

Minutes - DRAFT
Economic Development Ad-Hoc Committee
CITY of ROELAND
PARK
Wednesday, July 27, 2016; 8 a.m.
Roeland Park
City Hall

Committee Members:

Mayor Joel Marquardt
Michael Rhoades
Michael Poppa
Erin Thompson

Guests

Keith Moody
Jennifer Jones-Lacey
Jason Glasrud, CBC
Sheri McNeil

Meeting called to order by Ms. Thompson.

- I. Old Pool Site
 - a. Letters of Intent Update:
 - i. ZipKC (attached) – sent and signed by ZipKC. They are moving forward on their end, in earnest.
 - ii. Sunflower Development (attached) – sent but not returned. Jason Glasrud has call scheduled for later today. He will be setting expectations of individual development locations within the site (ie, hotel, extreme sports, retail/restaurant).
 - b. Amphitheater Study (attached) – FYI at this point only. May obtain study in future, if needed.
 - c. Slur Fill RFQ Update (attached) – responses due 7/29/16. Howard Lubliner with SKW will compile all responses. Committee to meet on 8/3/16 to review and give direction as to which respondents will be invited to submit proposals. Proposal submissions will follow the same process. The committee will then make a recommendation to Council on whom to enter into a contract with for the stabilization work. The contract is expected to be in the \$50-0,000 range.
 - d. Restaurants – CBC to make initial contact with restaurateurs to move forward with obtaining a retail/restaurant end-user for the 3.13 acres of remaining property (after extreme sports and hotel development)
- II. NE Johnson and Roe
 - a. Roe Sisters House – Ms. McNeil presented development idea to recreate Roe House on NE corner of Roe & Johnson to be utilized as restaurant, café, community garden, green space as well as adjacent barn for meeting room & event space venue.
 - b. CBC input/direction - Committee directed CBC to move forward in researching the highest/best use of the NE Roe & Johnson Drive site and incorporating Ms. McNeil’s idea into the list of possible uses. Right now, assuming KDOT will convey ROW, but with “cloudy” title.
- III. Mission Gateway Update
 - a. Mission Planning Commission approved plans Monday – still needs to pass Mission Council
- IV. New Business
 - a. Meeting next week to review Slur Fill RFQ responses.

Meeting adjourned.

The City of Roeland Park, Kansas (the “City”), with the recommendation of CBC Real Estate Group, LLC (“CBC”), desires to pursue with Adventure Zip KC (“Zip KC”) or their assigns, as reasonably approved by the City, a Ground Lease and Development Agreement to develop and operate an extreme sports complex within Phase 1 of the Old Municipal Pool/Cave Site, a 1.92 acre site in Roeland Park, Kansas (the “Phase 1 Site”).

Following are the proposed business terms forming the basis of negotiations of a Ground Lease and Development Agreement between the parties. If generally acceptable, it is anticipated that negotiations of the Ground Lease and Development Agreement would begin immediately.

While the City desires to further negotiate more specifics of this offer with Zip KC, it is also expressly understood that the City is still looking at other competing development ideas and will vet those to its satisfaction, including a comprehensive site plan, prior to signing any agreement, even if it encroaches on the timeline set forth herein.

TIF District The City established a Tax Increment Finance District (the “TIF District”) which is in effect until February 2018. The Phase 1 Site is referred to as “**Project Area 3B**: Mixed-use development consisting of some or all of the following uses: retail, office, restaurant and surface parking as well as associated site work and public and private infrastructure.”

Project Zip KC intends to construct a minimum 1.92 acre extreme sports complex offering zip lines, aerial challenge course, rock climbing/rappelling wall and CrossFit training course (the “Project”).

Phase 1 Site The Phase 1 Site is generally considered 1.92 acres for an extreme sports complex.

Signage Signage will be coordinated with the City as required.

Joint Marketing Under a separate agreement, the City has engaged CBC to act as the marketing consultant. Zip KC and the City agree to coordinate with CBC the marketing of Phase 2 of the Old Municipal Pool/Cave Site, comprised of approximately 5.38 acres, for the pursuit of complementary end-users, which may include restaurant, retail and hospitality tenants.

Financial Disclosure As may be reasonably required by the City, Zip KC will evidence their financial strength and ability to finance, operate and maintain an extreme sports complex in a first class manner.

