



Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, May 18, 2020
5:00 PM

Location: Remotely via Zoom

You are invited to a Zoom webinar.

When: May 18, 2020 05:00 PM Central Time (US and Canada)

Topic: Public Works & Safety/Administration & Human Services Standing Committee

Please click the link below to join the webinar:

<https://zoom.us/j/96652177223?pwd=K25pcmtTWmszTlBTVFIVMDUrNXNvdz09>

Password: 003880

Or iPhone one-tap :

US: +13462487799,,96652177223# or +16699009128,,96652177223#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or
+1 301 715 8592 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)

Webinar ID: 966 5217 7223

International numbers available: <https://zoom.us/u/ac6Kqgdbml>

<u>Name</u>	<u>Absent</u>
Commissioner Melissa Bynum, Chair	☐
Commissioner Angela Markley	☐
Commissioner Christian Ramirez	☐
Commissioner Mike Kane	☐
Commissioner Jane Philbrook	☐
Tom Groneman, BPU Board Member	☐

I. **Call to Order/Roll Call**

II. **Revisions to May 18, 2020 Agenda**

III. **Approval of standing committee minutes from February 24 and March 23, 2020.**

IV. **Committee Agenda**

Item No. 1 – RESOLUTION: INTERLOCAL AGREEMENT WITH CITY OF WESTWOOD FOR 47TH AVENUE IMPROVEMENTS, RAINBOW BOULEVARD TO MISSION ROAD

Synopsis: A resolution approving an interlocal agreement between the Unified Government and the City of Westwood, KS, for the improvement of 47th Avenue, Rainbow Boulevard to Mission Road, submitted by Jeff Fisher, Director of Public Works; and Troy Shaw, County Engineer.

Tracking #: 20151

Item No. 2 - GRANT: FY2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

Synopsis: Request approval to apply for and accept the FY2020 Coronavirus Emergency Supplemental Funding grant in the amount of \$318,256, submitted by Assistant Chief Steve Haulmark, KCKPD. Funds will be used by the Police Department and Sheriff's Office to purchase items for use when mitigating incidents or serving individuals in incidents directly related to Coronavirus exposure. No match required.

Tracking #: 20147

Item No. 3 - UPDATE: BODY CAMERA PROJECT

Synopsis: Update on the implementation of body cameras for the Kansas City Kansas Police Department, submitted by Interim Chief of Police Michael York.

For information only.

Tracking #: 2055

Item No. 4 – GRANT: SAFER GRANT FOR FIRE DEPARTMENT

Synopsis: Request to submit an application to FEMA for a Staffing for Adequate Fire and Emergency Response (SAFER) grant, submitted by Fire Chief Michael Callahan. The department will be requesting 18 additional firefighters to assist in being compliant with NFPA 1710 and OSHA regulations. The Federal match for the first two years will be 75% and the third year will be 35%.

Tracking #:20152

V. Public Agenda

VI. Adjourn

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, February 24, 2020**

The meeting of the Public Works and Safety Standing Committee was held on Monday, February 24, 2020, at 5:05 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner Bynum, Chairman; Commissioners Kane, Ramirez, Philbrook, Johnson, and BPU Board Member Groneman. The following officials were also in attendance: Gordon Criswell and Alan Howze, Assistant County Administrators; Jeff Fisher, Executive Director of Public Works; Misty Brown, Deputy Chief Counsel; Pamela Waldeck, Deputy Police Chief; Kelly Herron, Community Support Division Commander; Sara Janeczko, Detective; and Officer Jay Doleshal, Sergeant-At-Arms.

Chairman Bynum called the meeting to order. Roll call was taken and all members were present as shown above.

Chairman Bynum said there are no revisions on tonight's agenda.

Approval of standing committee minutes from December 9, 2019. **On motion of Commissioner Kane, seconded by Commissioner Markley, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 201112...GRANT: FY2020 OPERATION RELENTLESS PURSUIT

Synopsis: Request approval to apply for and accept funding through the FY2020 Operation Relentless Pursuit OJP grant program in the amount of \$450,100, submitted by Pamela Waldeck, Deputy Police Chief. Funding will be used to purchase the software and storage to support technological improvements as well as a covert camera platform for investigative surveillance and an additional patrol vehicle. No match required.

