

RESOLUTION NO. R-25-70

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMIE JACOBSEN, DBA FARRIS WHEEL STUDIOS, LLC FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF A PUBLIC ART PIECE AT THE COMMUNITY DOG PARK.

WHEREAS, the City has agreed to enter into a partnership with the Houlihan Family to install an art piece at the dog park to honor the memory of Beth Houlihan, a former City employee and resident; and

WHEREAS, both the City and Houlihan family have agreed upon the artist and design of the proposed art piece; and

WHEREAS, the City of Gladstone (the "City") desires to enter into an agreement with Amie Jacobson, dba Farris Wheel Studios, LLC for the design, construction, and installation of a public art piece.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone is hereby authorized to execute an Agreement with Amie Jacobsen, dba Farris Wheel Studio, LLC for the design, construction, and installation of a public art piece for the community dog park .

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF NOVEMBER 2025.



Mayor Les Smith

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-25-70

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 10/31/2025

Department: General Administration

Meeting Date Requested: 11/10/2025

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to sign an Agreement with Amie Jacobsen, dba Farris Wheel Studios, LLC for the design, construction, and installation of a public art piece at the community dog park.

Background: The City of Gladstone wishes to dedicate a memorial piece of art at the community dog park in memory of the late Beth Houlihan, a former City employee, active resident, and respected civic leader. Beth's commitment to the community and her love for Gladstone left a lasting impact, and it is the City's intent to honor her life and service in a meaningful and lasting way through this memorial art piece. In determining an appropriate artistic tribute, the City worked closely with Beth's husband, John, and their daughter, Lauren, to select a concept that would reflect Beth's warmth, energy, and love of gardening and animals. After thoughtful discussions and consideration of several options, the Houlihan family chose artist Amie Jacobsen of Farris Wheel Studios, LLC to design and create the memorial. The proposed artwork will feature a stainless steel arch sculpted in a floral pattern, designed to interact with natural sunlight. As the sun passes over the piece, it will cast flower-patterned shadows onto the ground. The City had previously set aside \$20,000 in the Dog Park Project for the purpose of supporting public art at the site. The cost of the proposed artwork, however, exceeds that amount by \$18,500. The Houlihan family has graciously agreed to contribute the additional funding through a donation to the Gladstone Economic Betterment Corporation (GEBC) to cover the remaining balance. Upon approval and execution of the contract with the artist, installation and delivery of the artwork are anticipated in late spring or early summer of 2026. This memorial will serve as a lasting tribute to Beth Houlihan's spirit of service, community pride, and love of Gladstone, while also enhancing the beauty and character of the City's Dog Park

Budget Discussion: Funds are budgeted in the amount of \$ 20,000 from the General Fund, with an additional \$18,500 being donated by the Houlihan family for a total cost of \$38,500. Ongoing costs are estimated to be \$0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer
Department Director/Administrator

JA
City Attorney

BB
City Manager

COMMISSION AGREEMENT

This Commission Agreement ("Agreement") is made and entered into as of October 30, 2025, by and between:

Amie Jacobsen DBA Farris Wheel Studios, LLC, an independent artist with a principal place of business at 1450 W Lexington Ave. Independence, MO 64052 ("Artist"),
And The City of Gladstone, a municipal government organized under the laws of the State of Missouri ("City").

1. Commission and Scope of Work

The City hereby commissions the Artist to design and create original artwork as described in Exhibit A – Scope of Work, which is attached and incorporated by reference.

2. Compensation and Payment Terms

- The total commission amount shall not exceed \$38,500.
 - The City agrees to pay the Artist in two installments:
 - 40% after execution of this Agreement, due before March 2026.
 - 60% upon final delivery and acceptance of the completed artwork
 - The Artist shall submit invoices, and the City will make payments within thirty (30) days of invoice approval.
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3. Timeline and Termination

- This Agreement shall begin on October 31, 2025 and conclude on July 31, 2026, unless extended or terminated in writing.
 - Either party may terminate this Agreement with ten (10) days' written notice.
 - Upon termination, the City shall pay for all work satisfactorily completed through the termination date. Any unfinished artwork shall remain the property of the Artist unless otherwise agreed in writing.
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4. Independent Artist Status

The Artist is acting as an independent contractor and not as an employee, partner, or agent of the City. Nothing in this Agreement shall be interpreted to create an employment or agency relationship.

5. Copyright and Intellectual Property

- The Artist retains all copyrights under U.S. law in the artwork created under this Agreement.
 - The City is granted a perpetual, royalty-free, non-exclusive license to use, display, and reproduce the artwork for non-commercial and governmental purposes, with attribution to the Artist.
 - The Artist shall not create or authorize an exact duplicate of the final artwork without prior written permission from the City.
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6. Ownership of Artwork

- Upon final payment, the City shall gain full ownership of the physical artwork.
 - Preparatory materials (e.g., sketches, maquettes) remain the property of the Artist unless otherwise agreed.
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7. Site Preparation and Installation Access

- The City agrees to prepare the site for installation of the artwork, including the construction of any required concrete footing or foundation, as specified by the Artist.
 - The Artist agrees to provide the City with the recommended dimensions and specifications for the concrete footing or other required structural supports in a timely manner.
 - The City shall ensure the Artist has reasonable access to the site during agreed-upon installation dates to facilitate delivery and installation of the artwork.
 - The City is responsible for ensuring that the site is prepared by the scheduled installation date. If delays occur, both parties will agree on a revised timeline in writing.
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8. Insurance

The Artist shall maintain general liability insurance in reasonable commercial amounts during the term of this Agreement and provide proof upon request.