TIF District

The City will consider the use of Tax Increment Financing ("TIF") for reimbursement of project costs which are eligible and appropriate under Kansas statute. Up through the time of the TIF District's expiration in February 2018, a total of \$1,050,000 will be available for eligible project expenses at the Old Municipal Pool/Cave Site. A portion of the available TIF is intended to be applied to a scope of work that will stabilize the existing cave wall and surface area and for other onsite improvements and infrastructure required by the Project which will enable development to occur. Zip KC will have the right to apply for use of any remaining TIF funds for eligible project expenses. The City is in no way obligated to provide TIF funds to Zip KC.

Zip KC understands and agrees that applying for TIF requires a detailed project plan that articulates proposed uses of the TIF funds, which shall be subject to review and approval by the City.

Zip KC will provide equity and/or private financing for all privately-funded costs related to the Project.

Zip KC and the City will cooperate in the negotiation of a Development Agreement considering the public incentives, risk to Zip KC and commitments to construct and open an extreme sports complex and other ongoing operation obligations. Terms and conditions of a final Development Agreement must be acceptable to Zip KC and the City.

Alternatively, the City may directly apply the use of the TIF proceeds and complete a scope of work that is compliant with eligible project costs and are applicable to Zip KC's ability to operate an extreme sports complex, as well as the development of complementary restaurant, retail and hospitality projects in other portions of the Old Municipal Pool/Cave Site. If the City chooses to proceed with its use of TIF proceeds for the aforementioned scope of work, said work will not commence until a Ground Lease has been executed with Zip KC and a Development Agreement with Zip KC has been approved. Under this scenario, without a direct use of TIF proceeds, Zip KC will still be required to receive approval of a Development Agreement, which will address specific uses of the Phase 1 Site and timelines for construction, opening and ongoing operations.

Parties acknowledge that a Development Agreement is required and that CBC is the City's agent in the negotiations of the Development Agreement.

Schedule

The City and Zip KC will use their best good faith efforts to meet the following milestone dates. If the dates are not satisfied, the parties will meet to discuss an amended schedule or alternate solutions. A proposed schedule is as follows:

Term Sheet Execution: July 2016

Ground Lease Distributed for Review: July 2016

Ground Lease Approved: September 2016

Development Agreement Approved: September 2016

Commence Ground Lease (*90 days Due Diligence*):
November 2016

Commence Construction: January 2017

Grand Opening: June 2017

Dates should be updated to anticipate rezoning and other City processes such as Planning, Council and possible other approvals, including the time to draw up and present cohesive and mutually beneficial site plans for all development interests.

The timing for construction and completion of the Project will be critical as if use of TIF funds are not identified and applied by February 2018, they cannot be used for this Project. Accordingly, Zip KC and the City will negotiate both "target dates" and "outside dates" with reasonable remedies if the deadlines for the project are not achieved or cured with a specific timeframe.

Design & Construction

Procurement of design and construction services will be the responsibility Zip KC and subject to the review and approval of the City. City will require Zip KC's Construction Manager to provide a performance and payment bond for the value of the construction contract.

Sale/Lease

The City is interested in proceeding with discussing terms for a Ground Lease for the Phase 1 Site. This arrangement will enable Zip KC to operate the extreme sports complex on City-owned property. Ground leases are generally priced on an annual basis

of 10% of the imputed land value. Assuming the market land value of \$8.00 per square foot or \$669,081, Zip KC will make annual payments of \$66,908 for a minimum lease term of 15 years.

Market rate commissions will be paid to CBC upon execution of the Ground Lease.

**Right to Terminate
Ground Lease**

If Zip KC leases the Phase 1 Site from the City, Zip KC hereby agrees that the City shall have an ongoing right to terminate the Ground Lease and occupy the Phase 1 Site at any time after the execution of the Ground Lease to Zip KC if: (i) the Phase 1 Site remains vacant for more than one hundred eighty (180) consecutive days, which vacancy includes the absence of any development activities; or (ii) if Zip KC subleases all or any portion of the Phase 1 Site to a third party without first obtaining the City's written consent.

This summary of business terms is intended to be an expression of interest to pursue timely and good faith negotiations as herein provided. It is not intended to be binding on either party. Only a fully-executed Ground Lease and Development Agreement and other fully-signed final contracts between the parties shall be binding. By executing this term sheet, the parties agree that all costs associated with their due diligence will be those of the party and not recoverable from the other. If this term sheet and the business terms set out herein comport with your understanding of the discussions among Zip KC, City, and CBC, please cause the enclosed copy to be executed where indicated and return one copy to the undersigned at your earliest convenience.

