,058)	62%
TOTAL	\$13,744,455	\$15,121,397	\$(1,376,942)	91%

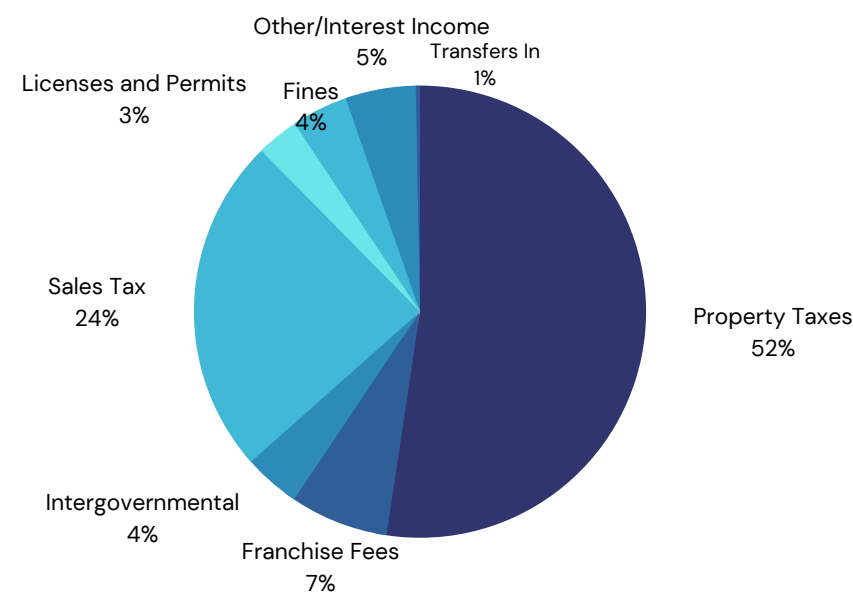
GENERAL FUND SUMMARY:

REVENUE



General Fund revenue collected in 2022 is \$6,652,467, 6% above budget. This is due primarily to high sales tax collection, although franchise fees also came in over budget. While sales tax collections continue to trend higher than budget, staff believes that conservative budgeting is best practice. This keeps the City in a secure position in the instance that numbers return toprecedented growth trends. The ending fund balance in excess of our required reserve will be transferred to the Equipment and Building Reserve fund to help pay for renovations to the newly purchased Public Works building.

Revenue Category	YTD Actuals	2022 Budget	Difference	% of Total Budget
BEGINNING FUND BALANCE	\$2,995,246	\$2,995,246		
Property Taxes & Assessments	\$3,011,091	\$3,009,730	\$(1,362)	100%
Franchise Fees	\$483,833	\$456,000	\$(27,833)	106%
Intergovernmental	\$219,170	\$227,433	\$8,263	96%
Sales Tax	\$1,996,527	\$1,655,327	\$(341,201)	121%
Licenses & Permits	\$143,643	\$160,550	\$16,907	89%
Fines & Forfeitures	\$175,093	\$190,750	\$15,657	92%
Other/Interest Income	\$448,290	\$422,227	\$(26,063)	106%
Transfer In	\$174,819	\$174,819	\$ -	100%
TOTAL REVENUES	\$6,652,467	\$6,296,835	\$(355,632)	106%



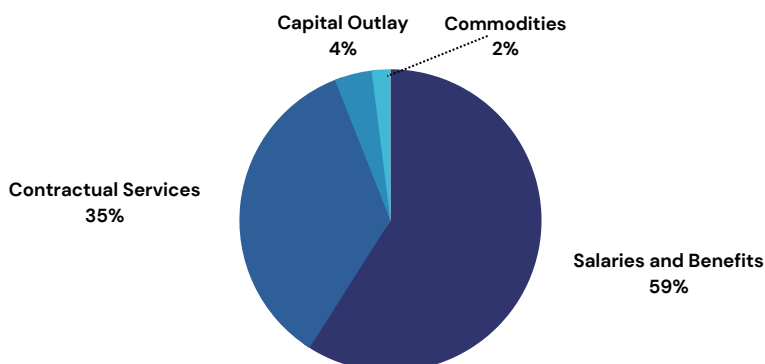
The largest sources of General Fund revenue are property and sales taxes. Property tax revenue is also accounted for the Debt Service and TIF funds. Sales and use tax (use tax means taxes on online purchases) revenue is also accounted for in the Aquatic Center, Special Street, Community Center, and the Special Infrastructure Fund.

GENERAL FUND SUMMARY: EXPENDITURES



General Fund expenditures in 2022 are \$5,764,671 or 89% of budget. Expenses in the General Overhead department are running behind budgeted expenses, notably in residential grant programs. Staff will continue to bolster education and outreach efforts so that these funds are disbursed. In general, expenditures came in below budget which speaks to staff's commitment to deliver services in an efficient and cost-effective way.

Department	YTD Actuals	2022 Budget	Difference	% of Total Budget
General Overhead	\$1,411,833	\$1,816,233	\$404,000	78%
Police	\$1,321,835	\$1,385,130	\$63,294	95%
Court	\$108,725	\$124,902	\$16,177	87%
Neighborhood Services	\$139,486	\$150,530	\$11,044	93%
Administration	\$356,350	\$374,170	\$17,820	95%
Public Works	\$699,898	\$754,208	\$54,310	93%
Employee Benefits	\$1,001,975	\$1,134,272	\$132,297	88%
City Council	\$52,552	\$63,930	\$11,378	82%
Parks and Recreation	\$85,845	\$110,738	\$24,893	78%
Solid Waste	\$586,172	\$583,690	\$(2,482)	100%
TOTAL EXPENDITURES	\$5,764,671	\$6,497,802	\$733,131	89%
INCREASE/DECREASE TO FUND BALANCE	\$887,796	\$(200,967)		
ENDING FUND BALANCE	\$3,883,042	\$2,794,278		



General Fund expenditures make up 54% of all City-wide expenditures. The largest categories of General Fund expenditures are illustrated in the pie chart.

INVESTMENT SUMMARY

In December 2015 the City began to invest its idle cash using Columbia Capital Management as the City's asset managers. The City's initial investment was \$2,423,718. The City now has a total of \$12,794,472 actively invested. Cash in excess of what is needed for general operations, capital projects and debt service has been reinvested in the City's portfolio. The City cashed out some investments in Q4 to cover large capital projects invoices and ensure that our cash balance was adequate for the purchase of the new Public Works building. 2022 accrued interest was \$20,544.

Pooled Cash and Investments

Type of Investment	% of Assets	Market Value	Yield to Maturity
Fixed Income			
Agency Securities	85%	\$10,865,049	2.0
Treasury Notes	6%	\$751,822	2.6
<i>Subtotal</i>	91%	<i>\$11,616,871</i>	2.0
Cash and Cash Equivalents			
TD Ameritrade	9%	\$1,177,601	0.00%
<i>Subtotal</i>		<i>\$1,177,601</i>	0.00%
Total Portfolio	100%	\$12,794,472	1.8%

Q2 TREASURER'S REPORT

City of Roeland Park				
Preliminary Treasurer's Report				
For the Quarter Ended December 31, 2022				
Funds	9/30/2022 Balance	Receipts	Disbursements	12/31/2022 Balance
General Fund	\$ 251,344.75	\$ 927,135.41	\$ 983,946.81	\$ 194,533.35
Bond & Interest Fund	65,370.87	69,200.22	113,893.93	20,677.16
Aquatic Center Fund	16,521.31	6,959.77	19,781.93	3,699.15
Special Street Fund 27 - A	66,196.61	491,933.41	554,056.36	4,073.66
Community Center Fund 27 - C	32,412.87	60,809.45	54,282.77	38,939.55
Special Infrastructure 27 - D	21,991.10	397,430.40	294,007.72	125,413.78
Equipment & Bldg Reserve Fund	39,518.36	166,350.12	202,093.52	3,774.96
TIF 1A/B - Bella Roe / Walmart	202,236.02	4,103.18	(185,422.36)	391,761.56
TDD#1 - Price Chopper	93,359.76	79,688.88	103,875.00	69,173.64
TDD#2 - Lowes	51,042.00	41,246.67	63,375.00	28,913.67
CID #1 - RP Shopping Center	84,956.06	4,608.60	82,383.71	7,180.95
TIF 2A/D - McDonalds / City Hall	867.01	-	-	867.01
TIF 3C - Old Pool Area	24,497.26	1,090.21	19,698.09	5,889.38
American Rescue Act	8,762.91	-	5,204.66	3,558.25
TIF 4 Fund	27,000.00	(30,000.00)	(3,000.00)	-
Property Owners Association Cash	26,023.51	-	15.00	26,008.51
	\$ 1,012,100.40	\$ 2,220,556.32	\$ 2,308,192.14	\$ 924,464.58

