

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall, 4600 W 51st Street**  
**May 15, 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
- Micah Rehmert, 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 #1020

B. City Council Meeting Minutes May 1, 2023

**III. Business From the Floor**

**A. Applications / Presentations**

1. Presentation by Historian

**IV. Mayor's Report**

- A. Police Week Proclamation – May 14-20
- B. Public Works Week Proclamation – May 21-27 “Connecting the World Through Public Works”
- C. National Gun Violence Awareness Day Proclamation - Moms Demand Action
- D. National Gun Violence Awareness Day Proclamation - Grandparents for Gun Safety & League of Women Voters of Johnson County

**V. Workshop and Committee Reports**

**VI. Reports of City Liaisons**

**VII. Unfinished Business**

- A. Amendment to Land Purchase Agreement with EPC (10 min)
- B. Approve Gateway Art Agreement with Nathan Pierce (5 min)

**VIII. New Business**

- A. Approve Facility Use Agreement with Johnson County Community College (10 min)
- B. Approve Patrol Car Purchase Changes (10 min)

**IX. Ordinances and Resolutions:**

- A. Resolution 702 to Approve 2024 to 2028 CARS Program

**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** 5/15/2023  
**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=VWNXbjNkejlVb0JBaStWMDF5WXpoZz09>**

**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>**

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

**Financial Impact**

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

**Additional Information**

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/2/2023 - 9:09 AM

## Goals/Objectives & Terms

Item Number: Consent Agenda- II.-A.  
Committee 5/15/2023  
Meeting Date:



## City of Roeland Park

### Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Appropriations Ordinance #1020**  
Item Type:

### Recommendation:

### Details:

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

#### What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

#### Financial Impact

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

## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/11/2023 - 1:28 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Appropriations Ordinance #1020	Cover Memo

# Appropriation Ordinance - 5/15/2023 - #1020

*4600 West Fifty-First Street*

*Roeland Park, Kansas 66205*

*City Hall (913) 722-2600 – Fax (913) 722-3713*

Thursday, May 11, 2023

## Appropriation Ordinance - 5/15/2023 - #1020

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 May 15, 2023.

Attest:

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City Clerk

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Mayor

**Total Appropriation Ordinance**

**\$**

**261,890.33**

# Appropriation Ordinance - 5/15/2023 - #1020

						Check / EFT		
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
A-1 Sewer & Septic Service	300	5470.300	Park Maint/Infrastructure	343484	05/03/23	284.67	74932	284.67
Aid Animal Hospital	109	5316.109	K9 Expenses	449325	05/10/23	88.80	74976	88.80
All City Management Services, Inc.	102	5214.102	Other Contracted Services	85145	05/10/23	439.38	74977	439.38
AT&T	101	5202.101	Telephone	3241 4/21/23	05/03/23	297.39	74933	297.39
Balls Food Stores	101	5237.101	Community Events	46735	05/03/23	192.47	74934	192.47
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761473404	05/03/23	2,135.66	74935	3,444.66
Black & McDonald	101	5222.101	Traffic Signal Expense	761473404	05/03/23	1,309.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1078864	05/10/23	45.00	74978	4,165.30
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1078900	05/10/23	440.95		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1078927	05/10/23	3,259.35		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1079098	05/10/23	140.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1079138	05/10/23	140.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1079148	05/10/23	140.00		
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1077136	05/03/23	45.00	74936	81.00
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1077431	05/03/23	36.00		
C & C Group	101	5210.101	Maintenance & Repair Building	56511	05/03/23	551.00	74937	551.00
C&G - Justrite Stamps	101	5301.101	Office Supplies	144672	05/10/23	29.00	74979	29.00
Civic Plus	101	5305.101	Dues, Subscriptions, & Books	260544	05/03/23	589.05	74938	589.05
Coleman Equipment Inc.	300	5470.300	Park Maint/Infrastructure	10033109	05/03/23	193.80	74939	193.80
Columbia Capital Management, LL	101	5209.101	Professional Services	23430002	05/03/23	6,155.18	74940	6,155.18
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	1014681194	05/03/23	162.00	74941	162.00
Corporate Health - Medical Pavilio	106	5207.106	Medical Expense & Drug Testing	31946100	05/03/23	20.00	74942	20.00
Dormakaba USA Inc.	101	5210.101	Maintenance & Repair Building	694900	05/10/23	3,320.35	74980	3,320.35
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	5012312052	05/03/23	160.96	74943	225.36
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	5012312052A	05/03/23	64.40		
Electronic Contracting Company	101	5210.101	Maintenance & Repair Building	42209	05/03/23	330.00	74944	330.00
Electronic Contracting Company	101	5210.101	Maintenance & Repair Building	42605	05/10/23	324.64	74981	324.64
Every Energy Solutions, Inc.	101	5214.101	Other Contracted Services	MS007517	05/03/23	996.80	74945	2,076.67
Every Energy Solutions, Inc.	220	5214.220	Other Contracted Services	MS007517	05/03/23	456.87		
Every Energy Solutions, Inc.	290	5214.290	Other Contracted Services	MS007517	05/03/23	623.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	24133243	05/10/23	36.67	74982	1,106.11
Galls, LLC	102	5308.102	Clothing & Uniforms	24226661	05/10/23	90.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	24254017	05/10/23	407.50		
Galls, LLC	102	5308.102	Clothing & Uniforms	24276850	05/10/23	266.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	24303081	05/10/23	305.94		
Gather Media and Communication	101	5209.101	Professional Services	1004	05/03/23	1,550.00	74946	1,550.00
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0001151587	05/10/23	45,742.50	74983	45,742.50
Frank Gilman	103	5109.103	Salaries - Prosecutor	Recurring Check	05/01/23	1,190.00	74929	1,190.00



Grass Pad Inc.	290	5262.290	Grounds Maintenance	542000	05/03/23	41.90	74947	41.90
Hometown Lawn, LLC	106	5214.106	Other Contracted Services	487	05/03/23	2,035.00	74948	4,070.00
Hometown Lawn, LLC	106	5214.106	Other Contracted Services	553	05/03/23	2,035.00		
Cory Honas	109	5316.109	K9 Expenses	5/4/23 Exp	05/10/23	77.80	74984	77.80
Johnson County Wastewater	101	5288.101	Waste Water	4/27/23 Multi	05/10/23	42.25	74985	343.48
Johnson County Wastewater	106	5288.106	Waste Water	4/27/23 Multi	05/10/23	75.54		
Johnson County Wastewater	220	5288.220	Waste Water	4/27/23 Multi	05/10/23	94.27		
Johnson County Wastewater	290	5288.290	Waste Water	4/27/23 Multi	05/10/23	131.42		
Johnson County Park & Recreation	290	5201.290	Electric	5/3/23 Ck Req	05/03/23	981.78	74949	3,713.16
Johnson County Park & Recreation	290	5287.290	Water	5/3/23 Ck Req	05/03/23	96.68		
Johnson County Park & Recreation	290	5288.290	Waste Water	5/3/23 Ck Req	05/03/23	24.06		
Johnson County Park & Recreation Dist.	9999		Undistributed	5/3/23 Ck Req	05/03/23	2,610.64		
Jennifer Jones-Lacy	101	5254.101	Miscellaneous Charges	5/10/23 Ck Req	05/10/23	833.96	74986	833.96
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 4/25/23	05/03/23	35.20	74950	35.20
Kansas Gas Service	220	5289.220	Natural Gas	5/24/23	05/10/23	81.54	74987	81.54
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	3040453	05/10/23	176.40	74988	176.40
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	05/01/23	200.00	74930	200.00
Lexington Plumbing & Heating Co.	220	5214.220	Other Contracted Services	140170	05/03/23	3,029.50	74951	3,029.50
Logan Contractors Supply, Inc	106	5421.106	Street Maintenance	R32276	05/03/23	2,700.00	74952	2,700.00
Lowe's Business Acct./GEMB	101	5201.101	Electric	1760 5/13/23	05/05/23	23.74	32838	299.90
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 5/13/23	05/05/23	36.99		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 5/13/23	05/05/23	87.28		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 5/13/23	05/05/23	17.06		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 5/13/23	05/05/23	77.85		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 5/13/23	05/05/23	5.92		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 5/13/23	05/05/23	51.06		
Tom Madigan	108	5206.108	Travel Expense & Training	5/8/23 Costco	05/10/23	900.00	74989	900.00
Manning NavComp, Inc.	106	5214.106	Other Contracted Services	47066	05/10/23	34.95	74990	34.95
Mauer Law Firm PC	101	4530.101	Reimbursed Expense	4/26/23	05/03/23	1,848.00	74953	9,786.00
Mauer Law Firm PC	101	5215.101	City Attorney	4/26/23	05/03/23	7,749.00		
Mauer Law Firm PC	101	5215.101	City Attorney	4/26/23	05/03/23	189.00		
McAnany Construction, Inc.	300	5469.300	Stormwater Maintenance	4231	05/03/23	14,999.00	74954	14,999.00
Moss Printing	101	5256.101	Committee Funds	16743	05/03/23	35.60	74955	209.60
Moss Printing	101	5301.101	Office Supplies	16704	05/03/23	174.00		
T2 Holdings, LLC	102	5214.102	Other Contracted Services	1156169	05/03/23	26.77	74956	53.54
T2 Holdings, LLC	105	5214.105	Other Contracted Services	1156169	05/03/23	26.77		
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 4/20/23	05/03/23	201.00	74957	201.00
Pur-O-Zone, Inc.	290	5304.290	Janitorial Supplies	873014	05/10/23	503.21	74991	503.21
Rejis Commission	102	5214.102	Other Contracted Services	506418	05/10/23	238.88	74992	238.88
Natasha Rickel	106	5319.106	Rain Barrel Reimbursement	4/18/23 CTR	05/03/23	58.29	74958	58.29
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	6717	05/03/23	220.00	74959	220.00
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5895	05/10/23	7,187.50	74993	28,750.00
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5896	05/10/23	7,187.50		
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5897	05/10/23	7,187.50		

Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5898	05/10/23	7,187.50		
Laura Savidge	101	5256.101	Committee Funds	11/10-5/8/23 Exp	05/10/23	32.92	74994	759.25
Laura Savidge	101	5256.101	Committee Funds	11/10-5/8/23 Exp	05/10/23	36.00		
Laura Savidge	300	5470.300	Park Maint/Infrastructure	11/10-5/8/23 Exp	05/10/23	395.78		
Laura Savidge	300	5470.300	Park Maint/Infrastructure	11/10-5/8/23 Exp	05/10/23	294.55		
SFS Architecture	360	5442.360	Building Improvement	15310	05/10/23	75,514.17	74995	81,329.17
SFS Architecture	300	5476.300	Community Center Improvement	15312	05/10/23	5,815.00		
Staples	101	5256.101	Committee Funds	8070002712	05/03/23	222.41	74960	285.38
Staples	101	5301.101	Office Supplies	8069928283	05/03/23	55.19		
Staples	101	5304.101	Janitorial Supplies	8069928283	05/03/23	7.78		
Staples	101	5256.101	Committee Funds	8070076619	05/10/23	(77.91)	74996	25.52
Staples	101	5301.101	Office Supplies	8070076619	05/10/23	85.47		
Staples	101	5304.101	Janitorial Supplies	8070076619	05/10/23	17.96		
Terminix Processing Center	106	5214.106	Other Contracted Services	432627090	05/10/23	76.00	74997	76.00
Karen Torline	103	5108.103	Salaries - Judge	Recurring Check	05/01/23	1,445.00	74931	1,445.00
Town & Country Building Services	101	5214.101	Other Contracted Services	154954	05/03/23	687.69	74961	687.69
Tyler Technologies, Inc.	103	5266.103	Computer Software	25420220	05/03/23	1,080.00	74962	1,080.00
US BANK	101	5203.101	Printing & Advertising	Nielsen 5/5/23	05/05/23	504.00	32837	3,083.31
US BANK	101	5203.101	Printing & Advertising	Nielsen 5/5/23	05/05/23	528.00		
US BANK	101	5203.101	Printing & Advertising	Nielsen 5/5/23	05/05/23	504.00		
US BANK	101	5205.101	Postage & Mailing Permits	Nielsen 5/5/23	05/05/23	19.61		
US BANK	103	5206.103	Travel Expense & Training	Nielsen 5/5/23	05/05/23	518.47		
US BANK	105	5206.105	Travel Expense & Training	Moody 5/5/23	05/05/23	25.00		
US BANK	101	5210.101	Maintenance & Repair Building	Nielsen 5/5/23	05/05/23	19.69		
US BANK	102	5214.102	Other Contracted Services	Morris 5/5/23	05/05/23	19.99		
US BANK	106	5214.106	Other Contracted Services	Scharff 5/5/23	05/05/23	769.00		
US BANK	101	5237.101	Community Events	Marshall 5/5/23	05/05/23	65.00		
US BANK	101	5237.101	Community Events	Marshall 5/5/23	05/05/23	25.00		
US BANK	110	5262.110	Grounds Maintenance	Marshall 5/5/23	05/05/23	75.23		
US BANK	101	5267.101	Employee Related Expenses	Moody 5/5/23	05/05/23	80.95		
US BANK	101	5301.101	Office Supplies	Nielsen 5/5/23	05/05/23	15.48		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Moody 5/5/23	05/05/23	236.00		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Nielsen 5/5/23	05/05/23	175.89		
US BANK		9999	Undistributed	Marshall 5/5/23	05/05/23	(498.00)		
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	581923	05/03/23	1,974.86	74963	2,056.58
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	581923	05/03/23	81.72		
Validity Screening Solutions	105	5207.105	Medical Expense & Drug Testing	230912	05/03/23	34.00	74964	68.00
Validity Screening Solutions	106	5207.106	Medical Expense & Drug Testing	230912	05/03/23	34.00		
Verizon Wireless	102	5202.102	Telephone	9933247424	05/03/23	321.70	74965	441.73
Verizon Wireless	104	5202.104	Telephone	9933247424	05/03/23	80.02		
Verizon Wireless	106	5202.106	Telephone	9933247425	05/03/23	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	76067	05/03/23	29.16	74966	29.16
Water District No 1 of Johnson Co	101	5287.101	Water	4/24/23 Multi	05/03/23	61.36	74967	579.43
Water District No 1 of Johnson Co	106	5287.106	Water	4/24/23 Multi	05/03/23	292.42		

Water District No 1 of Johnson Co	220	5287.220	Water	4/24/23 Multi	05/03/23	110.46		
Water District No 1 of Johnson Co	290	5287.290	Water	4/24/23 Multi	05/03/23	115.19		
Janna Wilhaus	106	5319.106	Rain Barrel Reimbursement	4/6/23 CTR	05/03/23	150.00	74968	150.00
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	65443	05/10/23	116.10	74998	116.10
Evergy	106	5201.106	Electric	5/1/23 Multi	05/01/23	18.14	EFT	18.14
Evergy	220	5201.220	Electric	5/1/23 Multi	05/01/23	401.42	EFT	401.42
Evergy	290	5201.290	Electric	5/1/23 Multi	05/01/23	167.43	EFT	167.43
Evergy	101	5222.101	Traffic Signal Expense	5/1/23 Multi	05/01/23	5,497.41	EFT	5,497.41
Evergy	106	5290.106	Street Light Electric	5/1/23 Multi	05/01/23	1,768.41	EFT	1,768.41
KPERS	101	2040.101	KPERS Accrued Employee	4/27/23 PR	05/05/23	5,375.39	EFT	5,375.39
KP&F	101	2045.101	KP&F Employee Withholding Payab	4/27/23 PR	05/05/23	2,168.35	EFT	2,168.35
KP&F	101	2045.101	KP&F Employee Withholding Payab	4/27/23 PR	05/05/23	6,932.67	EFT	6,932.67
Open Edge	101	5214.101	Other Contracted Services	4/30/23 Fees	04/30/23	996.35	EFT	996.35
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 5/5/23	05/05/23	2,235.80	EFT	2,235.80
						\$	261,890.33	

Item Number: Consent Agenda- II.-B.  
Committee 5/15/2023  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: City Council Meeting Minutes May 1, 2023

Item Type:

### Recommendation:

### Details:

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

#### What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

#### Financial Impact

Amount of Request:
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Budgeted Item?
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Budgeted Amount:
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Line Item Code/Description:
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## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/11/2023 - 5:05 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▫ City Council Meeting Minutes May 1, 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, May 1, 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>○ Tom Madigan, Council Member</li><li>○ Castagna-Herrera, Council Member</li><li>○ Michael Rebne, Council Member</li><li>○ Kate Raglow, Council Member</li></ul> | <ul style="list-style-type: none"><li>○ Keith Moody, City Administrator</li><li>○ Micah Rehmert, Asst. City Administrator</li><li>○ Kelley Nielsen, City Clerk</li><li>○ John Morris, Police Chief</li><li>○ Donnie Scharff, Public Works Director</li></ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Admin**  
Dickens  
Rebne

**Finance**  
Hill  
Castagna-Herrera

**Safety**  
Madigan  
Brauer

**Public Works**  
Faidley  
Raglow

(Roeland Park Council Meeting Called to Order at 6:08 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. All Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Finance Director/Asst. City Administrator Rehmert, Public Works Director Scharff, Police Sgt. Honas, and City Clerk Nielsen.

### **Modification of Agenda**

CMBR Faidley requested to remove the hiring of a historical consultant from the agenda because the item has not gone through Workshop, and they have not met with Ms. Jacobson.

Mayor Poppa said that many items appear on New Business that have not been through Workshop, and it can be discussed at that time whether or not to take a vote. He noted that they have been working on this item for a year and is a unanimous recommendation by the Ad Hoc Historical Committee.

CMBR Raglow said she would like to keep this on the agenda for discussion.

CMBR Castagna-Herrera said this is an important position for the Historical Committee. She also said it would be good for Ms. Jacobson to present her ideas to the group as there has been some tension surrounding the items the committee is working on.

CMBR Madigan stated that, as a committee, they stumbled and have recognized that they need to reach out to the Indigenous Native Americans. He said that they all wanted a historian and they had found one and would like to vote on it now so she can get to work. He said this is very close to him as this was a goal of his and also of CMBR Fast.

CMBR Faidley stated she has no issue discussing the position. She does have questions for the contractor regarding her approach and would like a clear idea as to how she will handle things. Ms. Jacobson is the only one who is able to answer those questions. She added that following her presentation at the Historical Committee meeting no public comments were permitted.

CMBR Raglow said Ms. Jacobson had put together a comprehensive presentation and CMBR Castagna-Herrera, CMBR Faidley, and CMBR Madigan heard that presentation. Also, Ms. Jacobson is not the only person the committee spoke with during this long process, but is their recommendation.

CMBR Rebne said he would support moving this to Workshop for discussion. He said they are taking a risk of alienating the community when they do not allow public comment. He, too, would like to hear Ms. Jacobson's view and it would also give them an opportunity to provide more input in the direction she could take.