Adventure Zip KC

By: _____

Name:

Title: _____

ACCEPTANCE

Accepted and agreed to this ____ day of _____, 2016

CITY OF ROELAND PARK, KANSAS

By: Keith Moody, City Administrator

Recommend this ____ day of _____, 2016
CBC Real Estate Group LLC

By: William F. Crandall, Real Estate Advisor

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[Dates should be updated to anticipate rezoning and other City processes such as Planning, Council and possible other approvals, including the time to draw up and present cohesive and mutually beneficial site plans for all development interests.](#)

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By: _____

Name:

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By: Keith Moody, City Administrator

Recommend this ____ day of _____, 2016
CBC Real Estate Group LLC

By: William F. Crandall, Real Estate Advisor

The City of Roeland Park, Kansas (“City”), with the recommendation of CBC Real Estate Group, LLC (“CBC”), desires to pursue with Sunflower Development Group (“Sunflower”) or their assigns, as reasonably approved by the City, a Purchase/Sale Agreement (“PSA”) or Ground Lease and Development Agreement to develop and operate a hotel within Phase 2 of the Old Municipal Pool/Cave Site general area, a 5.38 acre site in Roeland Park, Kansas (the "Phase 2 Site").

Following are the proposed business terms forming the basis of negotiations of a PSA or Ground Lease and Development Agreement between the parties. If generally acceptable, it is anticipated that negotiations of the PSA or Ground Lease and Development Agreement would begin immediately.

While the City desires to further negotiate more specifics of this offer with Sunflower, it is also expressly understood that the City is still looking at other competing development ideas, which may include other hotel vendors, and will vet those to its satisfaction, including a comprehensive site plan, prior to signing any agreement, even if it encroaches on the timeline set forth herein.

TIF District

The City established a Tax Increment Finance District (the “TIF District”) which is in effect until February 2018. The Phase 2 Site is referred to as “**Project Area 3B**: Mixed-use development consisting of some or all of the following uses: retail, office, restaurant and surface parking as well as associated site work and public and private infrastructure.”

Project

Sunflower intends to construct a limited service hotel of approximately 90 rooms on a 2.25 acre area designated for commercial uses, such as restaurant, retail and hospitality tenants (“the Project”). The City expressly desires complimentary commercial uses, particularly “sit down” restaurants which may or may not serve alcohol, to occupy the balance of the property not utilized for the hotel and requisite parking, subject to approval by the City.

Separately, the City intends to pursue an entertainment, sports and/or community related programming for the lower area, currently a proposed 1.92 acres, and Sunflower will cooperate with the City and the adjacent developer.

Site

The City has designated the approximately 7.3 acre Old Municipal Pool/Cave Site for development. Phase 1 is currently considered 1.92 acres for entertainment, sports, and/or community uses; and Phase 2 is generally considered 5.38 acres for hotel, restaurant, retail and hospitality uses.

Signage	Signage will be coordinated with the City as required.
Joint Marketing	Under a separate agreement, the City has engaged CBC to act as the marketing consultant. Sunflower and the City agree to coordinate marketing of the Project with CBC for the activation of all phases of the Project and the pursuit of complementary end-users, including restaurant, retail and hospitality tenants.
Financial Disclosure	As may be reasonably required by the City, Sunflower will evidence their financial strength and ability to finance, operate and maintain a hotel in a first class manner.
TIF District	<p>The City will consider the use of Tax Increment Financing (“TIF”) for reimbursement of project costs which are eligible and appropriate under Kansas statute. Up through the time of the TIF District’s expiration in February 2018, a total of \$1,050,000 will be available for eligible project expenses at the Old Municipal Pool/Cave Site. A portion of the available TIF is intended to be applied to a scope of work that will stabilize the existing cave wall and surface area and for site improvements and infrastructure required by the Project which will enable development to occur. Sunflower will have the right to apply for use of any remaining TIF funds for eligible project expenses. The City is in no way obligated to provide TIF funds to Sunflower.</p> <p>Sunflower understands and agrees that applying for TIF requires a detailed project plan that articulates proposed uses of the TIF funds, which shall be subject to review and approval by the City.</p> <p>Sunflower will provide equity and/or private financing for all privately-funded costs related to the Project.</p> <p>Sunflower and the City will cooperate in the negotiation of a Development Agreement considering the public incentives, risk to Sunflower and possible commitments to construct and open a hotel, restaurants and retail, and other ongoing operation obligations. Terms and conditions of a final Development Agreement must be acceptable to Sunflower and the City.</p> <p>Alternatively, the City may directly apply the use of the TIF proceeds and complete a scope of work that is compliant with eligible project costs and are applicable to Sunflower’s ability to operate a hotel as well as the development of complimentary</p>

