

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall, 4600 W 51st Street**  
**March 20, 2023 6:00 PM**

- Michael Poppa, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Miel Castagna-Herrera, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Open, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

**Admin**

Dickens

Rebne

**Finance**

Hill

Castagna-Herrera

**Safety**

Madigan

Brauer

**Public Works**

Faidley

Raglow

**Pledge of Allegiance**

A. Instructions on Logging into Meeting Remotely

**Roll Call**

**Modification of Agenda**

**I. Public Comments**

*Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.*

**II. Consent Agenda**

*Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.*

A. Appropriations Ordinance #1016

- B. City Council Meeting Minutes March 6, 2023
- C. Approve 2023 Super Pass Agreement

**III. Business From the Floor**

**A. Applications / Presentations**

- 1. Senator Ethan Corson
- 2. Roeland Park Community Garden Update – Anne O’Leary

**IV. Mayor's Report**

- A. Appoint Jeffrey Stocks to the Board of Zoning Appeals

**V. Workshop and Committee Reports**

**VI. Reports of City Liaisons**

- A. MARC – Bike & Pedestrian (Jan Faidley)
- B. Board of Zoning Appeals

**VII. Unfinished Business**

**VIII. New Business**

- A. Review Gateway Art Proposals and Provide Direction to the Art Committee on the Preferred Concept
- B. Stormwater BMP Cost Share Agreement with Johnson County
- C. Approve On Call Planning Services Agreement with Confluence
- D. Approve On Call Building Inspection Services Agreement with IBTS

**IX. Ordinances and Resolutions:**

**X. Workshop Items:**

**XI. Reports of City Officials:**

**Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council**

The City Council 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 City Council meeting unfeasible. Any

member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (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 City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
  2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. Speaker Decorum.** Each person addressing the City Council, 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 Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, 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

City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** 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 Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
  
- H. Agendas and minutes can be accessed at [www.roelandpark.org](http://www.roelandpark.org) or by contacting the City Clerk

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

**Item Number:** Pledge of Allegiance- -A.  
**Committee** 3/20/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

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**Date:**  
**Submitted By:**  
**Committee/Department:**  
**Title:** Instructions on Logging into Meeting Remotely  
**Item Type:**

**Recommendation:**

See instructions to log in below.

**Details:**

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

**Kelley Nielsen is inviting you to a scheduled Zoom meeting.**

**Topic: City Council and Governing Body Workshop Meeting**

**Time: This is a recurring meeting Meet anytime**

**Join Zoom Meeting**

**<https://zoom.us/j/97767592270?pwd=VWNXbjNkejVb0JBaStWMDF5WXpoZz09>**

**Meeting ID: 977 6759 2270**

**Passcode: council**

**One tap mobile**

**+16699006833,,97767592270# US (San Jose)**

**+12532158782,,97767592270# US (Tacoma)**

**Dial by your location**

**+1 669 900 6833 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 929 205 6099 US (New York)**

**+1 301 715 8592 US (Washington DC)**

**+1 312 626 6799 US (Chicago)**

**Meeting ID: 977 6759 2270**

**Find your local number: <https://zoom.us/j/97767592270>**

**Financial Impact**

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

**Additional Information**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.  
Committee: 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Appropriations Ordinance #1016**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
□ Appropriations Ordinance #1016	Cover Memo

# Appropriation Ordinance - 3/20/2023 - #1016

4600 West Fifty-First Street  
Roeland Park, Kansas 66205  
City Hall (913) 722-2600 – Fax (913) 722-3713

Thursday, March 16, 2023

## Appropriation Ordinance - 3/20/2023 - #1016

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this March 20, 2023.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

<b>Total Appropriation Ordinance</b>	<b>\$</b>	<b>165,904.44</b>
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# Appropriation Ordinance - 3/20/2023 - #1016

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
Airgas USA, LLC	106	5318.106	Tools	9995515989	03/15/23	21.58	74753	21.58
All City Management Services, Inc.	102	5214.102	Other Contracted Services	83780	03/15/23	390.56	74754	390.56
AT&T	101	5202.101	Telephone	3241 2/21/23	03/08/23	298.29	74738	298.29
Augustine Exterminators, Inc.	290	5209.290	Professional Services	7872 2/15/23	03/15/23	84.98	74755	84.98
Balls Food Stores	101	5219.101	Meeting Expense	46784	03/15/23	22.95	74756	22.95
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077655	03/15/23	263.85	74757	799.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077718	03/15/23	355.95		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077765	03/15/23	45.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077770	03/15/23	45.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077779	03/15/23	45.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077789	03/15/23	45.00		
Veronica Berroa-Carrasco	103	4410.103	Fine	3/13/23 Reim	03/15/23	270.50	74758	270.50
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	3699781	03/15/23	427.74	74759	427.74
ETC Institute	101	5214.101	Other Contracted Services	30554	03/15/23	749.55	74760	749.55
Galls, LLC	102	5308.102	Clothing & Uniforms	23466860	03/15/23	78.12	74761	78.12
Gather Media and Communication	101	5209.101	Professional Services	379	03/08/23	1,520.00	74739	1,520.00
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0001133047	03/15/23	45,742.50	74762	45,742.50
Grass Pad Inc.	110	5262.110	Grounds Maintenance	541724	03/15/23	117.80	74763	117.80
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	UNIV0016906	03/15/23	7.95	74764	7.95
Johnson County Wastewater	101	5288.101	Waste Water	3/2/23 Multi	03/15/23	43.26	74765	185.52
Johnson County Wastewater	106	5288.106	Waste Water	3/2/23 Multi	03/15/23	53.53		
Johnson County Wastewater	220	5288.220	Waste Water	3/2/23 Multi	03/15/23	20.20		
Johnson County Wastewater	290	5288.290	Waste Water	3/2/23 Multi	03/15/23	68.53		
Johnson County Aging & Human Sr	101	5212.101	Utility & Rental Assistance	202204 1/26/23	03/08/23	2,133.21	74740	2,133.21
Johnson County Government	101	5218.101	IT & Communication	205645	03/15/23	8,347.32	74766	8,347.32
Kansas City Board of Public Utiliti	101	5222.101	Traffic Signal Expense	2834 2/24/23	03/08/23	35.20	74741	35.20
Kansas Gas Service		9999	Undistributed	2/15/23	03/08/23	220.90	74742	220.90
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	3020451	03/15/23	73.20	74767	73.20
Lexington Plumbing & Heating Co.	290	5209.290	Professional Services	138752	03/15/23	277.50	74768	277.50
Manning NavComp, Inc.	106	5214.106	Other Contracted Services	46638	03/15/23	34.95	74769	34.95
MARC	101	5222.101	Traffic Signal Expense	GI0015426	03/15/23	2,400.00	74770	2,400.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	3/10/23	03/15/23	150.00	74771	150.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	3/1/23	03/08/23	33,284.00	74743	33,284.00
Moss Printing	101	5301.101	Office Supplies	16530	03/15/23	254.00	74772	373.00
Moss Printing	300	5470.300	Park Maint/Infrastructure	16396	03/15/23	119.00		
Pacific Sanitation Services	300	5470.300	Park Maint/Infrastructure	20230282	03/15/23	200.00	74773	200.00
Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	3317075811	03/15/23	174.24	74774	174.24
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 2/25/23	03/15/23	675.62	74775	675.62

Pro Circuit, Inc.	101	5210.101	Maintenance & Repair Building	1004974	03/15/23	315.47	74776	315.47
T2 Holdings, LLC	102	5214.102	Other Contracted Services	1125387	03/15/23	26.77	74777	53.54
T2 Holdings, LLC	105	5214.105	Other Contracted Services	1125387	03/15/23	26.77		
Rejis Commission	102	5214.102	Other Contracted Services	502399	03/15/23	238.88	74778	238.88
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	6258	03/08/23	220.00	74744	220.00
SFS Architecture	360	5442.360	Building Improvement	15188	03/15/23	35,072.19	74779	48,469.69
SFS Architecture	300	5476.300	Community Center Improvement	15144	03/15/23	13,397.50		
Staples	101	5301.101	Office Supplies	8069365808	03/15/23	38.20	74780	38.20
Town & Country Building Services	101	5214.101	Other Contracted Services	153062	03/15/23	745.00	74781	745.00
Tyler Technologies, Inc.	103	5266.103	Computer Software	25409798Balance	03/15/23	385.99	74782	385.99
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	569508	03/15/23	946.58	74783	946.58
Vance Brothers	106	5421.106	Street Maintenance	IG00018832	03/15/23	102.52	74784	102.52
Verizon Wireless	102	5202.102	Telephone	9928442907	03/08/23	321.74	74745	441.77
Verizon Wireless	106	5202.106	Telephone	9928442907	03/08/23	80.02		
Verizon Wireless	106	5202.106	Telephone	9928442908	03/08/23	40.01		
Veterinary Allergy and Dermatolo	109	5316.109	K9 Expenses	15005	03/15/23	225.04	74785	290.04
Veterinary Allergy and Dermatolo	109	5316.109	K9 Expenses	15582	03/15/23	65.00		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	74367	03/15/23	27.00	74786	27.00
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	64803	03/15/23	642.84	74787	642.84
Everyg	101	5201.101	Electric	3/13/23	03/13/23	807.51	EFT	807.51
Everyg	106	5290.106	Street Light Electric	3/6/23	03/06/23	1,703.31	EFT	1,703.31
KPERS	101	2040.101	KPERS Accrued Employee	3/2/23 PR	03/10/23	2,351.19	EFT	2,351.19
KPERS	101	2040.101	KPERS Accrued Employee	3/2/23 PR	03/10/23	3,572.59	EFT	3,572.59
KPERS	101	2050.101	Insurance Withholding Payable	3/2/23 PR	03/10/23	128.75	EFT	128.75
KP&F	101	2045.101	KP&F Employee Withholding Payab	3/2/23 PR	03/10/23	2,191.03	EFT	2,191.03
KP&F	101	2045.101	KP&F Employee Withholding Payab	3/2/23 PR	03/10/23	705.20	EFT	705.20
KP&F	101	2050.101	Insurance Withholding Payable	3/2/23 PR	03/10/23	41.67	EFT	41.67
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 3/6/23	03/06/23	167.51	EFT	167.51
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 3/9/23	03/06/23	2,221.18	EFT	2,221.18

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\$ 165,904.44

Item Number: Consent Agenda- II.-B.  
Committee 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **City Council Meeting Minutes March 6, 2023**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> City Council Meeting Minutes March 6, 2023	Cover Memo

**CITY OF ROELAND PARK, KANSAS  
CITY COUNCIL MEETING MINUTES  
Roeland Park City Hall  
4600 W 51st Street, Roeland Park, KS 66205  
Monday, March 6, 2023, 6:00 P.M.**

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"><li>○ Michael Poppa, Mayor</li><li>○ Trisha Brauer, Council Member</li><li>○ Benjamin Dickens, Council Member</li><li>○ Jan Faidley, Council Member</li><li>○ Jennifer Hill, Council Member</li></ul> | <ul style="list-style-type: none"><li>○ Miel Castagna-Herrera, Council Member</li><li>○ Tom Madigan, Council Member</li><li>○ Kate Raglow, Council Member</li><li>○ Michael Rebne, Council Member</li></ul> | <ul style="list-style-type: none"><li>○ Keith Moody, City Administrator</li><li>○ <i>Open</i>, Asst. City Administrator</li><li>○ Kelley Nielsen, City Clerk</li><li>○ John Morris, Police Chief</li><li>○ Donnie Scharff, Public Works Director</li></ul> |
|---|---|--|

<b>Admin</b> Dickens Rebne	<b>Finance</b> Hill Castagna-Herrera	<b>Safety</b> Madigan Brauer	<b>Public Works</b> Faidley Raglow
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(Roeland Park Council Meeting Called to Order at 6:00 p.m.)

**Pledge of Allegiance**

Mayor Poppa called the City Council meeting to order and led everyone in the Pledge of Allegiance.

**Roll Call**

City Clerk Nielsen called the roll. CMBR Dickens appeared virtually, and all other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Felzien, Public Works Director Scharff, Police Chief Morris, Parks and Rec Superintendent Marshall, and City Clerk Nielsen.

