MEETING AGENDA

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. SMP Marina Roof Repair – Cliff Middleton, Planning & Development Manager

   Issue: Consider results of the March 26, 2019 bid opening for the Shawnee Mission Park Marina Roof Repair Bid Request PRK-2019-08

B. Heritage Park Exchange Agreement – Bill Maasen, Superintendent of Parks & Golf Courses

   Issue: Consider an “Exchange Agreement” related to road widening and other road improvements impacting Heritage Park and replacing the lost land value in a location adjacent to Ernie Miller Park.

OTHER BUSINESS

ADJOURNMENT
Presented to: Parks & Golf Courses Committee  Meeting Date: 04/08/2019

Project Name/Identification: Bid Results for Shawnee Mission Park Marina Roof Repair Bid Request Number PRK-2019-08

Contact: Cliff Middleton, Planning & Development Manager  Phone: (913) 826-3425


BACKGROUND: The existing roof at the Shawnee Mission Park Marina Roof shows deterioration at the primary heavy timber beams. An engineering evaluation recommended replacement of the roof beams, decking, and exterior rock ballasted roofing system. The firm sfs architecture was hired to prepare design and bidding documents for the removal and replacement of the existing roof beams, roof decking, roof finish system, and associated components. The roof repair as designed meets the present code requirements including construction type. A partial roof repair has been completed to allow access to the facility and dock areas, however the remaining roof requires replacement to return the building to its original appearance and condition. Construction will begin on this project in September 2019 following the summer marina season. The project was bid now to allow for manufacturer of the long lead-time glulam beams.

ANALYSIS: A Bid Opening was conducted on March 26, 2019, with two (2) firms submitting bids. The project architect and Planning and Development Staff reviewed the results and checked contractor references and qualifications. Staff recommends accepting the bid submitted by Construction Management Services in the amount of $222,110.00.

FUNDING REVIEW: Are there funding implications involved?  ☑ Yes – explain: The budget for the Shawnee Mission Park Marina Roof Repair was established at $336,640.00 as part of the 2019 Capital Projects Plan. The project’s budget is adequate to fund this construction as well as soft costs and owner provided FFE.

ALTERNATIVES:

- Recommend consent approval as recommended by staff ................................................................. ☑
- Recommend consent approval as determined/modified by committee ...............................................
- Recommend discussion and action by the full Board at Board Meeting .............................................
- Recommend denial of request ..............................................................................................................
- Table for additional consideration ......................................................................................................
- Take no action ........................................................................................................................................
- Other: ....................................................................................................................................................

LEGAL REVIEW: Is Legal Counsel Review Required?  ☑ Yes – explain: Legal Counsel has reviewed the construction agreement forms included in the bid documents and will review completed contract documents following contractor selection and award by the Board.

SUGGESTED RECOMMENDATION/MOTION: It was the consensus of the committee to recommend Board consent approval to accept the low bid submitted by Construction Management Services, Incorporated in the amount of $222,110.00 for the Shawnee Mission Park Marina Roof Repair, Bid Request Number PRK-2019-08.

SUPPORTING DOCUMENTATION:

1. Bid Tabulation Sheet
2. Architect’s Letter of Recommendation
Johnson County Park & Recreation District

BID TABULATION

Project Name: Shawnee Mission Park Marina Roof Repair
Bid Request Number: PRK-2019-08
JCPRD Administration Building - Sunflower Room
7900 Renner Road, Lenexa, KS 66219
Bid Opening Date/Time: Tuesday, March 26, 2019 @ 2:00 pm

<table>
<thead>
<tr>
<th>COMPANY BIDDING</th>
<th>Base Bid Price ($)</th>
<th>Addendum Acknowledged (1-4)</th>
<th>Days to Complete</th>
<th>Bid Bond</th>
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<tr>
<td>Construction Management Services</td>
<td>$222,110.00</td>
<td>X</td>
<td>120</td>
<td>X</td>
</tr>
<tr>
<td>Quality Home Improvement</td>
<td>$295,000.00</td>
<td>X</td>
<td>230</td>
<td>X</td>
</tr>
<tr>
<td>Architect's Estimate</td>
<td>$350,736.00</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

STAFF RECOMMENDATION:
The P&D staff recommends approval of Construction Management Services, Incorporated for a total amount of $222,110.00.
April 1, 2019

Rick Findley
Project Manager
Johnson County Park & Recreation District
Marina, Shawnee Mission Park
18631 West 79th Street, Shawnee Mission, KS 66219

RE: JCPRD Shawnee Mission Park Marina Roof Repair
Bidder References and Qualifications Inquiry

Dear Rick,

As requested, SFS Architecture contacted references for Construction Management Services, Inc. representing the low bid of the two (2) total bids received.