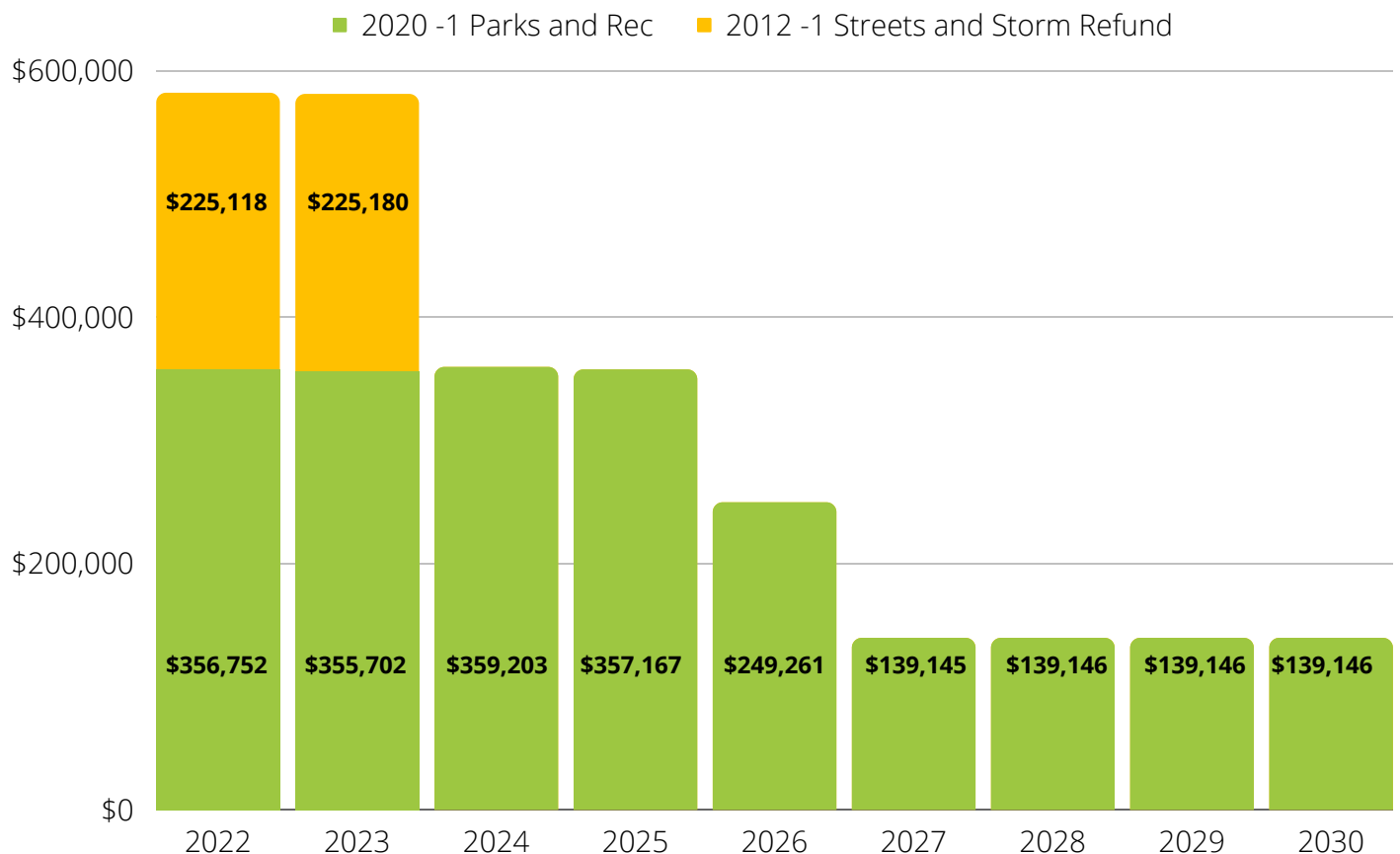
DEBT SUMMARY



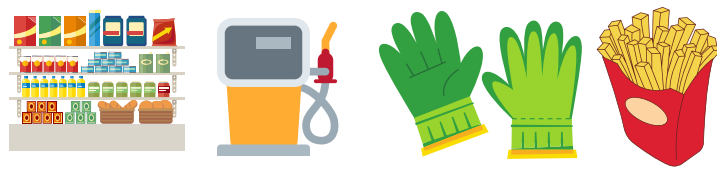
General Obligation Bonds	Approved by Council	Date Issued	Original Amount	Interest Rate	12/30/2022 Balance*	Date Expire	2022 Total Payment
2012 -1 Bond Issue: Refunding Portion 2008-1 (streets/stormwater)	Various, see original issue	May 2012	\$1,970,000	.65-2.4	\$448,598	12/1/2023	\$225,117
2020 - 1 Bond Issue: Refunding of 2010 - 1 and 2011 - 2; R Park and Pool Improvements	2020	Sept 2020	\$2,419,204	1.51	\$1,877,916	12/31/2030	\$356,752
*includes interest					\$2,326,514		\$581,869

Transportation Development District	Approved by Council	Date Issued	Original Amount	Interest Rate	12/30/2022 Balance	Date Expire	2022 Total Payment
Sales Tax Revenue Bonds, 2005 - Price Chopper/Shopping Center	2005	Nov 2005	\$3,555,000	4.50-5.75	\$1,770,473	12/1/2025	\$1,770,473
Sales Tax Revenue Bonds, 2006A - Price Chopper/Shopping Center	2006	Jan 2006	\$1,090,000	5.875	\$644,455	12/1/2025	\$644,455
Sales Tax Revenue Bonds, 2006B -Lowe's	2006	Jan 2006	\$1,690,000	5.125-5.875	\$663,139	12/1/2025	\$663,139
The TDD debt is in default. Debt service resources are limited to the TDD sales tax revenues received. The City is not liable for debt. The interest payments are unknown as they are determined by the trustee as the debt is paid. The balance for TDDs reflects principal only.					\$3,078,067		\$3,078,067

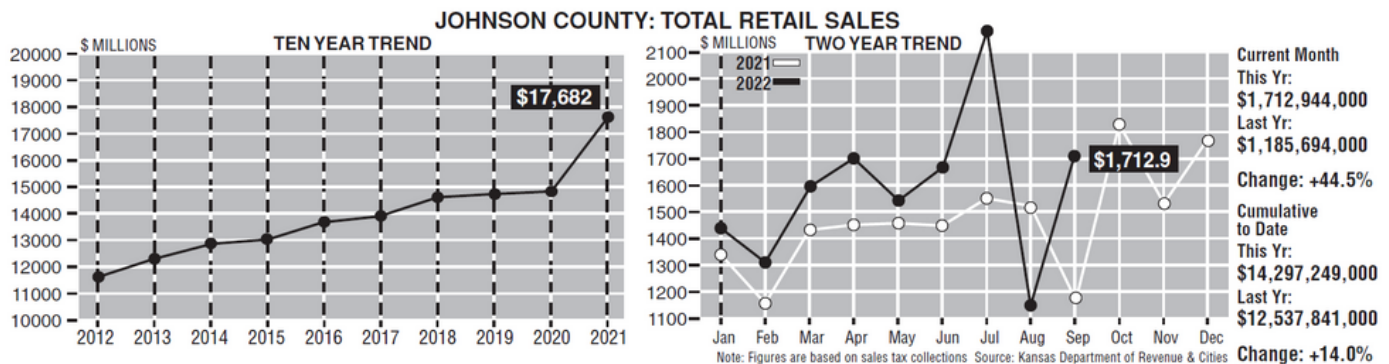
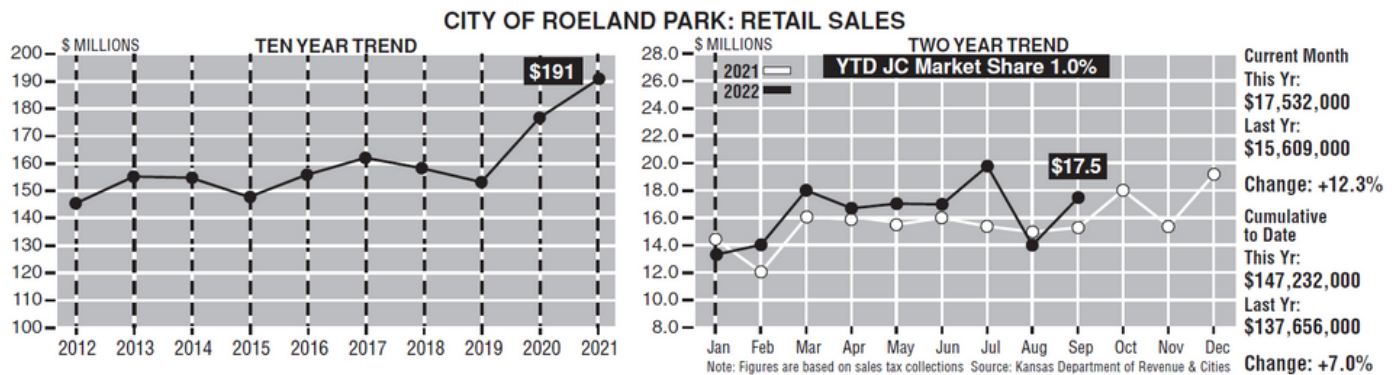
ROELAND PARK ANNUAL DEBT SERVICE 2022 - 2030



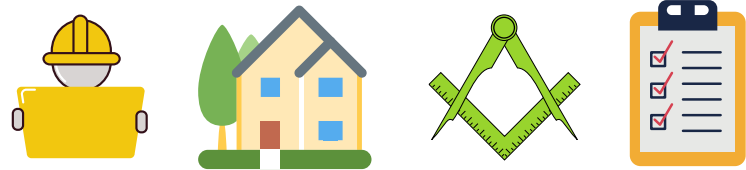
COMMUNITY STATISTICS: RETAIL SALES



The County Economic Research Institute (CERI) provides information for all cities in Johnson County. CERI has provided retail sales figures for January – September 2022 which shows a 7% increase for Roeland Park compared to January – September 2021. It's still too early to tell, but this could signal a return to more conservative growth trends in the City compared to the record-setting sales tax numbers we have experienced in the last two years. From January – September 2022, Johnson County as a whole experienced a 14% increase.