**Modification of Agenda**

*There were no modifications to the agenda.*

**I. Citizen Comments**

*There were no public comments.*

**II. Consent Agenda**

- A. Appropriations Ordinance #1015**
- B. Council Minutes February 20, 2023**
- C. Cereal Malt Beverage License for Casey’s**

**MOTION:** CMBR REBNE MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED. (MOTION CARRIED 8-0.)

**III. Business from the Floor - Proclamations/Applications/Presentations**

- A. Presentation from Mr. Price on PBS Documentary on Aging in Place**

Mayor Poppa said that Michael Price from Kansas City PBS is doing a documentary piece about seniors and would like to highlight the age-friendly work that Roeland Park is doing addressing accessibility, improvements made to their parks, Community for All Ages, the Roeland Park Homeowners Assistance Program, Neighbors Helping Neighbors, and the City property tax rebate program. He thanked Mr. Price from coming to speak with them and for showing an interest in highlighting things they have done in Roeland Park.

Mr. Price gave a little background on himself stating that he is a journalist and filmmaker now living in Kansas City. Previously he worked on the BBC *Panorama* program. He is putting together a documentary to address some of the challenges facing seniors in the metro area, highlight areas of good practice, which is why he would like to highlight Roeland Park as one of the cities in the metro that is doing a lot to factor in their aging population when considering the upgrade to infrastructure, accessibility to parks, and new sidewalks. He asked the Governing Body to give him a chance to share what they are doing in Roeland Park with the Kansas City audience on PBS, and that the documentary will also be up on YouTube.

CMBR Rebne thanked Mr. Price for coming and recognizing the City for the work it is doing. He added that he feels the workforce, and for particularly lower wage jobs, has shifted up in age and that people are working more as they get older. Mr. Price said he will focus on the people who are still working, volunteering, and giving back. He does not want to portray the aging population as passive, but that they have the ability to get out and access amenities, and have a social life, which are all elements he will highlight.

CMBR Madigan said he is very proud of the work they have been doing. He noted the Board of Zoning Appeals recently granted a variance to help a homeowner age in place by allowing them to move their laundry facilities from the basement to the upper floor. Mr. Price said that is also of interest, the ability to configure their homes to help them age in place.

CMBR Faidley asked what they can do to help Mr. Price. He said he would like to have the Governing Body illustrate the work they're doing in that the needs of their aging population are factored into the decisions they are making because they could affect their lives.

Mayor Poppa said he had a conversation with Mr. Price along with Public Works Director Scharff, Parks and Rec Superintendent Marshall, and Ms. Winn prior to her leaving. He said they are looking at gathering footage within a couple of months, and would like to have completed in May. He would like for someone to explain what you are seeing, what you are doing, and why it is important.

CMBR Hill wanted to make sure it was known the City is at a gold level status for Community for All Ages. She said she would like to put Mr. Price in contact with some people from the Sustainability Committee who worked on that achievement. Mr. Price said that he would also be speaking with MARC.

City staff will follow up with Mr. Price to coordinate everything. Mayor Poppa asked that the Governing Body send questions or ideas directly to staff. He added that he is very excited and lucky that Roeland Park will be highlighted and included.

#### **IV. Mayor's Report**

##### **A. Women's History Month Proclamation**

CMBR Hill read the Women’s History Month Proclamation into the record.

Mayor Poppa added that they will stay on the right side of history and will honor women and the women in Roeland Park.

The Arts Committee currently has a display hanging in the gallery, “Audacious Women of History and Hollywood,” with paintings by Gloria Heifner and Leonard Le’Doux. The display will be up through the end of March.

## **V. Report of City Liaisons and Committees**

### **A. Aquatics Center Advisory Committee**

Parks and Recreation Superintendent Anthony Marshall said this has been a major recruitment month. He has been to four area high schools with one more to go, and has seen roughly 1,000 high school students recruiting for the next pool season.

He also said that the KC Blazers are renting their facility for about eight weeks. While they do not have their own swim team, this will generate revenue for the Aquatics Center.

CMBR Faidley asked for an update on the women’s locker room. Mr. Marshall said the demo has been done as well as the painting. Currently they are waiting for the lockers to be installed, which will be completed well before the opening of the season.

CMBR Madigan congratulated Mr. Marshall stating that as long as he’s been associated with the pool, he has never seen anyone put in as much effort for recruitment and believes it will pay off for them this summer.

## **VI. Unfinished Business**

### **A. Update on License Plate Readers**

Mayor Poppa said the Governing Body approved the license plate readers at their last meeting, but they requested a wait on installation to check with the City of Mission about sharing the poles at Roe and Johnson Drive.

Police Chief Morris spoke with Mission Police Chief Madden. He said they are going through the same company for the license plate readers. Everygy owns the poles that they want to share and will not allow the readers to be mounted on them. Mission will be placing license plate readers along Johnson Drive at Nall, Lamar, and Broadmoor.

Police Chief Morris asked for approval to get on the list as a lot of cities are adding them. He noted that there was some confusion in a *Shawnee Mission Post* article regarding the pictures in the presentation and where they would like to have the cameras placed. The license plate readers for Roeland Park are approved for one at southbound Roe on 48<sup>th</sup>, one eastbound 48<sup>th</sup> and Roe, and one northbound on Roe and 51<sup>st</sup>.

Police Chief Morris thanked the women for the work they do and said they couldn’t do things without them.

**MOTION:** CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE PLACEMENT OF LICENSE PLATE READER LOCATIONS TO ONE AT SOUTHBOUND ROE AND 48<sup>th</sup> STREET, ONE AT EASTBOUND 48<sup>th</sup> AND ROE, AND ONE AT NORTHBOUND ROE AND 51<sup>st</sup> STREET. (MOTION CARRIED 7-1 WITH CMBR REBNE VOTING NO.)

## **VII. New Business**

### **A. Approve Funding Commitment Agreement for Mighty Bike**

Mayor Poppa said the City has allocated \$90,000 towards the Mighty Bike playground sculpture with the balance to be raised from community donations. The City requires the donated funds be raised before construction begins. The current costs have risen above their initial estimate, and a donor has agreed to make a deposit with the City equal to cover a shortfall.

CMBR Faidley expressed concerns with the funding agreement. She said that she has watched this project from the beginning and is very concerned about the increasing price tag. She noted that it is almost at twice the amount of money for their gateway City art piece, and that the Mighty Bike is a play structure and not considered as art. She does not have a great deal of confidence in the project at this point in that now might not be the right time for the project.

CMBR Raglow wanted to make a clarification on the cost and noted that inflation has hit all of their projects. She does appreciate the resident stepping up to provide the funds that many residents and children are excited to play on. She reiterated that they are not coming back to the Council and asking for more funds, but that the citizens are working to raise more money.

CMBR Hill said this project is important because the citizens brought it to them. They have already fundraised \$70,000, and it is a community member design. She said when the community speaks that loudly, they should listen and work to give them what they would like.

CMBR Rebne said the City committed \$90,000 to the project and that \$85,000 needs to be fundraised. He asked if they do not have the funds by the start of construction, are they supposed to be patient until they get the funds.

City Administrator Moody said they are able to spend dollars on design and soft costs to get to a point where it could be built. Until they are at a point where they are ready to fabricate it, they do not need to move forward. As a city, they are not obligated to have it built until they have all the resources collected noting that the fabrication is the bulk of the expense.

Mayor Poppa said they are being asked to agree to accept the donor's guarantee to cover the balance, so they know they have the total amount if available.

CMBR Rebne asked if they could move to amend they would not proceed forward until they have the funds in hand. Mayor Poppa responded they will have funds in hand when the donor makes the donation following the approval of the agreement.

CMBR Raglow said they are agreeing that the money donated is earmarked for the Mighty Bike. Once they have the agreement, they are setting aside those funds. If funds are raised over the amount needed, they will be returned.

**MOTION:** CMBR RAGLOW MOVED AND CMBR HILL SECONDED TO APPROVE THE FUNDING COMMITMENT AGREEMENT FOR THE “MIGHTY BIKE” PLAY STRUCTURE. (MOTION CARRIED 7-1 WITH CMBR FAIDLEY VOTING NO.)

**B. Interlocal Agreement with the City of Fairway**

City Administrator Moody said this is a standard interlocal agreement for a shared CARS project. The City of Fairway is taking on the lead role for this project.

CMBR Faidley asked if they do not get the CARS funding would the agreement go away. City Administrator Moody said there is a provision in the agreement that states either party can cancel the agreement. He added that they have been notified that CARS has approved their allocation.

CMBR Rebne asked about the area covered in the project. Public Works Director Scharff responded it is 53<sup>rd</sup> Street from Reinhardt/Mission Road east to Chadwick.

**MOTION:** CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF FAIRWAY FOR THE CONSTRUCTION AND INSPECTION OF ROELAND PARK’S PORTION OF THE 2023 CARS 53<sup>rd</sup> STREET PROJECT. (MOTION CARRIED 8-0.)

**VIII. Ordinances and Resolutions**

*There were no ordinances or resolutions presented.*

**IX. Reports of City Officials**

City Administrator Moody said he will get a progress report on the pool and the Community Center and provide that to the Governing Body to get them up to speed. He said they have made good progress on the women’s locker room, and once the lockers are installed, the project will be complete.

**Adjourn:**

**MOTION:** CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO ADJOURN. (MOTION CARRIED 8-0.)

(Roeland Park City Council Meeting Adjourned at 6:43 p.m.)

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Kelley Nielsen, City Clerk

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Michael Poppa, Mayor



Item Number: Consent Agenda- II.-C.  
 Committee 3/20/2023  
 Meeting Date:



**City of Roeland Park**  
 Action Item Summary

Date: 2/14/2023  
 Submitted By: Anthony Marshall  
 Committee/Department: Public Works  
 Title: **Approve 2023 Super Pass Agreement**  
 Item Type: Agreement

**Recommendation:**  
  
**Staff recommends approval of the Pool Superpass Agreement**

**Details:**

This agreement is similar to one the City has entered into for a number of years with the same partner Cities. It allows a special pass to be used from approximately the end of May to the beginning of September, 2023 to gain access to any of the pools and aquatic centers located in any of the participating Cities. Each City retains half of the revenue from the sale of the super pass and the other half is distributed based on the number of times the super pool pass is used at a City's pool facility divided by the total number of super pool pass use count overall. For example if there are 500 occasions the super pass has been used during 2023 at all pool facilities and 100 of them are at the Roeland Park Aquatic Center then Roeland Park would receive 20%. The cost of the super pool pass for residents of a participating city is \$60 for up to 5 individuals on one pass, or \$25 for an individual.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

## Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

### **ATTACHMENTS:**

Description	Type
📄 2023 Super Pass Agreement and Pool Use Agreement	Cover Memo

## **Letter of Understanding**

This UNDERSTANDING (“Understanding”) is made and entered into this day of \_\_\_\_\_, 2023 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

### **RECITALS**

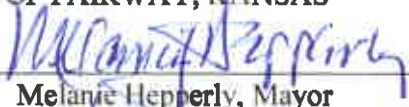
1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

### **CONDITIONS**

1. This Arrangement shall only apply to the 2023 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2023 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

**[Signatures]**

**CITY OF FAIRWAY, KANSAS**

By:   
Melanie Hepperly, Mayor

Attest: 

**CITY OF LEAWOOD, KANSAS**

By: \_\_\_\_\_  
Peggy Dunn, Mayor


Attest: \_\_\_\_\_

**CITY OF MISSION, KANSAS**

By: \_\_\_\_\_  
Sollie Flora, Mayor

Attest: \_\_\_\_\_

**CITY OF PRAIRIE VILLAGE, KANSAS**

By:   
Eric Mikkelson, Mayor

Attest: 

**CITY OF ROELAND PARK, KANSAS**

By: \_\_\_\_\_  
Michael Poppa, Mayor

Attest: \_\_\_\_\_

## **AGREEMENT FOR USE OF SWIMMING POOL FACILITIES**

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”), (each a “City” and collectively the “Cities”).