Enclosed with this letter, is the Qualification Statement for Construction Management Services, Inc. which includes a list of professional references and projects. The qualifications attached also include work experience, project types and size (in terms of construction dollars). Construction Management Services, Inc. has demonstrated previous execution of Projects similar in scope and size (in terms of construction dollars) during the past five (5) years.

Construction Management Services, Inc.’s professional references for recent projects were complimentary of the level of service they received. Good communication, timeliness, responsiveness, being on schedule, attention to detail, and thoroughness were cited. Most would work with Construction Management Services, Inc. again in the future.

Based on our inquiries, SFS Architecture did not find any reason for JCPRD to withhold consideration for Construction Management Services, Inc.

Please call if you have questions or would like to discuss the subject further.

Sincerely,

[Signature]

sfs architecture
Dana Gould, AIA
Associate
Presented to: Parks & Golf Courses Committee  Meeting Date: 04/08/2019

Project Name/Identification: Heritage Park Exchange Agreement

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone: 913 826-3437

**ISSUE:** Consider an “Exchange Agreement” related to road widening and other road improvements impacting Heritage Park and replacing the lost land value in a location adjacent to Ernie Miller Park.

**BACKGROUND:** Johnson County Board of County Commissioners, working through Johnson County Public Works, is planning to widen 159th Street and the two intersection at Pflumm and Lackman within Heritage Park. The use of approximately 6.34 acres of JCPRD property has triggered a Federal requirement (Section 4(f)) to replace the acres lost for park and recreation uses with park property in a separate location. The “replacement property” equaling 9.22 acres will be located on the north end of Ernie Miller Park.

**ANALYSIS:** The replacement property at Ernie Miller Park will be incorporated into the park master plan. In addition, the land has been evaluated by an appraiser and meets the like-kind exchange requirements in JCPRD enabling statutes. JCPRD has completed its due diligence on this transaction and have found the property to be suitable for park and recreation uses.

**FUNDING REVIEW:** Are there funding implications involved? ☒ No ☐ Yes  **If Yes, explain:**

**ALTERNATIVES:**

- Recommend consent approval as recommended by staff .......................................................... ☒
- Recommend consent approval as determined/modified by committee ..................................
- Recommend discussion and action by the full Board at Board Meeting..................................
- Recommend denial of request...............................................................................................
- Table for additional consideration......................................................................................
- Take no action....................................................................................................................
- Other: ..................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

**LEGAL REVIEW:** Is legal counsel review required?  ☒ No ☐ Yes  **If yes, explain:**  JCPRD legal counsel drafted the Exchange Agreement and it has been approved by Johnson County legal staff.

**SUGGESTED RECOMMENDATION/MOTION:**

It was the consensus of the committee to recommend Board consent approval of the Heritage Park Exchange Agreement with the Board of County Commissioners.

**SUPPORTING DOCUMENTATION:**

1. Exchange Agreement
AGREEMENT FOR EXCHANGE OF RECREATIONAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF RECREATIONAL PROPERTY is made as of the last date of signature indicated below by and between the Board of County Commissioners of Johnson County, Kansas ("BOCC") and the Johnson County Park & Recreation District ("JCPRD") (collectively, BOCC and JCPRD are "Parties").

RECITALS

A. JCPRD owns real property south of 159th Street between Lackman Road and Pflumm Road, in Johnson County, Kansas, as more particularly described on Exhibit A (the “Heritage Park Property”).

B. K.S.A. 19-2868(i) authorizes, under certain conditions, JCPRD to exchange any tract of land for land similar in value, or exchange money and land for other land, suitable for park or recreation purposes.