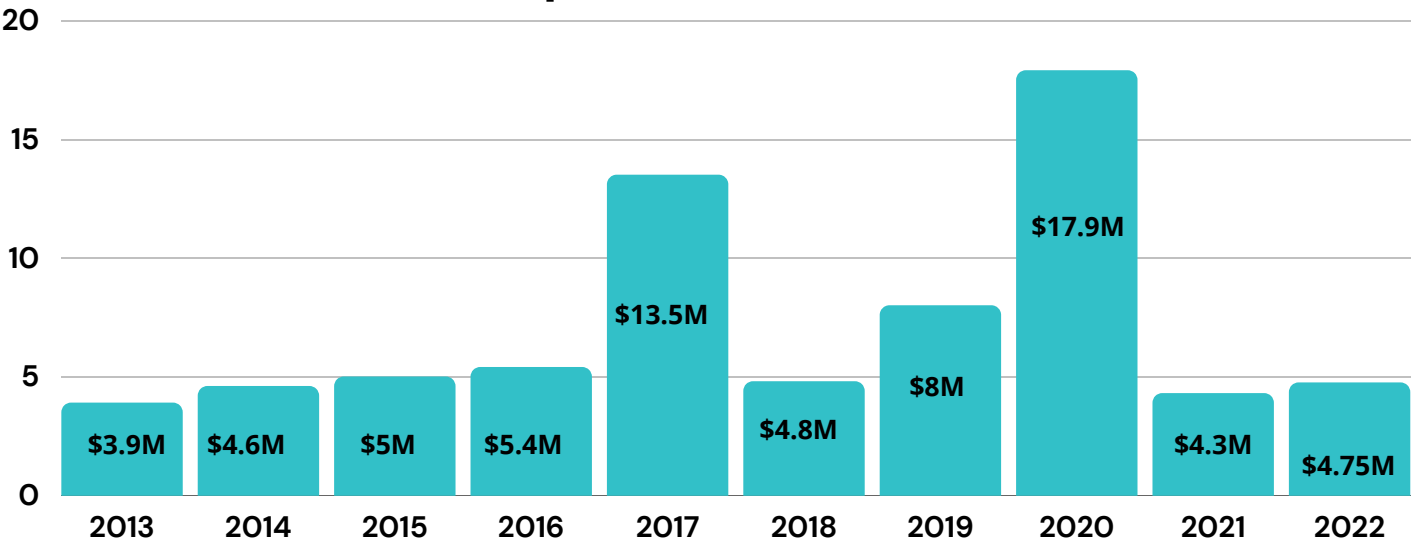


COMMUNITY STATISTICS: BUILDING PERMITS

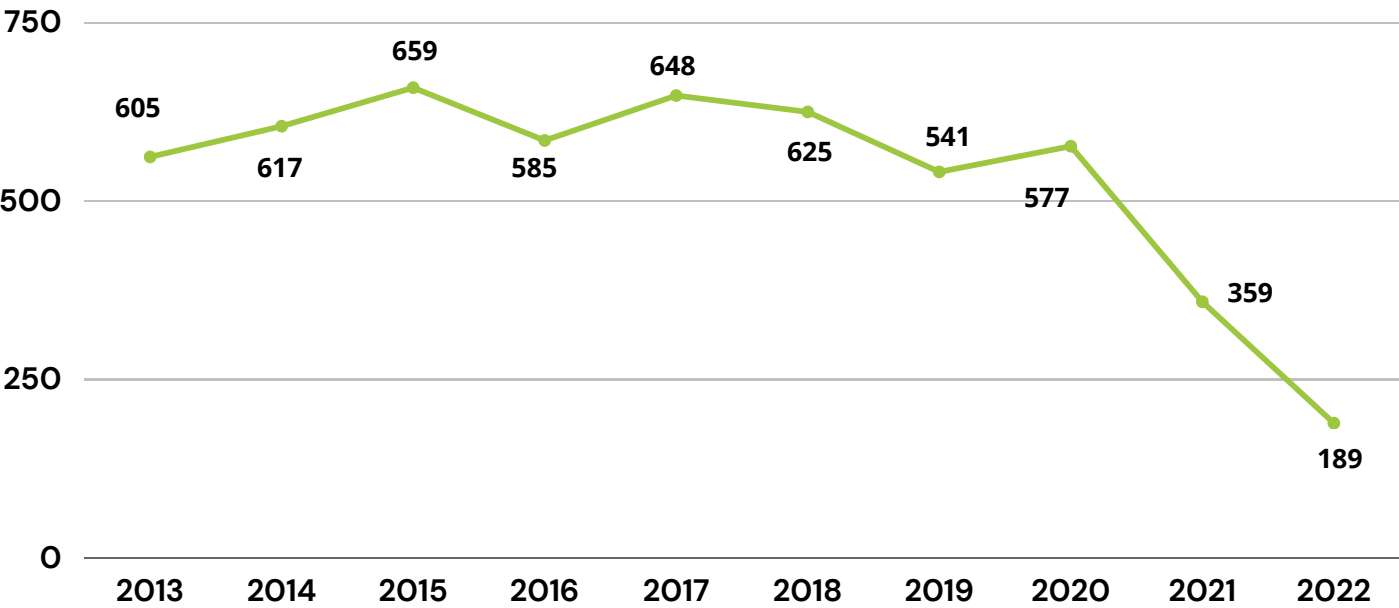


In 2022, the City issued 189 building permits at a value of approximately \$4.75M. One new single family home construction permit was issued. 21 residential remodel permits were issued with an average value of \$100k per project. Permit volume and value are indicators of economic health and investment in the community. The chart illustrates the number and value of building permits for the entirety of 2022 and previous years.

Value of Improvements in millions



Number of permits issued



Item Number: DISCUSSION ITEMS- I.-2.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/16/2023
Submitted By: Arts Committee Co-Chairs
Committee/Department: Art Committee
Title: **Review Gateway Art Proposals and Provide Direction to the Art Committee on the Preferred Concept**
Item Type: Discussion

Recommendation:

1. All proposals were reviewed and discussed by all the committee members.
2. All proposals which did not present an actual proposal or did not meet requirements for a sculpture were rejected.
3. The evaluation sheets provided by the City Clerk were used.
4. The number of proposals which were considered as meeting the project parameters were narrowed down to five.
5. The pros and cons of each of the 5 proposals were discussed including how the sculpture fit on the proposed site, its appearance, maintenance issues, longevity, relevance to Roeland Park, color, form, size, presence, effect as a “statement”, etc.
6. The shortlist 5 were narrowed down to the final three for presentation to Council. The members voted on each proposal in turn and the top three vote getters were selected.

Details:

Details about construction, materials, robustness, etc. will be determined during the ‘Maquette’ stage.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type

📁	AAC GATEWAY Project, Call For Art, Final	Cover Memo
📁	AAC GATEWAY Project, Q A Rev E Dec 24, 2022	Cover Memo
📁	AAC Gateway, Dec 2022, PLAN, Roe Parkway Extension to Roe Boulevard 12-7-22	Cover Memo
📁	AAC Sample Commissioned Art Purchase Agreement- 9-26-18, Feb 2023	Cover Memo
📁	AAC, Gateway, rev Schedule to Artists, 15 Feb 2023	Cover Memo
📁	AAC, Gateway, rev B, Schedule to Artists, 15 Feb 2023 (1)	Cover Memo
📁	Hasna Salam Ascension-1	Cover Memo
📁	AJacobsen_Convergence	Cover Memo
📁	Nathan Pierce_RoelandPark	Cover Memo



City of Roeland Park, Kansas
CALL FOR ART
ROELAND PARK GATEWAY PROJECT
Roe Boulevard

Deadline for RFQ submissions is 5:00 pm February 1, 2023

Introduction

The Roeland Park Arts Advisory Committee (AAC), on behalf of the city of Roeland Park, Kansas (RP), is seeking a Kansas or Missouri based professional artist or artist team to collaborate with the AAC, city council and city staff to create a site-specific permanent and original piece of art. The art will be sited on the north end of Roe Boulevard.

Eligibility

This project is open to all professional artists and artist teams with public art experience ages 18 and older who demonstrate the capability to complete a project of this magnitude. Artists or artist teams are expected to be based in Kansas or Missouri. Artists and/or artist groups from diverse backgrounds are encouraged to apply.

Project Description

Public Art Budget = \$100,000. All materials, travel, lodging and shipping for the artists and sculpture are included in this amount.

Therefore, RP is seeking an artist or artist team for the design, fabrication, and installation of a signature work of public art at the northern entryway to the City. The artist or artist team selected for the project will be expected to collaborate with the City of Roeland Park through the AAC, city staff and city council. The design of the art will need to consider the surrounding area, be of robust construction and environmentally sound. It is expected the art will have a year-round visual impact and compliment the city's vision through a visible, dynamic and engaging work of public art symbolic of the values of RP. Construction elements can make use of glass, metal, light, ceramics, color, texture, etc. The commissioned art will be an important welcoming feature to Roeland Park, Kansas.

Design Packet Submission Requirements

Interested artists should submit all of the following, which must be received by 5:00 pm, February 1, 2023. Materials should be sent/delivered to knielsen@roelandpark.org through Google Drive. Please submit packet in the order listed below:

1. A professional resume/CV (of 1 to 2 pages) including contact information: name, address, telephone number, and email.
2. A letter of interest outlining your desire to make art for this project; sources of inspiration provided by the project and site; a colored rendering of the sculpture (3-4 views); a narrative explaining your ability to collaborate with the City and design team if selected for the project;
3. At least 6, but no more than 10 images of related past work. You must include an annotated image list of past works that clearly indicates the title, dimensions, materials, date of work, location, as well as project costs and commissioning entity if applicable. Works can be located anywhere nationally and internationally.
4. Three references of similar commissioned work with current contact information. Works can be located anywhere nationally and internationally.

Selection Process

1. The AAC will select up to three candidates based on qualifications, artists statements and renderings of the proposed work. The city reserves the right to reject any and/or all proposals. The candidates will be notified by email by February 17, 2023.

2. The candidates will then provide a maquette of the proposed work along with information and samples of proposed materials to be used, by March 10, 2023. These will be evaluated by the selection panel consisting of members from the AAC, city council and city staff for evaluation. The selection panel reserves the right to discuss with the artist or artist team revisions to the concept(s) presented through the maquette and proposed materials. The selection panel and city council reserve the right to reject any and/or all proposals. Official acceptance of any proposal will be made by City Council by March 20, 2023. The final selected artist will be notified via email on March 21, 2023.

3. The final selected artist or artist team will be awarded the contract in the amount of \$100,000; payment(s) to be made subject to materials acquisition, performance and timeline schedules agreed with the artist or artist team. This amount is to encompass all artist fees including installation and indemnities required by the artist or artist team. There will be no compensation provided for expenditures incurred for travel, food, lodging, etc, by the artist or artist team.

Timeline for Submission & Notifications

February 1, 2023	Design Packet information listed in 1-5
February 17, 2023	Notification to candidates
March 10, 2023	Maquette and samples of materials
March 21, 2023	The final selected artist/artist team will be notified

Concept Development & Implementation

The final selected artist or artist team will be contracted through the City to develop and finalize the art concept in close collaboration with the selection panel.

The expected completion/installation date for the project is by December 30, 2023.

Submission Instructions

Submit all materials, either electronically or by mail/delivery to the contact listed below by 5:00 pm, February 1, 2023. For emailed submissions, please title the subject of the email "RP Gateway Project." Email to: Kelley Nielsen at knielsen@roelandpark.org. For mailed submissions: City of Roeland Park, 4600 W 51st Street, Roeland Park, KS 66205. Questions about the project or questions regarding submission materials should be directed to Mary Schulteis at marysunflowers@aol.com or Marek Gliniecki at marekgliniecki@yahoo.com.

City of Roeland Park, Kansas
CALL FOR ART

ROELAND PARK GATEWAY PROJECT

Roe Boulevard

Questions

Revision E (December 24, 2022) Q-13

Revision D (December 17, 2022) Q-12

Revision C (December 13, 2022) Q-11

Revision B (December 2, 2022) Q-10

Revision A (December 2, 2022) Q-9

Deadline for RFQ submissions is 5:00pm February 1, 2023

Q-1 Is there a specific site picked out for the sculpture? If there is a definite location, what are the cross streets?