### **RECITALS**

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2023 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

#### **I. PURPOSE AND INTENT.**

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2023 swim season, which commences approximately May 27, 2023 and ends approximately September 4, 2023 (“2023 Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2023 Swim Season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$70 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$30 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$75 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$35 per individual category of seasonal pool pass.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2023 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how

many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the "Total Revenue." Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2023 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 27, 2023 through July 31, 2023, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City's Total Revenue (the "Retained Revenue") based on whether the City's Pool Facilities have or have not operated on a full-time basis during the 2023 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed "Shared Revenue" and shared with the other Cities as set forth below:

Dates Open	Retained Revenue	Shared Revenue
90% – 100%	50% of Total Revenue	50% of Total Revenue
80% - 89%	40% of Total Revenue	60% of Total Revenue
70% - 79%	25% of Total Revenue	75% of Total Revenue
Fewer than 70%	0% of Total Revenue	100% of Total Revenue

j. Each City's individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2023 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue.

This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

#### **IV. POOL SAFETY STANDARDS**

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

#### **V. LIABILITY**

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]



Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By                                 E.M.                                

Eric Mikkelson, Mayor

Attest:

                                Richard P.                                  
City Clerk

Approved as to Form:

                                David E.                                  
City Attorney

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_

Michael Poppa, Mayor

Attest:

\_\_\_\_\_  
City Clerk

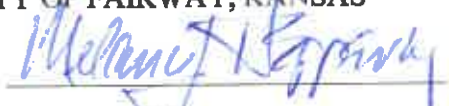
Approved as to Form:

\_\_\_\_\_  
City Attorney

**SIGNATURE PAGE TO  
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day  
and year indicated below.

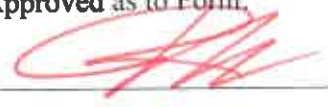
CITY OF FAIRWAY, KANSAS

By   
Melanie Hepperly, Mayor

Attest:

  
City Clerk

Approved as to Form:

  
City Attorney

CITY OF LEAWOOD, KANSAS

By \_\_\_\_\_  
Peggy Dunn, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_  
Sollie Flora, Mayor

**Exhibit A**

<b>CITY</b>	<b>OUTDOOR POOL FACILITIES</b>
<b>Fairway</b>	<b>6136 Mission Road Fairway, KS 66205</b>
<b>Leawood</b>	<b>10601 Lee Boulevard Leawood, KS 66206</b>
<b>Mission</b>	<b>6090 Woodson Road Mission, KS 66202</b>
<b>Prairie Village</b>	<b>7711 Delmar Street Prairie Village, KS 66208</b>
<b>Roeland Park</b>	<b>4843 Rosewood Drive Roeland Park, KS 66205</b>

**Item Number:** Applications/Presentations- A.-1.  
**Committee** 3/20/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 3/15/2023  
**Submitted By:** Senator Corson  
**Committee/Department:** Admin.  
**Title:** **Senator Ethan Corson**  
**Item Type:** Report

**Recommendation:**

**Informational only. Senator Corson to provide update.**

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Applications/Presentations- A.-2.  
Committee 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 3/15/2023  
Submitted By: Anne O'Leary  
Committee/Department: Admin.  
Title: **Roeland Park Community Garden Update – Anne O’Leary**  
Item Type: Report

**Recommendation:**  
Informational only. Anne O'Leary to provide update.

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Seeds That Feed the Need Garden 2023	Cover Memo
<input type="checkbox"/> Seeds That Feed the Need Garden Yearly Harvest - Google Sheets	Cover Memo

# Seeds that Feed the Need

## Roeland Park Community Garden



## Welcome to the Garden

The Seeds that Feed the Need Garden exists to improve the health and education of the residents of NE Johnson County

Throughout the growing season volunteers tend and harvest this unique garden. Carrots, tomatoes, asparagus, broccoli, lettuce, onions, sweet potatoes and blackberries are just some of the many crops we grow. Our garden produces between 800 and 1000 pounds of nutritious fresh fruits and vegetables each year that is then shared throughout our community. The garden is a vibrant resource that helps Roeland Park enrich and inspire our local neighborhoods.

### SINCE 2008

The garden began as a way to supplement the summer family food program at the Roeland Park Community Center. Over the years the garden has tripled in size. It continues to grow and adapt to our community needs.

### LOCAL FOOD

Food grown in the Seeds that Feed the Need garden is distributed to area food pantries on a weekly basis. We are often a pantry's only source of fresh produce. The garden is a unique source of nutrition for families in need.

### MULTI-PURPOSE

Our garden serves the community on many levels. It is an educational tool for scout troops and community members. It provides habitat for beneficial insects and birds. It is an opportunity for neighbors to help neighbors.



### Community

A dedicated team of volunteers manages the garden. Our operations are funded by contributions from the City of Roeland Park.



### Nutrition

The garden grows a wide range of produce in 14 raised garden beds. We also have adjoining herb, flower and blackberry beds.



### Appreciation

We are grateful for the support of the many community members that make this special experience possible.

PRODUCE	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Asparagus					1.5	8.5	12.5	8.5	7.75	6.5	8.5	8.75	3.5	
Lettuce	14.4	36.3	23.5	27.8	23.5	20.8	15.5	23.8	54	18.3	20.8	21.75	28.5	25.5
Broccoli	12	26.3	24.75	36.5	29.5	34.8	22.5	30	24.8	9.25	10	10.75	2	6.25
Zucchini	24	11.5			48.5	117	27	8.5	21	50.8	28.3	62.75	36.25	42.75
Yellow Squash	36.5	25	15.75	9.25	65.75	13.5		36.3	83.3	1	2.25	37.25	31.75	18
Onions	47	53.5	20.25	72.5	28.25	102	79	56.3	33	24	14.5	85.75	35.5	125.25
Green Onions			21		11.5	13.8	21.5	8.25	13.8	18.5	7	15	28.25	32.25
Potatoes	55	53	52.5	53	53	79	56	24	3	8	29.5	10	20	20.25
Sweet Potatoes			151.3		198		136.5	160	70.5	156	80	120	140	150
Cucumbers	114.5	19	111.5	42	157.5	136	85.5	101	96.5	53	56.8	67	114.5	28
Tomatoes	106	63.3	39	74	226.8	155	181.5	287	150	76.3	108	110.25	99.75	101.75
Green Peppers	10.5	52.3	6.75	8.75	46.5	65.8	60.25	25.3	40.8	61.8	51.3	133.5	45.5	15.75
Hot Peppers				133	21.75	14	5.75	8	8.25	6	2.75	8.75	7	9.75
Beets		29	50.5	62.5	63.75	29.3		13	14	20.3	20	37.5	64.5	44
Green Beans	21	7	13.75	41	31.75	38	13	34	19.3	19.8	27.5	17.75	27.25	
Carrots		0.75	54.5	14	33.5	56.8	40.75	23.8	27	11	53.5	34.25	33.25	10.75
Radish	5	10	7.25	28.5	1		3.5	6.5	2.75	1				
Spinach		11.8	7	21.8				3	0.5			4.5	10	6
Cabbage	15			11.5	49.5	44.3	59.75	23.5	26.3	31.3	27	36.75	47.5	39.75
Napa Cabbage			5		12	12.5	47.75	17.3		12		11.75		
Garlic					2.75	3.25	6.5	15	11	10.8	16.8	17	20	17
Herbs							3.25	5.5	6.25	1.5	6.5	8.25	6.25	7.25
Kale/Brussel Sprouts								29.3					2.5	
Swiss Chard								29.3	54.3	2.25	28	15	3.5	103
Turnips									22.8					60
Melon/Pumpkin						0.25		17.8				32		
Blackberries								45	27	20	15	10	29.5	38.75
<b>TOTALS</b>	<b>460.9</b>	<b>398.75</b>	<b>604.3</b>	<b>636.1</b>	<b>1106.3</b>	<b>944.6</b>	<b>878</b>	<b>1039.95</b>	<b>817.9</b>	<b>619.4</b>	<b>614</b>	<b>916.25</b>	<b>836.75</b>	<b>902</b>

Item Number: Mayor's Report- IV.-A.  
Committee 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 3/16/2023  
Submitted By: Mayor Poppa  
Committee/Department: Admin.  
Title: **Appoint Jeffrey Stocks to the Board of Zoning Appeals**  
Item Type:

**Recommendation:**  
**To appoint Jeffrey Stocks to the Board of Zoning Appeals at large appointment.**

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
☐ Jeffrey Stocks	Cover Memo



## Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com <noreply@civicplus.com>

Sat 1/7/2023 9:33 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>;RP Intern <intern@roelandpark.org>;Erin Winn <EWinn@roelandpark.org>

### Committee Volunteer Form

Date	1/7/2023
First Name	Jeffrey
Last Name	Stocks
Address	5627 Roe Blvd
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Health and Human Services/Administration for Children and Families - Federal Government
How long have you been a resident of Roeland Park?	2 years
How much time do you have to devote per month?	10-20 hours, however my schedule can be more flexible if necessary
Board & Committee Interest	<p>My background is in public policy, both in education and experience. My education ranges having from a BA in Political Science (University of Missouri - Columbia) to being a Certified Public Manager (University of Kansas School of Public Management).</p> <p>I work in public policy with the Federal government and have 16 years of experience in writing, interpreting, and enforcing various policy and regulation for both state and Tribal social service programs. I'm also a national lead on providing domestic violence training to state and tribal programs, as well as prisoner re-entry training for a wide range of organizations (states, tribal programs, social service organizations, fatherhood groups, etc). I have extensive experience across multiple programs in the competitive grant process - both 1115 and Special Improvement Project funded grants.</p>

I have established partnerships between a wide range of federal, state, and tribal entities such as the Bureau of Prisons, state-level domestic violence coalitions, Office of Community Service, Administration for Native Americans, etc.

I am father of two school-aged boys and am proud to have a home in Roeland Park, KS where they can grow in a safe and healthy environment. I would like to use my skills and interests to help in some small way to continuing to make Roeland Park a wonderful place to raise a family.

---

Select a Board or Committee    Council Member

---

Are you a high school student between the ages of 14 and 18?    No

---

Additional Comments    Because of my role in policy with the Federal government, I would need to have this position cleared for any potential conflicts of interest. I don't anticipate any issues, however.

---

Resume    [Resume Stocks Jeffrey .docx](#)

---

Email not displaying correctly? [View it in your browser.](#)

**Item Number:** Reports of City Liaisons- VI.-A.  
**Committee** 3/20/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 3/16/2023  
**Submitted By:** Council Member Faidley  
**Committee/Department:** Admin.  
**Title:** **MARC – Bike & Pedestrian (Jan Faidley)**  
**Item Type:**

**Recommendation:**

**Informational only. Council member Faidley to provide update.**

**Details:**

MARC's Bicycle Pedestrian Advisory Committee (BPAC) met in a hybrid meeting on Wednesday March 8, 2023 at 1:30PM.

Matt Davis, MO Co-Chair called the meeting to order and welcomed everyone followed by a vote to approve the January 11 Meeting Summary attached to the agenda.

Karen Clawson with MARC gave a presentation on the **Carbon Reduction Program** - a \$6B(!) fund established by the Bi-partisan Infrastructure Bill to reduce carbon emissions. This equates to approximately \$4.6M/year for 5 years. In 2022 a task force met three times to plan how these dollars will be distributed. In March 2023 there will be a call for projects. Projects chosen for funding will favor implementation but there are also funds available for pedestrian project planning and design. They will encourage equity and partnerships as they look at requests for funding.

MARC's Martin Rivarola spoke next with an update on the Connected KC 2050 plan. An update is required every 5 years and takes approximately 2 years to complete. Five areas of focus include: 1) Access to opportunities 2) Public health and safety 3) Environment 4) Transportation choices and 5) Economic development. Included in the new plan will be workforce transportation needs and housing options.

A comprehensive report on the Flint Hills RAISE grant and community trail work in Osawatomie by Jeff Bender and Jeff Dorsett followed. This is a \$24M federally funded project that covers 40.49 miles of trails, 19 communities and 6 counties. The trail runs west of Council Grove, KS. The planners/organizers worked with the Kaw Nation to get input on logos and help with

restrooms/amenities especially in the area east of Council Grove. Mr. Dorsett is a retired rural physician. He spoke to the physical and mental health benefits of bicycling - particularly important in rural areas of the state. He said that Osawatomie is a "healthy living community" working to reinvent itself as a bicycle destination.