restaurant, retail and hospitality projects. If the City chooses to proceed with its use of TIF proceeds for the aforementioned scope of work, said work will not commence until a PSA or Ground Lease and Development Agreement with Sunflower has been approved. Under this scenario, without a direct use of TIF proceeds, Sunflower will still be required to receive approval of a Development Agreement, which will address specific uses of the Phase 2 Site and timelines for construction, opening and ongoing operations.

Parties acknowledge that a Development Agreement is required and that CBC is the City's agent in the negotiations of the Development Agreement.

Schedule

The City and Sunflower will use their best good faith efforts to meet the following milestone dates. If the dates are not satisfied, the parties will meet to discuss an amended schedule or alternate solutions. A proposed schedule is as follows:

Term Sheet Execution:	June 29, 2016
PSA Executed:	July 25, 2016
Development Agreement Approved:	August 15, 2016
Closing on Property (<i>120 days Due Diligence</i>)	November 30, 2016
Commence Construction:	January 1, 2017
Grand Opening:	September 1, 2017

Dates should be updated to anticipate rezoning and other City processes such as Planning, Council and possible other approvals, including the time to draw up and present cohesive and mutually beneficial site plans for all development interests.

The timing for construction and completion of the Project will be critical because if use of TIF funds are not identified and applied by February 2018, they cannot be used for this Project. Accordingly, Sunflower and the City will negotiate both "target dates" and "outside dates" with reasonable remedies if the deadlines for the Project are not achieved or cured within a specific timeframe.

Design & Construction

Procurement of design and construction services will be the

responsibility Sunflower and subject to the review and approval of the City. City will require Sunflower's Construction Manager to provide a performance and payment bond for the value of the construction contract.

Sale/Lease

The City is interested in proceeding with discussing terms for the sale of the Phase 2 Site for the limited service hotel.

Phase 2 Site: 2.25 acres at \$15.00 per land square foot or \$1,470,150

Market rate commissions will be paid to CBC out of the proceeds of the land sale pursuant to the City/CBC marketing agreement.

The aforementioned phases are only intended to be a guide, and are subject to change based upon the development plans that are presented to the City for consideration. Amount of available ground for sale and price per land square foot may be impacted as specific plans for use and development are evaluated.

Right of Repurchase

In the event that Sunflower fails to (a) commence substantial construction of Phase 2 of the Project on or before the commencement date for construction set forth in the Development Agreement, and/or (b) fails to substantially complete Phase 2 of the Project on or before the completion date set forth in the Development Agreement, beyond the applicable cure periods (a "Fundamental Breach"), then the City may exercise its option to re-purchase the Site by delivering written notice of such intent, together with an earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00) to an escrow agent identified in the Development Agreement, within one (1) year of such Fundamental Breach. If the City exercises its repurchase rights, the price for such repurchase shall be equal to the sale price.

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Sunflower Development Group

By: _____

Name:

Title: _____

ACCEPTANCE

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CITY OF ROELAND PARK, KANSAS

By: Keith Moody, City Administrator

Recommend this ____ day of _____, 2016
CBC Real Estate Group LLC

By: William F. Crandall, Real Estate Advisor

**ROELAND PARK, KANSAS – OLD MUNICIPAL POOL/CAVE SITE
SUNFLOWER DEVELOPMENT – BUSINESS TERMS SUMMARY** JULY 13, 2016

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The City of Roeland Park, Kansas (“City”), with the recommendation of CBC Real Estate Group, LLC (“CBC”), desires to pursue with Sunflower Development Group (“Sunflower”) or their assigns, as reasonably approved by the City, a Purchase/Sale Agreement (“PSA”) or Ground Lease and Development Agreement to develop and operate a hotel within Phase 2 of the Old Municipal Pool/Cave Site general area, a 5.38 acre site in Roeland Park, Kansas (the "Phase 2 Site").

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Separately, the City intends to pursue an entertainment, sports and/or community related programming for the lower area, currently a proposed 1.92 acres, and Sunflower will cooperate with the City and the adjacent developer.