A-1 For location please see attached plan. An intersection for a new development near that location is being planned. The AAC will forward a concept plan when it becomes available from the City. About a hundred yards or so to the south there is an intersection with 48th Street on the east and Skyline Drive on the west. Skyline Drive winds past a grocery store on the south and apartments on the north. Skyline Drive refers to the view further up the hill overlooking the valley I-35 runs through. Skyline elementary school was located there and is now the city's community center and has a long view towards downtown KC. On the east side 48th Street becomes 47th Street which curves around into County Line Road. Along the curve past the Aldi store the Committee recently commissioned a 311 foot long mural depicting the history, culture and aspirations of the city. To the south of the mural on Roe Lane the Committee commissioned a mural for a new public staircase.

Q-2 Will Roeland Park be taking care of the footing or does that need to be figured into the artist's budget?

A-2 Footing design, specifications, installation, etc. need to be figured into the artist's budget.

Q-3 Are there any restrictions on the depth of the footing?

A-3 The City states there is no depth restriction.

Q-4 For the initial application, can an artist submit multiple proposals or is it just one per artist?

A-4 The Arts Advisory Committee is happy to receive more than one proposal from any given artist or artist team.

Q-5 Given the artist or artist team will be responsible for building a concrete pad base for placement, are there city engineering specifications which must be considered?

A-5 The City has construction codes which contain and/or reference relevant engineering codes. Artists and artist teams are welcome to submit questions, request information about the codes, etc. Please refer these through the City Clerk, Kelley Nielsen.

Q-6 Is the building of a pad included in the \$100,000 grant?

A-6 Yes.

Q-7 Lighting. Is this an expectation as well and part of the grant? Is the artist or artist team responsible for installation? Is there an available power supply?

A-7 *Lighting is not an expectation but is welcomed if it is integral to the work. The artist or artist team is responsible for design, specifications and installation. The City's response regarding availability, etc, of electrical power is, "Extending power from the circuit serving the entryway (welcome) sign to also light the art is likely. Total amps for both elements cannot exceed the ,/TX,-0X-,X,,amps for that circuit. We would need to discuss this with an Electrician and possibly Evergy because the power for the welcome sign comes from the street light circuit along Roe Blvd (it only has power at night)."*

Q-8 Is there a city engineer the artist or artist team would need to consult with, should their proposal be chosen, for structural and electrical considerations?

A-8 Yes.

Q-9 Is this call an RFQ (Request For Qualifications) or an RFP (Request For Proposals). It sounds like you are asking for concept designs in conjunction with the Interest Letter?

A-9 Yes; the Call For Art is a combined RFQ and RFP.

Q-10 Is the call for just the sculpture or are you expecting a design for the changeable sign as well? I can't find any mention of the sign in the artist call.

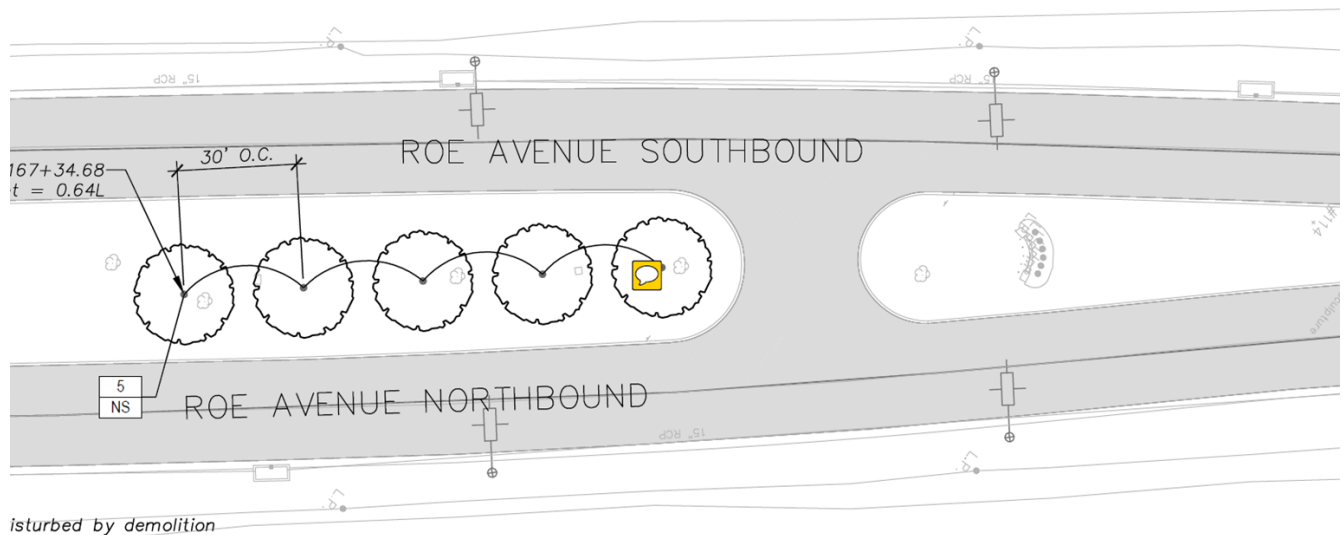
A-10 *The sign is already in place and is not part of the Call For Art, although it can be referenced for context if desired. It has illuminated lettering. It can be viewed through Google Maps.*

Q-11 Is there an honorarium to honor the time the chosen finalists use to develop their proposal?

A-11 Sorry, but there is no honorarium. The AAC and the City referred to other similar calls for art which did not include any honorariums, stipends, etc. for requested proposals.

Q-12 There is a tree at the north end of the median strip on the chosen site for the artwork.. Would the tree be removed?

A-12 *The City responded as follows: "Yes it could be removed. The existing turnaround will be returned to grass median to the right (south) of the note on the below map. The new welcome sign is not depicted on the below map but it is close to the old sign location depicted. If we can avoid removing a tree that would be preferred. Once the size/design of the art work is determined we can better address the tree removal question." North is to the right on the plan.*



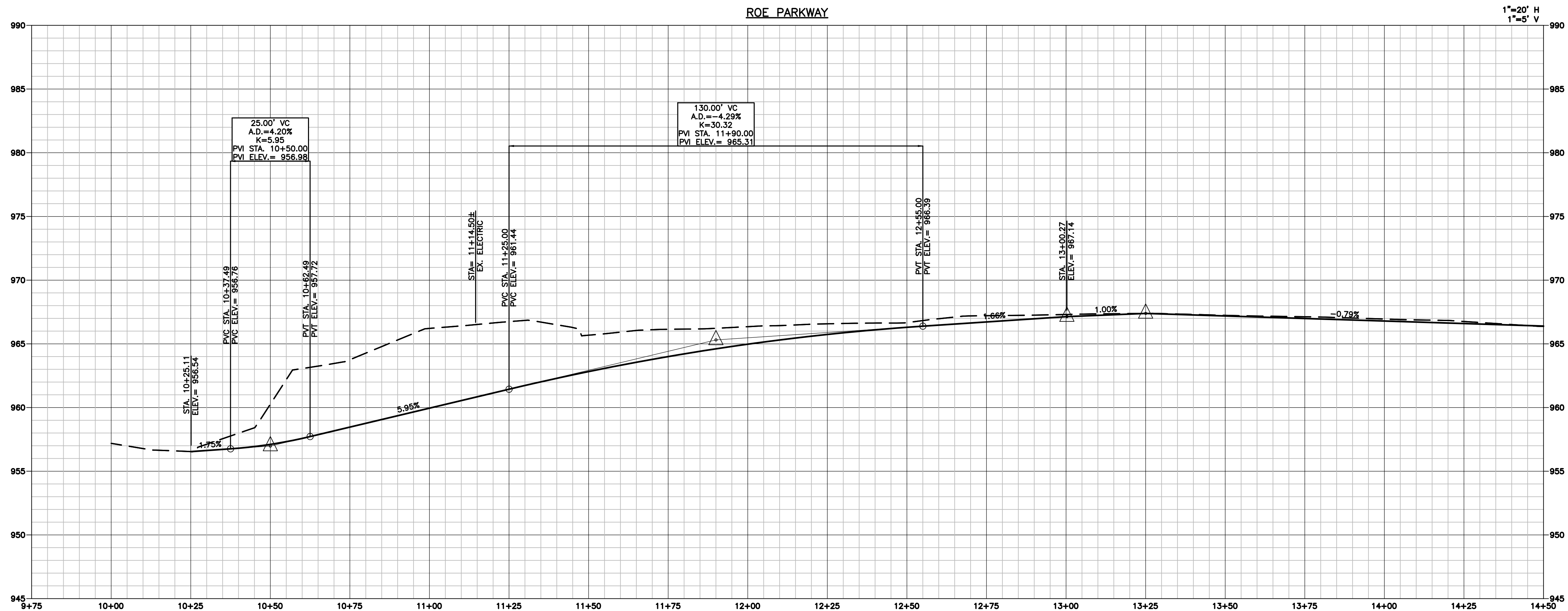
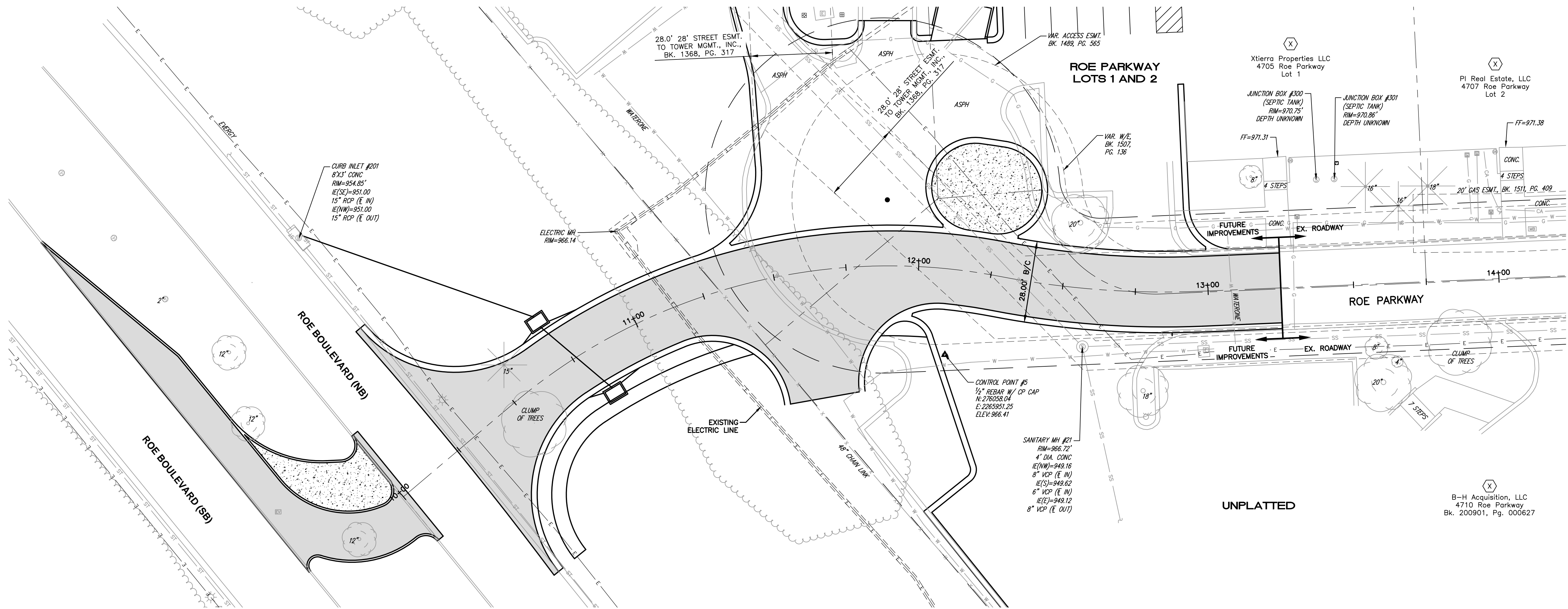
Q-13 How do I submit the applications in response to the RFQ? Paper, by email or by a website response?