The committee's ranking of priorities for the Regional Counting Program and Regional Sidewalk Inventory - as well as a review of the new cartographical styles and mapping standards in the Regional Trails & Bikeways Map - were pushed to the next meeting. Next meeting will be May 10, 2023.

### Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Liaisons- VI.-B.  
Committee: 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 3/16/2023  
Submitted By: John Jacobson  
Committee/Department: Board of Zoning Appeals  
Title: **Board of Zoning Appeals**  
Item Type:

**Recommendation:**

Informational only. John Jacobson to provide update.

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-A.  
Committee 3/20/2023  
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: Other

**Recommendation:**

First, we observed all three maquettes from Nathan Pierce, Amie Jacobsen, and Hasna Sal.

We then discussed the following in detail.

Each maquette set was reviewed and discussed in turn.

Pros and Cons were presented by each committee member.

Members looked at the following criteria.

1. Is the piece site specific?
2. Is it robust, durable, long lasting, and environmentally sound? Examples are materials, finishes, weathering.
3. Is it original?
4. Does the artwork make a statement for the city?
5. Does the work reflect and symbolize our community values and vision through a visible dynamic and engaging presence? Is it welcoming to the city?
6. Does it have a year-round visual impact? Is it readable?
7. We discussed lighting issues.

Committee members had a lengthy discussion on the pros and cons for each piece relating to the above criteria.

Each member rated their choices on a 1 to 3 scale.

The following was the outcome.

1. Nathan Pierce
2. Hasna Sal
3. Amie Jacobsen

Therefore, the committee recommends accepting Nathan Pierce's proposal.

**Details:**

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.

**Financial Impact**

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

**Additional Information**

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
<input type="checkbox"/> AAC GATEWAY Project, Call For Art, Final	Cover Memo
<input type="checkbox"/> AAC GATEWAY Project, Q A Rev E Dec 24, 2022	Cover Memo
<input type="checkbox"/> AAC Gateway, Dec 2022, PLAN, Roe Parkway Extension to Roe Boulevard 12-7-22	Cover Memo
<input type="checkbox"/> AAC Sample Commissioned Art Purchase Agreement- 9-26-18, Feb 2023	Cover Memo
<input type="checkbox"/> AAC, Gateway, rev Schedule to Artists, 15 Feb 2023	Cover Memo
<input type="checkbox"/> AAC, Gateway, rev B, Schedule to Artists, 15 Feb 2023 (1)	Cover Memo
<input type="checkbox"/> Nathan Pierce_RoelandPark	Cover Memo

▣	Nathan Pierce	Cover Memo
▣	Hasna Salam Ascension-1	Cover Memo
▣	Hasna Drawing	Cover Memo
▣	Hasna Sal Q and A	Cover Memo
▣	AJacobsen_Convergence	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](mailto: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](mailto:knielsen@roelandpark.org). For mailed submissions: City of Roeland Park, 4600 W 51<sup>st</sup> Street, Roeland Park, KS 66205. Questions about the project or questions regarding submission materials should be directed to Mary Schulteis at [marysunflowers@aol.com](mailto:marysunflowers@aol.com) or Marek Gliniecki at [marekgliniecki@yahoo.com](mailto: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 48<sup>th</sup> 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 48<sup>th</sup> Street becomes 47<sup>th</sup> 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.

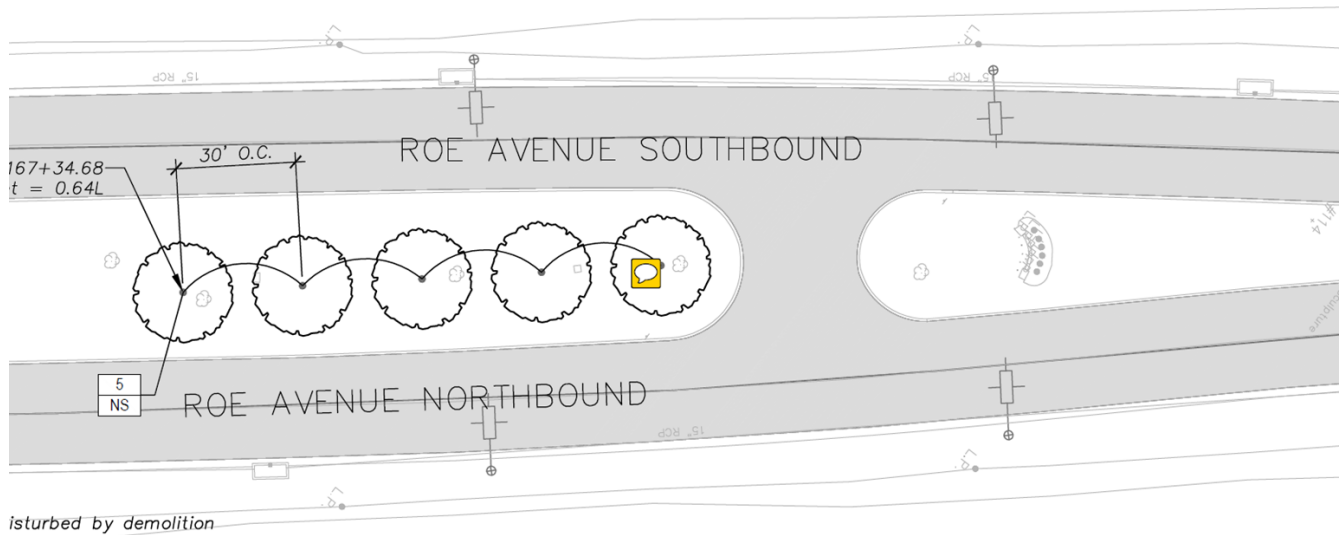
A-10 *The sign is already in place and is not part of the Call For Art, although it can be referenced for context if desired. It has illuminated lettering. It can be viewed through Google Maps.*

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.*

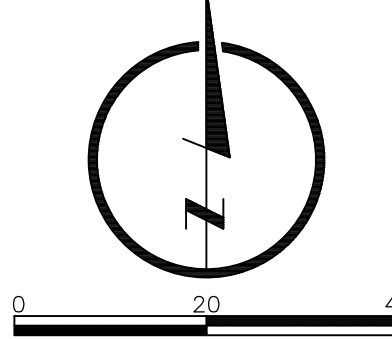


Q-13 How do I submit the applications in response to the RFQ? Paper, by email or by a website response?

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](mailto:knielsen@roelandpark.org) through Google Drive. Please submit packet in the order listed below:

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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.”



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
 MARK DANIEL MCCHIEE, JR.  
 KS PE-20773

ROE PARKWAY PLAN/PROFILE SHEET

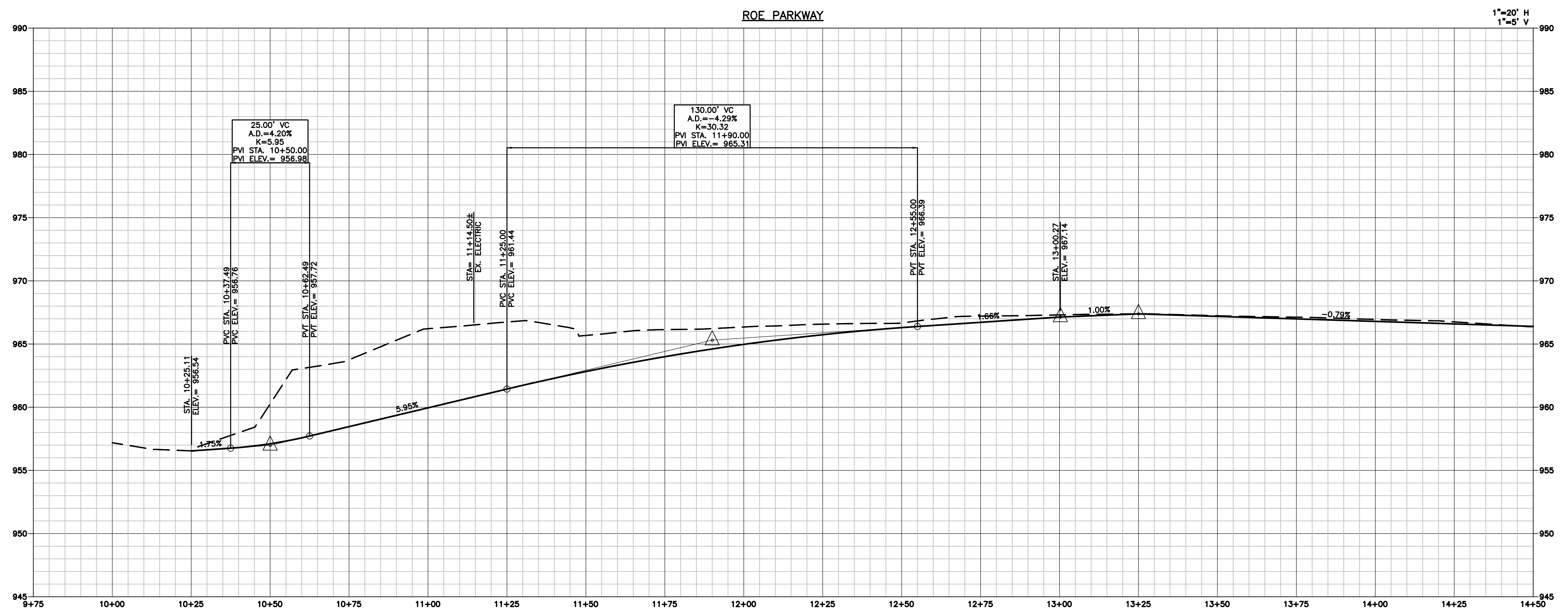
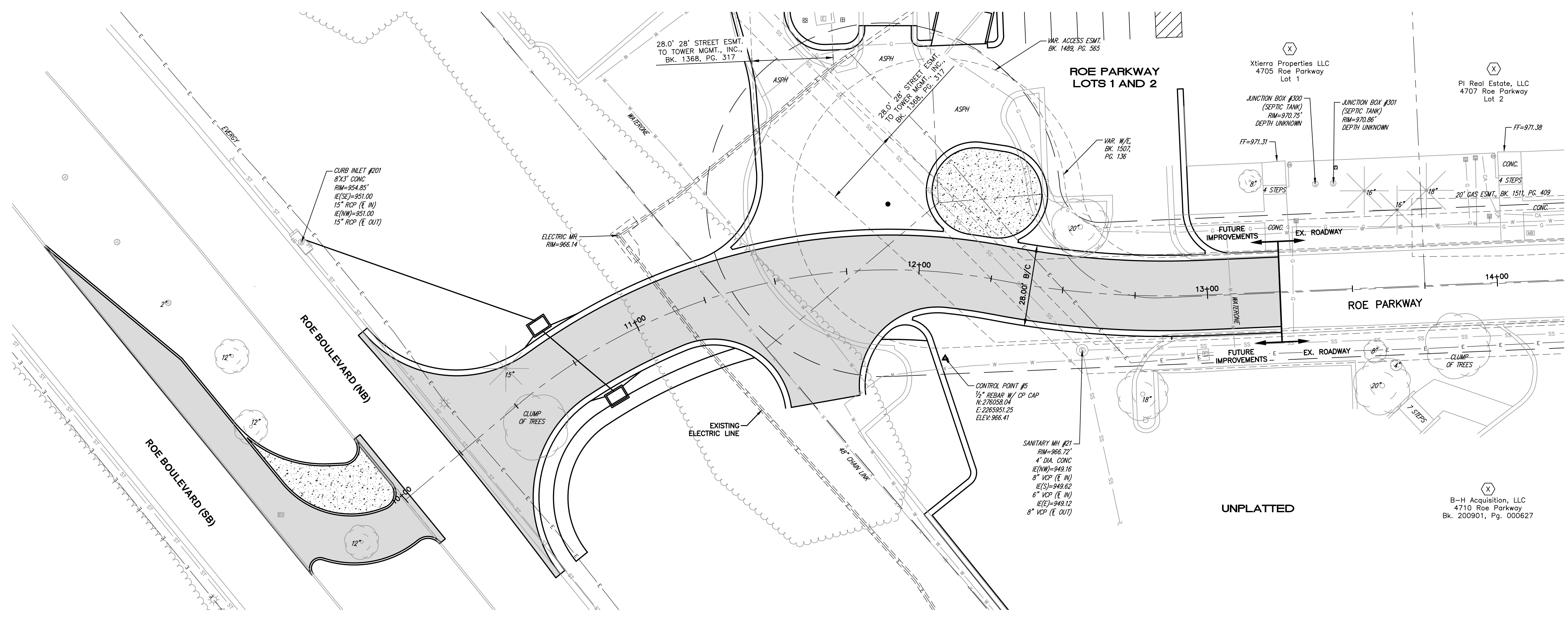
ROE PARKWAY EXTENSION  
 CITY OF ROELAND PARK, KANSAS