Site

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**ROELAND PARK, KANSAS – OLD MUNICIPAL POOL/CAVE SITE
SUNFLOWER DEVELOPMENT – BUSINESS TERMS SUMMARY** JULY 13, 2016

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Phase 2 Site: [2.25](#) acres at \$15.00 per land square foot or [\\$1,470,150](#)

Deleted: The City, with guidance from CBC, is currently considering the 7.3 acre site for sale for \$12.00 per land square foot or \$3,857,673. If the property is to be sold in two phases, the sale price will be as follows: ¶

¶ Phase 1: 1.92 acres at \$8.00 per land square foot or \$669,081¶
(a ground lease is currently under consideration with an extreme sports vendor)¶

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Market rate commissions will be paid to CBC out of the proceeds of the land sale pursuant to the City/CBC marketing agreement.

The aforementioned phases are only intended to be a guide, and are subject to change based upon the development plans that are presented to the City for consideration. Amount of available ground for sale and price per land square foot may be impacted as specific plans for use and development are evaluated.

Right of Repurchase

In the event that Sunflower fails to (a) commence substantial construction of [Phase 2 of](#) the Project on or before the commencement date for construction set forth in the Development Agreement, and/or (b) fails to substantially complete [Phase 2 of](#) the Project on or before the completion date set forth in the Development Agreement, beyond the applicable cure periods (a “Fundamental Breach”), then the City may exercise its option to re-purchase the Site by delivering written notice of such intent, together with an earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00) to an escrow agent identified in the Development Agreement, within one (1) year of such Fundamental Breach. If the City exercises its repurchase rights, the price for such repurchase shall be equal to the sale price.

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This summary of business terms is intended to be an expression of interest to pursue timely and good faith negotiations as herein provided. It is not intended to be binding on either party. Only a fully-executed PSA or Ground Lease and Development Agreement and other fully-signed final contracts between the parties shall be binding. By executing this term sheet, the parties agree that all costs associated with their due diligence will be those of the party and not recoverable from the other. If this term sheet and the business terms set out herein comport with your understanding of the discussions among Sunflower, City, and CBC, please cause the enclosed

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**ROELAND PARK, KANSAS – OLD MUNICIPAL POOL/CAVE SITE
SUNFLOWER DEVELOPMENT – BUSINESS TERMS SUMMARY JULY 13, 2016**

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copy to be executed where indicated and return one copy to the undersigned at your earliest convenience.

Sunflower Development Group

By: _____

Name:

Title: _____

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ACCEPTANCE

Accepted and agreed to this ____ day of _____, 2016

CITY OF ROELAND PARK, KANSAS

By: Keith Moody, City Administrator

Recommend this ____ day of _____, 2016
CBC Real Estate Group LLC

By: William F. Crandall, Real Estate Advisor

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June 30, 2016

Mr. Jason Glasrud
CBC Real Estate Group
4706 Broadway, Suite 240
Kansas City, MO 64112

Dear Jason:

It was a pleasure to speak with you this week regarding your potential project in Roeland, KS. As discussed, please accept this letter as a proposal outlining services to be provided by **Bossa Nova Events** in the performance of a feasibility study for the proposed amphitheater. Site visits, analysis, and reporting will be done by Bossa Nova Events with data and amphitheater research information coming from VenuWorks, a private facility management and event production company based in Ames, IA.

Bossa Nova Events will provide the following services:

1. Initial Meeting with Project Sponsors (CBC Real Estate Group and appropriate decision makers as necessary)

- Set project parameters
- Establish time table, channels of communication and reporting
- Receive input and direction
- Survey proposed site for analysis.

2. Begin Market Analysis

- Inventory and survey comparable area facilities, utilize VenuWorks previous study data as well as current amphitheater operations data, and ~~perform~~ perform Internet research.
- Review event calendars of comparable facilities
- Compile a projected usage grid
- Analysis of available demographic/economic information
- Compile and analyze data

3. Survey Potential Facility Users

- Compile list of potential users
- Conduct basic interviews with potential users
- Analyze response to quantify facility needs
- Update projected usage grid based on potential Users information

4. Determine Facility Needs

- Review concept plans against identified programming needs
- Compare concept plans against needs of potential clients
- Review program with CBC Real Estate and other decision makers as necessary.
- Adjust program as indicated by interest group reaction
- Establish site criteria and provide analysis of various site options
- Provide estimated construction cost based on VenuWorks and other comparable facilities.