Pamela Waldeck, Deputy Police Chief, said Relentless Pursuit is a grant opportunity we were presented by the Department of Justice. We were actually selected based on eight different cities

that were selected for the Relentless Pursuit Program. We were given \$1.4 million to spend in conjunction with Kansas City, Missouri. Through that grant, we will be a subrecipient underneath the Kansas City, Missouri Police Department.

The plan that we have is to purchase software, which I just drew a blank—street smart software, which will help us to have real time feeds to the police officers as well as real time feed concerning crime that had just occurred or crime that is in progress with Kansas City, Missouri, as well, which is something we haven't had in the past. Street smart is similar to a news feed that will constantly be able to be updated. It's also able to be updated by the officers in the field. This will help us streamline speaking to all of the departments. It will also help us streamline getting intel out in a very timely manner.

We also asked for software, which will help us mind social media and video on this grant, as well as a LPR. I'm sorry; I lost my train of thought—as well as LPRs on cars so we can put the LPRs actually on the police cars' license plate—yes, I'm sorry, license plate reader. They'll be affixed to the actual police cars and then they can read as they drive on the streets.

Chairman Bynum said the \$450,000, that's basically our amount out of the total. Is it paying for any people or is it all software and equipment? **Deputy Police Chief Waldeck** said it's all software and equipment. There is also a grant available under Relentless Pursuit that provides salaries; however, it's not a part of this particular money.

Chairman Bynum asked, the law enforcement officers that will utilize this are already on the force, accounted for in our budget, etc. ? **Deputy Police Chief Waldeck** said yes. There is no match. The only requirement that we'll have following the grant period, which is three years, is if we determine that street smart is something that we want to continue, it will have an annual maintenance fee of \$10,000 past the three years.

Chairman Bynum asked, questions?

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve.**

Chairman Bynum asked, does anyone from the audience have any comments on this item? If not, we have a motion and a second. Could we have roll call?

Roll call was taken on the motion and there were six “Ayes,” Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 2 – 2020...GRANT: KDOT SPECIAL TRAFFIC ENFORCEMENT PROGRAM (STEP)

Synopsis: Request approval to accept overtime reimbursement funds through the STEP grant awarded by KDOT in the amount of \$62,000 per year for a period of three years, submitted by Kelly Herron, Community Support Division Commander, Police Department. No match required.

Pamela Waldeck, Deputy Police Chief, said the STEP Grant is a \$62,000 grant for overtime for traffic enforcement, which is conducted by the Traffic Unit. We've participated in this previously. I believe it's a two year grant. I don't believe the second year funds have been determined. The funds for the second year haven't been determined; a number yet. **Chairman Bynum** said I see. **Commissioner Kane** said it says three years. **Commissioner Philbrook** said I just want to make it really clear so the folks out there know it's a three year. **Deputy Police Chief Waldeck** said it is a three year. I apologize. **Commissioner Philbrook** said, well, it's hard to keep track all this. **Deputy Police Chief Waldeck** said Fiscal Year 2020, 2021, and 2022. **Commissioner Philbrook** said thank you. It's just a clarification for the public. Thank you.

Chairman Bynum asked, questions?

Action: **Commissioner Kane made a motion, seconded by Commissioner Markley, to approve.**

Chairman Bynum asked, anyone from the audience have a comment on this item? If not, roll call, please.

Roll call was taken on the item and there were six “Ayes,” Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 3 – 2023...GRANT: FY2020 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS PROGRAM

Synopsis: Request approval to apply for and accept funding through the FY2020 Law Enforcement Mental Health and Wellness grant program offered by the U.S. DOJ, Office of Community Oriented Policing Services (COPS), submitted by Detective Sara Janeczko. Funding, of up to \$125,000, will be used to significantly enhance the peer support program. No match required.

Pamela Waldeck, Deputy Police Chief, said this is a grant that we have never applied for previously. This grant, there's no match, it will help us—our plan for this grant is to increase our programs for officers' mental health and wellness. Our plan is to increase training for not only the officers, but also their spouses and families, and to increase resilience, as well as build-in some programs for officers that have been involved in traumatic events.