**MOTION:** CMBR REBNE MOVED AND CMBR CASTAGNA-HERRERA SECONDED TO REMOVE NEW BUSINESS ITEM A. ENGAGE HISTORIAN FOR HISTORY PROJECTS FROM THE AGENDA. (MOTION FAILED 4-5 WITH CMBRS HILL, MADIGAN, BRAUER, AND RAGLOW VOTING NO AND MAYOR POPPA ALSO VOTING NO TO BREAK THE TIE.)

#### **Public Hearing for CDBG Project Application - El Monte to Delmar Sidewalk Extension**

Public Works Director Scharff said this item is for the proposed 2024 sidewalk extension between El Monte and Delmar that will provide a direct connection to Roesland Elementary. They are requesting the \$200,000 maximum from CDBG funds for the project.

*There were no public comments.*

Mayor Poppa closed the public hearing.

There was majority consensus to move forward with the project application.

#### **I. PUBLIC COMMENTS**

*No public comments were made.*

#### **II. Consent Agenda**

- A. Appropriations Ordinance #1019**
- B. Council Meeting Minutes April 17, 2023**

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

#### **III. Business from the Floor**

- A. Presentations from Habitat for Humanity**

Mayor Poppa and City Clerk Nielsen spoke with Lindsay Hicks from Habitat for Humanity, who is continuing to compile the scope of work but did not have an update yet. Mayor Poppa said this is a pilot project providing \$100,000 of ARPA funds to Roeland Park. Homeowners can apply for critical



home repair needs or down payment assistance. Since March 10<sup>th</sup> when the program opened, there have been 52 applications, 50 for critical home repair and two for down payment assistance. He said there has been a lot of interest in the program and the applications are being vetted.

CMBR Rebne asked if they would have a chance to look at the applications. Mayor Poppa said the Governing Body does not approve the applications. City Attorney Mauer said they are not public documents and would not be reviewed by the Governing Body.

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

##### **A. Asian American and Pacific Islander Heritage Month Proclamation**

Mayor Poppa read the Roeland Park Stands Against Anti-Asian Discrimination Proclamation into the record.

##### **B. Municipal Clerks Week Proclamation - April 30-May 6**

Mayor Poppa read the proclamation into the record designating April 30 through May 6 as Municipal Clerks Week in Roeland Park. He said they consider Kelley Nielsen, the best City Clerk around. She is the professional link between the Governing Body, residents, and staff and is not sure how they would function without her. He thanked her for all that she does and expressed his appreciation for her dedication to the City.

##### **C. Bike Month Proclamation**

Mayor Poppa recognized May 2023 as Bike Month in the City of Roeland Park.

##### **D. Educator Appreciation Week Proclamation - May 8-12**

Mayor Poppa read the Educator Appreciation Week Proclamation for May 8 through 12, 2023, into the record. He also thanked CMBRS Hill, Rebne, and Faidley as educators for their dedication.

##### **E. Small Business Month Proclamation**

Mayor Poppa also read the proclamation declaring May 2023 Small Business Month in Roeland Park. He also noted that today was the launch of Project RISE, which is designed to support and be a resource for small businesses in their community.

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

##### **A. MARC - First Tier Suburbs (Jan Faidley)**

CMBR Faidley's report is attached to the agenda packet. She said that Frank Lenk from MARC gave an enlightening presentation on the gap in affordable housing in the area. He will also make a presentation to the Governing Body at their first meeting in June.

Also, the KCHousingLocator is open for property owners to enroll properties for rent. They will launch that tool with various search parameters in the KC metro area.

##### **B. Racial Equity Committee**

Haile Sims, Chair of the Racial Equity Committee reviewed some of the upcoming activities and ways to get involved. He encouraged everyone in the community to get out and enjoy the many diverse activities the community has to offer. He would like them to be able to meet up and travel together to different events such as Cinco de Mayo and Juneteenth. He said they also have events planned for August, September, and October and wants the community to join them.

The committee also wants to increase their visibility and attract more members so they will advertise more of what they are doing and also put information in the *Roeland Parker*.

And finally, the committee has decided to begin having in-person meetings and said he is excited to meet everyone in person. They will continue to meet in a hybrid fashion if necessary.

### **C. Sustainability Committee**

Megan Reavis, Chair of the Sustainability Committee, thanked everyone who participated in the Roe Boulevard clean-up on Earth Day. She said there were about 20 people who came out and in two hours they collected 27 bags of trash. She said it was a good turnout and they hope to do another one.

The committee had a presentation from Dan Cool of the KC Compost Collective and now they are looking for the best ways to provide that resource to the residents.

They also want to make sure that the people are educated about sustainability and will be submitting an article for the City newsletter each quarter.

CMBR Faidley noted an article in the *Shawnee Mission Post* regarding plastic recycling and asked if there would be any interest in a town hall for a discussion on plastic and changes with the carriers. City Administrator Moody said he has not heard about any changes of what is collected by their hauler GFL.

CMBR Rebne wanted to point out that the bike maintenance station at Granada Park is broken and wanted to know who was responsible for repairing that. Ms. Reavis said that came up in their last meeting and she would double check, but believed it was being repaired.

## **VI. Unfinished Business**

*There was no Unfinished Business discussed.*

## **VII. New Business**

### **A. Engage Historian for History Projects**

The Historical Committee has recommended that Anna Jacobson serve as the contractor for historical services on two Governing Body objectives: the Historical Sign Project and the “Roeling Through the Years History Book.” CMBR Hill noted a zero was missing in the final impact portion of the report.

CMBR Rebne said Ms. Jacobson’s résumé reflected impressive work with different communities and he found that encouraging. He does have a concern about whether it is important to engage a historian to meet with the community who has not been a part of the history they want to reflect and showing

how they have gotten to where they are. He also felt that interviews with solitary individuals will not give them a wide enough perspective.

CMBR Raglow said they want to approach all groups and have all the conversations. Ms. Jacobson will utilize her own resources, as well as look for new resources to ensure they have a comprehensive dialogue. They do not want to intentionally or inadvertently leave out any individuals.

CMBR Castagna-Herrera said the committee is looking at writing their history through a racial equity lens and has an issue when a person who is not of color claims to be able to write or speak for other people of color. She also added that Ms. Jacobson does have experience dealing with various groups and seems like a thorough person. She said that Ms. Jacobson will need interaction with the Governing Body and the committee and not just turn her out on her own. She added that it is also important to include the Racial Equity Committee in this process.

CMBR Raglow said this would be Ms. Jacobson's project, but her professor does have oversight, and they are open to support, and she will not be on her own. She added that Ms. Jacobson does have the experience they are looking for, especially in relationship building.

CMBR Hill appreciates the work the committee has done to select someone and is excited to have someone so qualified.

Mayor Poppa said by Ms. Jacobson entering into this contract, she will be working for them.

CMBR Dickens said he is very impressed with her résumé and has no issues. He said he did not know what the rate is to hire a historian but \$36,000 seemed like a lot. City Administrator Moody said an hourly rate of \$50 is reasonable for the amount of time she has projected for the deposit as well as the scope of services is a substantial undertaking.

CMBR Brauer asked what could make that figure change. City Administrator Moody said any changes would come back before the Council. As they do work through the process, thoughts or items not necessarily contemplated at first may result in additional steps or services.

CMBR Faidley noted the new increased fee proposal since it was first put together for the review of "Roeling Through the Years." She also said that she feels like their greatest sin was not having the right people in the room when addressing the different communities, and would like Ms. Jacobson to address her process with the tribes. Following her presentation to the Historical Committee, she wanted to ask what she has learned and what her plan is for engaging the tribes as it is important to include other minorities in relation to their history.

CMBR Madigan said the scope of "Roeling Through the Years" has changed from when it started, beginning with the Roe family and why their city is named after them. When they got into their history, they found out other things. He said he takes offense that they sinned, but more that they stumbled and got ahead of themselves. He said the Historical Committee has always had the best intentions and that City Administrator Moody has worked hard to find a historian to be willing to undertake this project.

CMBR Castagna-Herrera knows that they want to do the right thing. She said that when they are dealing with the issue of race, people need to see them taking the time to work through all of the

steps. She said it will all be fine, but that they have to be thoughtful and sometimes they have to take a couple of extra steps.

CMBR Hill expressed concern that they were breaking protocol by delaying the recommendation for further examination. City Administrator Moody said it is not the Governing Body's usual practice and normally recommendations are accepted, but it is within the Governing Body's purview to request a presentation and further inquiry.

CMBR Castagna-Herrera asked if the fee includes people that would be paid for their interviews. City Administrator Moody said the price covers the cost of collecting the stories.

CMBR Rebne said he is encouraged by the conversation and the hiring of Ms. Jacobson and would support her and the project she is taking on. He said this has been on the mind of the Historical Committee for a long time and a lot of hard work has gone into this, so he wants to make sure they include all peoples. He added that he has a little lack of trust in the process, and it is difficult to support a story that does not make them feel good. He does want to believe that the Historical Committee is ready to move forward with a different vision if that is what this historian uncovers.

CMBR Madigan noted that all signs will be approved by the Council and the committee has fully discussed they want to encompass all these things and looking for changes that need to be made. As an aside, he said that Indigenous people do not feel like tribes but refer themselves as nations or just Indigenous people. He added that they are learning every day how to address these things.

Mayor Poppa said he is not concerned with Ms. Jacobson's work but the work product itself.

CMBR Rebne said it is more about what they do with the information they get.

CMBR Raglow said the Kansas City Indian Center is open and receptive to information and working with the Historical Committee on what is considered offensive and will work with them on that. Ms. Jacobson will put this in a report for the Historical Committee who will provide it to the Council. She added that nothing happens without Council review and approval.

CMBR Castagna-Herrera said she understands distrust and that it is probably where this feeling is coming from in not knowing what's is coming up.

Mayor Poppa added that he understands that they need these different discussions.

CMBR Faidley said she has spoken with Native Americans living in Roeland Park and did not know that "tribe" or "tribal" was offensive. She said that she has gotten her education from talking to them and learning how they look at things. She said they need to ask the question of if they are involving the right people and doing the right thing.

CMBR Madigan said if too many people from the Council are on the ad hoc committee, then the Council would take it over. He said that every one of them is involved. He also asked if they would send in their questions for Ms. Jacobson in advance so she can be prepared or whether it would be open questioning.

CMBR Hill recommended sending questions in ahead of time.

**MOTION:** CMBR DICKENS MOVED AND CMBR FAIDLEY SECONDED TO AMEND THE MOTION THAT MS. JACOBSON WOULD BE PRESENT AT THE NEXT COUNCIL MEETING SHE IS AVAILABLE. (NO VOTE WAS TAKEN.)

City Attorney Mauer clarified that Ms. Jacobson would be hired and she would attend their next meeting, but that her hiring was not contingent on her attendance at the next meeting.

City Administrator Moody said to email questions to him and he will forward them to Ms. Jacobson.

**MOTION:** CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO ENGAGE ANNA JACOBSON FOR HISTORIAN SERVICES IN SUPPORT OF THE HISTORICAL MARKERS AND ROELING THROUGH THE YEARS HISTORY BOOK OBJECTIVES. (MOTION WITHDRAWN.)

CMBR Faidley said she had concerns that had to do with getting questions answered prior to approving her hiring. She said she can't support the motion without getting her questions answered first.

**MOTION:** CMBR MADIGAN MOVED AND CMBR RAGLOW SECONDED TO ENGAGE ANNA JACOBSON FOR HISTORIAN SERVICES IN SUPPORT OF THE HISTORICAL MARKERS AND ROELING THROUGH THE YEARS HISTORY BOOK OBJECTIVES, WITH A REQUEST FOR MS. JACOBSON TO APPEAR BEFORE THE GOVERNING BODY AT THE NEXT COUNCIL MEETING. (MOTION CARRIED 7-1 WITH CMBR FAIDLEY VOTING NO.)

## **VIII. Ordinances and Resolutions**

*There were no ordinances or resolutions presented.*

## **IX. Reports of City Officials**

### **A. 1<sup>st</sup> Quarter 2023 Financial Report**

City Administrator Moody said financial revenues have been positive with an increase in property and sales tax revenues. He said that inflation has been a substantial contributor largely due to sales taxes. Franchise fees are on budget, but court fines remain a little behind projections. Mr. Moody also reviewed the expenses and other revenues that are detailed in the report. He also noted that their investments are at \$9.6 million and the yield to maturity is up substantially over 4 percent due to interest rates rising. Detailed figures are in the agenda packet.

## **Adjourn:**

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

(Roeland Park City Council Meeting Adjourned at 7:35 p.m.)

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Kelley Nielsen, City Clerk

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Michael Poppa, Mayor

**Item Number:** Applications/Presentations- A.-1.  
**Committee** 5/15/2023  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

**Date:** 4/27/2023  
**Submitted By:** Keith Moody  
**Committee/Department:** Historical Committee  
**Title:** **Presentation by Historian**  
**Item Type:** Other

### **Recommendation:**

**Presentation by Anna to be added Monday, May 11. Questions received by Council have been shared with Anna and she will address those questions are part of her presentation.**

**The Historical Committee recommends engaging Anna Jacobson for Historian Services in support of their two objectives (historical markers and update to Roeling Through the Years history book).**

### **Details:**

At the 5/1/23 Council meeting council approved working with Anna Jacobson on our two historical projects but wanted the opportunity to meet her and ask questions concerning her approach. Anna will be in attendance.

#### **For the 5/1/23 Meeting:**

Council has provided direction previously to employ a historian to administer engagement efforts as part of two previously adopted objectives (in the Additional Information Section below). Staff has contacted numerous leads for historian services provided by historical agencies and educational institutions. Anna Jacobson is a referral from the Kansas Studies Institute of Johnson County Community College. Anna's resume is attached. She has experience engaging underrepresented groups on history projects making her a good fit for this effort.

The service proposal attached reflects a not to exceed cost of \$36,000 which is based upon a \$50/hr rate. This is a very reasonable hourly rate. Direction to engage a historian came after adoption of the 2023 budget and therefor funding is not reflected in the adopted 2023 budget. Funding will be reflected in the 2023

Projected (Amended) Budget.

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

**Financial Impact**

Amount of Request: \$36,00	
Budgeted Item?	Budgeted Amount: \$36,000 will be added to the 2023 Projected Budget
Line Item Code/Description: 5209-360 Professional Services	

**Additional Information**

2019 Objective:

## Design and Development of Four to Five Historical Markers/Interpretive Signage

**Justification:** Historical signage is used to interpret, promote, and protect historic and cultural resources of the city. The signs will be created to tell the story of Roeland Park and engaging residents and visitors in walking through time of Roeland Park. The signs will be a tool to protect and pass down the history of the Roeland

**Park. Possible locations – City Hall, Nall Park, R Park, Site of the Roe Family Home and Strang Line Street Car stop by Roesland Elementary.**

**City of Lenexa and City of Overland Park both have historic signs as a component of their trails and parks.**

**The Johnson County History Museum can serve as a resource to access historical information for the project.**

<https://shawneemissionpost.com/2016/05/23/history-of-northeast-johnson-county-will-come-to-life-with-interpretive-signs-along-indian-creek-trail-50763>

**Cost Estimate:           \$30,000 Account 5209.360 Professional Services**

**Completion Date:       September 30, 2019**

**Responsible Party:     Public Works Director, Public Works Committee**

**Submitted By:   Becky Fast and Tom Madigan**

**2020 Objective:**

## **Update Roeland Park history from 1996 to Present**

**Justification:           The “Roe’ling Thru the Years” publication recounting Roeland Park’s history currently concludes in October of 1996. Our City has seen many changes since 1996. Mr. J.R. Scott who authored the original**



**publication along with other local historians could lend to an effort of continuing the historical record to modern day. This objective compliments the 2019 Objective to erect historical/interactive signs throughout the community.**

Cost Estimate: \$5,000 **Account 5209.360 Professional Services**

Completion Date: October 31, 2020

Responsible Party: Tom Madigan and Volunteer Historians

Submitted By: Tom Madigan

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/11/2023 - 3:18 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Presentation by Historian	Cover Memo
▣ Anna Jacobson Resume	Cover Memo
▣ Historian Service Proposal	Cover Memo

## Anna Jacobson

### Personal:

Phone: (408) 693-7182

Email: [anna.ljacobson@yahoo.com](mailto:anna.ljacobson@yahoo.com)

### Education:

B.A., Honors in History, University of Kansas, May 2021 (Double-major in History and Environmental Studies).

History Honors Thesis: *Lead, Leases, and Lies: Land and Power on the Quapaw Reservation in the Early 20<sup>th</sup> Century*. Advised by Dr. Sara M. Gregg. Defended on April 29, 2021.

Environmental Studies Capstone Project: *Feeding Eudora* – This project worked with the non-government organization United Way to secure grant funding and community outreach materials for the Kansas-based non-profit Feeding Eudora. This project addressed issues such as environmental justice, food deserts, and food security. Gained experience necessary to apply for and manage a variety of grants, cooperative agreements, and/or interagency agreements for the environmental justice program. Gained experience using GIS as a tool for environmental justice.

A.A., Honors, Johnson County Community College, May 2019 (Liberal Arts).

### Awards:

Llyod S. Sponholtz Award for Outstanding Honors Thesis, 2021

Donald Worcester Award for Excellence in History, 2021

Lila Atkinson Creighton Memorial Scholarship, 2020

### Work Experience:

November 2022 – March 2023, Water Quality and Wetlands Coordinator, Kickapoo Tribe in Kansas, 40hrs/week - Full-Time

Responsible for regular monitoring of surface water quality and wetland biological conditions and applying standard data gathering and analysis techniques to collect and review technical information on environmental activities to fulfill US Environmental Protection Agency Clean Water Act 106 and 104 grant commitments. Gained professional experience working with water quality monitoring field equipment, ELISA, soil sampling, macroinvertebrate collection, community outreach, and data management. Showed skill in project management, and gained knowledge of contracting and grants management procedures, such as managing grant funds and personnel. Worked closely with Region 7 partners, including the EPA Office of Tribal Affairs as well as other Tribal environmental professionals. Gained knowledge of environmental laws and regulations. Gained intermediate knowledge of ESRI ArcGIS tools, data management systems such as Gold Systems AWQMS, Microsoft Office, and Adobe Acrobat. In this position I gained experience necessary to manage a variety of grants, cooperative agreements, and/or interagency agreements for the environmental justice program.

April 2022- Present, Volunteer Archaeological Excavation Team Lead, Quindaro Townsite Project, 8hrs/week - Part Time

Led volunteer archeology teams in the clearing of trees and shrubs to ensure the preservation of the Quindaro Townsite Ruins along with Johnson County Community College professors: Dr. Jim Leiker, Dr. Tai Edwards, Dr. Kristy Wittman Howell, Dr. Bill MacFarland, and Dr. Adam Benfer. Showed ability to serve on teams and workgroups and assist in development, implementation and monitoring of plans and projects to support communities with environmental justice concerns. This was a collaborative project between JCCC, the University of Kansas's Center for Service Learning, and the Quindaro Townsite Project led by Reverend Stacy Evans. Gained basic knowledge in historic preservation programs and archeological experience.