C. Pursuant to K.S.A. 19-2868(i), in order for the BOCC to undertake a road improvement project, the BOCC and JCPRD desire to exchange the Heritage Park Property for the real property described on Exhibit B (the “Exchange Property”) and other valuable consideration, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOCC and JCPRD hereby agree as follows:

TERMS AND CONDITIONS

1. Transfer of the Exchange Property. It is understood and agreed by both parties that the BOCC is the owner of the Exchange Property, and the BOCC has the legal authority to convey the Exchange Property to JCPRD. The BOCC agrees to transfer to the JCPRD the Exchange Property as set forth in this Agreement. In addition, the BOCC shall pay to the JCPRD the total sum of $_______ at Closing. The JCPRD agrees contemporaneously transfer the Heritage Park Property to the BOCC at Closing.

2. Title Commitment - Heritage Property. The parties acknowledge and agree that a preliminary commitment ("Heritage Park Commitment") from First American Title Insurance Company (the "Title Company") has been obtained for an owner’s policy of title insurance ("Heritage Park Title Policy") in the amount of $_______, naming BOCC as the insured. The BOCC has no objections to the form or content of the Heritage Park Commitment.

3. Title Commitment - Exchange Property. The parties acknowledge and agree a preliminary commitment ("Exchange Property Commitment") from the Title Company has been obtained for an owner’s policy of title insurance ("Exchange Property Title Policy") in the amount of $_______, naming JCPRD as the insured. JCPRD has no objections to the form or the content of the Exchange Property Commitment.
4. Closing of This Transaction. The Closing of the transactions contemplated under this Agreement shall be consummated at the offices of the Title Company on the Closing Date, provided that the Closing Date may be changed by mutual agreement. The “Closing Date” shall be on or before __________, 2019.

At the Closing, JCPRD shall deliver to the BOCC a special warranty deed (the “Heritage Park Deed”) for the Heritage Park Property. At the Closing, the BOCC shall deliver to JCPRD a special warranty deed (the “Exchange Property Deed”) for the Exchange Property. The BOCC and JCPRD shall also execute and deliver such affidavits or documents as the Title Company may reasonably require for Closing. At the Closing, the parties shall also sign and deliver Closing statements prepared by the Title Company. The BOCC shall at Closing deliver the cash amounts described in Section 1 above by wire transfer. Each party shall pay for its own premium for the title policies. The parties shall deliver possession of the conveyed property at Closing.

5. Post-Closing Road Improvements to Heritage Park Property. After Closing, the BOCC, the City of Overland Park, Kansas, and the City of Olathe, Kansas, intend to undertake roadwork construction and improvements along 159th Street on and between Pflumm Road and Lackman Road, adjacent to Heritage Park’s north property line boundary to construct public right-of-way within the Heritage Park Property (“Road Improvements”). Road Improvements will be subject to future temporary construction easements granted by JCPRD at the time Road Improvements are to commence.

A. The Parties agree the Road Improvements will improve safety and mobility for the 159th Street corridor, which will improve patron access, including for persons with disabilities, to Heritage Park and the surrounding communities. However, the Parties also agree that Road Improvements will impact and disturb areas and amenities in Heritage Park adjacent to the Road Improvements and within the Heritage Park Property (“Park Facilities”). Park Facilities includes but is not limited to maintenance access roads, grassland or natural features, fencing, water retention ponds, park patron amenities, and trails.

B. The BOCC shall repair and return to their original state and normal working order any Park Facilities impacted or disturbed by the Road Improvements, all costs paid by the BOCC and subject to JCPRD’s approval.

6. Park Land Protections and Restrictions. The Parties evaluated the impact this Agreement and the subsequent Road Improvements would have on Heritage Park and determined it is a de minimis impact.

A. The Heritage Park Property is approximately 6.34 acres of Heritage Park’s total acreage of 1,238 acres and accounts for one-half of one percent (.5%) of Heritage Park’s park land. Therefore, the Road Improvements converting the Heritage Park Property to public right-of-way will not change or frustrate Heritage Park’s overall purpose for
outdoor public recreation uses. This Agreement and the Road Improvements will have a de minimis impact on Heritage Park park land and recreation uses.

B. Heritage Park is a Section 4(f) Property within the definition of Section 4(f) of the U.S. Department of Transportation Act of 1966, meaning Heritage Park is “publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, State, or local significance.” 23 CFR Ch. 1, § 774.17. As a Section 4(f) Property, Heritage Park must use the land as park land for recreation purposes.