Right now, we have programs where they go for wellness checks that have been—if they've been in certain units, such as homicide, CFI, where they're exposed to trauma frequently. This will enhance officers that are involved in traumatic events such as officer involved shootings and things like that for them to get wellness program, wellness checks, and have increased wellness programs.

Chairman Bynum asked, questions?

Commissioner Philbrook asked, on this, does that mean there will be more conversation previous to these things happening so it opens up the officers' eyes to go ahead and ask for help that it's allowed. **Deputy Police Chief Waldeck** said yes. **Commissioner Philbrook** asked to reach them? **Deputy Police Chief Waldeck** said this will expand the efforts that right now we are trying to do through in-service training and our Peer Support Program. It will expand those efforts, which will increase conversations and trainings and increase the officers' exposure to mental health and reactions; their normal reactions to abnormal circumstances such as major trauma. **Commissioner Philbrook** said the police need TLC too. **Deputy Police Chief Waldeck** said I agree. **Commissioner Philbrook** said you guys see a lot of negative stuff. You need to be blessed with some extra TLC. I'm glad you got this and please put in for some more. **Deputy Police**

Chief Waldeck said thank you.

Action: Commissioner Kane made a motion, seconded by Commissioner Markley, to approve.

Chairman Bynum said we have a motion and a second. I do have one more quick question. I know that we have law enforcement officers who experience PTSD as a result of the various jobs that they have to do on the force. Within the grant or the programming itself, is there any measurement tool for this many officers who've experience that and after? In other words, is it evidence-based that it can drop those kinds of levels? **Deputy Police Chief Waldeck** said I don't know what the measurement—it's not evidence-base that we have to measure the outcomes that I'm aware of, but I know that what we have discussed is to try to use sick time usage and people that request different services as a way to measure that. Research tells us that people that are suffering from PTSD, their sick time increases. We're hoping to reduce that and use that also as a measurement tool; however, I don't believe it's—**Chairman Bynum** said just curious, and that might be one measurement that we would take to show that, that we've been able to drop sick time usage, but I appreciate it.

Chairman Bynum asked, anyone from the public have a comment on this item? We have a motion and a second so roll call, please.

Roll call was taken on the motion and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Chairman Bynum said we thank you so much for all you do for seeking funding and serving the public.

Public Agenda:

Item No. 1 - APPEARANCE: DAVID GRUMMON

Synopsis: Appearance of David Grummon regarding the selection process for a new police

chief.

Chairman Bynum said, sir, if you would come to the microphone and state your name and city of residency. You have up to five minutes.

David Grummon said first, I want to thank you for the opportunity to briefly speak with you tonight. When I submitted my request to appear back on December 5th, the circumstances were a little bit different than today. As you know from the previous letter I delivered to you, I'm here in two capacities.

First, I've been a criminal defense attorney here in Wyandotte County for about 17 years now; many of those years on the felony appointment list. From that perspective, the selection of a new police chief matters a lot to me and it matters a lot to my clients.

The other reason why I'm here is that towards the latter half of last year, I agreed to become the co-chair of the Criminal Justice Reform Task Force of the Metro Organization for Racial and Economic Equity, also known as More2.

More2 is a multiracial, bistate coalition of diverse faith communities, organizations, and individuals who work together to organize communities in the KC Metro around issues of racial and economic fairness and justice.

To that end, last summer we felt led by the Spirit, you could say, to march in the streets and call for the ouster of the prior police chief. After the chief resigned, we felt, as we do now, that the selection of the next police chief is possibly one of the most important decisions that the Unified Government is going to make in many years—for many years to come. It's important because the tone and the example set by leadership of the Police Department impacts how and whether instances of police misconduct result in meaningful investigations and real accountability. The tone and example set by police leadership impacts how and whether trust is built with black and brown communities, immigrant communities, and women. That's important because these are the folks who have been most impacted by the misconduct that's been revealed and alleged in multiple recent news reports and lawsuits.

Because the selection of the next police chief is so important, More2 called on the Unified Government to not just use the same process that resulted in the selection of the last chief, but to create a process of public input that would advise and inform the UG's decision.

We called for this during a meeting with the Mayor and the County Administrator in October. We repeated our call for public input in the process at our public meeting in November. We repeated this call in December when we delivered over 100 signed postcards addressed the Mayor, asking for a public input process. On January 29th, the Unified Government showed great responsiveness in announcing a public input process for the police chief search.