**811**  
 Know what's below.  
 Call before you dig.

REVISIONS


DESIGNER / DRAFTER  
 JDM/AJM  
 DATE  
 2022  
 PROJECT NUMBER  
 0321001.04  
 BOOK AND PAGE

SHEET  
**1**



L:\Engineering\0321001.04 - Revised Plan - KS Roe Parkway\DRAWINGS\CONSTRUCTION DRAWINGS\0321001.04 - Plan - RFP.dwg, 12/16/2022 2:32:50 PM, JAME MCCHIEE, LAMP RYNEARSON



**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 51<sup>st</sup> 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

**[ARTIST'S NAME]**

APPROVED AS TO FORM:

Artist: \_\_\_\_\_  
 Address: \_\_\_\_\_

\_\_\_\_\_

Steven E. Mauer, City Attorney

**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

**NSP** sculpture

**“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](mailto:npierce1s@hotmail.com)

website. [www.nspsculpture.com](http://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.

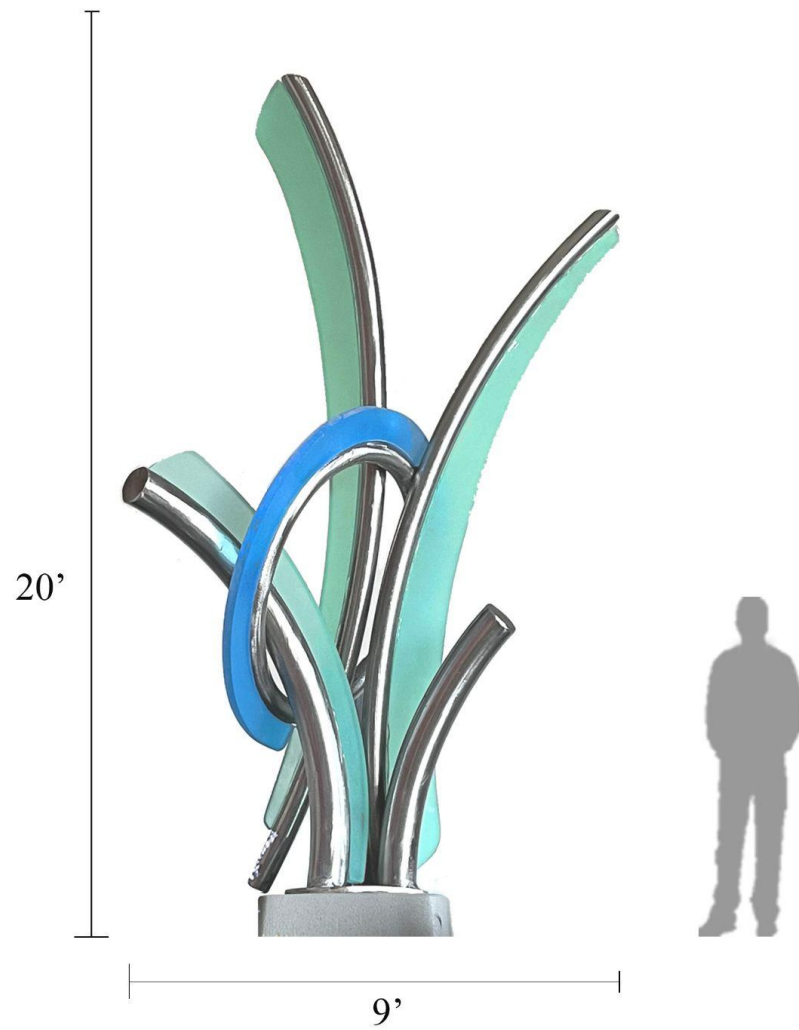
Sincerely,

Nathan S Pierce

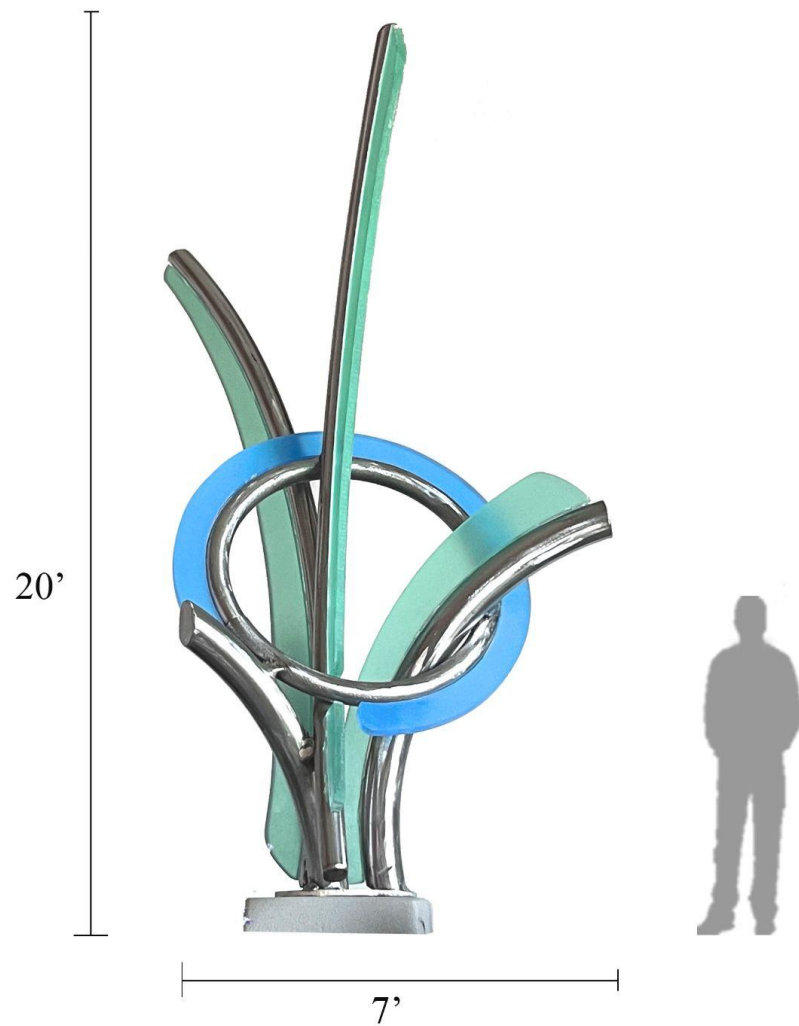
## Proposal Description

- 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' x 8'

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' x6'

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' x7'

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](mailto:jdavis@sculptureinthelandscape.com)
2. **Miranda Kyle**, Art and Culture Project Manager, Atlanta Beltline Inc. Atlanta, GA, Office: 404-477-3636, [mkyle@atlbeltline.org](mailto:mkyle@atlbeltline.org) // [beltline.org](http://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](mailto:rusty@cedarhurst.org)



**“Origin”**

by: Nathan Pierce

1425 Merriwether St., Cape Girardeau, MO 63703

573.579.8386 | [npierce1s@hotmail.com](mailto:npierce1s@hotmail.com)

## Proposal Description

- Author: Nathan Pierce
- Working Title: "Origin"
- Sculpture Dimensions: 18h 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**



## Materials and Techniques

### 1. Principle materials used in fabrication:

#### 304L Stainless-steel

The structure of the sculpture is fabricated from 304L grade Stainless Steel and is considered a permanent material with minimal maintenance cost. Finished surface achieved with medium grit 3M surfacing disc in a uniform direction

Properties of stainless steel-

- Corrosion resistant.
- Temperature resistant.
- Low-maintenance
- Attractive appearance

#### Cell Cast Acrylic

The transparent colored panels are constructed from cast acrylic sheet and offer balance to the metallic surface of the stainless-steel. The transparent quality makes use of natural light and brings light through the piece and creates colorful reflections/shadows on the surface of the sculpture and the space around it. .

Properties of cast Acrylic:

- UV resistant
- Low-maintenance
- Environmentally friendly (recyclable)
- Impact resistant



blue#2069



Lt. green#2111

**2. Other materials used** (screws, nails, glue, armature, etc.):

- Stainless Steel locking nuts and bolts
- Weather-Resistant EPDM Rubber Sealing Washers and gasket materials for vibration and impact resistance

**3. Equipment used in construction:** (all applicable fabrication shop tools)

- MIG welder
- angle grinders
- Drum style burnishing grinder
- CAD programing
- Plasma cutter
- Other source services

**4. Final work methods** (cast, welded, modeled, assembled, etc.):

- primary fabrication of all Stainless-steel material welded with single pass MIG weld .030" ER308L wire with tri-mix shielding gas, all welds smoothed with abrasive disc to desired finish.
- Stainless steel surface finish prepared with a 2-step process using 80 grit abrasive disc in the long direction on the form and finished with scotch brite coarse surface conditioning disc in the same direction
- Acrylic shaped and burnished with #240 burnishing wheel, attached to sculpture with stainless steel hardware and EPDM rubber isolation washers

# Fabrication techniques



Images: acrylic mounted in a channel welded to the large stainless steel curve and attached with isolation material and fasteners.

## Fabrication techniques



Images: acrylic mounted on brackets and weld tabs, attached with rubber isolation material and stainless steel fasteners.

## Information on Cast Acrylic

poly(methyl methacrylate)(PMMA)

Cell cast Acrylic is a transparent plastic material with **outstanding strength**, stiffness, and optical clarity. Acrylic sheet is easy to fabricate, bonds well with adhesives and solvents, and is easy to thermoform. It has **superior weathering** properties compared to other transparent plastics and is available in a wide variety of colors. Acrylic is also **highly UV resistant**.

Acrylic sheet is a **versatile material** that has many residential, commercial, industrial, and professional uses. **50% lighter** than glass of the same dimension. It **will not yellow** in the sun and light scratches can easily be removed. Up to **17 times stronger** and less than half the weight of an equivalent piece of glass

### Outdoor applications for acrylic include:

- Skylights
- Sun-room windows
- Bus shelter glazing
- Windows for military vehicles
- Windows for construction, agricultural, and mining equipment
- **AND.... sculpture!!!!**



Examples of acrylic in public art- Work by: Dennis Oppenheim  
'Arriving Home', 2005(top), 'Monument to Escape', 1999(bottom)



## **Maintenance/ Conservation Instructions:**

Instructions regarding the methods and frequency of maintenance for the artwork (with observations about permanency and durability of materials and techniques).

**1. Routine maintenance recommendations:**Wash as needed with mild soap and water solution, rinse, and wipe dry

**2. Cyclical maintenance (less frequent and more extensive preventative measures):**The following advice applies when a sculpture is composed totally or partially of stainless steel. When it is a part of a sculpture, the particular restrictions and advice for adjacent or nearby materials must be considered as well. Stainless steel is generally problem-free outdoors, but art made from stainless steel will accumulate dirt and marks, and sometimes graffiti, which call for cyclic attention. Be aware that small rust like spots or general orange stains of corrosion do form on stainless steel. Do not attempt to remove this corrosion as it is not a problem. There are various finishes to stainless steel that call for some specialized, periodic attention such as polishing and mild abrasive cleaning. Report concerns about deteriorated original finishes but do not attempt to restore a finish without instructions specific to the sculpture

**Cyclic actions:** Soiling. Hose off accumulated dust, bird droppings, salts from ice control, and other materials. Rain alone does not do this effectively. Only if there is physical weakness, such as broken welds, is it not safe to direct a stream of hose water on a steel sculpture. Forceful sprays of water using a jet nozzle are otherwise safe and desired. Use the force of the water to remove thick accumulations in pockets where rain does not reach. Rinse thoroughly from top to bottom. This washing can be performed weekly if necessary but should be done at least once a year. Frequency depends on rate of soiling accumulation, but washing cannot be overdone. A general rule calls for rinsing sculpture whenever the plaza is washed down with a hose.