C. As part of the Parties’ evaluation of this Agreement and Road Improvements, the Parties agree this Agreement and the subsequent Road Improvements will have a de minimis impact on Heritage Park and “will not adversely affect the features, attributes, or activities qualifying [Heritage Park] for protection under Section 4(f).” 23 CFR Ch. 1, § 774.17.

D. Heritage Park is subject to certain State and federal land protections as a Section 4(f) Property, including the Land and Water Conservation Fund Act of 1965 (“LWCF”) Section 6(f), which subjects JCPRD to restrictions on conversion or transfer of Heritage Park property interests for uses other than public outdoor recreation. 36 CFR Ch. 1, § 59.3.

1. JCPRD will convey the Heritage Park Property to the BOCC for BOCC to make Road Improvements. The Parties evaluated and considered all practical alternatives to the Heritage Park Property conveyance and Road Improvements for improving the 159th Street public right-of-way. Such alternatives would not improve the public right-of-way to serve Heritage Park and JCPRD patrons by increasing patron access and safer mobility to Heritage Park.

2. The BOCC shall exchange the Exchange Property for Heritage Park Property in satisfaction of LWCF Section 6(f) requirements and 36 CFR Ch. 1, § 59.3 for viable recreational uses. JCPRD and the BOCC agree the conveyance of Heritage Park Property is subject to LWCF Section 6(f) conversion requirements. The BOCC shall cooperate with JCPRD in satisfying all Section 6(f) conversion requirements, LWCF provisions, and any other applicable federal and state requirements pertaining to conveyance or conversion of public park land.

7. Due Diligence. BOCC shall permit JCPRD to perform due diligence inspections of the Exchange Property before Closing. JCPRD shall permit BOCC to perform due diligence inspections of the Heritage Park Property before Closing. Due diligence inspections include but are not limited to environmental studies. JCPRD and BOCC agree to pay their own respective costs related to any due diligence inspections either Party undertakes. Each Party is solely responsible for its respective costs and efforts necessary to return the other Party’s property to its original condition following due diligence inspections.

8. Proration and Adjustments. The Parties acknowledge and agree that there are no unpaid taxes,
general and special, or any assessments, that are a lien on the Heritage Property or the Exchange Property. The BOCC and JCPRD shall evenly split any Closing fees charged by the Title Company. All other costs and expenses incurred by either party hereto in connection with this Agreement or the transactions contemplated hereby shall, unless otherwise provided herein, be paid by the party incurring the expense.

9. Commissions. The BOCC and JCPRD represent that no broker or agent has participated in any manner in the negotiation of this Agreement or the Exchange Agreement and no sales commissions are validly owed to any broker or agent or any third party claiming under an agreement with BOCC or the JCPRD.

10. Notices. Any notice or delivery pursuant to this Agreement shall be given by electronic mail.

If to the BOCC:
Robert A. Ford, Assistant County Counselor at: Robert.ford@jocogov.org

If to JCPRD:
Fred Logan, attorney, at flogan@loganlaw.com

IN WITNESS WHEREOF, the BOCC and the JCPRD have duly executed this Agreement as of the _____ day of ___________, 2019.

BOARD OF COUNTY COMMISSIONERS,
Of JOHNSON COUNTY, KANSAS

By: ________________________________
   Ed Eilert
   Chairman,

Attest:

Lynda Sader, Deputy County Clerk

JOHNSON COUNTY PARK &
RECREATION DISTRICT

By: ________________________________
   Steve Baru
   Board Chair

Date: ______________________________
APPROVED AS TO FORM:

By: ____________________________
    Robert A. Ford
    Assistant County Counselor

APPROVED AS TO FORM:

By: ____________________________
    Fred J. Logan Jr.
    Counsel for the JCPRD Board
EXHIBIT A

[Heritage Park Property]