It doesn't do everything that we would have liked, but it's a public input process, and that's great. You guys deserve credit for that, and we thank you for that. It's a great first step. So, I'm mostly just here today to say thank you and to draw attention to that process.

The process the UG announced gives two main ways for the general public to participate. First, as you may know, every member of the public can fill out an anonymous survey about the KCKPD and what members of the public want to see in a new police chief. I was able to just find it by searching it in my web browser: KCKPD Police Chief Survey. If you don't want to submit it online, of course, you can get copies of it at the recreational centers and give it back there or you can mail it here to the County Administrator at 701 North 7th Street, Kansas City, Kansas.

I know that More2 will do all it can to get folks to fill this out. I know I'll have copies of it available at my office. I'm sure everyone in the community will want to make sure that gets responded to really well.

The other way members of the general public can participate is by signing up for numerous focus groups before February 28th. To sign up, you have to—it appears that you have to send an email, presumably with your name and some contact information to chiefsearch@wycokck.org.

I know my time is limited, but I just have a few questions to read off, which commissioners or staff can answer after I finish, and then one final request.

Regarding the focus groups, I wanted to ask first, how many focus groups will be held and how many people will be selected? (Clerk announced, you have one minute remaining.)

Second, what is the criteria for selecting who will be in the focus group?

Third, who will be the one deciding who gets in the focus groups?

Fourth, will you make sure that there's representation in the focus groups from black and brown communities, immigrant communities, and women?

That leads me to my final request which is, please listen to voices of black and brown communities, immigrant communities, and women. I don't particularly care whether you listen to me. There's lots of people who look like me who are in this room and are in on the process already.

You must listen to the voices of black and brown communities, immigrant communities, and women about the direction of the department and the selection of a new chief.

If you get this right, you can choose the right leader for KCKPD, we will have taken the first step to building trust back in these communities. Without building trust among those communities, we just won't have effective policing in KCK.

Thank you for your responsiveness and announcing the public input process. Thank you for that first step, and let's listen to that input and get to work for a better KCK. Thank you.

Chairman Bynum said thank you, sir. Before you step away, I know that several of us probably were capturing the questions that you asked. I captured them as: How many groups? How many people in each group? **Mr. Grummon** said yes. **Chairman Bynum** said, the criteria being used for selection into a group? **Mr. Grummon** said yes. **Chairman Bynum** said and the third one, who decides? Then I lost it. **Mr. Grummon** said sure. Who decides getting into the focus groups? Then fourth, will you make sure that there's representation in the focus groups from black and brown communities, immigrant communities—**Chairman Bynum** said I'm sorry. I still didn't catch number three. Who decides what? **Mr. Grummon** said will you make sure—**Chairman Bynum** said no, not that one; number three. **Mr. Grummon** said number three was, who will be the one deciding who gets into the focus groups? **Chairman Bynum** said okay, thank you. Who decides the makeup of the focus group? **Mr. Grummon** said correct. **Chairman Bynum** said okay. **Mr. Grummon** said thank you for your time.

Chairman Bynum said thank you very much. We will have staff try to follow up with answers for those.

Action: No formal action taken.

Adjourn:

Chairman Bynum adjourned the meeting at 5:24 p.m.

mbb/cg

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, March 23, 2020**

The meeting of the Public Works and Safety Standing Committee was held on Monday, March 23, 2020, at 5:00 p.m., in the Commission Chambers of the Municipal Office Building. The following members were present, via phone: Commissioner Bynum, Chairman; Commissioners, Markley, Ramirez, Kane, Philbrook, and BPU Board Member Groneman. The following officials were also in attendance: Gordon Criswell (via phone), Emerick Cross (via phone), Melissa Sieben, and Alan Howze, Assistant County Administrators; David Reno, Public Works Program Coordinator; and Steve Haulmark, Assistant Chief, Fire Dept.

Chairman Bynum called the meeting to order.