March 2020- March 2022, General Manager, Unbakery and Juicery. 55hrs/week – Full Time

Responsible for daily functions of the cafe, such as managing schedules, resolving conflicts as they arise, and maintaining a workplace culture of respect and care for one another.

Demonstrated ability to work as a team member, coordinate with peers and superiors, and collaborate with team members on projects. As a liaison to external stakeholders, I assisted in the development and delivery of training and technical assistance and showed ability to create training materials for a variety of audiences. Administrative responsibilities include payroll processing, cultivating, and maintaining relationships with wholesale vendors, creating store budgets, and tracking inventory.

January 2019- May 2019, Kansas Studies Institute Intern, Johnson County Community College,  
10hrs/week - Part-time

Supervised by KSI Director, Dr. Tai Edwards. Self-directed archival research, oral history transcription, environmental history, environmental justice, public records research, compiled and edited oral histories into peer-reviewed scholarship, event planning and coordinating for benefit for preservation of the Quindaro Townsite ruins February 9, 2019, at JCCC. Showed excelled skill in oral communication, as well as skill in written communication.

**Publications:**

Jacobson, A. "Facing the Riverfront: Oral Histories from Quindaro." *Kansas History: Journal of the Central Plains* 42.2 (2019): 133-139.

April 28, 2023

From: Anna Jacobson  
Kansas City, Missouri  
408-693-7182  
[anna.ljacobson@yahoo.com](mailto:anna.ljacobson@yahoo.com)

To: Keith Moody  
Roeland Park City Administration,  
4600 W 51st Street  
Roeland Park, KS 66205

**DRAFT: Roeland Park Historical Research and Community Engagement Project Proposal**

**Executive Summary:**

Roeland Park City Councilmembers formed the Adhoc Roeland Park Historical Committee in January 2021 to take on the task of preserving and teaching the city's history. The two projects the Committee has chosen to focus on are: creating interpretive signage for sites significant to Roeland Park's history and updating *Roe'ling Thru the Years in Roeland Park, Kansas*. This work has served as the official city history since it was written by Historical Committee member John R. Scott in 1996. These projects were proposed to Mayor Kelly and members of the Roeland Park City Council in April 2022 by Committee Chair, Chris Wolff.

The Roeland Park Historical Committee understands the importance of uniting residents through an understanding of their shared history. With this in mind, they began to seek out historian consultant services to conduct research and community engagement efforts in order to ensure the inclusion of underrepresented groups, such as but not limited to, Native Americans and Black residents. Because of the Historical Committee's belief of unity through understanding their shared history, it is especially important for all aspects of that shared history to be documented and understood. The Historian Consultant would be responsible for conducting historical research and outreach to underrepresented groups, to ensure the history of Roeland Park can be understood in its fullest form.

**Project Background:**

This project seeks to engage and partner groups underrepresented in Roeland Park's documented history, to amend and update the written record, and show a more complete picture of the city's history. The current city history book, *Roe'ling Thru the Years in Roeland Park, Kansas*, was written in 1996, and while an impressive account of local history, it was written without significant input from non-white residents, such as Black and Native Americans. To document a wholistic history of the city, historian services have been sought out by the Historical Committee to fill in this narrative gap in Roeland Park's history and to bring the written record of Roeland Park's history to the present.

The historian is to create amendment and update recommendations for *Roe'ling Through the Years in Roeland Park, Kansas* and the currently existing signage copy. The City Council would like a historian to ensure the inclusion the histories of underrepresented groups, such as Black residents and Native

Americans in Roeland Park. Overall, this project seeks to offer a complete picture of Roeland Park's history and assist the work currently being conducted by the Historical Committee.

### Approach:

I, Anna Jacobson, am offering my services as a public historian with a background in local Kansas history. My approach to history is informed by the knowledge that American history disproportionately focuses on people of European descent and the need to “decolonize” this historical perspective. My work primarily focuses on how place informs identity and vice versa, with experience in public history in the Kansas City, Kansas area. My approach and previous experience is compatible with the Roeland Park Historical Committee's stated goal of pursuing unity through understanding of their shared history, and how place informs a collective identity in Roeland Park.

As a relationship minded professional, I believe that community engagement and partnership are essential to the success of this project. Often, efforts to include underrepresented groups into historical projects end up *extracting* from those communities, which risks leaving them feeling unheard and alienated. To avoid this, I am offering to coordinate conversations that would give groups a seat at the table, and an opportunity to share what they feel is important to be documented in the official city history. This approach will be executed in the work concerning amending and updating the current text of *Roe'ling Through the Years* and the interpretive signage copy. A proposed timeline for work and deliverables are outlined in the table below:

Timeframe:	Directive:	Objectives:	Deliverable:
2 Weeks:	1.1 Orient Myself with Roeland Park History	<ul style="list-style-type: none"> <li>-Careful Study of the Book as it exists</li> <li>-Careful Study of the current signage as it exists</li> <li>-Identify questions concerning Roeland Park history since 1996</li> <li>-Create Questions and bring these to the Historical Committee for an orientation/introductory meeting</li> </ul>	<ul style="list-style-type: none"> <li>-Bi-weekly reports<sup>1</sup></li> <li>- Scheduled meeting with the Historical Committee</li> </ul>
8-12 Weeks:  Phase 1: 2-4 Weeks; Focus on	1.2 Begin Archival Research and Plan Outreach	<b>Phase 1: Updating the history as it exists:</b> <ul style="list-style-type: none"> <li>-Begin with answering following questions:</li> <li>-Who are the Relevant Parties in terms of Indigenous Peoples, prominent Black</li> </ul>	<ul style="list-style-type: none"> <li>- Bi-weekly reports</li> <li>-Create an outreach plan in collaboration with the Historical Committee</li> <li>-Create an agenda of questions to be answered through partnership with</li> </ul>

<sup>1</sup> Throughout the course of this project, bi-weekly reports will be sent to Keith Moody and the Historical Committee for updates on project progress and as an opportunity for input/feedback.

<p><i>Roe'ling Through the Years</i> as it is currently written</p> <p>Phase 2: 6-8 weeks; Focus on researching Roeland Park history from 1996-present</p>		<p>families, and other underrepresented groups within Roeland Park history?</p> <ul style="list-style-type: none"> <li>-Are there local/living groups/individuals to contact?</li> <li>-If there are not significant records of prominent Black families or other underrepresented groups living within Roeland Park, why is that?</li> <li>-What is the archival record of the Kaw/Kanza in Roeland Park area</li> <li>-Who are the contacts with the Kaw/Kanza?</li> <li>-What is the archival record of the Shawnee in the Roeland Park area</li> <li>-Who are the contacts with the Shawnee?</li> <li>-Are there other Indigenous Nations to contact?</li> <li>-Are there other groups to consider?</li> <li>-Create a clear idea of the questions to ask</li> </ul> <p><b>Phase 2: Bringing <i>Roe'ling Through the Years</i> up to present:</b></p> <ul style="list-style-type: none"> <li>-What are the significant "locus points" in Roeland Park's historical timeline over the past ~30 years</li> <li>-Identify significant individuals/events/happenings</li> <li>-How has Roeland Park changed since 1996</li> <li>-Research current happenings with the Shawnee's attempts to gain ownership of the Shawnee Methodist Mission</li> <li>-Coordinate with residents for what they remember/potential oral history project/open interview event</li> </ul>	<p>Black residents and the stated Indigenous Nations</p>
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		- Based on findings, coordinate with Historical Committee on their preference for the form of the <i>Roe'ling Through the Years</i> updates (epilogue, additional chapters, editor's note, etc.)	
4-6 Weeks	2.1 Begin Outreach  *This timeline (as is the timeline for this project as a whole) is tentative and dependent on availability of persons contacted	-Begin engagement and partnership relationships with underrepresented groups to amend Roeland Park's recorded history as it exists. -Plan outreach for current Roeland Park residents -Plan and coordinate public oral history collection in Roeland Park in coordination with the Historical Committee and Racial Equity Committee to ensure this is an inclusive and affirming event	-Bi-weekly reports -Meetings/interviews with Relevant Parties identified through prior week's research -Set date for oral histories collections event, pending approval
8-12 Weeks:	3.1 Compiling and Writing: City History Book	-Assess the information gathered so far and create a list of recommended amendments to <i>Roe'ling Through the Years in Roeland Park</i> . -Draft final chapter(s) of <i>Roe'ling Through the Years</i> updating the book to the present -Review final chapter(s) draft with Historical Committee -Coordinate with Historical Committee -Coordinate with Relevant Parties -Assess the need for outreach to residents concerning my recommendations	-Bi-weekly reports -Document with recommended edits -Draft of <i>Roe'ling Through the Years</i> with edits and updates included - Presentation deck explaining my recommendations -Meeting with Historical Committee to discuss and assess project direction
3-4 Weeks:	3.2 Compiling and Writing: Interpretive Signage	-Assess the information gathered so far and create a list of recommended amendments	-Bi-weekly reports -Document with recommended edits to existing signage copy



		for signage copy as it currently exists <sup>2</sup> -Coordinate with Historical Committee -Coordinate with Relevant Parties -Assess the need for outreach to residents concerning my recommendations	- Presentation deck explaining my recommendations -Meeting with Historical Committee to discuss and assess project direction
1-2 Weeks:	4.1 Project Close Out:	-Writing final reports -Wrapping up with Relevant Parties	-Final project report

### Resources:

I am offering my historian consulting services at the rate of \$50/hour at an anticipated initial 24 hours a week. Actual weekly hours worked are subject to change as determined by need as the project progresses i.e., waiting for individuals' responses, inter-library-loan orders, meetings outside of normal working hours, etc. Hours worked will be kept in hard copies (physical journals) and soft copies (bi-weekly reports e-mailed to Keith Moody). The anticipated timeframe for this project is eight to ten months to completion and 30 weeks of active work on the part of the historian.

An estimate of actual expenses is likely to range between \$26,000- \$30,000. The total fee for this project is not to exceed \$36,000.<sup>3</sup>

### Conclusion:

There is good work to be done for the benefit of Roeland Park residents past, present, and future through the careful research and documentation of this city's history. Roeland Park City Council and the Historical Committee have stated their commitment to uniting their community through their shared history. By enlisting the services of a historian, they are demonstrating their seriousness about this commitment. Thank you for your time and consideration in reviewing this proposal.

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<sup>2</sup> Directives 3.1 and 3.2 may be possibly completed simultaneously

<sup>3</sup> In the event of working the maximum number of hours weekly throughout the project: \$50/ hr x 24hrs x 30 weeks = \$36,000

# Appendix:



Chris Wolff  
Chair  
Roeland Park Historical Committee

Dear Mayor Kelly and members of the Roeland Park City Council,

In January 2021, Councilmembers Rebne and Madigan helped to form the Adhoc Roeland Park Historical Committee to address the need to preserve and showcase a knowledge of the history of Roeland Park. They recognized that there is no better way to unite the citizens of Roeland Park than teaching our shared history. An earlier generation of Roeland Parkers engaged in this task and we are indebted to them. Their achievement was the 1996 history book *Roe'ling Through the Years in Roeland Park, Kansas*.

The focus of this manifestation of the Historical Committee was the possibility of updating this now 25-year-old book and also the exploration of creating historical signs and markers to document key places and features of Roeland Park's history. It was early decided that the committee would push off any updates to the historical book to a future phase of the committee's work because it would be difficult to consider and develop both projects at once. The committee's focus has thus been strictly on the development of recommendations for historic signage.

For the past year, the committee has surveyed the work done by many of our neighboring communities to preserve and showcase their local history. We quickly came to realize that Roeland Park has fallen far behind its neighboring communities. These neighbors have documented historical locations, partnered with the National Parks Service to trace the route of historic trails, and created virtual historic tours of their communities that one can follow on their phone. Some of them have even created historical parks which unfold the history of the community in a series of interpretive signs. All of this served as an inspiration to us and hence the projects in this proposal are hardly original. However, they are unique in that they could serve to tell Roeland Park's story.

Of the original 4 projects that the committee developed, we have decided to move forward with a proposal for the two largest projects, the historic location signs and the interpretive sign plaza. The other previously discussed projects, the Santa Fe Trail signs and the Otocast virtual history tour, we have pushed forward to an envisioned phase two of the committee in fall 2022.

Thank you for your consideration of this proposal. We hope that you will see its potential to promote Roeland Park through the revelation of its unique story as well as to bring together its citizens through an understanding of our shared history. This history is like the backing of a quilt upon which all the squares of the community of Roeland Park are sewn.

Sincerely,

Chris Wolff  
Chair  
Roeland Park Historical Committee



## [History of Roeland Park, Kansas | Roeland Park, KS](#)

Pictures & Video. 1965  
Roeland Park Pool; 1966  
Roeland Park Pool; 1964  
Field Day - Skyline School -  
Roeland Park, Kansas; 1986  
Motorcycle Tour of old  
Roeland Park Shopping  
District

[www.roelandpark.org](http://www.roelandpark.org)

**Item Number:** Mayor's Report- IV.-A.  
**Committee** 5/15/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Police Week Proclamation – May 14-20**  
Item Type:

**Recommendation:**

**Details:**

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

**Financial Impact**

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

## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/9/2023 - 10:54 AM

**Goals/Objectives & Terms**

**ATTACHMENTS:**

Description	Type
▣ Police Week Proclamation	Cover Memo



# Proclamation

## NATIONAL POLICE WEEK

**May 14-20, 2023**

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of The City of Roeland Park play an important role in safeguarding the rights and freedoms of the residents of our community; and

WHEREAS, it is important that all community members know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

THEREFORE, I, Mayor Michael Poppa and the Governing Body of The City of Roeland Park urge our community members to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all individuals.

NOW, THEREFORE, I, Mayor Michael Poppa for The City of Roeland Park do hereby proclaim the week of May 14 through May 20, 2023 as National Police Week in the City of Roeland Park.

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Michael Poppa, Mayor

Item Number: Mayor's Report- IV.-B.  
Committee 5/15/2023  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Public Works Week Proclamation – May 21-27 “Connecting the World Through Public Works”**

Item Type:

### Recommendation:

### Details:

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

#### What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

#### Financial Impact

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



## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/9/2023 - 10:59 AM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ National Public Works Week 2023	Cover Memo



# Proclamation

## NATIONAL PUBLIC WORKS WEEK

May 21-27, 2023

WHEREAS, public works services provided in our community are an integral part of our residents' everyday lives; and

WHEREAS, the support of an understanding and informed community members is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform.

WHEREAS, APWA is proud to announce **"Connecting the World Through Public Works"** as the theme for the 2023 National Public Works Week. This theme represents the many facets of modern civilization that grow out of the efforts put forth by the public works professionals across North America. What starts here? *Infrastructure* starts with public works... *Growth and innovation* starts with public works... *Mobility* starts with public works... *Security* starts with public works... *Healthy communities* start with public works... The bottom line is that community members quality of life starts with public works.

NOW, THEREFORE, Mayor Michael Poppa of the City of Roeland Park, Kansas does hereby proclaim the week of May 21-27, 2023 as

## NATIONAL PUBLIC WORKS WEEK

in the City of Roeland Park, and calls upon all community members and civic organizations to acquaint themselves with the issues involved in providing our public works; and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

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Michael Poppa, Mayor

Item Number: Mayor's Report- IV.-C.  
Committee 5/15/2023  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **National Gun Violence Awareness Day Proclamation - Moms Demand Action**

Item Type:

### Recommendation:

### Details:

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

#### What are the implications to intersectionality?

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- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

#### Financial Impact

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

## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/9/2023 - 11:19 AM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ National Gun Violence Awareness Day Proclamation	Cover Memo



# Proclamation

## 2023 CITY PROCLAMATION DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Roeland Park to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

**WHEREAS**, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and

**WHEREAS**, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, Kansas has on average 456 gun deaths every year, with a rate of 15.7 deaths per 100,000 people, a crisis that costs the state \$5.7 billion each year, of which \$95.1 million is paid by taxpayers. Kansas has the 21<sup>st</sup>-highest rate of gun deaths in the US; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

**WHEREAS**, cities across the nation, including in Kansas, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, protecting public safety in the communities they serve is mayors' highest responsibility; and

**WHEREAS**, support for the Second Amendment rights of law-abiding individuals goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, mayors and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their residents safe; and

**WHEREAS**, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence;

**WHEREAS**, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023, to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

(1) Hadiya Pendleton and other victims of gun violence; and

(2) the loved ones of those victims; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence; and

**WHEREAS**, by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

**NOW, THEREFORE**, I, Michael Poppa, Mayor of the City of Roeland Park, Kansas, do hereby proclaim June 2, 2023, to be National Gun Violence Awareness Day. I encourage individuals in Roeland Park, and across the state of Kansas, to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

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Michael Poppa, Mayor



**Item Number:** Mayor's Report- IV.-D.  
**Committee** 5/15/2023  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

**National Gun Violence Awareness Day Proclamation -  
Grandparents for Gun Safety & League of Women Voters of  
Johnson County**

Item Type:

**Recommendation:**

**Details:**

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

**Financial Impact**

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

## Additional Information

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	5/15/2023 - 10:23 AM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ National Gun Violence Awareness Day Proclamation - Grandparents for Gun Safety & League of Women Voters of Johnson County	Cover Memo



# Proclamation

## Gun Violence Awareness Day Friday June 2, 2023

**WHEREAS** Friday June 2, 2023, is the 8<sup>th</sup> annual observance of National Gun Violence Awareness Day, and

**WHEREAS** the national Center for Disease Control (CDC) has defined gun violence as a “public health epidemic,” and

**WHEREAS** gun violence continues to plague the metropolitan area in cities large and small on both sides of the state line, and

**WHEREAS** 4.6 million children in the U.S. live in homes with at least one loaded, unlocked gun, and

**WHEREAS** firearms are now the leading cause of death for children in the United States, and

**WHEREAS** the League of Women Voters of Johnson County along with Grandparents for Gun Safety are jointly presenting a June 3 program on how gun safety can improve public health,

**NOW THEREFORE**, I, Mayor Michael Poppa pledge this city’s ongoing support for increasing the awareness of gun violence and finding ways to make our community safer for all of its residents, do hereby proclaim Friday June 2, 2023, as **Gun Violence Awareness Day** in Roeland Park.

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Michael Poppa, Mayor

**Item Number:** Unfinished Business- VII.-A.  
**Committee** 5/15/2023  
**Meeting Date:**



## **City of Roeland Park**

### Action Item Summary

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**Date:** 5/11/2023  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Amendment to Land Purchase Agreement with EPC (10 min)**  
**Item Type:** Agreement

### **Recommendation:**

**Staff recommends approval of the amendment which extends the closing date on the Rocks to August 30, 2023 (90 days).**

### **Details:**

The attached amendment spells out the terms of a 90 day extension to the closing date on the Rocks. EPC will be required to increase their earnest money deposit to \$75,000 which will be non-refundable. EPC will be required to pay \$15,000 per month of the extension for interest revenue the City is missing out on from the \$3.45 million in sales proceeds. In addition, should EPC not close on the property by 8/30/23 EPC will be responsible for paying the City \$75,000 toward Public Works relocation expenses. In total EPC assumes \$195,000 of obligations under the provisions of the amendment.