Tract 14

RIGHT-OF-WAY:
Permanent Right-of-Way over part of the Northeast Quarter of Section 16, Township 14 South, Range 24 East of the 6th P.M., in Johnson County, Kansas, being more particularly described as follows: COMMENCING at the Northeast corner of said Northeast Quarter; thence South 88°08’42” West, along the North line of said Northeast Quarter, a distance of 30.06 feet; thence South 01°51’18” East, departing said North line, a distance of 20.00 feet, to the POINT OF BEGINNING, said point also being at the intersection of the South Right-of-Way line of 159th Street and the West Right-of-Way line of Pflumm Road, as both are now established; thence South 01°41’27” East, along said West Right-of-Way line, a distance of 700.00 feet; thence North 04°55’21” West, departing said West Right-of-Way line, a distance of 360.52 feet, to a point on a non-tangent curve; thence Northerly and Northwesterly, along a curve to the left, having a radius of 1425.00 feet, a central angle of 03°09’20”, and whose initial tangent bearing is North 06°38’41” West, a distance of 78.48 feet, to a point of reverse curvature; thence Northwesterly and Northerly, along a curve to the right, having a radius of 1575.00 feet, and a central angle of 7°33’22”, a distance of 207.71 feet; thence South 88°08’42” West, a distance of 285.07 feet; thence South 85°48’52” West, a distance of 1,946.91 feet, to a point on the West line of said Northeast Quarter; thence North 01°41’27” West, along said West line, a distance of 40.00 feet, to a point on said South Right-of-Way line; thence North 88°08’42” West, along said South Right-of-Way line, a distance of 2,636.91 feet, to the POINT OF BEGINNING, containing 126,839.78 square feet or 2.91 acres, more or less.

AND

Tract 16

RIGHT-OF-WAY:
Permanent Right-of-Way over part of the Northwest Quarter of Section 16, Township 14 South, Range 24 East of the 6th P.M., in Johnson County, Kansas, being more particularly described as follows: COMMENCEING at the Northeast corner of said Northwest Quarter; thence South 01°41’27” East, along the East line of said Northwest Quarter, a distance of 20.00 feet, to the POINT OF BEGINNING, said point also being at the South Right-of-Way line of 159th Street, as now established; thence continuing South 01°41’27” East, along said East line, a distance of 40.00 feet; thence South 88°12’02” West, departing said East line, a distance of 1,954.42 feet; thence South 85°48’52” West, a distance of 360.29 feet; thence South 88°12’02” West, a distance of 285.00 feet; thence South 01°53’26” East, a distance of 285.00 feet; thence South 00°29’44” West, a distance of 360.29 feet; thence South 01°53’26” West, a distance of 100.00 feet; thence South 88°12’02” West, a distance of 40.00 feet, to a point on the East Right-of-Way line of Lackman Road, as now established; thence North 01°53’26” West, along said East Right-of-Way line, a distance of 800.00 feet, to the intersection of said South and East Right-of-Way lines; thence North 88°12’02” East along said South Right-of-Way line, a distance of 1,709.24 feet; thence South 01°47’58” East, continuing along said South Right-of-Way line, a
distance of 17.00 feet; thence North 88°12′02″ East, continuing along said South Right-of-Way line, a distance of 80.00 feet; thence North 01°47′58″ West, continuing along said South Right-of-Way line, a distance of 17.00 feet; thence North 88°12′02″ East, continuing along said South Right-of-Way line, a distance of 865.32 feet, to the POINT OF BEGINNING, containing 149,390.43 square feet or 3.43 acres, more or less.

**EXHIBIT B**

[Exchange Properties]

A tract of land over part of the Southeast Quarter of Section 22, Township 13 South, Range 23 East of the 6th P.M., in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast Quarter, said point also being the Southwest corner of a tract of land described in a deed, recorded in Book 3884, Page 483; thence North 02°11′26″ West, along the West line of said Southeast Quarter, and along the West line of said tract of land, a distance of 511.40 feet; thence North 87°50′52″ East, departing said West lines, a distance of 709.64 feet, to a point on the East line of said tract of land; thence South 38°07′08″ East, along said East line, a distance of 346.90 feet; thence South 51°52′52″ West, continuing along said East line, a distance of 392.70 feet, to the a point on the South line of said Southeast Quarter, said point also being the Southeast corner of said tract of land; thence South 87°50′52″ West, departing said East line, along said South line, and along the South line of said tract of land, a distance of 595.20 feet, to the POINT OF BEGINNING, containing 401,763 square feet or 9.22 acres, more or less.