Approval of standing committee minutes from January 27, 2020. **On motion of Commissioner Markley, seconded by Commissioner Ramirez, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 2057...GRANT: FY2020 COPS HIRING PROGRAM

Synopsis: Request to apply for and accept funding through the FY2020 COPS Hiring Program as part of the Operating Relentless Pursuit initiative to fund five patrol officer positions for a total of three years, submitted by Assistant Chief Steve Haulmark, KCKPD. These positions would be funded at 100% through this grant. The grant solicitation indicates that there would be a 25% match requirement; however, we are requesting that the match requirement be waived due to our current financial constraints.

Assistant Chief Steve Haulmark, KCKPD, said in January 2020, Attorney General William Barr named seven cities with violent crime issues with Kansas City, Missouri, being one of the seven cities. At that time, the Attorney General designated \$70M federal funds for the affected city, \$20M of which was for equipment and \$50M for personnel. In February of 2020, we were

contacted and told that Kansas City, Missouri, and Kansas City, Kansas, had been designated to receive some of these funds with no match as part of this enforcement initiative, which had been designated as Operation Relentless Pursuit. KCMO was being awarded the money and KCK was a subrecipient. All portions of the funds was approximately \$450,000, which has been earmarked for several technology projects.

Several weeks ago, Steve McAllister, the US Attorney for Kansas, reached out to the KCKPD and encouraged us to apply for the COPS 2020 Hiring Program as a supplement for the Operation Relentless Pursuit Initiative. Through this grant opportunity, we are requesting federal funds for five patrol recipients. (All calls dropped at 5:04 p.m.)

Melissa Sieben, Assistant County Administrator, asked, Captain Haulmark, are you available still? Are any commissioners still on the line? There were none.

The meeting resumed at 5:06 p.m.

Chairman Bynum asked, Melissa, is Assistant Chief Haulmark back with us yet? **Assistant Chief Haulmark** said ma'am, I am here. **Chairman Bynum** said excellent. We lost you at some point. Do you want to try to pick up where you were?

Assistant Chief Haulmark said yes, ma'am. I apologize if I'm repeating what you had already heard, but several weeks ago—**Chairman Bynum** said no problem. **Assistant Chief Haulmark** said I'm sorry. Did you say hold on, ma'am? **Chairman Bynum** said no, no go ahead. **Assistant Chief Haulmark** said okay, thank you. The US Attorney for the state of Kansas, Steve McCallister, personally reached out to the Kansas City, Kansas Police Department and encouraged us to apply for the COPS 2020 Hiring Program, which is a supplement for Operation Relentless Pursuit Initiative. Through this grant opportunity, we are requesting federal funds to pay for five patrol officer positions for a period of three years.

The grant does recommend, require a match, but it also allows agencies to apply for a match waiver which we are pursuing. Our grant application is requesting federal dollars to fund these five positions at 100% with no match required for the UG. The amount we would receive, if we were awarded the waiver, would be over \$1.3M to cover salaries and benefits. The grant is for

three years, and unless we exceed our maximum authorized staffing levels, we would not have to increase our number. Should we not receive the match waiver, we are under no obligation to accept the award. That's all I have, Commissioner.

Chairman Bynum said thank you very much. I'm sorry it's been a little choppy here, allow you to present your item, but nonetheless, I do believe we have all of our committee members back on the line. If there are questions, we can take them, and if anyone is present from the public, we can hear from them. If neither of those are true, I would entertain a motion for approval for the grant.

Action: **Commissioner Markley made a motion, seconded by Commissioner Ramirez, to approve.** Roll call was taken on the motion and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Chairman Bynum said and that passes. Thank you so much, Assistant Chief. I appreciate your time. **Assistant Chief Haulmark** said thank you, Commissioner.

Item No. 2 – 2056...CONSTRUCTION UPDATES: JUVENILE CENTER, PIPER FIRE STATION & THE MERC GROCERY STORE

Synopsis: Update on the construction progress of Fire Station #12, Juvenile Justice Center and the MERC grocery store, submitted by John Kelly, Director of Buildings & Logistics.

Chairman Bynum said the last item on our agenda is a construction update for the juvenile center, the new Piper Fire Station and the MERC. We have John Kelly, I believe, to provide us an update, and this you do have in your email. Commissioners, you received this document. John Kelly, are you there? **Ms. Sieben** said, Commissioner Bynum, I believe what staff has submitted is the documents for you to review. If you have any questions, I'm happy to help and I have staff here.