9. Indemnification

The Artist agrees to indemnify and hold harmless the City from any claims, damages, or losses arising out of the Artist's negligence or willful misconduct under this Agreement.

10. Compliance with Laws

The Artist shall comply with all applicable local, state, and federal laws and regulations in connection with the performance of this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute shall lie in Clay County, Missouri.

12. Entire Agreement

This Agreement, including any attached exhibits, represents the entire agreement between the parties. No oral statements or prior written material not specifically incorporated shall be of any force and effect. Modifications must be in writing and signed by both parties.

13. Signatures


ARTIST

By: 

Name: [Artist Name]

Date: 10/31/2025

CITY

By: 

Name: Robert M Baer

Title: City Manager - Gladstone, MO

Date: 11/11/2025

Exhibit A – Scope of Work

Concept design documents attached

Description

The Artist will design, fabricate, and deliver a site-specific sculptural trellis composed of steel, stainless steel, and cast glass elements. The sculpture will take the form of an arched canopy supported by painted steel stems and leaves, representing a cluster of daisies in bloom. Approximately twenty (20) daisy flower heads, each measuring about 26.5 inches in diameter, will form the upper canopy. The flower petals will be fabricated from marine-grade stainless steel with cast glass centers in vibrant shades of orange.

The structural stems and leaves will be fabricated from mild steel, painted in a durable exterior-grade green finish, supporting the stainless steel canopy above. The completed sculpture will measure approximately **10.5 feet wide, 10 feet 3 inches tall, and 5.5 feet deep.**

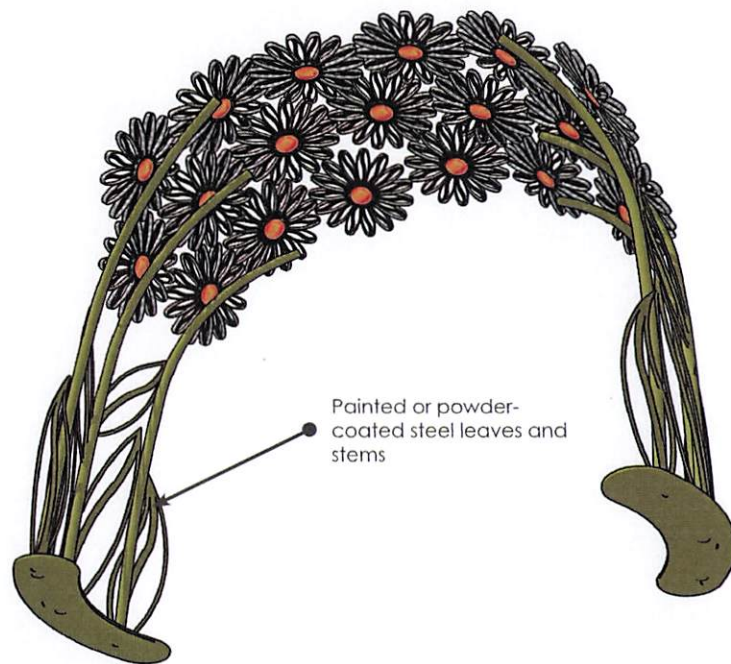
Artist will arrange for and provide delivery and installation of the artwork, including rental of lift equipment.

Timeline

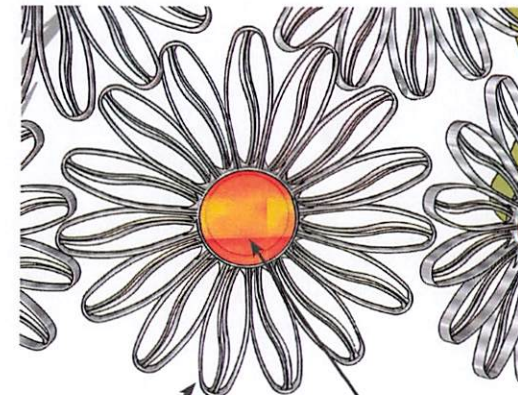
- **Contract Phase:** November–December 2025
(Execution of contract, initial coordination, and schedule confirmation.)
- **Design Finalization Phase:** March–April 2026
(Final design drawings, color selections, and concrete footing specification submitted for approval.)
- **Fabrication Phase:** May–June 2026
(Fabrication of steel and stainless components, casting of glass elements, and assembly in studio.)
- **Completion and Delivery: No later than July 31, 2026**
(Includes finishing, transport, and installation coordination.)

In the Shadow of Giants





Design Fee	\$2,000.00
Materials/Supplies: stainless steel bar, steel tubing, sheet metal, baseplate, shop supplies	\$5,000.00
Glass	\$3,000.00
laser cutting/forming	\$2,000.00
fabrication labor: 200 (5 weeks)	\$22,000.00
installation: equipment rental, 1 day labor for 2 people	\$3,000.00
paint/powdercoating	\$1,500.00
Total	\$38,500.00



Marine grade
stainless steel

Cast glass orange centers