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

### **What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

### **Financial Impact**

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

**Additional Information**

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	5/9/2023 - 3:16 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Rocks 2nd Amend to LPA	Cover Memo
▣ EPC Letter Requesting Closing Date Change	Cover Memo

## **SECOND AMENDMENT TO LAND PURCHASE AGREEMENT**

The undersigned parties to the Land Purchase Agreement dated September 6, 2022, as amended by that certain First Amendment to Land Purchase Agreement dated December 19, 2022 (collectively, the “**Agreement**”), by and between EPC Real Estate Group, LLC (“**Buyer**”), and City of Roeland Park, Kansas (“**Seller**”) (collectively referred to as the “**Parties**”), hereby mutually agree to amend the Agreement (this “**Second Amendment**”), and in consideration of the mutual covenants and agreement contained herein, the Parties hereby agree as follows:

**Section 1.1a Effective Date.** The effective date of this Second Amendment is May \_\_\_\_, 2023.

**Section 1.2a Definitions.** The Parties agree that all definitions contained in the Agreement shall have their same meaning in this Second Amendment.

**Section 1.3a Extension of Time.** The Parties agree to extend the Closing Date in **Section 1.9** of the Agreement from June 1, 2023 to August 30, 2023, subject to Buyer’s right to close on an earlier date upon ten (10) days’ notice to Seller as provided in subsection (ii) of the first paragraph of **Section 1.9**. All other provisions of **Section 1.9** of the Agreement shall remain, except that Seller shall have until December 31, 2023 to vacate the Public Works Building, as reflected in the Commercial Lease attached hereto as **Exhibit A** and made apart hereof.

**Section 1.4a Additional Earnest Money Deposit.** In exchange for the extension of time stated in **Section 1.3a**, Buyer shall deposit with the Title Company, in immediately available funds, within five (5) days after the Effective Date, an additional Fifty Thousand Dollars (\$50,000.00) (the “**Additional Deposit**”) which shall be deemed to be part of the Earnest Deposit. The parties agree that the Earnest Deposit is non-refundable except as otherwise provided in Section 1.2(a) of the Agreement. Buyer acknowledges that Seller has, thus far, satisfied all Closing Conditions set



out in Section 1.9 of the original Land Purchase Agreement including all material representations and warranties.

**Section 1.5a Reimbursement of Seller's Interest.** In consideration for entering into this Second Amendment, until Closing has occurred or this Agreement is terminated, Buyer agrees to pay Seller in immediately available funds, on the first business day of each month, commencing June 1, 2023, Fifteen Thousand Dollars (\$15,000.00) as a reimbursement for Seller's lost interest income during Buyer's extension of time.

**Section 1.6a New Relocation Cost Cap.** The last paragraph of **Section 2.10** of the Agreement is hereby amended to read as follows:

"In the event Buyer fails or elects not to proceed to Closing and such failure or election is not due to Seller's default or failure of a condition hereunder or Buyer's exercise of a termination right pursuant to Article I, Sections 1.13 or 1.14, in recognition that Seller has undertaken efforts to vacate the Public Works Building, then Buyer shall be responsible for relocation costs incurred by Seller ("**Relocation Costs**"). Reimbursement for Relocation Costs under this subsection shall be in addition to any and all other costs contemplated herein (including delivery of the Earnest Deposit to Seller). Buyer's reimbursement for Relocation Costs shall be Seventy-Five Thousand Dollars (\$75,000.00)."

**Section 1.7a Buyer Inaction.** The reference to "June 1, 2023" in **Section 1.8** of the Agreement is hereby deleted and replaced with "August 30, 2023".

**Section 1.8a Full Force.** Except as modified by the terms of this Second Amendment, the Agreement shall remain in full force and effect. In the event of conflict between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall prevail.

**Section 1.9a Multiple Counterparts.** This Second Amendment may be executed in multiple counterparts via facsimile or electronic delivery, each of which shall constitute an original, but all of which together shall constitute but one instrument.

**Section 1.10a Entire Agreement; Amendment Binding.** This Second Amendment embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer. This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

*[Remainder of page intentionally left blank.]*

**THIS SECOND AMENDMENT TO THE LAND PURCHASE AGREEMENT** has been  
executed as of the date first written hereinabove.

Seller:

**City of Roeland Park, Kansas**

By: \_\_\_\_\_

Name: Keith Moody

Title: City Administrator for Roeland Park, Kansas

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

Buyer:

**EPC Real Estate Group, LLC**

By: \_\_\_\_\_

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

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

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

**Exhibit A**

**Commercial Lease**

[see attached]

## COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

THIS LEASE is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between [\_\_\_\_], a Kansas limited liability company (“Landlord”) and the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation (“Tenant”), who agrees as follows:

**1. PREMISES** — Subject to the covenants and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the premises commonly known and numbered as 4800 Roe Parkway, Roeland Park, Johnson County, Kansas, and depicted on the site plan attached as Exhibit A and made apart hereof, together with all other improvements thereon (collectively, the “Premises”).

**2. USE OF PREMISES** — The Premises will continue to be used for its present use, which is for office, warehousing, and all other uses permitted by law in connection with Tenant’s Public Works Department operations. The Parties acknowledge that Tenant is the previous owner of the Premises and is currently in possession of said Premises.

**3. TERM** — The term of this Lease (the “Term”) shall commence on the date Landlord takes fee simple title to the Premises, whichever may occur first (the “Commencement Date”) and ends on December 31, 2023, unless sooner terminated pursuant to the terms hereof.

**4. RENT PAYMENTS** — Within five (5) days of the Commencement Date, Tenant shall pay to Landlord the amount of \$1.00 as total rent for the Term, which shall be due and payable in advance without notice or demand at Landlord’s address listed below, or at any other place Landlord designates in writing. Interest at the per annum rate of 12% will be charged for rent not timely paid as required under this Section 4.

**5. POSSESSION AT BEGINNING OF TERM** — Possession shall be delivered to the Tenant as of the Commencement Date in “as is, where is” condition.

**6. PROPERTY INSURANCE** — Tenant shall comply with all insurance regulations so that: (i) the lowest property damage insurance and liability insurance rates possible for the Tenant’s use pursuant to Section 2 of this Lease may be obtained; and, (ii) nothing shall be done or kept in or on the Premises by Tenant which will: (a) cause an increase in the premium for any such insurance on the Premises or for any building of which the Premises are a part for any contents located therein, over the rate usually obtained for the proper use of the Premises permitted by this Lease; or, (b) cause cancellation or make void any such insurance.

Tenant shall maintain, at all times during the Term, adequate insurance on its personal property and equipment used, stored, or kept in the Premises.

**7. INDEMNITY AND LIABILITY INSURANCE** — Tenant shall at all times indemnify, defend, and hold Landlord and its members, managers and agents (collectively, the “Indemnified Parties”) harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons or property on or about the Premises or to the Premises arising during the Term. Tenant shall maintain its current comprehensive general liability insurance throughout the Term.

**8. ASSIGNMENT AND SUBLETTING** — Tenant shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. For the purpose of this provision, any transfer by operation of law shall be deemed an assignment of this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible for the payment of the rent herein specified and for compliance with all of its obligations under the terms and provisions of this Lease. Landlord may assign or transfer this Lease without the consent of Tenant.

**9. SIGNS AND ADVERTISEMENTS** — Except for any existing signage located on the Premises prior to the Commencement Date, Tenant shall not place nor permit to be placed upon any part of the Premises, any signs, billboards, or advertisements whatever, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

**10. CONDITION OF PREMISES AT BEGINNING AND END OF TERM** — Tenant acknowledges Tenant has inspected the Premises and accepts the Premises in its present condition. At the end of the Term, Tenant, at Tenant's expense, will (i) have removed all of Tenant's property from the Premises; and (ii) leave the Premises free of trash and debris. The Parties acknowledge that Landlord intends to demolish the Premises upon expiration of the Term.

**11. MAINTENANCE AND REPAIR BY TENANT** — During the Term and at Tenant's sole cost and expense, Tenant will keep the driveways, approaches, sidewalks, parking areas and adjacent alleys that are a part of the Premises clean, orderly, sightly, unobstructed and free from ice and snow. Tenant will regularly water, mow, trim, fertilize and otherwise maintain the lawn, shrubs, plants, trees and other landscaping of the Premises and will prevent water pipes in the Premises from freezing. Tenant acknowledges that Landlord will have no obligation to maintain any part of the Premises during the Term.

**12. LANDLORD'S RIGHT OF ENTRY** — Landlord or Landlord's agent may enter the Premises at reasonable hours and with reasonable notice to examine the same, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of or future development of the Premises or any building of which they are a part.

**13. PARKING LOT MAINTENANCE** — Tenant shall be responsible for snow removal for the parking areas, driveways, sidewalks, and approaches. Tenant understands and agrees that no personal property shall be stored in the parking area or anyplace outside of the building without prior written the consent of Landlord.

**14. DAMAGE BY CASUALTY** — In the event the Premises or any portion thereof is destroyed or shall be damaged by fire or other casualty, Tenant shall immediately notify Landlord and in such event, at the option of Landlord or Tenant, the Term shall cease and this Lease shall become null and void from the date of such damage or destruction. Said option shall be exercised by either Party providing notice in writing delivered to the other Party within five (5) days after Tenant provides notice to Landlord of the casualty event. In case the Parties shall not so elect to terminate this Lease, the Lease shall continue in full force and effect and Landlord

shall, to the extent of available insurance proceeds, repair the Premises with all reasonable promptitude, and in any event complete the same within sixty (60) days of commencement, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all of Tenant's rubbish, debris, merchandise, furniture, equipment and other of Tenant's Property, within ten (10) days after the request of Landlord. Except as provide herein, no compensation of claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur.

**15. PERSONAL PROPERTY** — Landlord shall not be liable for loss or damage to any equipment, inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises, regardless of the cause of such loss or damage.

**16. ALTERATIONS** — Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

**17. UTILITIES AND SERVICES** — Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal and any services or utilities used in or assessed against the Premises.

**18. LEGAL REQUIREMENTS** — Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitations ADA, OSHA, and like requirements, and indemnify, defend and hold Landlord harmless from expense and damage resulting from failure to do so.

**19. FIXTURES** — The Parties agree that Tenant retains the right to remove all personal property and/or fixtures from the Premises. Any personal property and/or fixtures remaining on the Premises upon expiration of termination of this Lease will belong to Landlord, and Landlord may dispose of such personal property and/or fixtures at Tenant's sole cost and expense.

**20. TAXES AND SPECIAL ASSESSMENTS** — Landlord shall pay all taxes, assessments and governmental charges (collectively referred to as "Taxes") that either (a) accrue against the Premises during the Term if such Taxes are payable in advance, or (b) are assessed against the Premises during the Term if such Taxes are payable in arrears.

**21. EMINENT DOMAIN** — If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term shall cease and the Lease shall terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term.

**22. WAIVER OF SUBROGATION** — As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any

act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either parties is now carrying or hereafter may carry insurance or is required to carry insurance pursuant to this Lease, provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability..

**23. DEFAULT REMEDIES** — In the event: (i) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (ii) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (iii) Tenant becomes insolvent, or makes a transfer in fraud of creditors; (iv) Tenant makes an assignment for benefit of creditors; or, (v) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, in addition to and not in limitation of any remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such terms and conditions as Landlord in its sole direction may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and changes said Premises. No such re-entry or taking possession of said Premises shall be construed as an election of Landlord's part of terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or are unpaid at the date of termination. In case it should be necessary for Landlord to bring any action under this Lease, to consult or place said lease or any amount payable by Tenant hereunder with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees.

**24. WAIVER** — The rights and remedies of Landlord under the Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults of Tenant hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Landlord of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments



of rent promptly upon the due date thereof. No receipt of money by Landlord after the termination of this Lease shall in any way reinstate, continue or extend the Term above demised.

**25. TOXIC OR HAZARDOUS MATERIALS** — Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant, at its sole cost, will comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for, and will defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials which were placed or used or caused to be placed or used by the Tenant, its agents, employees, suppliers, guests, assigns or any person in its name or on its behalf, on the Premises. Tenant's obligations under this Section 25 shall survive the termination or expiration of this Lease.

**26. REAL ESTATE COMMISSION** — Neither party has dealt with any broker, finder or any other person to whom a leasing commission is due.

**27. SUBORDINATION** — This Lease shall be subject and subordinate in law and equity to any existing or future mortgages or deeds of trust placed by Landlord upon the Premises or the property of which the Premises form a part, provided, however, that the holder of any such existing or future Mortgage or Deed of Trust shall not disturb Tenant's tenancy pursuant to this Lease so long as Tenant is not in default pursuant to the terms of this Lease. Tenant shall attorn to any successor to Landlord upon request and shall execute any documents reasonably required or appropriate to effectuate such an attornment, or the subordination aforesaid, upon written notice thereof, and if Tenant fails to execute within ten (10) days of receipt of Landlord's request for the same, Tenant shall be in immediate default of this Lease.

**28. SUCCESSORS** — The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

**29. QUIET POSSESSION** — Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

**30. ESTOPPEL CERTIFICATES** — Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord or to any existing or prospective lender of or purchaser from Landlord a statement in writing verifying that this Lease is unmodified and in full force and effect (or if modified stating the

nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, and uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any such lender or purchaser.

**31. HOLDING OVER** — If Tenant remains in possession of the Premises after the expiration of the Term of this Lease, without the execution of a new Lease, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month to month tenant, subject to all the provisions of this Lease insofar as they are applicable to a month to month tenancy, but at a daily rental of \$1,000.00. In addition thereto, Tenant shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. In the event of Court action, the prevailing party shall be entitled to its attorney's fees.

**32. ENTIRE AGREEMENT** — This Lease constitutes the complete and entire agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

**33. SEVERABILITY** — If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**34. NOTICES** — All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery and, if to Tenant, addressed to Tenant at c/o City Administrator Keith Moody, 4600 W 51<sup>st</sup> Street, Roeland Park, Kansas 66205, and if to Landlord, addressed to Landlord at c/o EPC Real Estate Group, LLC, 8001 Metcalf Avenue, Suite 300, Overland Park, Kansas 66204, Attention: Mr. Austin Bradley, and a copy to Dentons US LLP, 4520 Main Street, Suite 1100, Kansas City, Missouri 64111, Attention: Julia A. Taylor. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

**35. LIMITATION OF LIABILITY** — Tenant agrees that any obligation or liability whatsoever of Landlord which may arise at any time under this Lease, or any obligation or liability which may be incurred by Landlord pursuant to any other instrument, transaction, or undertaking contemplated hereby, shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of the constituent partners of Landlord or any of their respective directors, officers, representatives, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise. Any liability of Landlord

under this Lease or arising out of the relationship between Landlord and Tenant shall be limited solely to Landlord's interest in the Premises.

[signatures on the next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**Landlord:**

[\_\_\_\_\_] , a Kansas limited liability company

By: \_\_\_\_\_

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

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

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

**Tenant:**

CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation

By: \_\_\_\_\_

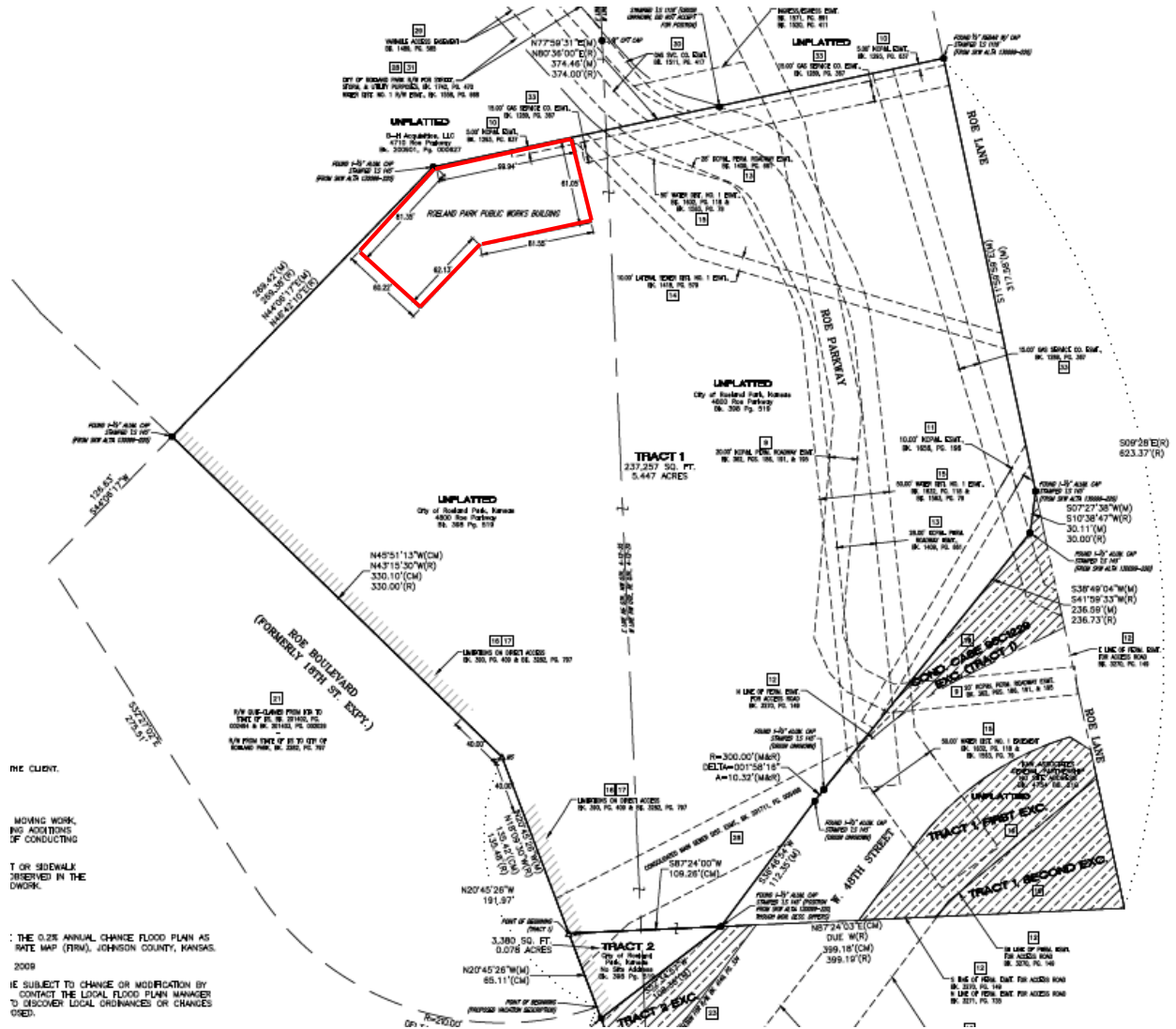
Name: \_\_\_\_\_

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

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

# Exhibit A

## Premises



- Premises



May 09, 2023

Mr. Keith Moody  
City Administrator  
4600 W 51<sup>st</sup> Street  
Roeland Park, KS 66205

Dear Mr. Moody,

Following execution of the Land Purchase Agreement on September 2, 2022 by the City of Roeland Park, Kansas and EPC Real Estate Group, LLC., there has been significant unforeseen shifts in the market. More specifically this has been fueled by the Fed increasing rates 275 bps just in the last ~8 months, with additional possible rate hikes on the horizon. As a result, many equity investors and construction lenders have pulled back and are taking much longer to vet opportunities with a higher level of scrutiny. Fortunately, we recognized this pattern several months ago and have deployed specific strategies to ensure this project will remain on track per Exhibit D - Development Schedule of the Development Agreement dated December 19, 2022. However, in the meantime we are requesting a 90-day extension which will provide for a revised closing date of August 30, 2023.