Chairman Bynum said okay, are there any suggestions? Is John available? **Ms. Sieben** said no. **Chairman Bynum** said okay. **Ms. Sieben** said everything is moving forward as scheduled as long as the challenge of our evening with COVID-19 doesn't bleed over into the construction sector.

Project Updates



Public Works



Public Works

JUVENILE JUSTICE CENTER



March 23, 2020

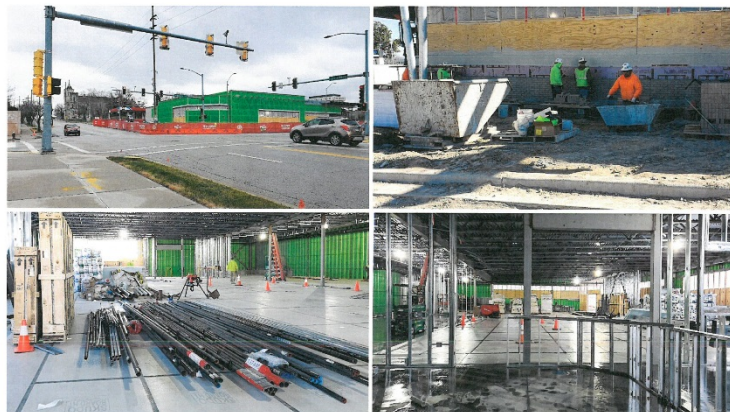


Public Works

FIRE STATION NO. 12

Public Works

THE MERC CO+OP**March 23, 2020**



Chairman Bynum said and so I see a document. I can't seem to make it move past the Justice Center. It says it's one of three pages, but for some reason, I can only see the first page. Let me move on to the project updates. Okay, these are all—the second document is just photographs, but when I look at all of this, it looks like everything is moving along just fine. I would ask our committee members if anyone has a question, we can always bring this back next month for updates as well.

Commissioner Markley said I'm just curious. Melissa, are these pretty pictures going to be made available somewhere where the public could view them and see the updates that we're seeing?

Ms. Sieben said absolutely, Commissioner. We can get those up on our website, probably under some of the CIP updates that we have or make sure it gets attached to the items that the Clerk has posted. **Commissioner Markley** said perfect.

Chairman Bynum said I agree. I think that would be great for folks to see the progress being made on these projects. I would suggest, perhaps, if we are together in person either next month or the following, that we do bring the construction update back to us if possible, but we still may not be together next month but perhaps the month after that. Any committee members have any other questions?

Commissioner Philbrook said I have a quick question. So, does that mean that we are going to actually include the three pages of verbal explanation, the written explanation on the three projects with the pictures? **Ms. Sieben** said yes, that would be our intention because it's kind of not useful unless that information is with it. **Commissioner Philbrook** said yes, the pictures are nice. You

could make us guess at what it is but, yes, this would be nice so they could see it. Thank you so much. **Ms. Sieben** said yes. Well, we'll get that together. Dave Reno is actually in the house so he can help us execute on that.

Chairman Bynum said well, we really appreciate it. We totally understand how busy everyone is handling the crisis but we do appreciate whatever information like this we can share with the public. It would be very helpful. That item is going to be information only unless I hear no other questions on that.

Action: For information only.

Adjourn:

Chairman Bynum adjourned the meeting at 5:13 p.m.

tpl



Staff Request for Commission Action

Tracking No. 20151

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 05/18/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 5/6/2020	<u>Contact Name:</u> Jeff Fisher, Troy Shaw	<u>Contact Phone:</u> x5415, x5416	<u>Contact Email:</u> jfisher@wycokck.org, tshaw@wycokck.org	<u>Department/Division:</u> Public Works
--------------------------	--	---------------------------------------	--	---

Item Description:

A resolution approving an interlocal agreement between the Unified Government and the City of Westwood for the improvement of 47th Avenue between Rainbow Boulevard and Mission Road.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution - 47th Ave. Interlocal Agreement With Westwood, Interlocal Agreement between UG and City of Westwood, Ex. A - Agreement between KDOT and City of Westwood, Ex. B - Opinion of Probable Project Cost, Ex. C - Summary of Project

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS TO ENTER INTO AN INTERLOCAL AGREEMENT BY AND BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND THE CITY OF WESTWOOD, KANSAS FOR THE PUBLIC IMPROVEMENT OF 47TH AVENUE FROM RAINBOW BOULEVARD/US-169 TO MISSION ROAD.