A-13 The Call For Art document sets out the requirements as shown below. If there is a problem using Google Drive please contact the City Clerk - Kelley Nielsen or the Co-Chairs of the AAC - Mary Schulteis / Marek Gliniecki as soon as possible before the deadline. The City Clerk will be happy to answer any questions about transmitting your documents.

“Interested artists should submit all of the following, which must be received by 5:00 pm, February 1, 2023. Materials should be sent/delivered to knielsen@roelandpark.org through Google Drive. Please submit packet in the order listed below:

1. A professional resume/CV (of 1 to 2 pages) including contact information: name, address, telephone number, and email.
2. A letter of interest outlining your desire to make art for this project; sources of inspiration provided by the project and site; a colored rendering of the sculpture (3-4 views); a narrative explaining your ability to collaborate with the City and design team if selected for the project;
3. At least 6, but no more than 10 images of related past work. You must include an annotated image list of past works that clearly indicates the title, dimensions, materials, date of work, location, as well as project costs and commissioning entity if applicable. Works can be located anywhere nationally and internationally.
4. Three references of similar commissioned work with current contact information. Works can be located anywhere nationally and internationally.”

L:\Engineering\0321001.04 - Roeland Park KS - Roe Parkway\DRAWINGS\CONSTRUCTION DRAWINGS\0321001.04 - RW - RHP.dwg, 12/1/2022 2:32:50 PM, JAME MCMAURRY, LAMP RYNEARSON



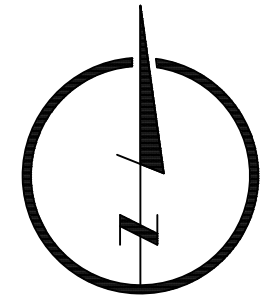
LAMP
RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402)496.2498

FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)226.0342

KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MCCHIEE, JR.

KS PE-20773

ROE PARKWAY PLAN/PROFILE SHEET

ROE PARKWAY EXTENSION
CITY OF ROELAND PARK, KANSAS



ALL UTILITIES ARE SHOWN
BASED ON THE INFORMATION
AVAILABLE TO THE ENGINEER.
THERE IS NO GUARANTEE ALL
UTILITIES ARE SHOWN OR THAT
THE LOCATION, DEPTH, AND
SIZE OF EACH FACILITY IS
CORRECT. THE SUBMITTOR IS
RESPONSIBLE FOR LOCATING
ALL UTILITIES AND SERVICE
LINES PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER

MDM/AJM

DATE

2022

PROJECT NUMBER

0321001.04

BOOK AND PAGE

SHEET

1



AGREEMENT FOR THE PURCHASE OF ART FOR CITY PROPERTY
[“Title”]

THIS AGREEMENT, (“Agreement”) is made and entered into this ____ day of _____, _____, by and between the City of Roeland Park, Kansas (the “City”) and _____, (the “Artist”). The Artist and the City may collectively be referred to in this Agreement as the “Parties.”

WHEREAS, the City seeks to purchase a piece of art for public display promoting art and culture within the City; and

WHEREAS, Artist has created a piece of art that meets the City’s standards.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1 SCOPE

Artist shall design, fabricate, transport, install and complete the following artwork (the “Artwork”):

Title: “Title”

General Description: *See Exhibit A*

Dimensions:

Media:

Location/Installation: Artwork will be fabricated and delivered to the City and installed on or before _____, _____, _____. The installation is to occur in a specific location to be designated by the City (the “Designated Location”).

2 PAYMENT

The City shall pay Artist the amount of \$_____ for the performance of this Agreement as follows:

City shall pay the Agreement sum in installments with \$_____ due to Artist at the commencement of the Agreement and \$_____ to be paid only after the Artwork has been installed in the City successfully for three months, the success of which to be determined solely

by the City. Should the Artwork be damaged prior to delivery of the ownership to City in accordance with this Agreement; be damaged within the three month period after its installation in the City; or should Artist fail and/or refuse to deliver the ownership of the Artwork to the City, then Artist shall refund all amounts paid by the City under this Agreement.

3 CITY- RIGHTS AND RESPONSIBILITIES

- a Review of Artwork in Progress. The City or its representative(s) shall have the right to make reasonable inspection and review of the Artwork and the progress of the Artwork at any time. The fabrication of the Artwork shall be fully documented through digital photographic means and made available to the City for periodic review. Upon completion and installation of the Artwork, copies of all digital photographs shall be given to the City before final payment.
- b Site Preparation. The City will prepare the project site as necessary. Artist shall provide to the City the engineering detail for the base and footing necessary to stabilize the Artwork. It shall be the responsibility of the Artist to install the structural foundations for the Artwork at the Designated Location and shall be solely responsible for hiring all engineers and other contractors as may be required as the Artist's sole expense.

4 ARTIST- RIGHTS AND RESPONSIBILITIES

- a Design and Completion of Artwork.
 - 4.i Artist shall determine the design and artistic expression of the Artwork, subject to the Approval of the City.
 - 4.ii Artist shall deliver the Artwork to the site and supervise installation.
 - 4.iii Upon installation of the Artwork, Artist shall provide to the City a maintenance document containing instructions regarding the proper maintenance of the Artwork. Provided that the City maintains the Artwork in accordance with the instructions contained in the maintenance document, there shall be no unusual wear and tear or weathering damage to the Artwork. Notwithstanding the foregoing, Artist warrants the Artwork against damage resulting from weather or unexpected wear to the Artwork or to landscaping, drainage, sidewalks or other property within the vicinity of the Artwork for a period of one year from the Installation Date at the Designated Location.
 - 4.iv Artist shall be responsible for determining the extent and sequencing of the work required to fabricate and install the Artwork, including: (1) structural and technical work required for safe and permanent installation, and (2) commitment that finished

work will be in substantial conformity in size and shape with the design as shown on attached Exhibit A.

- 4.v Artist agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorneys' fees incident thereto, including any claims made by employees of the Artist or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this Agreement or the equipment used in connection therewith. It is understood that this Agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of Artist, or otherwise.
 - 4.vi Artist represents and warrants that the Artwork is solely the result of the artistic effort of Artist and that it is unique and original and does not infringe upon any copyright and that it, or a duplicate of it, has not been accepted for sale elsewhere and that it is free and clear of any liens.
 - 4.vii Artist further warrants that the City shall own, on its completion, the Artwork free and clear of any and all liens or claims. Artist will provide, where applicable, lien waivers or Contractor's affidavits, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.
- b Time. Artist, recognizing that time is of the essence, shall fabricate the Artwork in such manner and with sufficient equipment and forces to complete the Artwork by the date specified in the Agreement. Provided, however, that the Parties agree that extensions of time will be made for excusable delays arising from unforeseeable causes beyond control and without the fault or negligence of Artist or Artist's subcontractors or suppliers.

5 OWNERSHIP AND COPYRIGHT OF ARTWORK

- a The City shall have complete ownership of the Artwork. The City shall at all times have the right to move the Artwork, or remove it from public display. The City shall also have the right to sell or otherwise transfer ownership of the Artwork as it deems appropriate. Notwithstanding and pursuant to the Visual Artists Rights Act ("VARA"), in the event of relocation, sale or transfer, the Artwork will be identified as the work of Artist and will not at any time be distorted, mutilated or modified so as to prejudice Artist or Artist's honor or reputation. The City will use the Artwork in a professional manner that respects the work of the Artist. In the event of breach of these conditions, Artist may preclude the use of Artist's name in connection with the creation of the Artwork.
- b Artist shall retain all copyrights on the Artwork. In view of the intention that the final Artwork be unique, Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall Artist grant permission to others to do so except with the

express written permission of the City. However, nothing herein shall prevent Artist from creating future artworks in Artist's manner and style of artistic expression nor shall this Agreement prevent Artist from using images of the Artwork for marketing and promotional purposes in connection with Artist's business.

- c All sketches, drawings, mockups, models, photographs, reliefs and any other materials relating to the design and/or fabrication of the Artwork shall remain the property of Artist. (No maquette shall be required). Artist may use all sketches, drawings, mockups, models, photographs, reliefs and any other materials related to the design of Artwork for the design of new and unique sculptures.
- d Artist grants to the City a license to use photographic reproductions of the Artwork in advertising brochures, media publicity, and promotion of its activities, catalogues, site guides, books, and publications. If reproductions by either party where the Artwork is the central focus of the reproductions are made, there shall be included credits listing Artist as the creator of the Artwork and owner of its copyright, and the City as the party which owns and commissioned the Artwork, and the Parties agree to use their best efforts to secure credits in any reproduction or public showing of a reproduction or public showing of a reproduction by other parties.

6 INSURANCE AND RESPONSIBILITY FOR DAMAGES

- a Insurance. Artist or subcontractor actually performing the work on site, (either but not both) will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the "City of Roeland Park, Kansas" as additional insured. All insurance noted below is primary and in no event will be considered contributor to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

6.i.i **Commercial General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit. The Artist shall be required to produce a copy of the policy upon the City's request.

6.i.ii **Automobile Liability** insurance in an amount not less than \$1,000,000 combined single limit. Said insurance shall include owned, hired and non-owned vehicles.