-Refer to GSA recommendations for outdoor stainless steel sculptures sections 2.2, and 2.6;

[https://www.gsa.gov/cdnstatic/GSA\\_FineArts\\_2\\_Sculpture.pdf](https://www.gsa.gov/cdnstatic/GSA_FineArts_2_Sculpture.pdf)

## **Environmental Considerations**

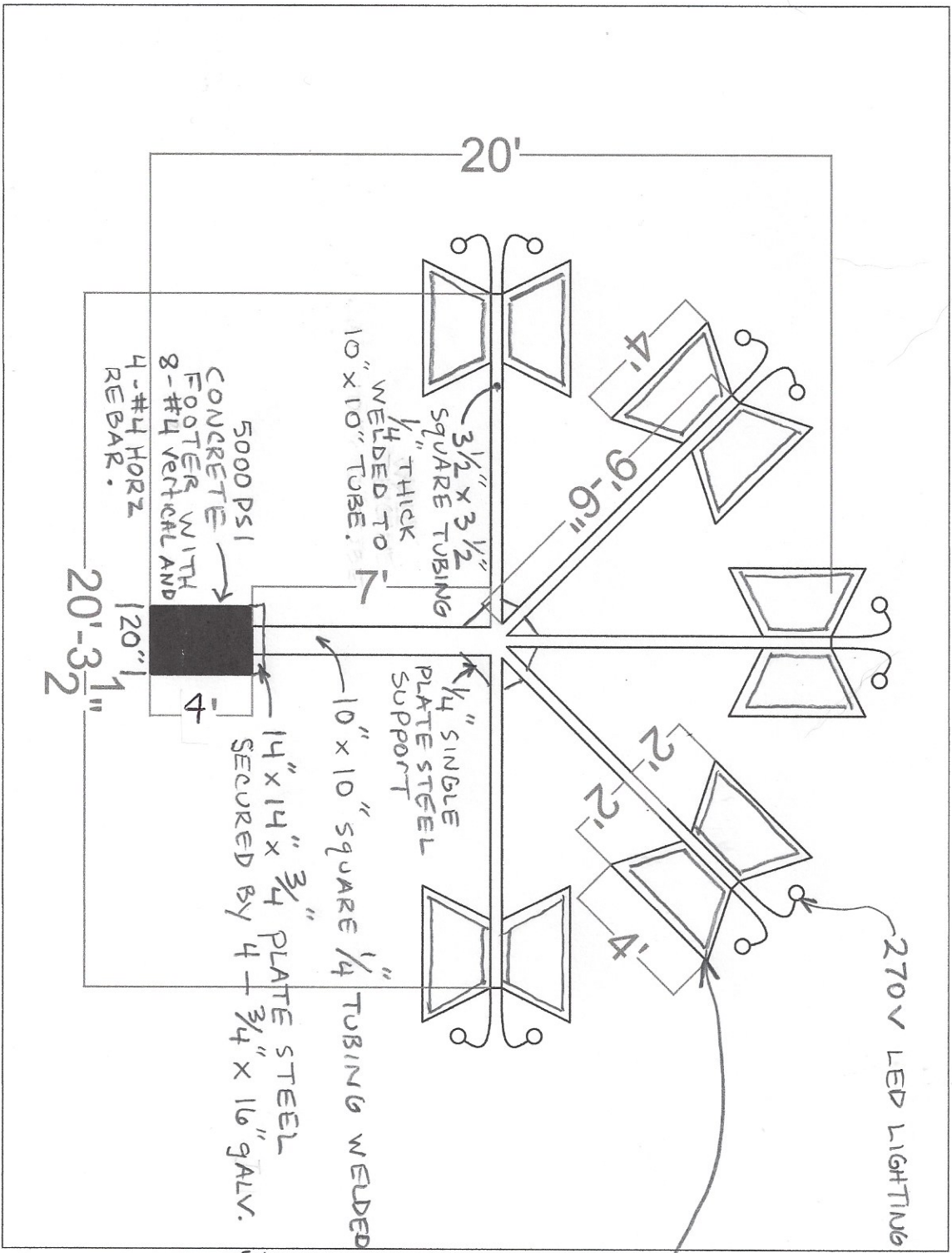
### **1.Environmental factors that may affect the condition of the artwork and any precautionary measures that should be taken (sunlight, weather, human interaction etc.).**

- Excessive salt spray from winterizing near-by roadways may cause discoloration on the stainless-steel surface. To prevent this occurrence, reduce salt air environment on or near the artwork. Over time, if discoloration build up is more than desired, use liquid passivation process to remove all free-iron from the surface. This will bring the sculpture back to a like-new appearance

-Passivation product recommended: CitriSurf® 77 or CitriSurf® 77 Plus, apply per instructions. Clean and passivate stainless steel with citric acid based CitriSurf® will safely and effectively passivate, remove contaminants, rust and free iron from the surface of stainless steel.

Product link: <https://www.theruststore.com/Stainless-Passivation-C114.aspx>





5000 PSI  
CONCRETE WITH  
8-#4 VERTICAL AND  
4-#4 HORIZ  
REBAR.

20'-3 1/2"

14" x 14" x 3/4" PLATE STEEL  
SECURED BY 4 - 3/4" x 16" GALV. J BOLTS

10" x 10" SQUARE 1/4" THICK  
WELDED TO

10" x 10" SQUARE 1/4" TUBING WELDED TO STEEL PLATE.

3 1/2" x 3 1/2" SQUARE TUBING

1/4" SINGLE PLATE STEEL SUPPORT

9'-6"

2'-2"

270V LED LIGHTING

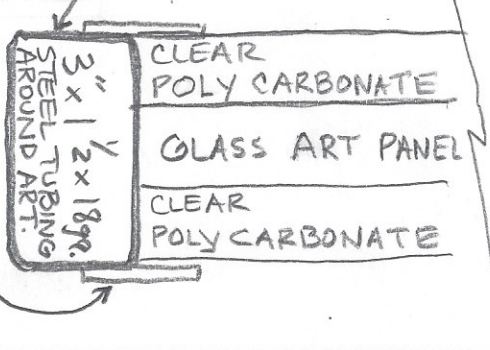


PLATE STEEL WELDED TO SECURE ART GLASS AROUND ALL EDGES.

3/16" x 12"

3" x 12" x 189R STEEL TUBING AROUND ART.

CLEAR POLY CARBONATE  
GLASS ART PANEL  
CLEAR POLY CARBONATE

## Re: ROELAND PARK: Arts Advisory Committee; Gateway Project, Selection Process Questions

Hasna salam <hasna\_sal@yahoo.com>

Sun 3/19/2023 1:19 AM

To: Marek Gliniecki <marekgliniecki@yahoo.com>

Cc: Nielsen, Kelley <knielsen@roelandpark.org>

📎 1 attachments (808 KB)

Structural Drawing.pdf;

Dear Marek-

Thank you for the questions. Here are the answers in red.

1. Would the plexiglass protective panels be applied on both sides?

Yes they would be installed in front of the art glass on both sides. In fact, in all my exterior public art installations ( my temporary and permanent installations), the art glass is protected by 1.25 inch protective acrylic panel on either side. You can see examples at Lykins Square Park and Independence Plaza Park in Kansas City, MO, or Independence MO in front of the downtown fire station. I also have similar installation of glass and steel in St Joseph MO in front of their downtown YWCA.

2. What would the finish be on the steel supports and frames??

The finish would be industrial grade black enamel paint. It is weather resistant and permanent. Again- you can see the same in my other permanent installations at Lykins Park and Independence Park, and all the other locations as well.

3. Are the stained glass panels the actual panels that would be used?

No- these panels are just for the maquette. If I win the project, then I would gift the city this maquette. The actual panels would be 4 times bigger. One maquette panel wing is 2 sq ft ( 1 ft x 2 ft ). Each of my final panels would be 8 sq ft ( 2 ft x 4 ft )

4. Would the actual lights provide a more even distribution of light over the panels?

Yes absolutely- the lights would be much bigger with longer arms so they distribute the light evenly. And in the final version, we will put 2 lights on each wing- one on top with longer arm ( to convey the idea of a butterfly's antenna) and one at the bottom more discreetly placed closer to the panel. This distributes the light evenly from the top and bottom.

Thank you again for the questions. Please let me know if you have further questions- happy to answer. I am attaching the structural drawing for the installation for jury review.