WHEREAS, the City of Westwood, Kansas (Westwood) and the Unified Government of Wyandotte County/ Kansas City, Kansas (Unified Government) share a common boundary along 47th Avenue; and

WHEREAS, the Kansas Department of Transportation (KDOT) has approved funding for public improvements along 47th Avenue between Rainbow Boulevard and Mission Road, and the construction will require roadway improvements within the corporate limits of Westwood and the Unified Government; and

WHEREAS, Westwood, Kansas and the Unified Government have determined it is in their best interest to make the public improvement of 47th Avenue from Rainbow Blvd. to Mission Road; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the parties have reached and prepared an Agreement to cooperate in making the public improvement, and the Unified Government desires to enter said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Agreement on behalf of the Unified Government, and the County Administrator is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of May 2020.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By:

David Alvey, Mayor

ATTEST

Unified Government Clerk

AGREEMENT AMONG

The City of Westwood
The Unified Government of Wyandotte County /
Kansas City, Kansas

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and among the City of Westwood, Kansas, a Municipal Corporation ("Westwood"), and the Unified Government of Wyandotte County / Kansas City, Kansas ("Unified Government" or "U.G."), (collectively referred to as "Parties"), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Cities desire to improve 47th Street from Rainbow Boulevard / US-169 at the Eastern boundary to Mission Road at the Western boundary; and

WHEREAS, the Cities wish to engage in a general project scope to include a road diet, including improvement and reconstruction of sidewalks and roadway, construction of designated bicycle lanes, pedestrian crossings with refuge islands and installation of landscaping ("Project"); and

WHEREAS, in coordination with the Unified Government, Westwood submitted a bid to the Kansas Department of Transportation ("KDOT") through the Mid-America Regional Council ("MARC") requesting grant funding for the Project and was awarded a grant identified by KDOT as Project Number: N-0692-01;

WHEREAS, KDOT has requested that Westwood enter into a contract providing for grant funding and construction of the Project which will require the coordination and cooperation of the Parties as the boundary line between Westwood and the Unified Government generally bisects 47th street at the centerline of the street right-of-way, which contract is attached hereto as Exhibit A ("KDOT Agreement");

WHEREAS, pursuant to the aforementioned KDOT Agreement certain duties and responsibilities must be met by the Parties to receive the funding and benefit of the improvements relating to the Project;

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and amendments thereto;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Cities do hereby agree in detail as follows:

1. RATIFICATION OF KDOT AGREEMENT: The Parties recognize and acknowledge that the KDOT Agreement entered into by Westwood identified as Exhibit A, although the Unified Government is not a party to such KDOT Agreement, has been entered into by Westwood for the mutually beneficial purpose of completion of the Project. Accordingly, with respect to such KDOT Agreement, the Unified Government does hereby agree to perform all acts necessary to enable the City of Westwood to comply with the terms and conditions of such KDOT Agreement. The Unified Government

does hereby authorize Westwood and its agents, representatives and employees to take such action on its behalf as is necessary to ensure compliance with Exhibit A and to ensure completion of the Project.

2. ESTIMATED PROJECT COST AND FUNDING OF THE PROJECT:

A. **Definition of Terms.** Unless otherwise specifically defined within this Agreement, the terms defined within Article I of the KDOT agreement attached hereto as Exhibit A, are specifically incorporated herein by reference. Such relevant definitions include, but are not limited to:

- i. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- ii. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- iii. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- iv. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- v. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
- vi. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
- vii. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
- viii. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- ix. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

B. **Construction.** The total estimated Construction cost of the Project is \$ 1,497,038.59 as reflected on the opinion of probable cost prepared by CFS Engineers attached hereto as Exhibit B. The parties recognize that this is a cost estimate and that the final Project Construction costs will vary from this estimate. Each party shall be responsible for the total costs of Project Construction within the respective party's jurisdiction. Each party shall have the exclusive control of the scope of Construction of the Project within such party's jurisdiction, provided that the scope of construction must be sufficient to meet the grant requirements which are attached hereto as Exhibit C.