5. Prepare Basic Operating *pro forma*.

- Compile a projected usage grid and projected rate schedule

7. Report Findings

- Submit draft report to CBC Real Estate Group and other relevant groups for reactions, input and redirection
- Final report to CBC Real Estate Group with formal presentation and complete documentation.

CBC Real Estate Group will provide:

1. Previous studies, conceptual drawings, and information regarding the amphitheater project.
2. Access to the proposed site for review and analysis.
3. Payment of the following fees and expenses:
 - a. Automobile travel expenses including mileage or rental car and gas, whichever is less.
 - b. Hotel, meal, and any reasonable documented business expenses.
 - c. Total fee for the study and reports in the amount of \$4,500.00

If all the above items are agreeable, please accept below on the signatory line. If you have further questions, please contact me to discuss. I am looking forward to working with you on this project and will work get you a timely and accurate report of my findings.

Sincerely,

Andy E. Long
President / CEO
Bossa Nova Events

Encl: Andy Long Biography
Bossa Nova Events description
VenuWorks description

CBC Real Estate Group Date

Bossa Nova Events Date

Printed Name

Printed Name

Title

Title



BIOGRAPHY

Andy E. Long – President and CEO, Bossa Nova Events

Andy E. Long, President and CEO of Bossa Nova Events is a long-time industry executive with extensive experience in marketing, management, promotion, negotiation and opening of public assembly facilities (which currently stands at ten). He most recently held several positions within VenuWorks, Inc, a private, public facility management company. Those positions included VP of Events & Entertainment, Regional VP of Arenas, Director of Business Development, and Lead Consultant handling feasibility studies for the company. Prior to VenuWorks, Andy managed the opening of the Iowa Events Center in Des Moines, a four-building complex anchored by the 17,000-seat multi-purpose Wells Fargo Arena and the 100,000 sq. ft. HyVee Hall Convention Facility. Prior to Des Moines, Andy successfully opened and operated Wachovia Arena at Casey Plaza in Wilkes-Barre, Pennsylvania, a 10,500-seat entertainment and sports arena. He has also served as Director of Marketing at the North Charleston Coliseum, The Iowa State Center in Ames, Iowa, and the Ervin J. Nutter Center in Dayton, Ohio. His start in the live entertainment business began as Regional Marketing Director for Ringling Brothers and Barnum & Baile Combined Shows, Inc. (now Feld Entertainment) promoting the “*Greatest Show On Earth*” and Disney On Ice shows. His multi-venue background has given him effective and results-based knowledge in the design and operation of every type of venue and event, and he provides an invaluable resource to each project, event, and facility management programs to which he is involved. Andy is a graduate of Iowa State University.

Bossa Nova Events

Bossa Nova Events was founded in 2015 to create an entertainment and marketing company that produces a wide variety of live entertainment events similar to those found in major metropolitan areas, focusing primarily on utilizing local and regional talent presented throughout Central Iowa and beyond. Bossa Nova’s event production would be for those events other than mainstream commercial promoted events, utilizing a variety of facilities and venues across the metro and state, all the while focusing on expanding the presentation and availability of entertainment while providing a fiscally responsible, safe and professionally marketed and produced event for the benefit of the patron, performer, and venue.

As Bossa Nova Events has developed, it has grown to add consulting to help event planners and producers, current facilities operators, as well as those planning facilities, to become more successful. Bossa Nova Events strives to assist in professional design and procedures, preparation for the unknown and unanticipated, and bypass the basic mistake typically made in entertainment projects, bringing decades of experience and an operators perspective to start your project down a successful path.

VenuWorks (Resource for Information and Data)

Founded in 1996 in Ames, Iowa, VenuWorks provides full-service management, food and beverage, and programming solutions to venues throughout the United States. Their services include, but are not limited to, operations, programming, finance & administration, food & beverage, and sales & marketing. Throughout the past two decades, VenuWorks has remained focused on its mission to maximize the presentation and revenue of events at its clients’ venues for the cultural, recreational, educational and economic benefit of the communities that it serves. VenuWorks currently manages 38 facilities in 22 markets within 12 states. VenuWorks is dedicated to delivering memorable experiences to the patrons of the venues they manage. These experiences foster loyal relationships between the venues and their fans, resulting in repeat patronage.

CITY OF ROELAND PARK, KANSAS

4600 West 51st Street
Roeland Park, KS 66205

REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES SWIMMING POOL REDEVELOPMENT – MINE BACKFILL

INTRODUCTION

The City of Roeland Park is seeking Statements of Qualifications for the above-referenced design-build project. City of Roeland Park TIF funds are being used to fund this city-led project.