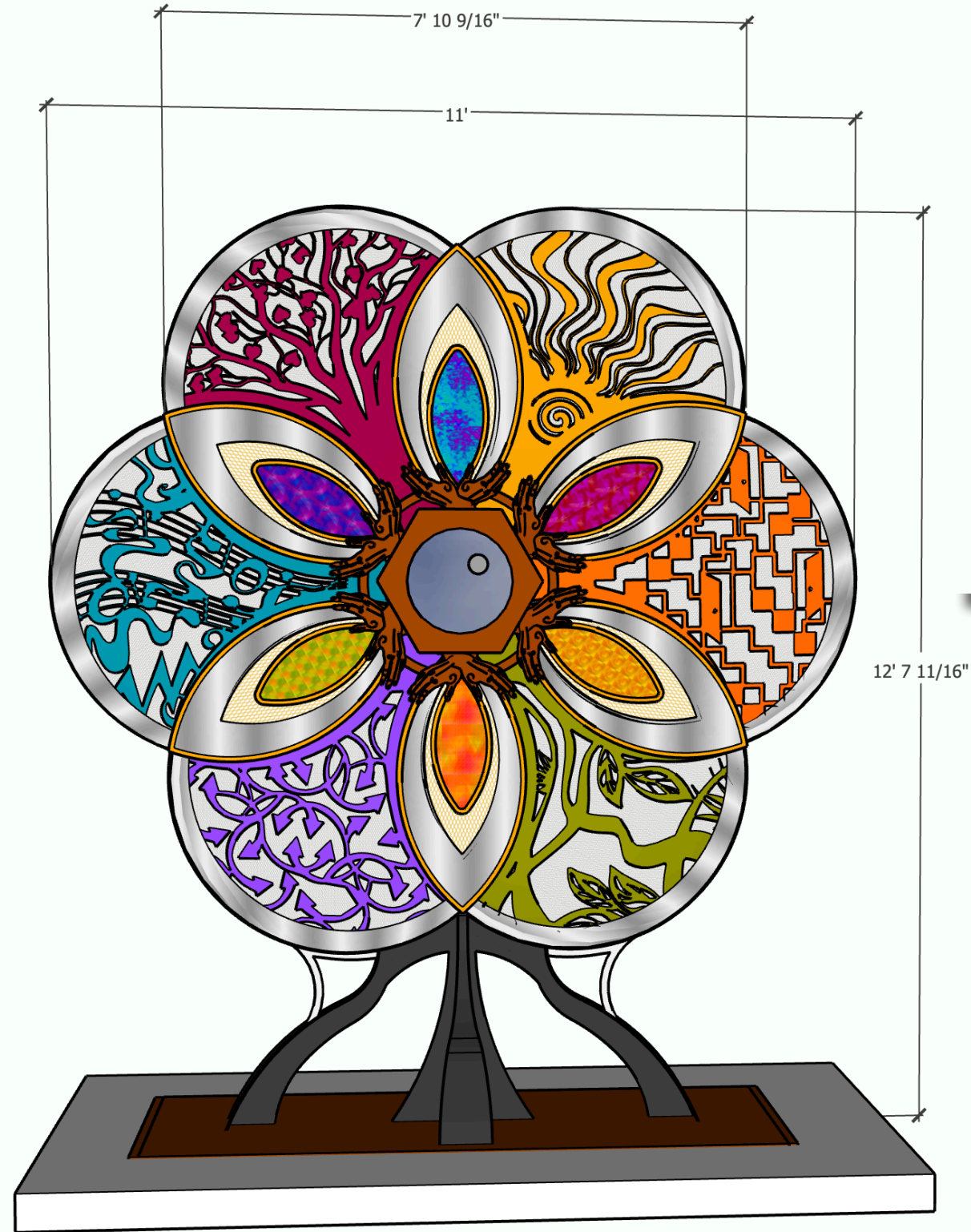
Sincerely-  
Hasna

**HASNA SAL. Assoc. AIA**  
***Glass Concepts 360***

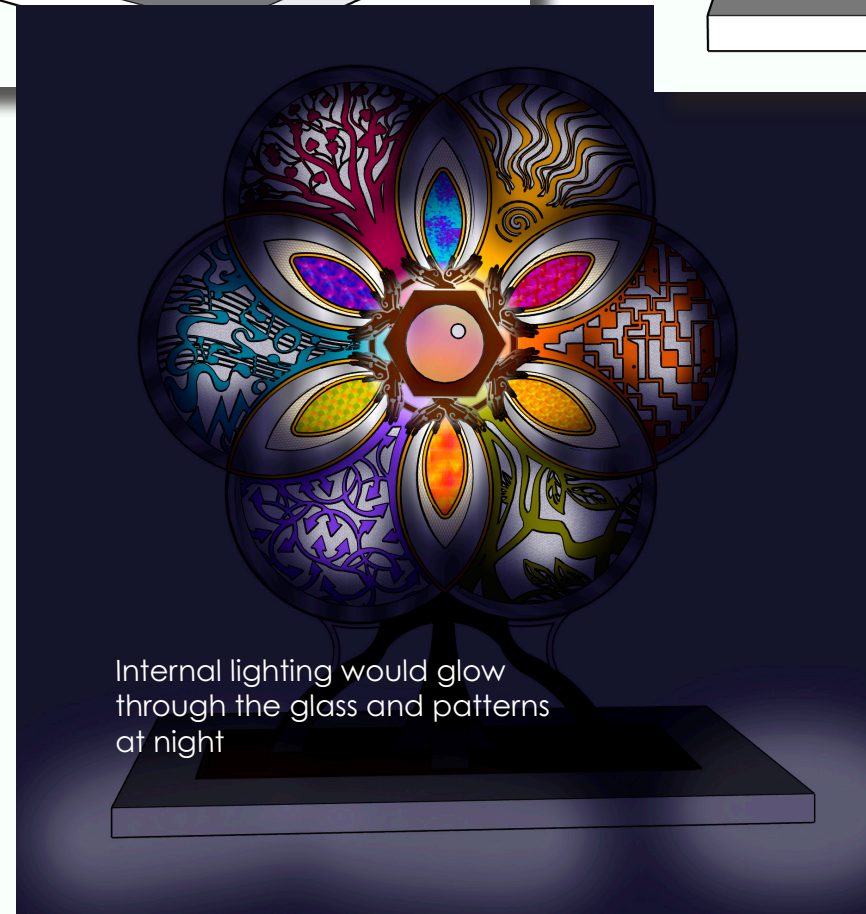
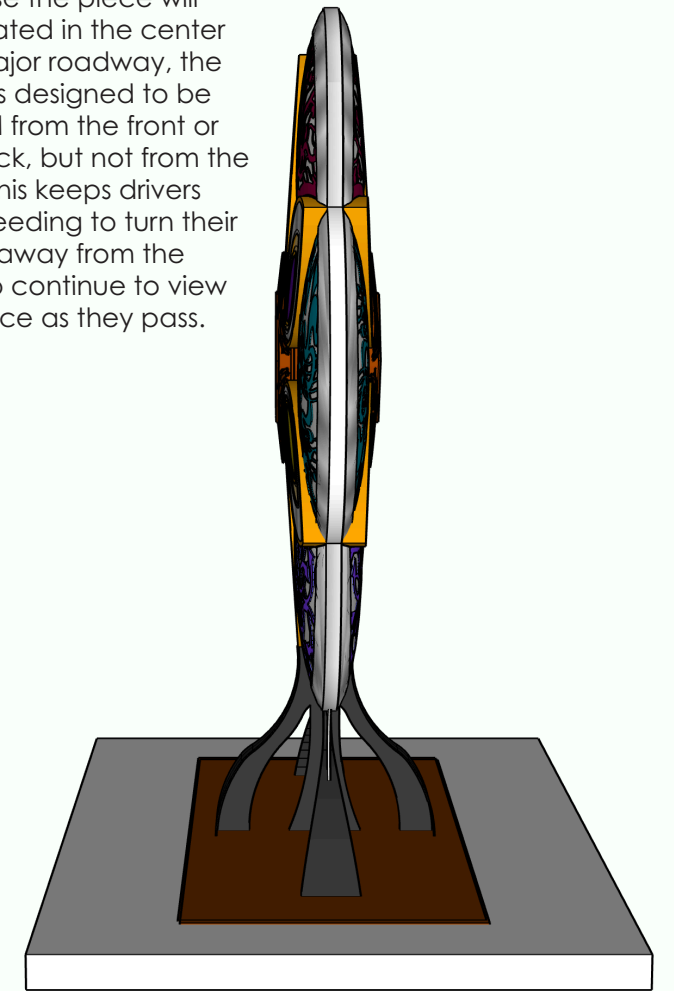
On Saturday, March 18, 2023 at 11:26:06 PM CDT, marekgliniecki@yahoo.com <marekgliniecki@yahoo.com> wrote:

# “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.



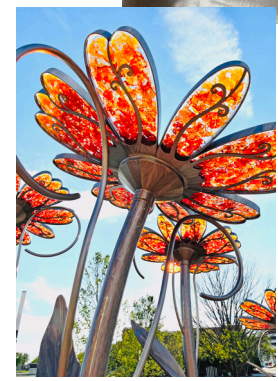
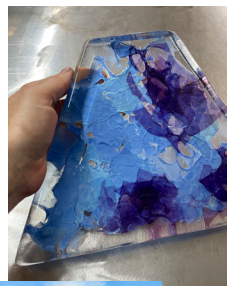
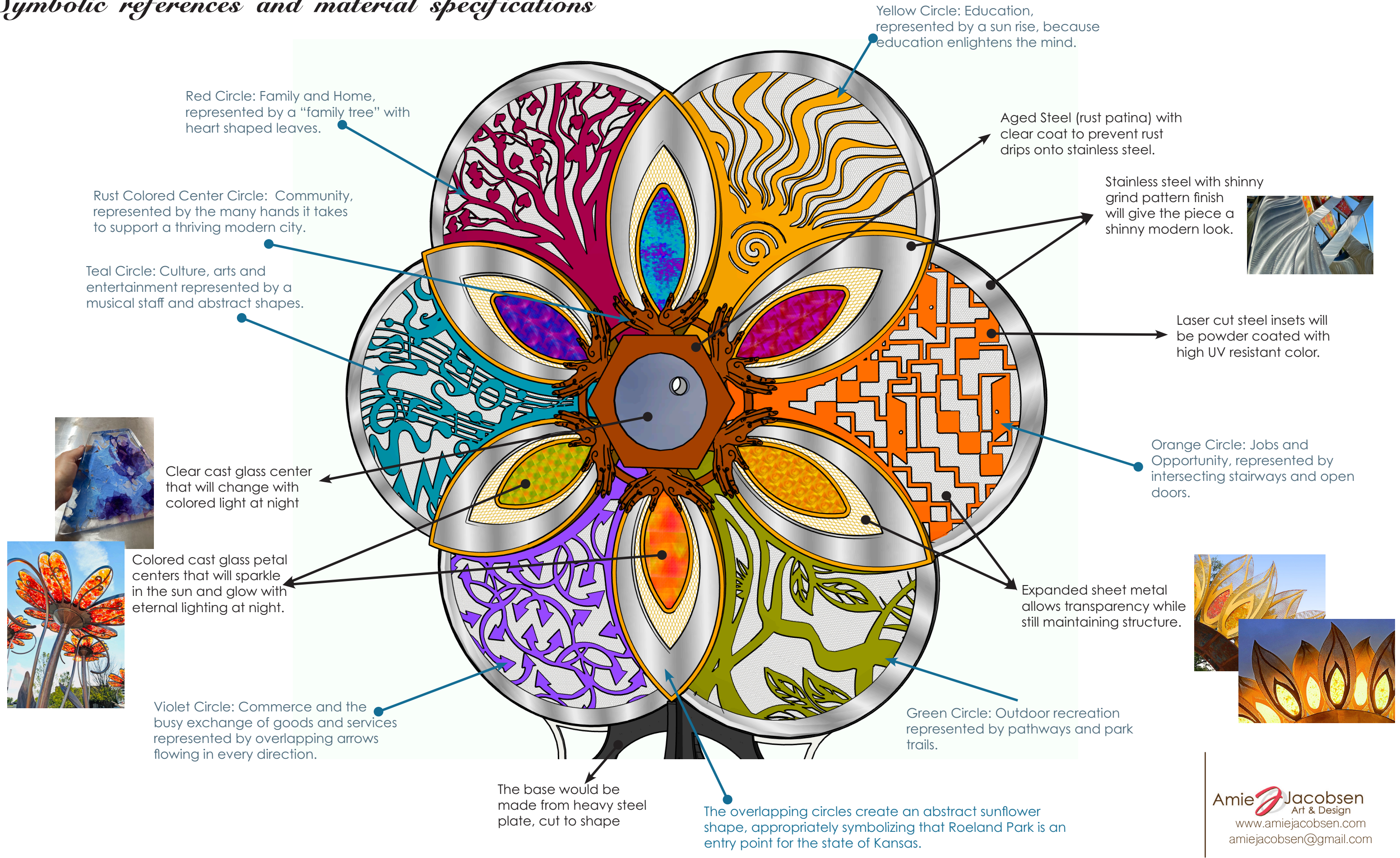
Internal lighting would glow through the glass and patterns at night

## 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



Item Number: New Business- VIII.-B.  
Committee 3/20/2023  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 3/14/2023  
Submitted By: Donnie Scharff, Director of Public Works  
Committee/Department: Public Works  
Title: **Stormwater BMP Cost Share Agreement with Johnson County**  
Item Type: Agreement

**Recommendation:**

**To approve the Stormwater Best Management Practices (BMP) Cost-Share Program Agreement with Johnson County.**

**Details:**

Attached is the agreement with Johnson County for 2023. The County's BMP reimbursement program was initiated in 2011. The program acts as resource to assist Johnson County residents to use stormwater friendly methods on their property to manage stormwater such as: Rain Barrels, Native Tree Plantings, Rain Gardens, and Pollinator Plant Gardens.

Reimbursements to the residents come from the City, but the City is reimbursed from the County. Roeland Park was approved for \$3,000 for reimbursements in 2023

Project Type Project Reimbursement Cap  
Rain Barrel \$75 per barrel, up to two  
Native tree planting \$150 per tree, up to two  
Pollinator/Native plant garden \$1000  
Rain Garden (must have pre-approval) \$1000.

Financial Impact

Amount of Request:
--------------------



Budgeted Item?	Budgeted Amount:
Line Item Code/Description: 300 Stormwater Maintenance	

Additional Information

In 2022, 7 residents participated in the cost share program. Items that were planted were native trees, native flowers and the installation of a rain garden. We have seen an increase in the participation in this program in the past few years. This program benefits residents that want to assist with reducing the amount of stormwater runoff in our city.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 2023 BMP Cost Share Agreement	Cover Memo

## **Agreement**

### **For “Contain the Rain” BMP Cost-Share Program**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Roeland Park, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the \_\_\_ day of \_\_\_\_\_, 2023.