We appreciate the consideration and please don't hesitate to reach out with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Austin Bradley", with a stylized flourish at the end.

Austin Bradley  
Executive Vice President

Item Number: Unfinished Business- VII.-B.  
Committee 5/15/2023  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date: 5/11/2023  
Submitted By: Keith Moody  
Committee/Department: Art Committee  
Title: **Approve Gateway Art Agreement with Nathan Pierce (5 min)**  
Item Type: Other

### Recommendation:

#### For 5/15/ Council Meeting:

The attached agreement has been developed based upon the City's standard commissioned art agreement. It incorporates the proposal by Nathan Pierce that was selected by Council on 3/20/23. Lighting has been incorporated into the scope of the proposal. The City will be responsible for constructing the base/footing, the artist is responsible for its design. The City is responsible for extending power to the base and installing the external up lighting, the artist is responsible for including up lighting boxes/conduit into the design of the base/footing as well as providing LED lighting as an integral part of the round component of the artwork. The other acrylic elements are not thick enough to incorporate internal lighting in the same manner contemplated for the round acrylic element. The external up lighting will be mounted to the base. The agreement with the artist provides a fee of \$96,000. The city will be responsible for the cost of the base/footing (no cost estimate at this time) in addition to the artist fee as well as the cost to extend power to sculpture for lighting (\$7k estimated cost). There is \$114,000 available for this project and it should be sufficient to cover all of the costs anticipated.

#### For 3/20/23 Council Meeting:

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.

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

### What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?



## Financial Impact

Amount of Request: \$96,000	
Budgeted Item?	Budgeted Amount: \$114,000 with \$70k coming from St. Lukes 1% for art contribution.
Line Item Code/Description: 5217-101 Public Art Purchase	

## Additional Information

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

### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	5/9/2023 - 3:59 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Gateway Art Agreement with Nathan Pierce	Cover Memo
▣ Proposal- Origin by Nathan Pierce	Cover Memo
▣ Origin Design Details	Cover Memo



## **AGREEMENT FOR GATEWAY SCULPTURE** [“Title”]

**THIS AGREEMENT**, (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Roeland Park, Kansas (the “City”) and Nathan Pierce, (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:** “Origin”

**General Description:** The sculpture will sit on a concrete base designed to protect the sculpture from vehicles. The frame will be stainless steel with acrylic accents fastened to the stainless elements. The blue (circle) element will be lit to luminesce, and the sculpture will be lit from below. See Exhibit A for additional description as well as renderings.

**Dimensions:** 8 feet wide by 20 feet tall.

**Media:** Stainless steel structure with acrylic accent elements attached.

**Location/Installation:** Artwork will be fabricated and delivered to the City and installed on or before November 30, 2023. The installation is to occur at one of two site options selected by the City within the Roe Boulevard median to the south of the existing welcome sign and north of 48<sup>th</sup> Street. The final location will be reflected on a map as designated by the City (the “Designated Location”).

### **2. PAYMENT**

The City shall pay Artist the amount of \$96,000.00 for the performance of this Agreement as follows:

City shall pay the Agreement sum in installments with \$26,000.00 due to Artist at the commencement of the Agreement to cover the cost of materials. An additional \$35,000.00 payments will be made when the Artwork fabrication has reached 75% completion. A final payment of \$35,000.00 is to be paid only after the Artwork and base have 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.

Payment is based upon the cost summary in Exhibit B attached.

### **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 and such design shall reflect electrical conduit and junction boxes to provide lighting for the sculpture. The City shall extend and install electric circuits for the external lighting of the sculpture. Artist will collaborate with the City on the design of the base and footing. It shall be the City's responsibility to install the structural foundations for the Artwork at the Designated Location. The Artist will coordinate the connection of the Artwork's electrical lighting system to the City provided circuit. It is anticipated that the conduit and junction boxes for the circuit will be incorporated into the base located so that it is waterproof, easy to access and protected from mowers.
- (c) Base and Footing. The Artist's design for the base and footing shall be such that these elements provide protection to the Artwork from wayward vehicles and from adjacent lawn mowing/trimming operations. It is anticipated that a round reinforced concrete base and footing system will be employed for ease of design and construction as well as for cost effectiveness.

### **4. ARTIST- RIGHTS AND RESPONSIBILITIES**

(a) Design and Completion of Artwork.

- i. Artist shall determine the design and artistic expression of the Artwork, subject to the Approval of the City. The Artwork shall incorporate LED lighting of the blue (circle shaped) acrylic element such that it luminesces. The lighting should be designed so that it is simple to replace when it fails.
- ii. Artist shall deliver the Artwork to the site and supervise installation.
- 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 structural defects in craftsmanship, damage resulting from weather or unexpected wear to the Artwork for a period of one year from the Installation Date at the Designated Location.
- 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 in Exhibit A attached.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

## 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:

Nathan Pierce

[Artist]

1425 Merriwether Street, Cape Girardeau, MO 63703

[Address]

Npierce1s@hotmail.com

[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 Nielsen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven E. Mauer, City Attorney

**[ARTIST'S NAME]**

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

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

**EXHIBIT A**

(Artist Proposal)

## **EXHIBIT B**

### **Artist Cost Summary**

<b>Item</b>	<b>total</b>
<b>Materials</b>	
All Stainless-steel tubing bends (pre-order)	\$14,000.00
Stainless-steel other	\$4,000.00
Acrylic	\$3,500.00
Other	\$1,500.00
<b>Documentation</b>	
Design Development and engineering	\$9,000.00
<b>Construction</b>	\$36,500.00
Acrylic shaping	
fabrication	
CNC services	
<b>Delivery</b>	
Travel and Installation assistance	\$3,500.00
<b>Artist Fee</b>	
@25% of overall budget	\$24,000.00
<b>Project total</b>	<b>\$96,000.00</b>

## **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.



**“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,

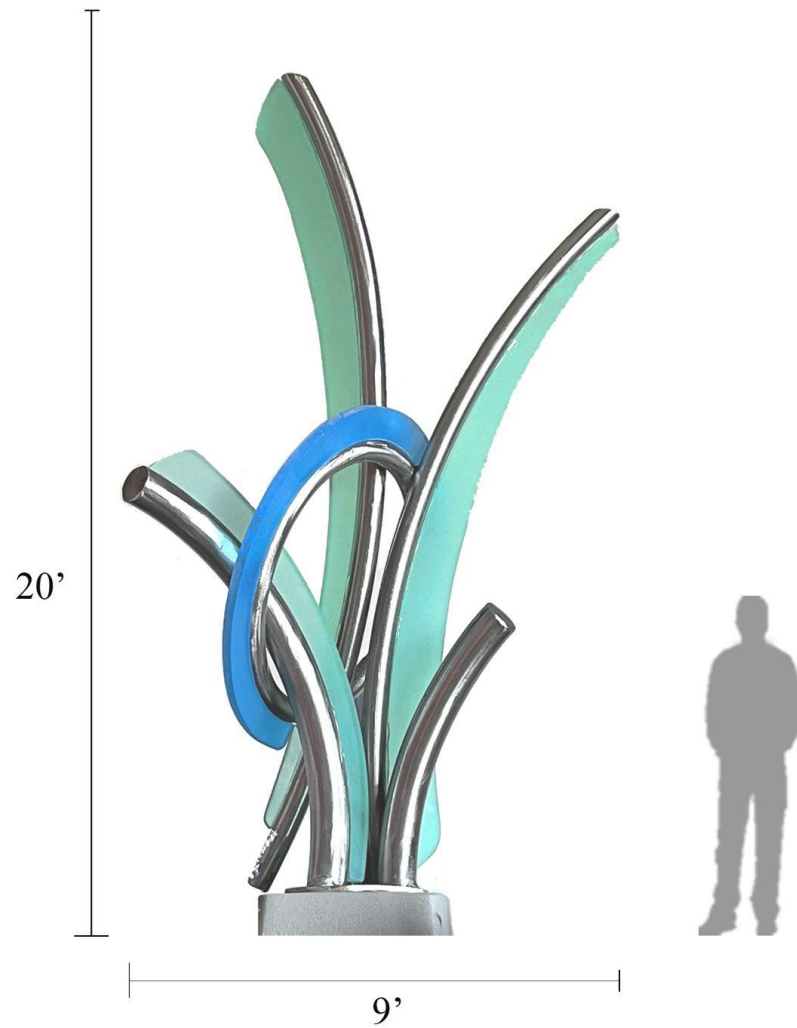
Nathan S Pierce



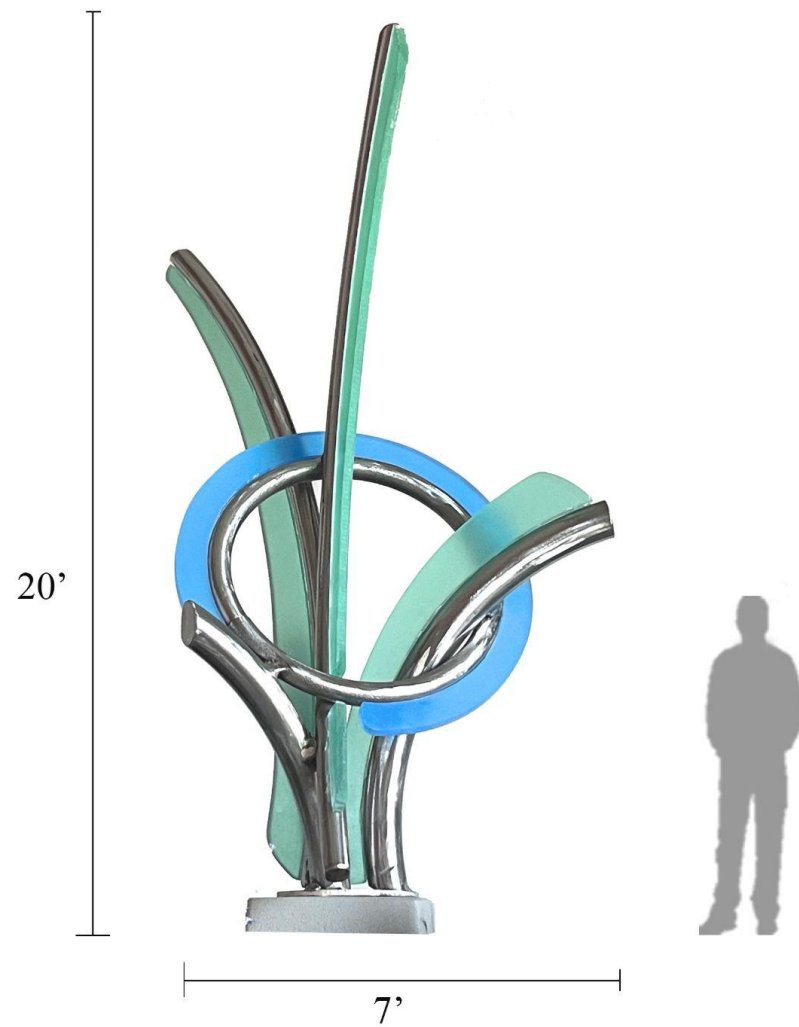
## Proposal Description

- 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' x 6'

Weight: 1000 lbs.

Medium: Stainless- Steel, Cast Acrylic

Date: 2021

Location: Indianapolis, IN

Commission Indianapolis Airport Authority

Budget n/a



# BlueBird

Dimensions: 12' x 9' 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>

**Item Number:** New Business- VIII.-A.  
**Committee** 5/15/2023  
**Meeting Date:**



## **City of Roeland Park**

### Action Item Summary

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**Date:** 5/11/2023  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Approve Facility Use Agreement with Johnson County Community College (10 min)**  
**Item Type:** Agreement

#### **Recommendation:**

**Staff recommends approval of a facility use agreement with Johnson County Community College to provide adult education classes at the Community Center.**

#### **Details:**

JCCC will be losing their space at the County Library in Merriam when the current facility closes. JCCC approached the City to determine if class/office space may be available in the community center. City and JCPRD staff met with JCCC staff to determine if such an arrangement would be mutually beneficial and discuss the operating details. The attached agreement reflects the responsibilities of the City and JCCC. JCCC adult education (those working on a GED) classes would occur during the day and evening during the school semesters.

The \$19,000 user fee is based upon a 25% discount of the hourly room rental rate. JCCC's government agency status is the basis for the discount. The agreement may be renewed four times, if renewed the fee will increase 3%. Either party may terminate the agreement with 90 days prior notice to July 1. The user fee will be accounted for in the Community Center Fund and help defray the annual operating costs of the Community Center.

The agreement has been approved by JCCC and City legal counsel.

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

### Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: 4279-290 Facility Rental	

### Additional Information

#### REVIEWERS:

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	5/9/2023 - 3:16 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Facility Use Agreement with JCCC	Cover Memo



**FACILITY USE AGREEMENT BETWEEN  
JOHNSON COUNTY COMMUNITY COLLEGE  
AND  
CITY OF ROELAND PARK**

1. The City of Roeland Park (“City” or “Contractor”) will permit Johnson County Community College (“JCCC”) to use office and classroom space in its Community Center located at 4850 Rosewood Drive, Roeland Park, KS 66205 (“the RPCC”), of the description and during the dates and times specified in Attachment 1, for the purpose of providing Adult Education (AE) classes to adults at no cost to the students.
2. The initial period of this Agreement shall be **July 1, 2023, to June 30, 2024**, for an annual cost of \$19,000 to be paid in advance in quarterly installments. This Agreement shall renew annually on the anniversary date for four (4) additional years, unless notice is given by either party at least 90 days prior to the anniversary date. During extension periods, all terms and provisions of this Agreement shall remain in effect. The annual cost for each subsequent renewal will be as follows:

July 1, 2024 to June 30, 2025	\$19,570
July 1, 2025 to June 30, 2026	\$20,157
July 1, 2026 to June 30, 2027	\$20,761
July 1, 2027 to June 30, 2028	\$21,385
3. The City will provide, at no additional cost to JCCC, the following:
  - a. Means to access the RPCC, to include keys, key cards, or access cards;
  - b. Means to lock the offices;
  - c. A desk and chair in each office;
  - d. Adequate tables and chairs in meeting rooms to accommodate up to 20 students per room;
  - e. Access to restrooms;
  - f. Internet service or wi-fi access;
  - g. Monitors in each classroom space of sufficient size and proximity for students to view information projected.
4. JCCC employees and students in the Johnson County Adult Education classes will adhere to the policies and regulations of City and of the Johnson County Parks and Recreation District concerning the use of the RPCC.
5. No joint venture, partnership, or agency relationship between the parties is created by this Agreement. Each party shall be responsible only for its own acts or omissions and the acts or omissions of its employees, representatives, and agents.
6. The City will retain responsibility for utilities, maintenance, and housekeeping of the office and classroom spaces.
7. JCCC will provide all personnel and materials needed for operations.
8. The City warrants that the RPCC, including meeting rooms, restrooms, and parking lot, meets the Americans with Disability Act Accessibility Guidelines; see 28 CFR §§ 35.150, 35.151.
9. Either party may terminate this Agreement for any reason by written notice to the other party of not less than 180 calendar days.

10. The City will maintain throughout the duration of this Agreement commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate liability insurance and naming “Johnson County Community College, its agents, its employees, and its assigns” as additional insureds.
11. Both parties acknowledge and agree to the terms and conditions set forth in “Contractual Provisions Attachment” (Form DA-146a, Rev. 07-19), which is attached hereto as Attachment 2, incorporated herein by this reference, and made a part of this Agreement. In this Attachment 2, the terms “State of Kansas” or “State” or “agencies” shall be interpreted as referring to JCCC and the term “Contractor” shall be interpreted as referring to the City.
12. This Agreement is subject to approval by the College’s Board of Trustees, which is expected to occur at the May 11, 2023 Board meeting; however, if such approval is not granted, the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.
13. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. As such, the College is only obligated to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during JCCC’s then-current budget year or (b) funds made available from any lawfully operated revenue producing source.
14. JCCC’s liaison overseeing the services provided under this Agreement is Johnson County Adult Education Program Operations Coordinator, Kayla Harrity, who is located at Johnson County Community College, 12345 College Boulevard, Box 67; Phone: (913) 469-3003; [kharrit1@jccc.edu](mailto:kharrit1@jccc.edu).
15. Notices or inquiries concerning the Agreement terms and renewal thereof should be directed to the Procurement Services buyer at the contact information provided on the cover page of this Agreement.
16. Notices or inquiries to the City should be addressed to: Keith Moody, Roeland Park City Administrator, who is located at 4600 West 51<sup>st</sup> Street, Roeland Park, KS 66205; Phone (913)722-2600; [kmoody@roelandpark.org](mailto:kmoody@roelandpark.org).
17. The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement on behalf of their respective parties.

JCCC Buyer	JCCC Project Liaison	City of Roeland Park
Jim Feikert - Executive Director, Procurement Services <a href="mailto:jfeikert@jccc.edu">jfeikert@jccc.edu</a> 913-469-3299 dir	Kayla Harrity - Adult Education Program Operations Coordinator <a href="mailto:kharrit1@jccc.edu">kharrit1@jccc.edu</a> 913-469-3003	Keith Moody - Roeland Park City Administrator <a href="mailto:kmoody@roelandpark.org">kmoody@roelandpark.org</a> 913-722-2600
Signature	Signature	Signature
Date	Date	Date

## Attachment 1

The City will provide the following spaces at the RPCC:

1. Two (2) Classroom Spaces to Accommodate up to 20 people each at Tables along with internet access to support instructors' and students' electronic devices:

Community Center Meeting Rooms Juniper A and Juniper B (approximately 28' x 32').