PROJECT DESCRIPTION

The city owned property at 4800 Roe Parkway, Roeland Park, KS 66205 has a void left from previous mining operations. The void had interim use housing a swimming pool but has recently demonstrated some instability and the entryways have been filled to keep people out. The city is currently looking to develop the area above and adjacent to the mine with commercial buildings, parking and utility infrastructure. The city is seeking a design-build team to both perform the mine backfill and certify that once backfill is complete that area above the mine is stable and can be developed upon without need for major subsurface improvements.

PROJECT GOALS

The following goals have been established and prioritized for this design-build project:

- Design and construct mine backfill for redevelopment.
- Coordinate with City Public Works for site access and ongoing municipal operations.
- Post construction, provide Geotechnical recommendations and certifications for surface redevelopment for conventional construction means and methods that will have no special conditions due to previously mined space.
- Develop a project construction methodology and quality control that limits risk to both the design build team and the city.
- Completion and certification of the project in a timely manner that will facilitate development of the property. Mine remediation and certification for development will need to be complete by February 1, 2017.

Comment [LH1]: Verify with Keith

PROJECT SCOPE

The scope of this project includes but is not necessarily limited to the following items, subject to meeting the project goals and working with the available funds.

- Design methodology for mine backfill. Material for backfill to be determined by design-build contractor.
 - Placement of mine backfill in controlled environment that allows observation of the backfilling operation by down hole cameras or other methods.
 - Monitoring of the mine backfill by design-build geotechnical team member in order to provide redevelopment earthwork, foundation and pavement recommendations in accordance with project goals.
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CITY OF ROELAND PARK, KANSAS

4600 West 51st Street
Roeland Park, KS 66205

ESTIMATED PROJECT COST/SCHEDULE

The funds available for this project are no more than \$ 1,000,000. The target time frame for construction is Fall/Winter 2016, with specific schedule details to be provided as part of the Design-Build selection process.

RFQ PROCESS

The City of Roeland Park will use a two-phase procurement process to select a design-build contractor to deliver the Mine Backfill Project. This Request for Qualifications (RFQ) is issued as part of the first phase to solicit information, in the form of statement of qualifications (SOQ's) that the City will evaluate to determine which submitters are most qualified to successfully deliver the project. The City will short list up to four of the most highly qualified submitters of SOQ's. If an entity intends to submit a proposal as part of a team, the entire team is required to submit a single SOQ as a single submitter. No stipends will be paid for submitting a SOQ.

In the second phase, the City will issue a Request for Proposals (RFP) for the Project to the short listed submitters. A \$ 2,000 stipend will be paid to those firms submitting a proposal and who are not selected for contracting of the project. Additional information will be provided to these teams regarding the specific requirements of the proposal. Only the short listed submitters will be eligible to submit proposals for the project. Each short listed submitter that submits a proposal in response to the RFP is referred to herein as a Proposer. The City will award a design-build contract for the project to the Proposer offering the best value, to be determined as described in the RFP. It is anticipated that industry standard contract documents will be used.

Interested firms must submit five (5) copies of their Statement of Qualifications to the following address and attention:

City of Roeland Park, Kansas
ATTN: Keith Moody, City Administrator
4600 West 51st Street
Roeland Park, Kansas 66205

RESPONSES MUST BE SUBMITTED AS NOTED IN THE PROCUREMENT SCHEDULE.

CITY OF ROELAND PARK, KANSAS

4600 West 51st Street
Roeland Park, KS 66205

COMMUNICATIONS

Roeland Park Acting City Engineer, Jerry Johnson, will be the sole contact person for receiving all communications regarding this project. Each submitter is responsible for providing a single contact person. Inquiries and comments regarding the project and the procurement must be sent to Jerry Johnson as shown below:

Jerry Johnson, P.E.
Shafer, Kline & Warren
11250 Corporate Ave.
Lenexa, KS 66219
Phone: 913-307-2505
Email: Gerald.Johnson@skw-inc.com

Questions and requests for clarifications must be submitted via email and received as noted in the Procurement Schedule.

PROCUREMENT SCHEDULE (TO BE DETERMINED)

The schedule for the procurement of services described here is shown below and is subject to change depending on City staff workload.