#### **Recitals**

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of rain barrels, rain gardens, native trees, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

C. The City has developed the Contain the Rain Program (“Program”) a BMP cost-share program which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$3,000 to the City for its Program upon the following terms and conditions:

#### **Agreement**

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$3,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of March 15, 2023, and shall expire on January 31, 2024. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

**City of Roeland Park, Kansas**

**Johnson County Public Works Department**

---

Keith Moody  
City Administrator

---

Geoffrey Vohs  
Interim Director of Public Works

Approved as to form:

Approved as to form:

---

Steve E. Mauer  
City Attorney

---

Robert A. Ford  
Asst. County Counselor

Attest:

---

Kelley Nielsen,  
City Clerk

# EXHIBIT A

## EXHIBIT A

# Contain the Rain in Johnson County 2023 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMP) on their property to aid in the improvement of local and regional water quality. At the same time, the City encourages planting native plants and trees to support the natural ecosystem and provide food for pollinators like bees and butterflies. The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

<b>Project Type</b>	<b>Project Reimbursement Cap</b>
Rain Barrel	\$75 per barrel, up to two
Native tree planting	\$150 per tree, up to two
Pollinator/Native plant garden	\$1000 <small>(Notes: Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement; garden must receive runoff)</small>
Rain Garden (must have pre-approval)	\$1000

### **Program Applicant Conditions**

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arboday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
  - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
  - b. All reimbursements are on a first come, first serve basis until funding runs out.
  - c. Applicant is responsible for all project costs.
  - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2023.
8. For Rain Gardens Only:
  - a. Pre-approval is required before any work can begin.
  - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
  - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
  - d. Implementation of the approved project is the sole responsibility of the applicant.

### **Instructions to Apply for Reimbursement for Rain Gardens**

1. Complete pre-approval application. Applicant will need to provide:
  - a. Completed online or paper application
  - b. Description of the work to be completed
  - c. Photos of project location on the property
  - d. Cost summary and/or contractor's estimate for project
  - e. Contractor's Certificate of Insurance listing the City name as additional insured
  - f. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled by JOCO SMP. This inspection must be complete before any work on the rain garden can begin.
4. After inspection, the pre-approval decision will be determined.
5. Contact JOCO SMP staff for final inspection of rain garden once the work is complete.
6. Submit final receipts and photos, if applicable, to JOCO SMP staff for final approval.
7. Approval decision will be received within five business days of completed final application.
8. Payment of approved projects will be complete in approximately 6-8 weeks.

**All reimbursements are made on a first come, first served basis until funding runs out. Pre-approval of your project does not guarantee reimbursement.**

#### **Contact Information:**

Ian Fannin-Hughes  
Johnson County, Stormwater Management Program (JOCO SMP)  
1800 Old 56 HWY, Olathe KS 66061  
ian.fanninhughes@jocogov.org  
913.715.8365

Item Number: New Business- VIII.-C.  
 Committee Meeting Date: 3/20/2023



**City of Roeland Park**  
 Action Item Summary

Date: 3/17/2023  
 Submitted By: Keith Moody  
 Committee/Department: Admin.  
 Title: **Approve On Call Planning Services Agreement with Confluence**  
 Item Type: Agreement

**Recommendation:**

**Staff recommends putting in place an on-call service agreement for development plan review services with Confluence.**

**Details:**

Confluence has recently administered the comprehensive plan update and assisted with developing Universal Design regulations, Tree Preservation policies and updates to the City's residential design standards. This experience gives them intimate knowledge of the City's development related policies as well as experience working with the Planning Commission and the City Council.

Turn-over in our Building Official and Asst. City Administrator position leaves the administrative staff short-handed and outside assistance with the review of development plans will enable us to provide these services in a professional timely manner. The attached agreement provides for on-call planning services with Confluence if assistance is needed. Lamp Rynearson is not able to provide these services.

**Financial Impact**

Amount of Request: Hourly Fee Schedule is Included in the agreement. Services used as needed.	
Budgeted Item?	Budgeted Amount: \$5,500
Line Item Code/Description: 104-5214 Other Contractual Services	

**Additional Information**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
□ On-Call Planning Services Agreement with Confluence	Cover Memo



**CITY OF ROELAND PARK, KANSAS**  
**ON-CALL DEVELOPMENT REVIEW AND PLANNING SERVICES**  
**PLANNING SERVICES AGREEMENT**

**PROJECT DESCRIPTION**

Planning services will be provided by Confluence (Consultant) to the City of Roeland Park, Kansas, a municipal government in the State of Kansas (City), on an as needed, on-call basis. The following Scope of Services are based on our understanding of the City's needs. Services to be provided by our team are as follows:

**A. SCOPE OF SERVICES**

**ON-CALL PLANNING SERVICES**

Confluence will provide planning services on an hourly basis upon request of the City. Planning services may include:

- Reviewing development proposals/applications (including rezonings, plats, and site plans) for compliance with the City's zoning and subdivision regulations.
- Assisting with the administration of the development review process.
- Responding to development and zoning related questions and inquiries.
- Communicating with development applicants.
- Drafting written staff reports, memos, resolutions, and ordinances.
- Making presentations to the Planning Commission, Board of Zoning Appeals, and City Council. (Meetings may be attended in-person or remotely via video conference call.)
- Assisting with other planning related duties and tasks as may be requested by the City.

It is anticipated that Christopher Shires, AICP, Principal with Confluence, will be the primary contact for the City, providing most of the planning services, with assistance and support being provided by Marshall Allen, AICP, Planner I; Jane Reasoner, AICP, Senior Planner; and Abbey Hebbert, AICP, Planner I. Additional assistance may be provided by other Confluence employees as needed.

Our fee for Development Review will be billed on an hourly basis and tracked for each project application to allow these direct costs to be billed to the applicant.

**B. SCHEDULE**

The Consultant is prepared to provide the professional services described herein immediately upon the City's notice to proceed. It is anticipated these on-call services may more than 1-year.

**C. FEES**

The City will compensate Confluence on an hourly basis according to the following hourly rates:

- |                                       |                   |
|---------------------------------------|-------------------|
| • Christopher Shires, AICP, Principal | \$195.00 per hour |
| • Jane Reasoner, AICP, Senior Planner | \$115.00 per hour |

- Marshall Allen, AICP, Planner I \$100.00 per hour
- Abbey Hebbert, AICP, Planner I \$95.00 per hour

Reimbursable expenses will be included on each monthly invoice as incurred in accordance with “Exhibit A”. The hourly rates and fees for reimbursable expenses as listed herein this agreement shall be good for 1-year following the execution date of this agreement.

A separate not-to-exceed fee or lump sum fee may be negotiated to complete special planning studies or projects.

**D. COMPENSATION**

Service fees and reimbursable expenses will be billed to the City monthly by the Consultant. Payment is due upon receipt of invoice. The City agrees to provide payment to the Consultant within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by the Consultant within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, the Consultant may suspend performance of services on the project until the account is paid.

In the event an invoice is disputed by the City, the City shall inform the Consultant within a reasonable timeframe (within 10 days of City’s receipt of invoice), and both parties agree to meet with each other in a timely manner (within 10 days of the Consultant’s receipt of dispute notice) to further clarify the nature of the dispute in an effort to resolve it while minimizing impacts to the performance of the services outlined herein. In the event the dispute remains unresolved, the Consultant, at its discretion, may suspend performance of services on the project until the account is paid.

**E. TERMINATION**

The Consultant or the City may terminate this Agreement at any time by written notice. If the Agreement is terminated by either the Consultant or the City, the City will pay the Consultant for service provided and expenses incurred by the Consultant up to the time notice is either sent by the Consultant or received by the Consultant.

**F. MISCELLANEOUS**

The City shall furnish data, documents, and other information necessary to complete the outlined services. The City shall furnish all meeting space and provide public notice as may be required. The City’s legal counsel will provide any necessary legal opinion and advise the City as to matters of legality and enforceability.

**G. LIMITATION OF LIABILITY**

The total cumulative liability of the Consultant, its agents, servants, employees, and sub-consultants to the City with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including, but not limited to, negligence) or

otherwise shall be limited to the Consultant's professional liability insurance coverage limits in place at the time of performance of the services outlined herein. The Consultant shall not be liable to the City for special or consequential losses or damages including, but not limited to, loss of use. The Consultant shall not be liable to the City for losses, damages, or claims for which the City fails to give notice to the Consultant within reasonable time, not to exceed ninety (90) days from discovery.

**H. WITNESS FEES**

The Consultant's employees shall not be retained as expert witnesses except by separate, written agreement. City agrees to pay the Consultant's legal expenses, administrative costs and fees pursuant to the Consultant's then current fee schedule for the Consultant to respond to any subpoena.

**I. APPROVAL AND ACCEPTANCE**

Upon review of the foregoing terms, this proposal for services is approved and accepted by the City of Roeland Park, Kansas, (City) and Confluence (Consultant) as confirmed by the signatures below.

**Offered by:**

Confluence, Inc.  
525 17<sup>th</sup> Street  
Des Moines, IA 50309

**Accepted by:**

City of Roeland Park, Kansas  
2620 N 155<sup>th</sup> Street  
Roeland Park, KS 66007



\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name: Christopher Shires, AICP

Name: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

Date: March 12, 2023

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

**EXHIBIT 'A'**

STANDARD HOURLY RATES

Senior Principal .....	\$175.00 - \$255.00 per hour
Principal .....	\$160.00 - \$220.00 per hour
Associate Principal .....	\$140.00 - \$190.00 per hour
Associate .....	\$115.00 - \$175.00 per hour
Senior Project Manager.....	\$105.00 - \$155.00 per hour
Project Manager.....	\$95.00 - \$135.00 per hour
Senior Landscape Architect .....	\$95.00 - \$175.00 per hour
Landscape Architect .....	\$85.00 - \$125.00 per hour
Senior Project Planner.....	\$95.00 - \$135.00 per hour
Planner II .....	\$85.00 - \$125.00 per hour
Planner I.....	\$75.00 - \$115.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$115.00 per hour
Landscape Architect Intern / Landscape Designer.....	\$65.00 - \$90.00 per hour
Draftsperson .....	\$55.00 - \$90.00 per hour
Graphic Designer .....	\$75.00 - \$105.00 per hour
Clerical / System Staff .....	\$75.00 - \$125.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool .....	\$1,500.00
Filing Fees .....	1.15 x cost
Materials and Supplies .....	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage .....	\$.655 per mile
Postage .....	1.15 x cost
Printing by Vendor .....	1.15 x cost
B/W Photocopies/Prints 8½ x 11 .....	\$0.10 each
B/W Photocopies/Prints 11x17.....	\$0.20 each
Color Photocopies/Prints 8½ x 11 .....	\$0.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting - Bond .....	\$2.50/SF
Large Format Plotting - Mylar .....	\$4.50/SF
Large Format Plotting - Photo .....	\$5.00/SF
Flash Drives .....	\$10.00 each
Booklet Binding (cover, coil, back).....	\$4.50 each
Foam Core .....	\$8.00 each
Easel Pads .....	\$32.75 each
Electronic Files .....	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

*Effective 1/1/2023*

**Item Number:** New Business- VIII.-D.  
**Committee** 3/20/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 3/17/2023  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Approve On Call Building Inspection Services Agreement with IBTS**  
**Item Type:** Agreement

**Recommendation:**

**Staff recommends putting in place an on-call service agreement for building inspection services with IBTS.**

**Details:**

IBTS specializes in providing local governments with on call building inspection and building plan review services. They commonly help small communities during periods where they are without a building official. Fairway and Mission have both used IBTS on an interim basis recently. The firm is familiar with our building codes and our community. The link below takes you to their website: <https://www.ibts.org/what-we-do/building-services/>

Turn-over in our Building Official position leaves the administrative staff short-handed and outside assistance with the review of building permit applications and related inspections will enable us to provide these services in a professional timely manner. The attached agreement provides for on-call building permit related services with IBTS if assistance is needed. Confluence and Lamp Rynearson are not able to provide these services.

**Financial Impact**

Amount of Request: Hourly Fee Schedule is Included in the agreement. Services used as needed.	
Budgeted Item?	Budgeted Amount: \$5,500
Line Item Code/Description: 104-5214 Other Contractual Services	

**Additional Information**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

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□ Building Inspection Service Agreement with IBTS	Cover Memo