During the Academic Year, August to Mid-December and Mid-January to Mid-May (38-40 weeks), while JCCC classes are in session

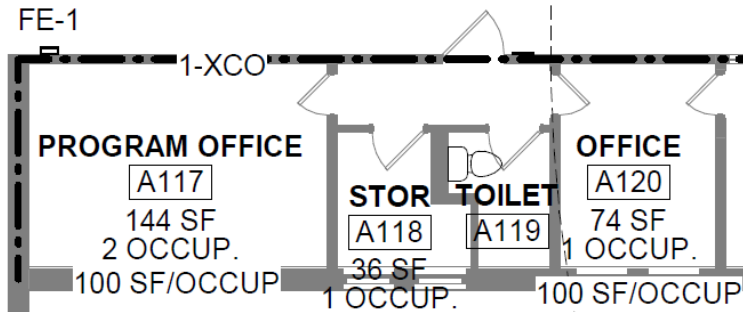
Four days per week: Mondays – Thursdays

Times: 8:15 am - 12:30 pm and 5:15 pm - 9:15 pm

Holidays observed by RPCC include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

2. Locking Office Space of at least 250 square feet:

Insert below reflects the office space available to JCCC for exclusive use, year-round.



## Attachment 2

State of Kansas  
Department of Administration  
DA-146a (Rev. 07-19)

### Attachment A

#### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:  
The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.  
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_ day of \_\_\_\_\_, 20\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Item Number:** New Business- VIII.-B.  
**Committee** 5/15/2023  
**Meeting Date:**



## **City of Roeland Park**

### Action Item Summary

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**Date:** 4/25/2023  
**Submitted By:** Chief Morris  
**Committee/Department:** Police / Safety  
**Title:** **Approve Patrol Car Purchase Changes (10 min)**  
**Item Type:** Other

#### **Recommendation:**

**To discuss the current order status of police patrol units and overview of the fleet.**

**\*\*\*\* New updated information on the police fleet purchase options to be presented to council by Chief Morris \*\*\***

#### **Details:**

Sgt. Honas will present to council information of the police patrol fleet and the status of our current order. We have three Ford Explorer Hybrid vehicles ordered and there is a delay on them being built because of a "Chip" shortage. (Slide presentation with Q & A )

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

#### **What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

#### **Financial Impact**

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

### Additional Information

Chief is out of town this date at KACP conference.

\*\*\* New information to be presented on 05/15/2023 by Chief Morris concerning the police fleet and available options to consider.

### REVIEWERS:

Department	Reviewer	Action	Date
Police	Morris, John	Approved	5/11/2023 - 3:03 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Police Fleet Update	Cover Memo
▣ Purchase Update	Cover Memo

# Police Fleet Update 2023



Patrol Fleet Vehicles (Except One) Over  
100,000 Miles.

Unit	Year	Make & Model	Mileage	Note
Fusion	2012	Ford Fusion	81,117	Travel -Training
232	2012	Ford Taurus	94,849	Det. / S.E.U.
244	2014	Dodge Ram	135,811	Patrol / Sup.
254	2014	Ford Explorer	151,896	Patrol
265	2015	Ford Explorer	118,382	Sgt. K9 Patrol
72	2022	Ford Explorer	19,612	Patrol
286	2016	Ford Explorer	123,313	Patrol
Chief	2017	Ford Escape	100,100	Chief
Motorcycle	2019	Harley	4,295	Traffic Unit

## **Roeland Park Police Department Patrol Vehicle Engine and Idle Hours**

**232 2012 Ford Taurus:** Idle hours 8234 Total hours 11773

**244 2014 Dodge Ram:** Idle hours 11094 Total hours 19288

**254 2014 Ford Explorer:** Idle hours 20329 Total hours 27823

**265 2015 Ford Explorer:** Idle hours 10710 Total hours 14962

**72 2022 Ford Explorer:** Idle hours 2414 Total hours 5702

**286 2016 Ford Explorer:** Idle hours 17082 Total hours 23317

**\*Studies have shown that 1 hour of idle time equals roughly 33 miles of driving.**

Source: Enterprise Fleet Management

Vehicle	Current Mileage	Total Maintenance 2015 - date	Repair Cost Per Mile	Repair Cost Per Engine Hour
Fusion	81,117	\$1259.86	0.01	Not Available
232 2012 Ford Taurus	94,849	\$11,527.01	0.12	0.97
244 2014 Dodge Ram	135,811	\$17,604.00	0.13	0.91
254 2014 Ford Explorer	151,896	\$26,130.65	0.17	0.93
265 2015 Ford Explorer	118,382	\$9,733.72	0.08	0.65
72 2022 Ford Explorer	19,617	\$170.00	0.008	0.02
286 2016 Ford Explorer	123,313	\$15,792.08	0.12	0.67
Chief 2017 Ford Escape	100,100	\$2925.82	0.02	Not Available

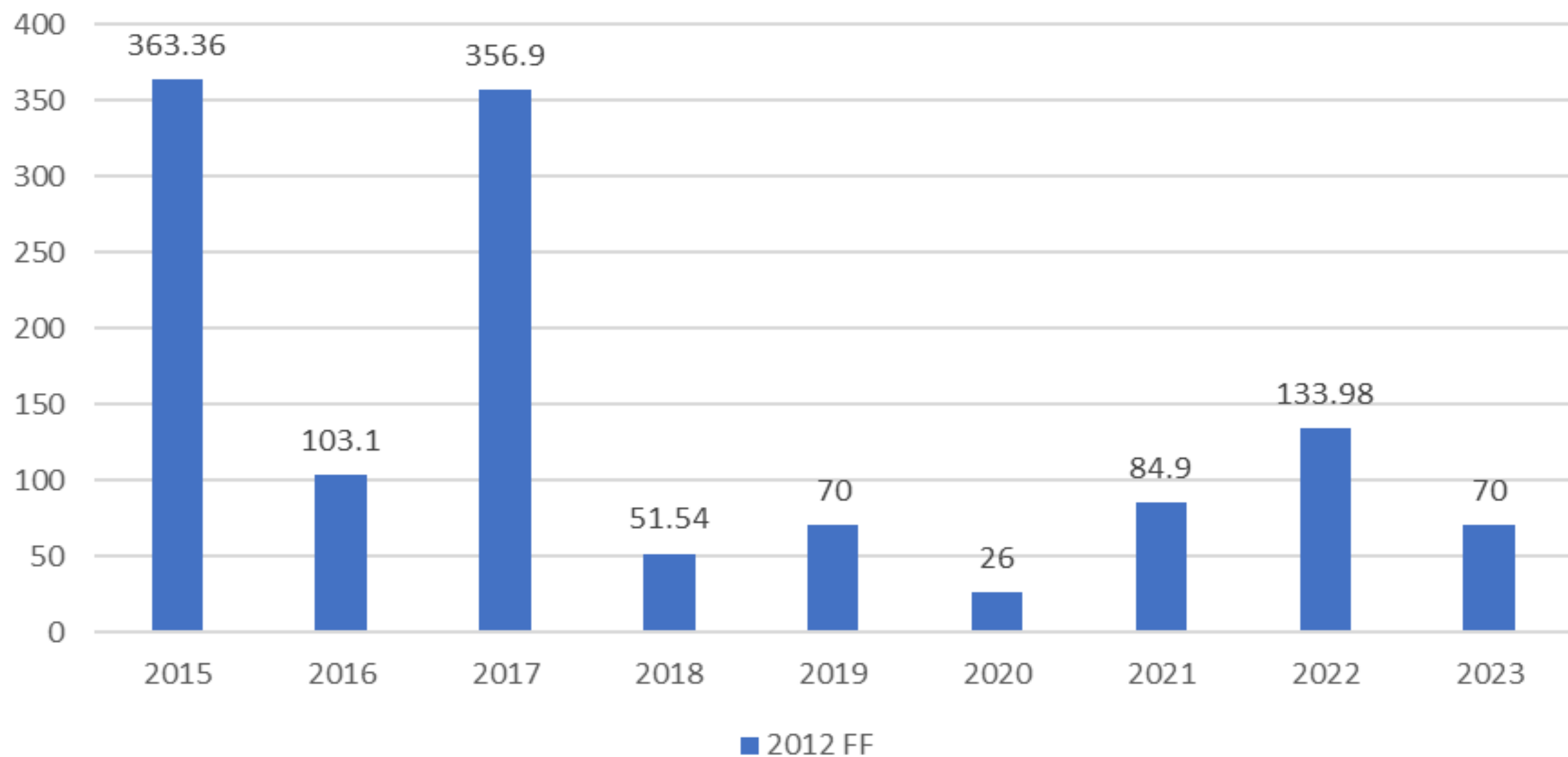
Repair Cost Per Year 2015 – To Date

[According to a report by Electrek<sup>1</sup>](#), over the average life of a patrol vehicle (5yrs/105,000mi), the Ford Police Interceptor's fuel and maintenance costs equate to roughly **\$0.187 per mile driven**,

[According to a report by Engine Patrol<sup>1</sup>](#), it would cost you around **\$732** to maintain a Ford Explorer every year

According to the information above of the **AVERAGE LIFE OF A PATROL VEHICLE**,  
Our Patrol Fleet (**EXCEPT ONE**) are over five years old and over 105,000 miles.

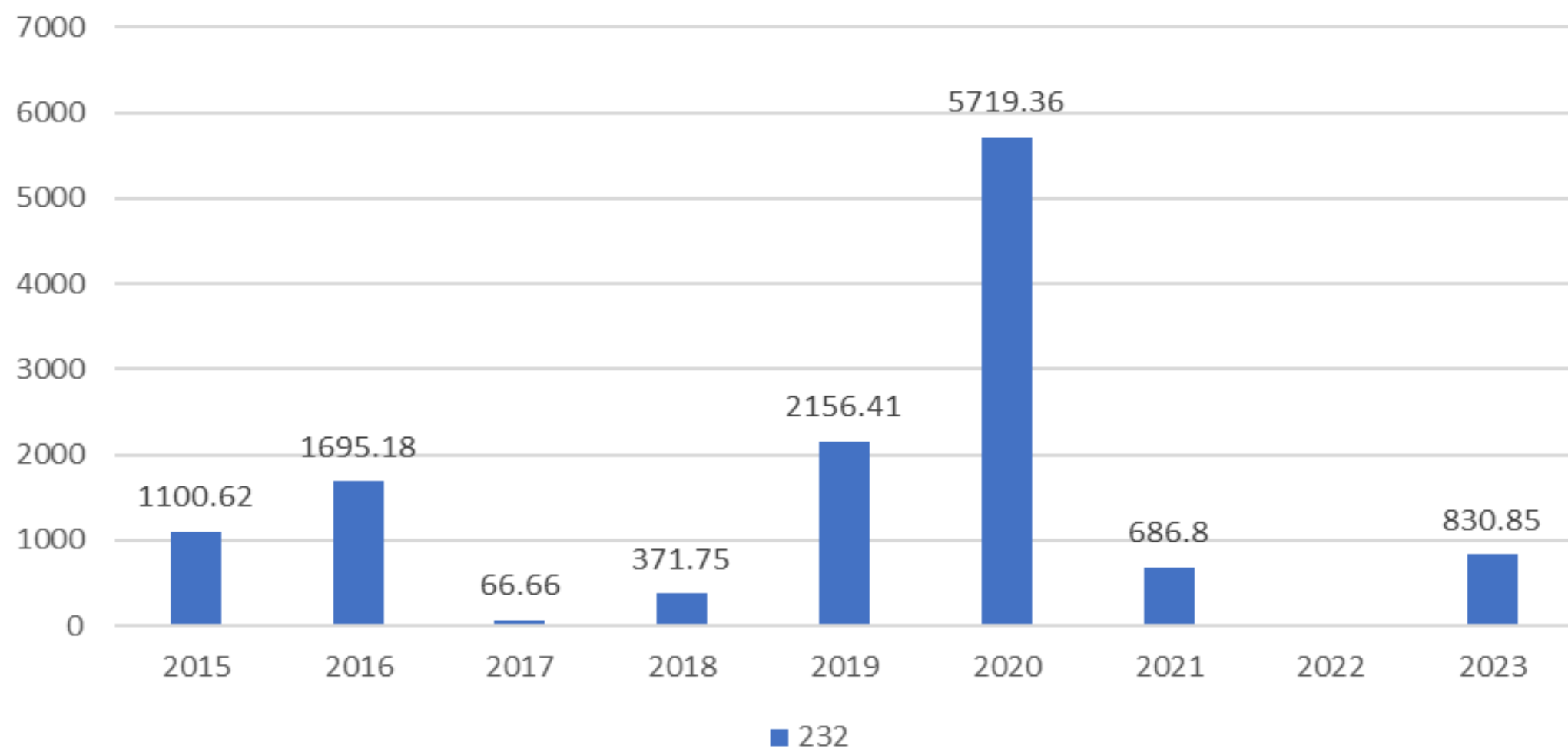
## FUSION / 2012 FORD FUSION - TRAVEL & TRAINING





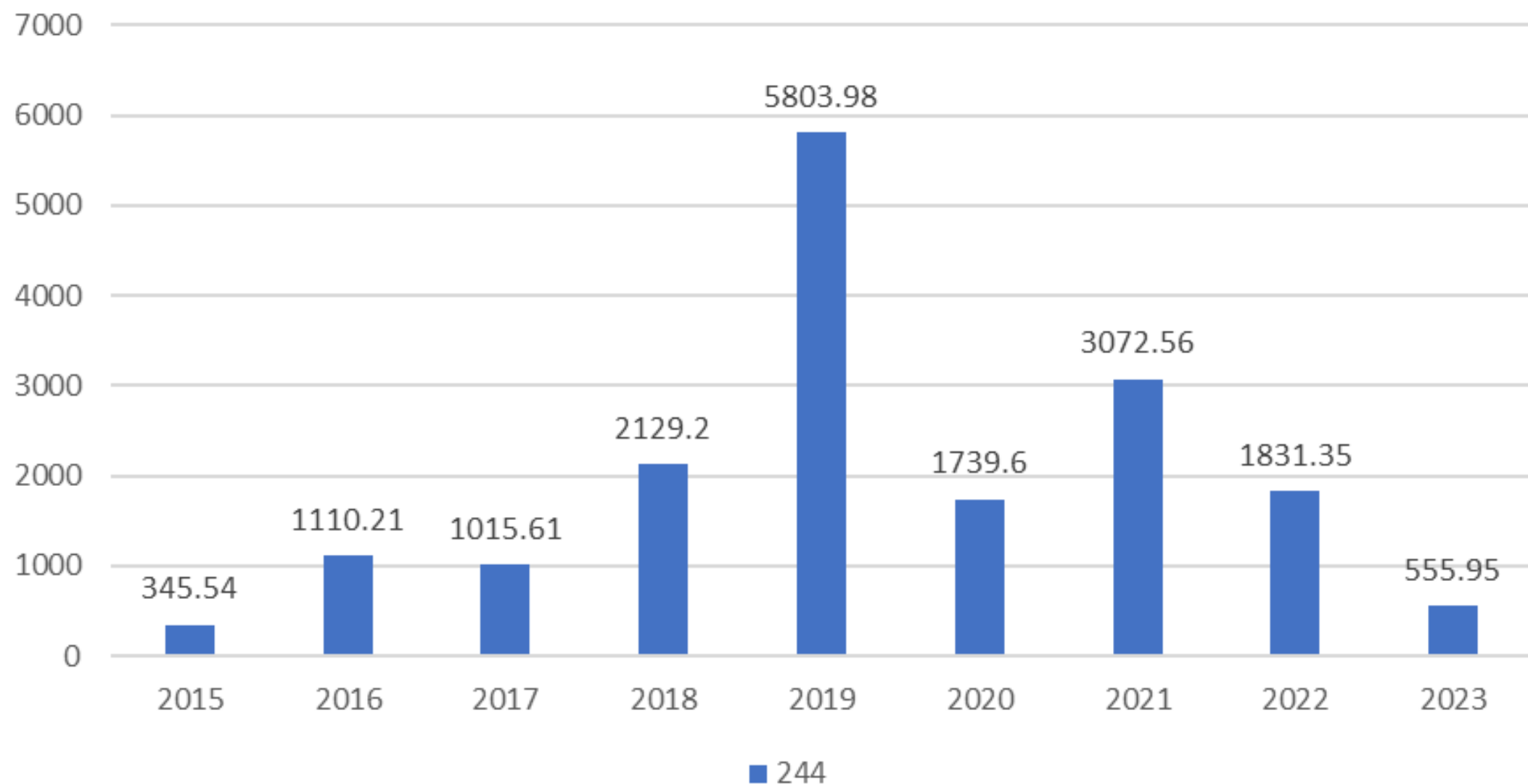


## 232 / 2012 FORD TAURUS - DETECTIVE S.E.U.





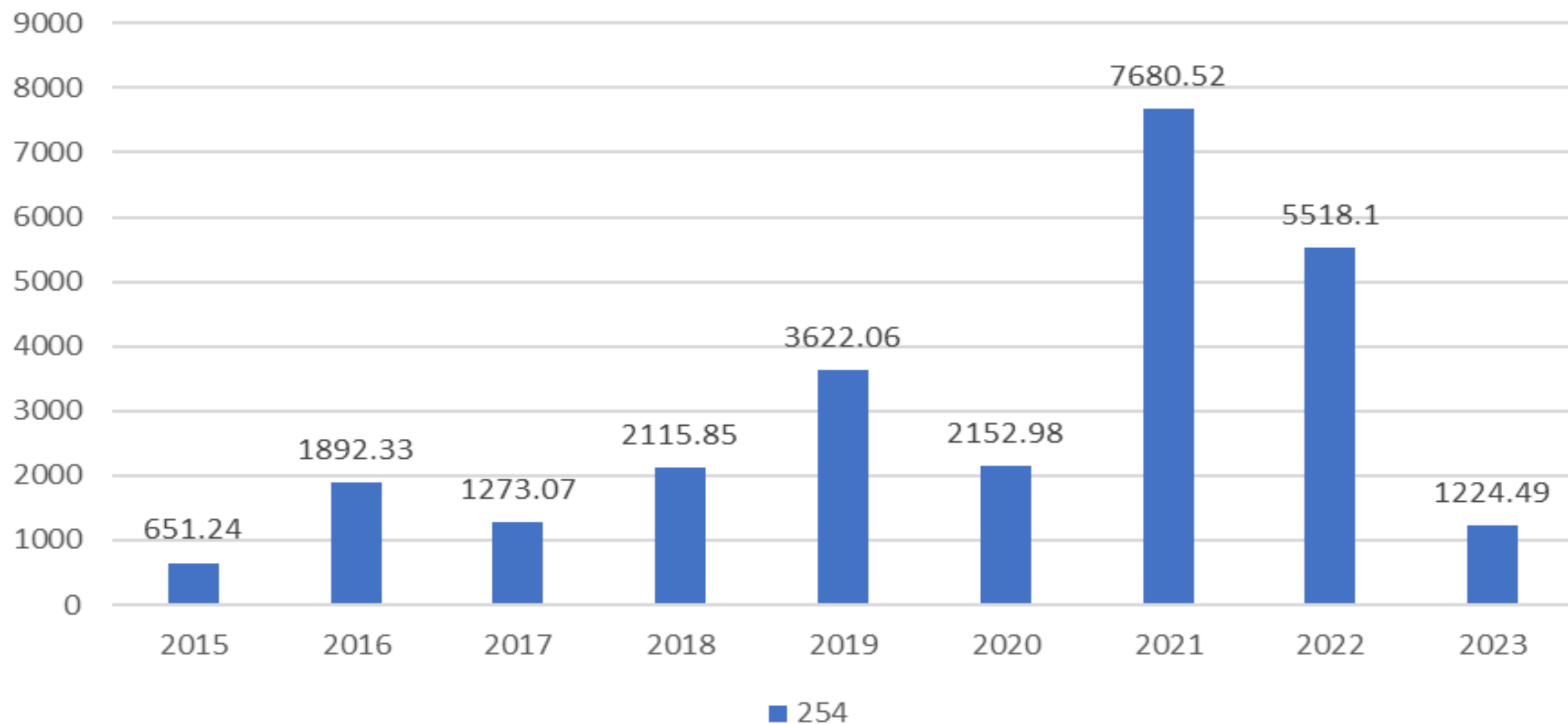
## 244 / 2014 DODGE RAM - PATROL SUPERVISOR