6.i.iii **Workers' Compensation** is to be provided as required by statute, by an insurance company license to write worker's compensation in the State of Kansas. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.

Insurance Rating- All insurance policies required by this Agreement shall be underwritten by insurance companies with a minimum A.M. Best rating of A or better.

A certificate of insurance is required as evidence of coverage, with the “City of Roeland Park, Kansas” named as an additional insured. The same full insurance coverage provided to the named insured, whether it is Artist or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage.

- b Artist shall not commence work under this Agreement until Artist has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Artist allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. Artist and their subcontractor(s) shall maintain all insurance required for not less than one year after completion of this Agreement.
- c Artist shall be responsible for all loss and damages to the Artwork until such time that the Artwork is installed and completed to the City’s satisfaction. Artist shall also be responsible for all loss and damages to the site and improvements thereon and the work of other contractors caused by his operations during the performance of the Agreement.

7 MISCELLANEOUS

- a Independent Contractor. Artist is an independent contractor, and as such, neither Artist nor Artist’s employees and agents are agents or employees of the City. Artist is responsible for payment of any and all federal, state and local taxes (if any).
- b No Assignment. The City has engaged Artist to fabricate the Artwork based upon Artist’s individual and unique artistic and technical skills. Accordingly, this Agreement may not be assigned by Artist.
- c Termination of Agreement. The City may terminate this Agreement at any time. The Artist may terminate this Agreement upon thirty (30) days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Artist be liable to perform, any services or expenses incurred after the receipt of notice of termination.
- d No Contingent Fees. Artist warrants that Artist has not employed or retained an agent to solicit or secure the awarding of this Agreement based upon an arrangement that the agent will receive any fee, commission, percentage, gift or other consideration resulting from the award of this Agreement. For breach or violation of this provision, the City may: terminate this Agreement without liability, at its discretion deduct from payment due, or otherwise recover the full amount of such fee, percentage, gift or consideration.

- e Entire Agreement. The written terms and provisions of this Agreement shall supersede all prior verbal and written statements between the Parties and such statements shall not be effective or be construed as entering into, or forming a part of this Agreement. This Agreement may only be modified or amended by written agreement between the Parties.
- f Governing Law. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Kansas.
- g Addresses for Notices and Payments. The City shall send all payments and notifications required herein to Artist at:

[Artist]

[Address]

[E-mail]

All notices and invoices to the City shall be either hand delivered or sent by certified or registered mail, United States First Class to the following address:

The City of Roeland Park
Attn: City Clerk
4600 West 51st Street
Roeland Park, Kansas 66205

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

CITY OF ROELAND PARK, KANSAS:

By: _____
Keith Moody, City Administrator

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

[ARTIST'S NAME]

Artist: _____

Address: _____

EXHIBIT A

(Insert Depiction)

VARA Waiver

The City of Roeland Park, Kansas (hereinafter referred to as “City”) is purchasing the _____, (hereinafter referred to as “Artwork”) created by _____, (hereinafter referred to as “Artist”) for the sum of \$ _____.

Artist waives any right granted Artist pursuant to the Visual Artists Rights Act (VARA) as part of the sale. The City will use the Artwork in a professional manner that respects the work of the Artist. The City may sell or dispose of the Artwork when it no longer has the need or use for it.

About the Visual Artists Rights Act/VARA:

The Visual Artists’ Rights Act of 1990 (VARA) was enacted to protect the post-sale rights of artists who have created works of fine art and the purchasers of those works. The concept behind VARA is to prevent intentional distortion or modification of an original work of visual art, where the modification or distortion would prejudice the artist’s honor or reputation. It also prevents the intentional or grossly negligent destruction of works of recognized stature. Finally, it protects the artist’s right to be credited with the creation of the work and the right to not be credited as the creator of the works if altered or modified or if the artist did not create it.

VARA protects “works of visual art” which is defined as including paintings, drawings, prints, sculptures or still photographs, but excludes posters, maps, globes, charts, technical drawings, diagrams, models, applied art, motion pictures or other audiovisual works, pantomimes, choreographic works and sound recordings. Other works not specifically included in the definition also would not be entitled to protection under the statute. Within this group, only single copies or signed and numbered limited editions of 200 or less are actually protected.

Dear Artist,

Thank you for your submission in regard to the Call For Art by the city of Roeland Park.

There has been a change in the selection process schedule regarding the City Council presentation. The notification date of the status of your proposal(s) will now be the 28th of February. The scheduled dates noted in the Call for Art will also be adjusted respectively from the new date except the completion date for the project will remain 30 December 2023.

REVISED Timeline for Submission & Notifications

February 1, 2023 Design Packet information listed in 1-5

February 28, 2023 Notification to candidates

Morning of March 20, 2023 Maquette and samples of materials

April 1, 2023 The final selected artist/artist team will be notified

The expected completion/installation date for the project is by December 30, 2023.

Sincerely,

Roeland Park Arts Advisory Committee

Thank you for your submission in regard to the Call For Art by the city of Roeland Park.

There has been a change in the selection process schedule regarding the City Council presentation. The notification date of the status of your proposal(s) will now be the 28th of February. The scheduled dates noted in the Call for Art will also be adjusted respectively from the new date except the completion date for the project will remain 30 December 2023.

Please direct any questions through both the City Clerk, Ms Nielsen and Mr Gliniecki, Co-Chair, Roeland Park Arts Advisory Committee.

REVISED Timeline for Submission & Notifications

February 1, 2023 Design Packet information listed in 1-5.

February 28, 2023 Notification to candidates about progression to next stage.

March 17, 2023; by 5:00 pm Maquette and samples of materials: deadline for receipt.

April 1, 2023 The final selected artist/artist team will be notified.

December 30, 2023 The expected completion/installation date for the project is by December 30, 2023.