ACTIVITY	DATE
Issue RFQ	July 8, 2016
Deadline for Submitting RFQ Questions	July 20, 2016 @ 2 PM
State of Qualifications Due	July 29, 2016
Select Design-Build Teams to Prepare Proposals	August 5, 2016
Individual Design-Build Team Informational Meetings	August 15, 2016
Design-Build Teams Prepare Proposals - submit by	August 26, 2016 @ 2 PM
Interviews (50 minutes each)	September 2, 2016
Select Design-Build Team	September 6, 2016
Execute Contract with Selected Design-Build Team by	September 16, 2016
Project Completed By	February 1, 2017

Comment [LH2]: Verify with Keith

CITY OF ROELAND PARK, KANSAS

4600 West 51st Street
Roeland Park, KS 66205

TEAM QUALIFICATIONS

Architecture, Engineering, Landscape Architecture, Land Surveyor and geotechnical engineering professionals on the Design-Build Team (DBT) shall be licensed professionals in the State of Kansas. Contractors on the DBT must show proof of experience in successfully delivering similar projects. Contractor must also be able to provide proof of either ownership or lease of equipment that will be utilized to construct the project. The Design-Build Team will be required to obtain a City Occupational License before any construction begins.

CONTENTS OF SOQ

The SOQ must be printed on standard letter-size pages (8.5" x 11") having a minimum font size of 11 points. Front and back printing is acceptable and both the front and back will count as one page. The SOQ shall be organized as follows:

ITEM	MAXIMUM NUMBER OF PAGES
Cover Letter	1
Submitter Experience	4
Key Staff (excluding resumes) being committed to design and construction services and organization of team	
Appendix A - Project References	4 (no more than one page per project)
Appendix B - Key Staff Resumes (submitters forms)	7 (no more than one page per person)

COVER LETTER

A single page cover letter should be submitted, which includes the business name, business type (corporation, joint venture, partnership) and the name, title, email address and phone number of the single-point of contact person for the Design-Build Team.

SUBMITTER EXPERIENCE

The SOQ must contain enough information to clearly show the Team's experience with similar projects. It should identify each team member's ability to meet the goals of the referenced project and at a minimum show experience in each of the following areas:

- Experience in delivering projects within budget.
- Experience delivering projects early or on schedule.
- Integration of design, construction and safety activities.
- Delivery of quality product, both in design and construction.
- Experience of the design-build team members in working on projects together as a team. Experience between firms preferred but individuals working together also encouraged.

A minimum of three (3) reference projects should be included by each submitter. Work on the reference projects must be within the past five years. Each reference project shall be summarized on no more than one page.

CITY OF ROELAND PARK, KANSAS

4600 West 51st Street
Roeland Park, KS 66205

KEY STAFF

Each Submitter shall define Key Staff members and a corresponding organizational chart that demonstrates the Submitter's knowledge of the Project and approach to meeting the project goals. Each Submitter shall describe the organization style of the team and indicate how the qualifications of each Key Staff member increase the Submitter's ability to meet or exceed the Project goals.

- PROJECT MANAGER – The Project Manager is responsible for all aspects of the Project, including, but not limited to, overall design, construction, quality management, and contract administration. The Project Manager should have at least five years of recent experience managing the design and construction of similar projects. This project shall be the primary focus of the Project Manager and the Project Manager shall be readily available for the duration of the Project.
- DESIGN MANAGER – The Design Manager is responsible for ensuring the project design is completed and all design requirements are met. This project shall be the primary focus of the Design Manager when design activities are being performed. The Design Manager should have at least five years of recent experience managing the design of similar projects.
- GEOTECHNICAL ENGINEER – The Geotechnical Engineer (firm) is responsible for ensuring that the design and placement of backfill material will allow for surface development that will not be impacted by the previous mined space.
- CONSTRUCTION MANAGER/SUPERINTENDENT – The Construction Manager/Superintendent is responsible for ensuring the project is constructed according to the project plans and specifications, project contract, and uses construction methods that meet current sustainability best practice.

SOQ EVALUATION

The responsive SOQ's will be evaluated based on Submitter Experience (65%) and Key Staff (35%) according to the criteria outlined above.

RECORD DATA

The following data in pdf format is available to submitters upon email request:

- ALTA Survey – SKW – November 17, 2015
 - Geotechnical Report – BWR – June 3, 1994
 - Geotechnical Report – Kleinfelder – March 27, 2013
 - Technical Memorandum – Golder Associates – September 1, 2015 and November 4, 2015
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