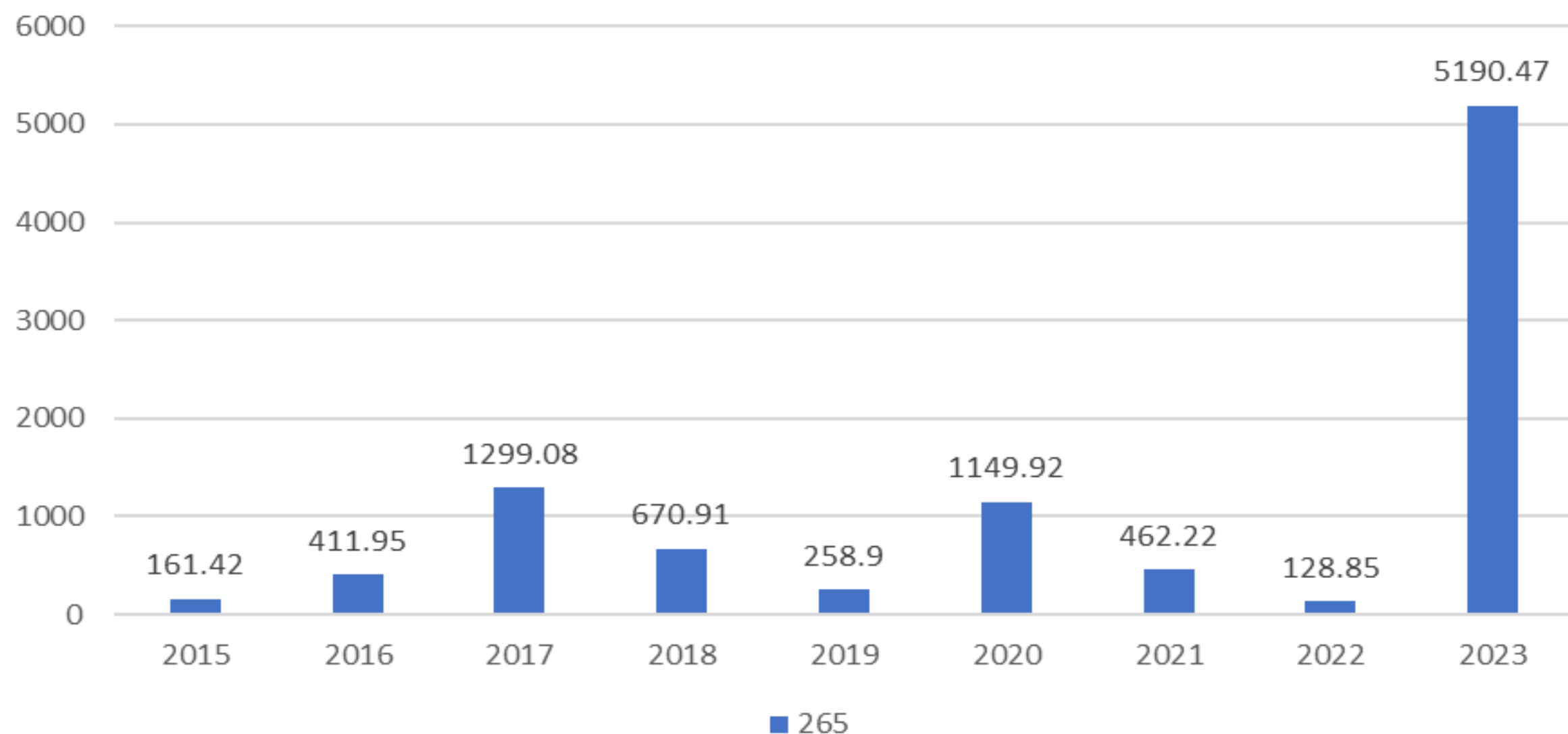
## 254 / 2015 FORD EXPLORER - PATROL







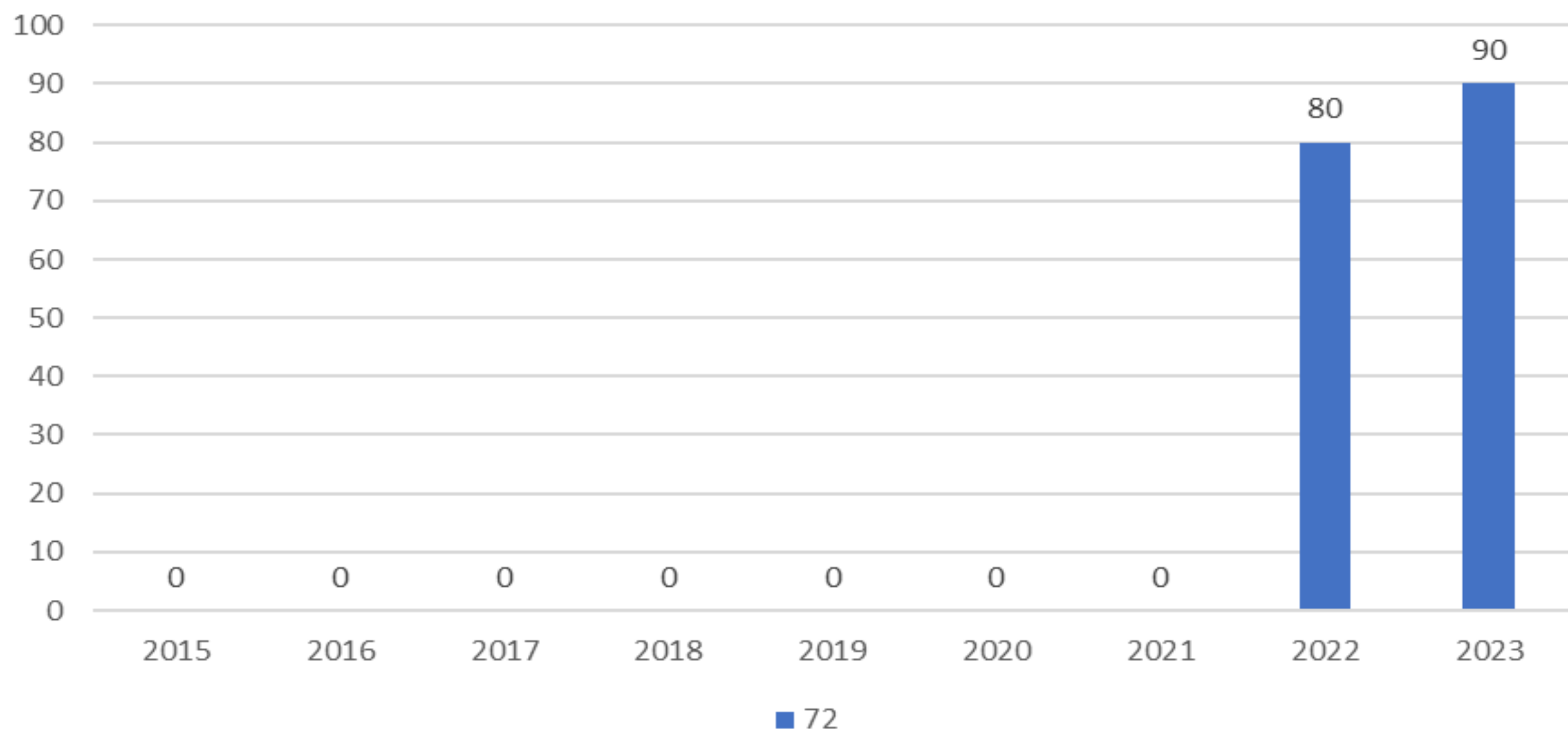
## 265 / 2015 FORD EXPLORER K9





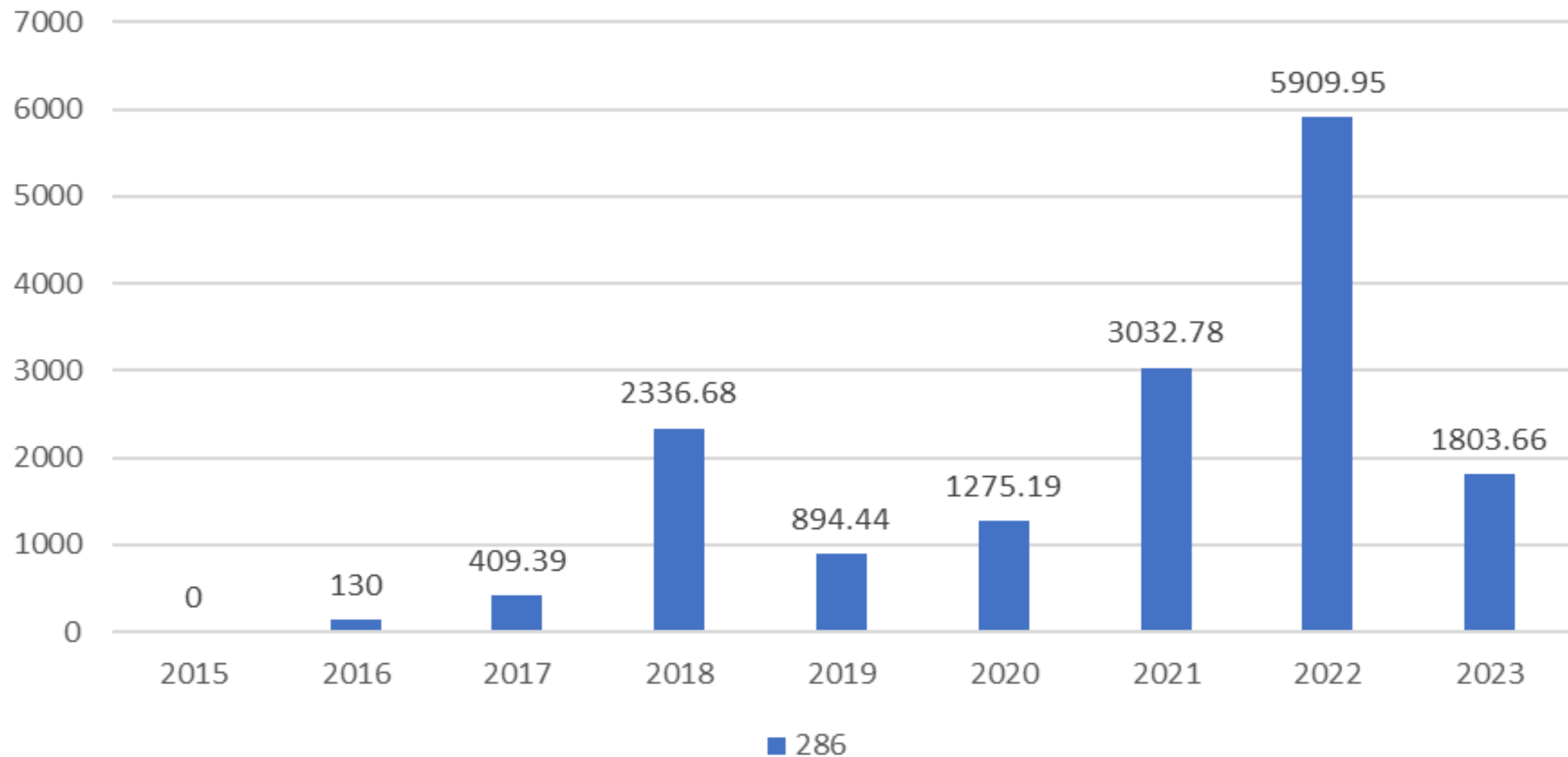


## 72 / 2022 FORD EXPLORER - PATROL



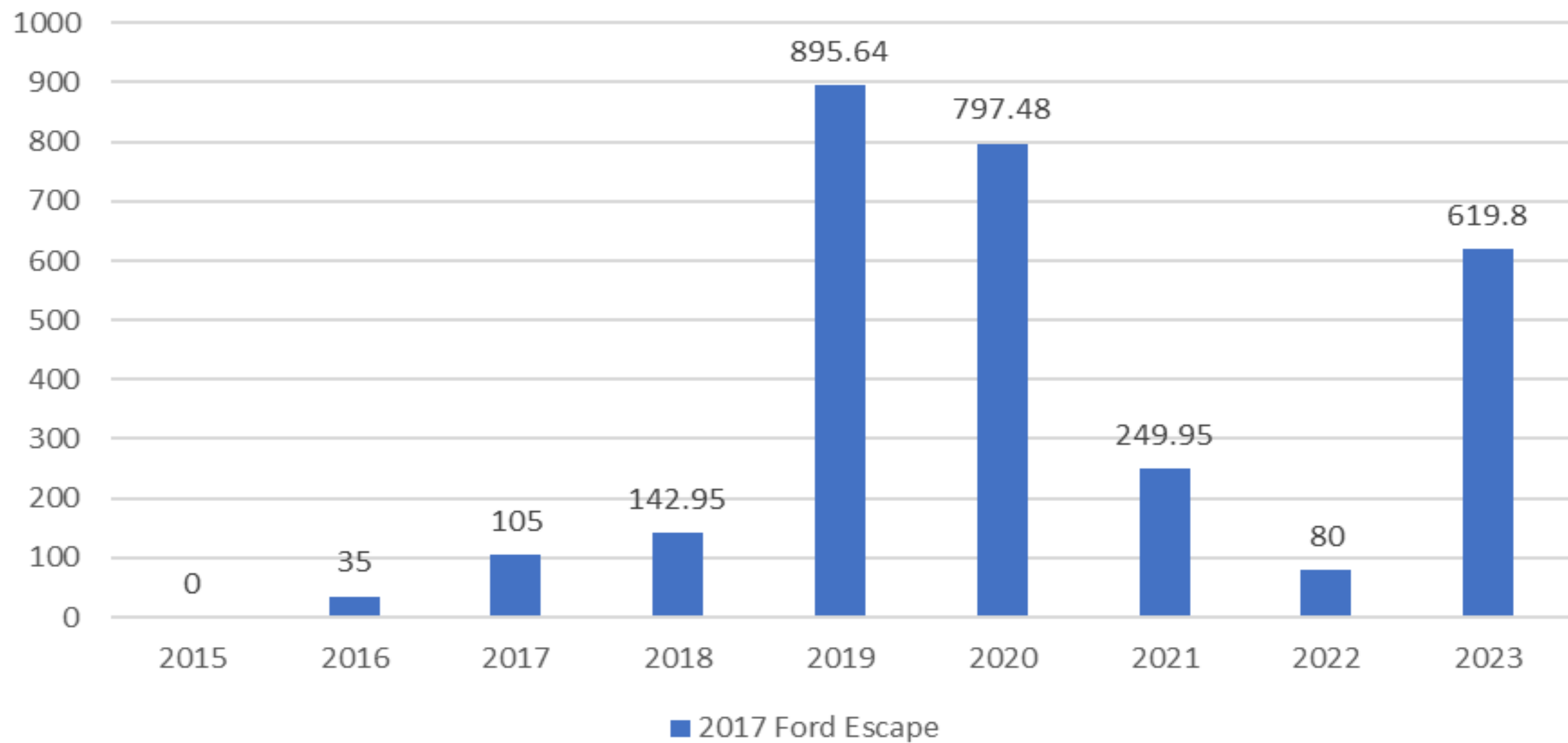


## 286 /2016 FORD EXPLORER - PATROL





## ESCAPE / 2017 FORD ESCAPE - CHIEF







The current Ford Explorer Hybrids are delayed being built due to a “chip” shortage. The 2022 models were never built, and we’ve ordered three new 2023 hybrid units with no guarantee of them being built.

Fleet is showing signs of being worn out and does not provide a positive image. Repairs continue to escalate as the units age. We have spent over \$13,000 for repairs so far this year, with the most recent cost of \$3000 for new catalytic converters on the highest mileage vehicle in the fleet.



A few pictures of our fleet. Some doors panels (2) need replacement at a cost \$3,131.38 They were repaired before and we were hoping new cars would of already arrived. Several seats have been recovered. Some painting touch-ups are scheduled for an estimate.













FLEX FLEX







Contact was made numerous times with the dealers on the Hybrids and they are still unaware as of April 27,2023 of the status.



## Options Available

- 1- Wait to see what happens for hybrids. \$44,589
- 2- Change to gas only Explorers if still available. Stock is **very limited**. One listed @ \$46,730 SM Ford.
- 3- Other vehicle(s) / Dodge Durango @ \$40,500 V6

K9 unit has concerns from already purchased equipment.

QUESTIONS ?



# POLICE VEHICLE PURCHASE UPDATE

Roeland Park Police Fleet / Patrol Division

# POLICE FLEET / PATROL DIVISION

The **Patrol Division** of the Police Department consists of **FIVE** main units.

- 1- Unit 244 / 2014 Dodge Ram
- 2- Unit 254 / 2014 Ford Explorer
- 3- Unit 265 / 2015 Ford Explorer K9
- 4- Unit 72 / 2022 Ford Explorer
- 5- Unit 286 / 2016 Ford Explorer



# THE CURRENT REPLACEMENT ORDER PENDING

There are **THREE** units on order that are pending.

- 1- 2023 Ford Explorer / Hybrid Specialized K9 Unit \$46,215 Possible late May – early June VIN#
- 2- 2023 Ford Explorer / Hybrid Patrol Unit \$44,589 Delivery unknown / No VIN #
- 3- 2023 Ford Explorer / Hybrid Patrol Unit \$44,589 Delivery unknown / No VIN #

Units without a known VIN # are probably not going to be built per Ford dealership contacts due to a “Chip Shortage”.



# 2023 ORDER BANK CLOSED FOR NEW CARS

New 2023 Police Patrol units available are **VERY** limited. The order bank for 2024 has not been announced.