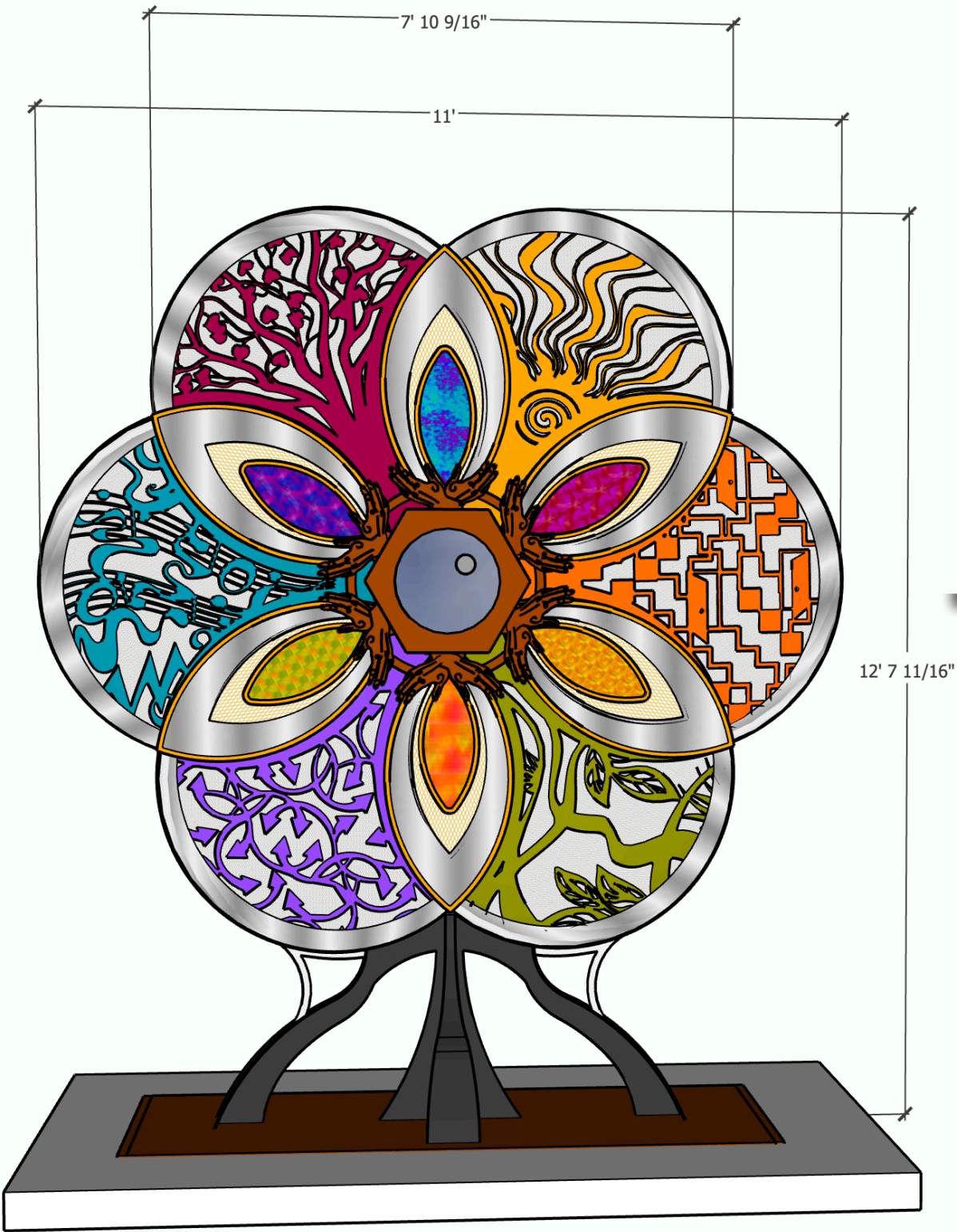
Sincerely,

Roeland Park Arts Advisory Committee

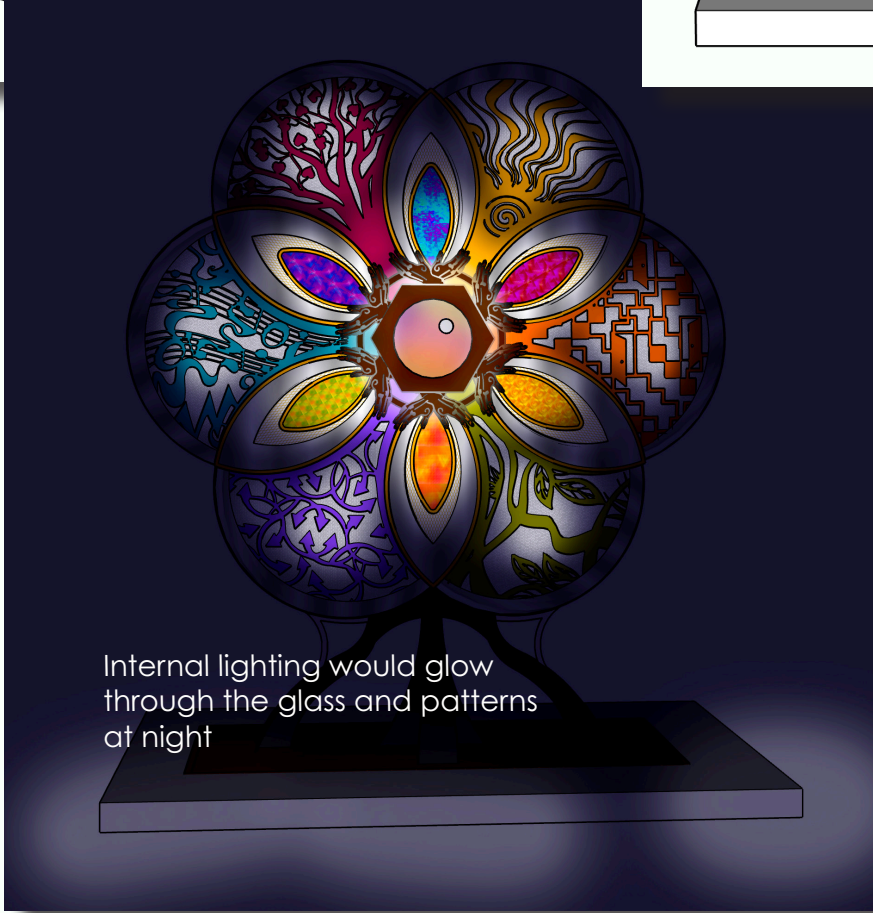
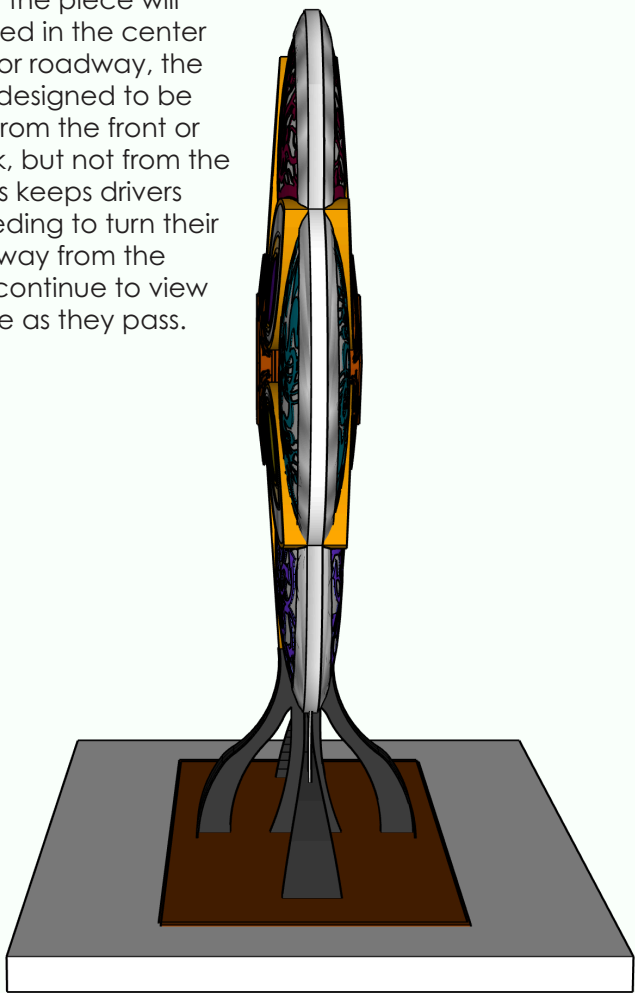


“Convergence”

Seven overlapping circles (six around the outside, and one at the center) symbolizes how the city is physically surrounded by opportunities. Each circle represents a valued part of modern life in Roeland Park, Kansas with community at it's core. The mandala like design is found in many cultures worldwide, and as such, the shape is a fitting symbol of the both overlapping areas of life in Roeland Park, but also the integrated and overlapping modern world. The resulting shapes between the circles creates an abstract sunflower, further acknowledging Roeland Park as an entry point to the state of Kansas.

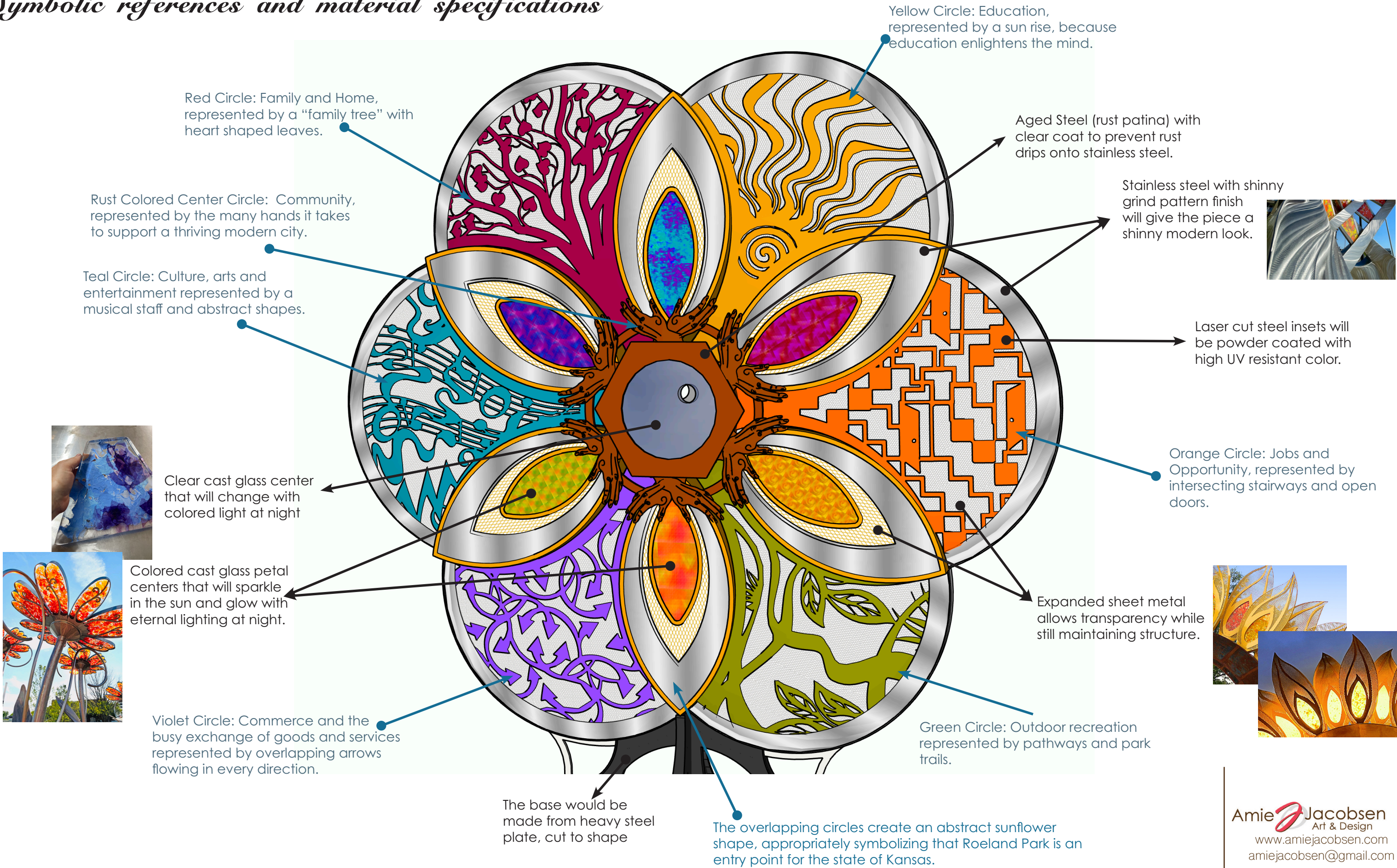


Because the piece will be located in the center of a major roadway, the piece is designed to be viewed from the front or the back, but not from the sides. This keeps drivers from needing to turn their heads away from the road to continue to view the piece as they pass.



- Materials:
- Painted and Powder-Coated Steel
 - Stainless Steel
 - Cast glass
 - Expanded sheet metal
- See page 2 for material specifications and specific symbolic references

Symbolic references and material specifications





“Origin”

by: Nathan Pierce

Artist Information/Background

As an artist, my intention is to help bring awareness to our surroundings and create an opportunity to reimagine our sense of place. By highlight the significance of communication through abstract sculptural form, my work sparks the imagination of viewers and helps lead communities to engage in more meaningful and effective conversations. Nathans Large public Sculptures reflect not only his personal interest in architectural forms, but also a belief that communication plays a fundamental role in our perceptions of the world we live in.

I am continually interested in opportunities to inspire and educate people through the lens of public art. The surprise that we get from seeing out of the ordinary things in ordinary places activates our imagination and helps us to see the world differently. In today's social landscape where we continually find ourselves in the midst of growth and change, we find the momentum towards a better world is sometimes frustrating and exciting. Inspired by his many years as a tradesman, the idea to create sculpture from those same construction materials seemed natural and permanent. The decision to utilize the benefits of structural steel in my work also comes from being inspired by the fabrication process. "I enjoy the dedication and commitment that is required with this material, it helps build character".