# VEHICLE INFORMATION

1- Ford Explorer / Hybrid 3.3 L V6 18/28 MPG	\$44,589	Patrol	/	\$46,215 (K9)	Current Order
2- Dodge Charger 5.7 L V8 18/27 MPG	\$45,075	Available			
3 - Dodge Durango 3.6 L V6 18/25 MPG	\$40,500	Available			
4- Ford Explorer (Turbo) 3.0 L V6 18/27 MPG	\$49,000	Available			



# EQUIPMENT UPFITTING

Equipment we continue to use and install unless on rotation or worn out.

Radio / Video Camera / Radar / Digi Ticket / Computer

Equipment we usually replace with new vehicles unless compatible and in good condition:

LED Lights / Siren Control / Safety Partition / Equipment Console





# PURCHASE OPTIONS FOR CONSIDERATION

- 1- Keep the current order and hope they get built and delivered soon.
- 2- Keep the current order of the K9 unit , cancel the other two units and order different model.
- 3- Order Ford Explorer Turbo units if still available. (Had 4 left)

If the K9 unit is Not built, seek available options. K9 equipment already donated and purchased.

2024 orders and inventory may be limited because of supply and demand according to dealership contacts. The competition for new cars is very competitive among law enforcement agencies.





QUESTIONS ?

**Item Number:**       **Ordinances and Resolutions:- IX.-**  
                              **A.**  
**Committee**           **5/15/2023**  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:**                       **5/9/2023**  
**Submitted By:**       **Donnie Scharff, Director of Public Works**  
**Committee/Department:**   **Public Works**  
**Title:**                    **Resolution 702 to Approve 2024 to 2028 CARS Program**  
**Item Type:**             **Resolution**

**Recommendation:**

**Approve Resolution 702, a resolution approving the proposed 2024-2028 Five Year program under the County Assistance Road System (CARS).**

**Details:**

Staff has worked with our engineer to develop the City's 5-year plan for large street maintenance projects through the CARS program. A breakdown of these projects per year is as follows:

**2024** - Roe Blvd/Johnson Drive,

**2025** - Mission Rd, 47th St to 53rd St (joint with Westwood)

**2025** - 55th St, -Shawnee Mission Parkway to Roe Blvd (joint with Fairway)

**2026** - 51st St, Cedar St to Nall Ave

**2027** - 47th St, Roe Lane to Mission Road

**2028** - TBD

All projects are placed in the City's 5-year CIP accordingly. CARS will generally fund a cities #1 priority in the next year. Roeland Park will complete traffic signal replacement and pedestrian crossing improvements as part of a joint project with Mission in 2024. Roeland Park will complete Mission Rd between 53rd St & 47th St as joint project with Westwood in 2025.

For reference, cities submit projects for a 5-year period to assist with planning and budgeting. Most out year projects are place holders and cities have the flexibility to make changes to the project scope or locations.

**Community Impact:** Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

**What are the implications to intersectionality?**

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

**Financial Impact**

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: 0
Line Item Code/Description: 0	

**Additional Information**

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works	Moody, Keith	Approved	5/10/2023 - 3:09 PM

## Goals/Objectives & Terms

### ATTACHMENTS:

Description	Type
▣ Resolution 702 CARS 2024-2028	Cover Memo
▣ 2024-2028 CARS 5-Year Program	Cover Memo

**CITY OF ROELAND PARK, KANSAS  
RESOLUTION NO 702**

**A RESOLUTION APPROVING THE PROPOSED 2024-2028  
FIVE YEAR PROGRAM UNDER THE  
COUNTY ASSISTANCE ROAD SYSTEM.**

WHEREAS, the City Engineer has prepared 2024-2028 Five Year Program under the County Assistance Road System (CARS); and

WHEREAS, a copy of the proposed 2024-2028 Five Year Program and supporting documentation is attached hereto as Exhibit “A,” and incorporated herein by reference; and

WHEREAS, the City Council has reviewed the proposed 2024-2028 Five Year Program and supporting documentation and determined that they are acceptable and should be submitted for approval to the Board of County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

That the proposed 2024-2028 Five Year Program for the County Assistance Road System (CARS), including supportive documentation attached hereto as Exhibit “A” is hereby approved and shall be submitted for approval to the Board of County Commissioners of Johnson County, Kansas.

PASSED by the City Council this 15<sup>th</sup> day of May, 2023

\_\_\_\_\_  
Michael Poppa, Mayor

ATTEST:

\_\_\_\_\_  
Kelley Nielsen, City Clerk



**City of Roeland Park**

4600 W. 51<sup>st</sup> Street  
Roeland Park, KS 66205  
913-722-2600

---

April 25, 2023

Mr. Lee Kellenberger  
Urban Services Manager  
Johnson County Public Works  
1800 W Hwy 56  
Olathe, Kansas 66061

**RE: 2024-2028 CARS  
Report Roeland Park,  
Kansas**

Dear Kent:

Enclosed please find the 2024-2028 County Assistance Road System (CARS) report for The City of Roeland Park for inclusion in the Capital Improvements Program (C.I.P).

Thank you for your time on this matter and as always, please contact me with any questions or concerns at (913) 722-5435.

Sincerely,

Donnie Scharff  
Director of Public Works  
City of Roeland Park, Kansas

April 25, 2023

Keith Moody  
City Administrator  
City of Roeland Park  
4600 W. 51st Street  
Roeland Park, KS 66205

**RE: 2024-2028 CARS Report  
Roeland Park Kansas**

Dear Keith,

Enclosed please find the 2024-2028 County Assistance Road System (CARS) report that can be used to submit to Johnson County for inclusion in the CARS program.

Olsson Engineering utilized aerial imagery and field measurements to estimate the 2024 project.

The project information was obtained from Google imagery, JOCO AIMS Mapping System, inspection and historic knowledge of the projects. The engineer's estimates of probable costs were taken from estimates of project quantities and previous contractor bids.

You may contact me with any questions, or if you need additional information.

Sincerely,

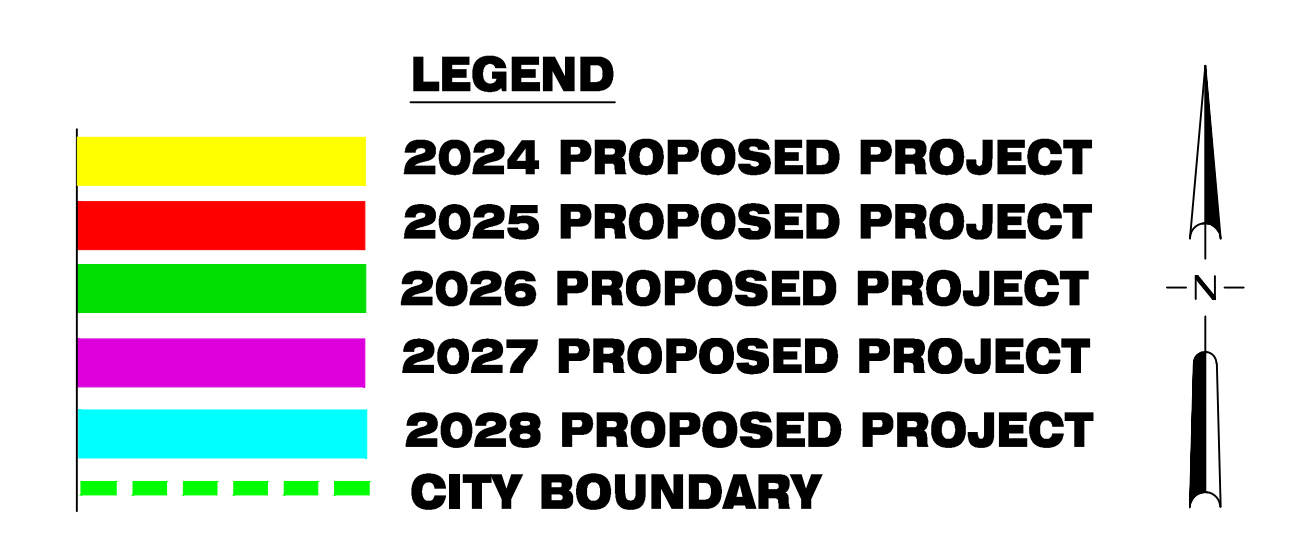
Lamp Rynearson



Daniel G. Miller, P.E.  
Civil Design Group Leader

email c: Project File  
Donnie Scharff, Public Works Director





## 2024 - 2028 CARS PROGRAM PROPOSED PROJECT LOCATIONS ROELAND PARK, KANSAS



# ENGINEER'S ESTIMATE - CARS APPLICATION

**Client:** City Of Mission Kansas  
**Project:** Roe - Rehabilitation - 63rd Street to Johnson Drive 2024 CARS  
**Project Number:** 018-3593  
**Date:** 4/12/2023

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
	<b>CITY OF MISSION</b>				
	FORCE ACCOUNT (Set)	1	LS	\$50,000.00	\$50,000.00
	HMA COMMERCIAL GRADE CLASS A OVERLAY (2")	1292	TON	\$110.00	\$142,120.00
	MILLING (2")	11482	SY	\$3.00	\$34,446.00
	ASPHALT PAVEMENT REPAIR (7")	323	SY	\$83.00	\$26,809.00
	COMBINED CURB & GUTTER REPLACEMENT, TYPE B	1616	LF	\$55.00	\$88,880.00
	REMOVE & REPLACE 4" CONCRETE SIDEWALK	775	SF	\$14.00	\$10,850.00
	SIDEWALK (4")	6790	SF	\$10.00	\$67,900.00
	SIDEWALK RAMP	12	EA	\$2,500.00	\$30,000.00
	REMOVE AND REPLACE DRIVEWAY (6")	60	SY	\$85.00	\$5,100.00
	INTEGRAL SIDEWALK RETAINING WALL	27	CU	\$1,800.00	\$48,600.00
	STAMPED COLORED CONCRETE 4"	503	SY	\$120.00	\$60,400.00
	CURB INLET THROAT REPLACEMENT	37	LF	\$75.00	\$2,775.00
	MEDIAN NOSE	2	EA	\$3,000.00	\$6,000.00
	CONVERT INLET TO JUNCTION BOX	1	EA	\$3,000.00	\$3,000.00
	MANHOLE ADJUSTMENT	7	EA	\$2,500.00	\$17,500.00
	GRATE INLET	1	EA	\$7,000.00	\$7,000.00
	15" RCP	32	LF	\$150.00	\$4,800.00
	18" RCP	85	LF	\$175.00	\$14,875.00
	30" RCP	33	LF	\$280.00	\$9,240.00
	36" RCP	49	LF	\$320.00	\$15,680.00
	SOD	1211	SY	\$7.50	\$9,082.50
	PAVEMENT MARKING	1	LS	\$15,000.00	\$15,000.00
	PROJECT SIGN (CARS)	1	EA	\$1,000.00	\$1,000.00
	TRAFFIC SIGNAL REPLACEMENT (JOHNSON DR)	1	LS	\$175,000.00	\$175,000.00
	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
	CONSTRUCTION INSPECTION	1	LS	\$49,000.00	\$49,000.00
				<b>TOTAL MISSION</b>	<b>\$915,057.50</b>
			<b>INFLATION TO 2024 DOLLARS</b>	<b>4.5%</b>	<b>\$41,360.60</b>
			<b>SUBTOTAL 2024 DOLLARS</b>		<b>\$956,418.10</b>
			<b>CONTINGENCY</b>	<b>15%</b>	<b>\$143,462.71</b>
			<b>OPINION OF PROBABLE COST</b>		<b>\$1,099,880.81</b>
	<b>CITY OF FAIRWAY</b>				
	FORCE ACCOUNT (Set)	1	LS	\$50,000.00	\$50,000.00
	HMA COMMERCIAL GRADE CLASS A OVERLAY (2")	655	TON	\$110.00	\$72,050.00
	MILLING (2")	5821	SY	\$3.00	\$17,463.00
	ASPHALT PAVEMENT REPAIR (7")	33	SY	\$83.00	\$2,739.00
	COMBINED CURB & GUTTER REPLACEMENT, TYPE B	216	LF	\$55.00	\$11,880.00
	REMOVE & REPLACE 4" CONCRETE SIDEWALK	501	SF	\$14.00	\$7,014.00
	SIDEWALK (4")	600	SF	\$10.00	\$6,000.00
	SIDEWALK RAMP	3	EA	\$2,500.00	\$7,500.00
	MANHOLE ADJUSTMENT	1	EA	\$2,500.00	\$2,500.00
	30" RCP	33	LF	\$175.00	\$5,775.00
	36" RCP	49	LF	\$200.00	\$9,800.00
	42" RCP	64	LF	\$600.00	\$38,400.00
	48" RCP	75	LF	\$600.00	\$45,000.00
	SOD	170	SY	\$7.50	\$1,275.00
	PAVEMENT MARKING	1	LS	\$7,500.00	\$7,500.00
	PROJECT SIGN (CARS)	1	EA	\$1,000.00	\$1,000.00
	TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
	CONSTRUCTION INSPECTION	1	LS	\$15,400.00	\$15,400.00
				<b>TOTAL FAIRWAY</b>	<b>\$321,296.00</b>
			<b>INFLATION TO 2024 DOLLARS</b>	<b>4.5%</b>	<b>\$14,522.58</b>
			<b>SUBTOTAL 2024 DOLLARS</b>		<b>\$335,818.58</b>
			<b>CONTINGENCY</b>	<b>15%</b>	<b>\$50,372.79</b>
			<b>OPINION OF PROBABLE COST</b>		<b>\$386,191.37</b>



## ENGINEER'S ESTIMATE - CARS APPLICATION

**Client:** City Of Mission Kansas  
**Project:** Roe - Rehabilitation - 63rd Street to Johnson Drive 2024 CARS  
**Project Number:** 018-3593  
**Date:** 4/12/2023

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
	<b>CITY OF ROELAND PARK</b>				
	FORCE ACCOUNT (Set)	1	LS	\$10,000.00	\$10,000.00
	SIDEWALK RAMP	1	EA	\$2,500.00	\$2,500.00
	TRAFFIC SIGNAL REPLACEMENT (JOHNSON DR)	1	LS	\$175,000.00	\$175,000.00
	CONSTRUCTION INSPECTION	1	LS	\$10,700.00	\$10,700.00
				<b>TOTAL ROELAND PARK</b>	<b>\$198,200.00</b>
				<b>INFLATION TO 2024 DOLLARS</b>	<b>4.5%</b>
				<b>SUBTOTAL 2024 DOLLARS</b>	<b>\$207,158.64</b>
				<b>CONTINGENCY</b>	<b>15%</b>
				<b>OPINION OF PROBABLE COST</b>	<b>\$238,232.44</b>
	<b>CITY OF PRAIRIE VILLAGE</b>				
	FORCE ACCOUNT (Set)	1	LS	\$5,000.00	\$5,000.00
	HMA COMMERCIAL GRADE CLASS A OVERLAY (2")	32	TON	\$110.00	\$3,520.00
	MILLING (2")	282	SY	\$3.00	\$846.00
	COMBINED CURB & GUTTER REPLACEMENT, TYPE B	21	LF	\$55.00	\$1,155.00
	REMOVE & REPLACE 4" CONCRETE SIDEWALK	50	SF	\$14.00	\$700.00
				<b>TOTAL PRAIRIE VILLAGE</b>	<b>\$11,221.00</b>
				<b>INFLATION TO 2024 DOLLARS</b>	<b>4.5%</b>
				<b>SUBTOTAL 2024 DOLLARS</b>	<b>\$11,728.19</b>
				<b>CONTINGENCY</b>	<b>15%</b>
				<b>OPINION OF PROBABLE COST</b>	<b>\$13,487.42</b>

**OPINION OF PROBABLE COST 2024 DOLLARS**

**\$1,737,792.03**

**NOTES:**

1 Quantites based on Aerial image and field measurements



**CARS Form A**  
**2024-2028 Project Application for the**  
**County Assistance Road System (CARS) Program**

*Submit one form for each project.*

***Submittals due by April 28, 2023 \****

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Submitting city	City priority ranking	
Project location		
Joint project with	Administering city	
Contact name and title		
Estimated project schedule: Start date (mm/yy)	Completion date (mm/yy)	
Current Average Daily Traffic (ADT)	Year	Accident history (Prior 3 years)
Project type	Sufficiency rating (bridge projects)	
Level of Service (LOS) [System Management projects only]	_____	Pavement condition

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Description of existing infrastructure/deficiencies (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/replaced.)

Description of proposed improvements (If it is a street, include the number of lanes, pavement width, pavement type, and other infrastructure to be improved/ replaced.)

**Total Project Cost Calculation**

	Design
	Right-of-way acquisition
	Utility relocation
	Other project costs
	Construction
Construction engineering (including testing services)	
	Total Project Cost

**Net CARS Eligible Cost Calculation**

Total reimbursable project cost	Construction+Construction engineering from above
Federal Aid funding	
State Aid funding	
Other non-Johnson County-city funding	
	Net CARS eligible costs

**CARS FUNDING REQUEST:**

NOTE: CARS funding request must be equal to or less than 50% of the Net CARS Eligible Costs above.

**Funding participation by other**  
**Johnson County Cities**

City name:  
City name:

Funding:  
Funding:

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Submitting city

City priority ranking

Project location

Joint project with

Administering city

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<hr/>	
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<hr/>	
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Level of Service (LOS) [System Management projects only] \_\_\_\_

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**Funding participation by other**  
**Johnson County Cities**

City name:

Funding:

City name:

Funding:



**County Assistance Road Program  
2024-2028 Program Summary Sheet  
Roeland Park, Kansas  
4-24-2023**

Priority	Administrating City	Project Location	Proposed Start/ Finish	Project Type	CARS Route Classification		Construction Cost	Design Cost	Const Eng	Total Project Cost	City Portion	CARS Funding
					Major	Minor						
1	Mission	Roe Avenue, Johnson Dr. to 63rd St.	4/2024 to 10/2024	Major Maintenance	x		\$1,665,000	\$75,000	\$75,000	\$1,815,000	\$132,300	\$870,000
2	Fairway	55th Street - Roe Blvd to SMPKY	4/2025 to 10/2025	Major Maintenance		x	\$557,170	\$60,000	\$46,545	\$663,715	\$255,419	\$301,857
1	Roeland Park	Mission Road (47th St to 53rd St)	4/2025 to 10/2025	Major Maintenance	x		\$1,544,950	\$185,394	\$139,046	\$1,869,390	\$606,393	\$841,998
1	Roeland Park	51st Street - City Limits to Cedar Street	4/2026 to 10/2026	Major Maintenance		x	\$570,142	\$68,415	\$51,313	\$689,870	\$379,143	\$310,728
1	Roeland Park	47th Street - Roe Lane to Mission Road	4/2027 to 10/2027	Major Maintenance		x	\$938,188	\$112,583	\$84,437	\$1,135,208	\$623,896	\$511,313