Nathan S Pierce

1425 Merriwether st

Cape Girardeau, MO.63703

phone. 573.579.8386

e-mail. npierce1s@hotmail.com

website. www.nspsculpture.com



Education

--2008, BFA in Sculpture, Southeast Missouri State University, Cape Girardeau, MO

Commissions

- Speedwell Park, Town of Morristown, NJ, "Convergent", 2022
- Casper College Visual Arts Campus, Casper WY, "In The Wind", 2022
- Monarch Migration Sculpture Commission, Riverside, Mo., 2019
- Roswell Bike Rack Project, Northwood Elementary, 2019
- Haskell Pullman Corridor, Wabash Street Public Art Commission, Michigan City, IN, 2016
- University of Purdue Fort Wayne, IN, Sculpture Commission, 2014
- Skokie North-shore Sculpture Park, Skokie IL, Lewis C Weinberg Competition Award, 2013

Permanent Public Collections

- Rosemary Beach, FL., *Empress*, 7'x3'x2', stainless steel, acrylic, 2020
- City Springs Center, Sandy Springs, GA., *Optimistical*, 11'x11'x8', Stainless Steel/Acrylic, 2020
- Riverside park trail system, Riverside, Missouri, Monarch360, 10'x5'x3', stainless steel, acrylic, 2019
- City of Decatur, Decatur, GA., *Dreamsicle*, 17'x11'x10', Painted Steel, purchased 2018
- Paradise Palms & Sculpture Garden, West Delray Beach, FL., *Genesis*, 8'x4'x3', Powder coated steel, July 2018
- Olathe, KS, *Stratum*, 12'x5'x2', welded steel, cedar, location: city park, May 2015,
- Bentonville, AR, *SunKissed*, 13'x17'x10', painted steel, north Bentonville trail system, August 2015
- Wayne State Foundation, Wayne, NE, *Pushing Through*, 17'x9'x3', painted steel, acquired May 2015, location: Wayne State College
- Star Financial Bank, Fort Wayne, IN, *Family*, 6.5'x11'x1', painted steel, acquired 2014
- Lutheran Health Network, Fort Wayne, IN, Purdue University Sculpture with Purpose, Public art, *Bonded*, 7'x9'x1', painted steel, Acquired 2014
- Avera McKennan Hospital, Sioux Falls, SD, *River Bench*, 3'x6'x3', 2011

Dear Selection Board,

It is with great honor that I submit my qualifications to be considered for your upcoming Public Art opportunity. My creative approach stems from years of reflection on historical and contemporary issues concerning social and interpersonal communication. As I have focused my career on designing and installing large scale works, I am always interested in opportunities to inspire and educate people through the lens of public art.

The surprise that we get from seeing out of the ordinary things in ordinary places activates our imagination and helps us to see the world differently. In today's social landscape we continually find ourselves in the midst of growth and change, and this momentum towards a better world is sometimes frustrating and exciting. As an artist, my intention is to help bring awareness to our surroundings and create an opportunity to reimagine our sense of place. By highlight the significance of communication through abstract sculptural form, my work sparks the imagination of viewers and helps lead communities to engage in more meaningful and effective conversations.

Over the years my work has developed a harmonious relationship with the landscape. I have successfully installed work in public settings throughout the Midwest, including The Chicago Sculpture Exhibit, the Atlanta Beltline Transportation Authority, and the Alabama State University campus in Huntsville. I was recently awarded a Public Art Commission for Michigan City, Indiana. This commission was part of a state funded re-development project, which transformed the city's old rail-car manufacturing district into an urban mixed-use area with shops and pedestrian green spaces. With each passing year, I continually strive to reach higher levels of creativity, quality, and craftsmanship and I hope you will find that my work perfectly suites the creative needs of your community.

Thank you for supporting public art and best of luck with your selection.

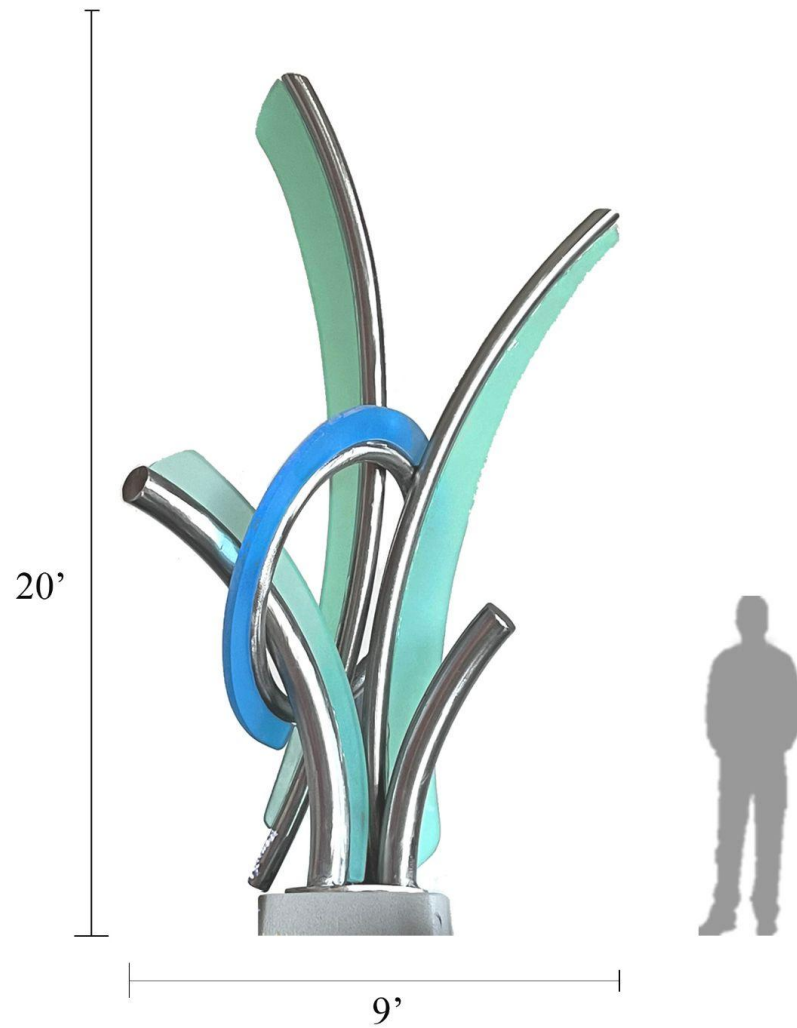
Sincerely,

Nathan S Pierce

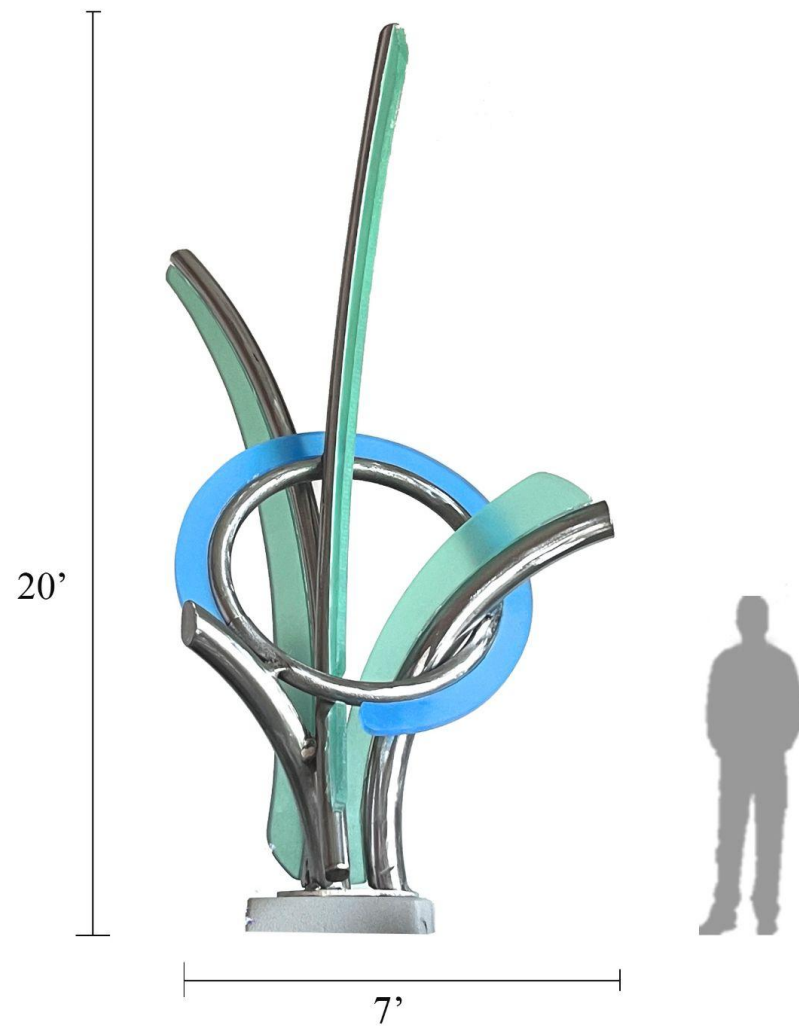
Proposal Description

- Author: Nathan Pierce
- Working Title: “Origin”
- Sculpture Dimensions: 20h x 9w x 7d ft.
- Materials: 304L Stainless Steel and Cast acrylic
- **Narrative:** inspired by nature, this sculpture becomes an abstraction of the Nature/nurture theme. I believe the sculpture can be a visual metaphor for **Community growth**
- This Sculpture **Does not** require Annual Maintenance
- Weight: 2000 lbs est.
- Timeline: 5-8 months
- **Budget Est: \$100,000**

Proposal image (View1)



Proposal image (View2)



Proposal image (View3)



Previous projects



In the Wind

Dimensions: 11' x 9' x8'

Weight: 1300 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2022

Location: Casper, WY

Commission for Casper College Visual Arts campus

Budget \$65,000



Convergent

Dimensions: 11' x 9' x9'

Weight: 1100 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2022

Location: Morristown NJ

Commission for Town of Morristown

Budget \$65,000



TomorrowScope

Dimensions: 14' x 9' x 6'

Weight: 1000 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2021

Location: Indianapolis, IN

Commission Indianapolis Airport Authority

Budget n/a



BlueBird

Dimensions: 12' x 9' x 7'

Weight: 1000 lbs.

Medium: Stainless-Steel, Cast Acrylic

Date: 2021

Location: Park City, UT

Commission Canyon Village Resort

Budget \$60,000



Legend

Dimensions: 19' x 3' x 6'

Weight: 400 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2020

Location: Reno NV

Commision City of Reno

Budget \$30,000



Intergalactic

Dimensions: 16' x 7' x9'

Weight: 1800 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2019

Location: Springfield MO

Budget \$70,000



Optimistical

Dimensions: 11.5' x 8' x9'

Weight: 1300 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2018

Location: Sandy Springs, GA

Budget \$60,000

Reference list

1. **Jim Davis**, Sculpture in the landscape, 319 Homestead Drive, Cary, NC 27513, 919-414-5921, jdavis@sculptureinthelandscape.com
2. **Miranda Kyle**, Art and Culture Project Manager, Atlanta Beltline Inc. Atlanta, GA, Office: 404-477-3636, mkyle@atlbeltline.org // beltline.org
3. **Rusty Freeman**, Director of Visual Arts/ Cedarhurst Art Center, 2600 Richview Rd. Mount Vernon, IL., 62864, 618-242-1236 ext.231, rusty@cedarhurst.org