C. **KDOT Funding.** Pursuant to the agreement with KDOT attached hereto as Exhibit A, KDOT has agreed to provide Project Construction funding in an amount not to exceed \$1,047,000.00. The parties recognize that estimated and likely Construction costs exceed the funding provided by KDOT and accordingly, each party shall be required to fund Construction costs within such party's respective jurisdiction in excess of that funding provided by KDOT. Provided that there are sufficient eligible Participating Costs of Construction within each party's respective jurisdiction, the parties agree that the KDOT Project funding shall be divided equally between the Parties with half of such funding expended and applied to Construction costs in each party's respective jurisdiction.

D. **Non-Construction.** The Parties recognize that there are Non-Participating Costs which are outside of the opinion of probable cost reflected on Exhibit B and which are not eligible for KDOT funding. These Non-Participating Costs include but are not limited to Preliminary Engineering, Right of Way acquisition and Utility relocation. Each party agrees to be responsible for such Non-Participating Costs related to the Project within their respective jurisdiction. To the extent that a Non-Participating Cost cannot be allocated to the Project within one of the party's respective jurisdiction, the Parties agree to equally divide payment.

E. **Other Costs.** Any uncovered costs and expenses as described hereinabove shall be allocated among the parties as follows:

(1) The cities shall each pay all actual costs and expenses for construction for uncovered costs and expenses that is within each respective jurisdiction based on actual quantities at the price bid. Charged items, where additional charges, shall be allocated pro rata to the jurisdiction affected based on said jurisdiction's respective percentage of the actual costs of any such change or charge.

(2) Actual in-place, as-built quantities of any uncovered costs and expenses will be provided by the Project Engineer for the project, and final accounting will be based upon those quantities.

F. **Audits and Reimbursement of Non-Participating Costs.** Pursuant to Article III, at Paragraph 22 of Exhibit A, KDOT has the right to conduct an accounting with respect to the Project. The Cities agree to perform such acts as are necessary to comply with any such audits. If any such audit reveals that payments have been made with State or Federal funds by the Cities for items considered Non-Participating or if any such accounting results in the disallowance of costs for other reasons, the Cities shall reimburse KDOT for such items upon notification from KDOT according to the actual costs and expenses for construction that is within each respective jurisdiction.

3. DURATION AND TERMINATION AGREEMENT: The parties agree that this Agreement shall exist until the completion and acceptance of the Project. The parties do not contemplate that any property will be acquired which will require disposal upon partial or complete termination of this agreement. The work described herein shall be deemed completed and this Agreement shall be terminated upon written certification to the parties, by KDOT, that said Project has been accepted as submitted.

4. PLACING AGREEMENT IN FORCE: The Attorneys for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records. Execution of this Agreement by the Cities is authorized by K.S.A. § 12-2908.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

CITY OF WESTWOOD, KANSAS

Mayor John Ye

ATTEST:

City Clerk, Fred Sherman

Approved as to form:

City Attorney, Ryan Denk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By: _____

Clerk, Bridgette Cobbins

Approved as to form:

Chief Counsel, Ken Moore

PROJECT NO. 46 N-0697-01
STP-N069(701)
ROADWAY IMPROVEMENTS
CITY OF WESTWOOD, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Westwood, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has requested and Secretary has authorized a city street Project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.
- C. The Secretary and the City desire to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"City"** means the City of Westwood, Kansas, with its place of business at 4700 Rainbow Blvd, Westwood, KS 66205.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.



5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **reconstructing to include a road diet, sidewalks, designated bicycle lanes, pedestrian crossings with refuge islands, and landscaping on W. 47th Avenue from west of Mission Road to US-169 (Rainbow Blvd) in Westwood, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$1,047,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,308,750.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design

criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and

costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-169. If the construction or maintenance of US-169 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-169 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation

Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. Utilities. The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and

those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste

on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$1,308,750.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$1,308,750.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.

21. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

22. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

23. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse

the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07.16.19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WESTWOOD, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

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.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Interim Secretary
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

January 29, 2019

Project Number: 046 N-0697-01
STP-N069(701)

City of Westwood
Mr. John Sullivan
Public Works Director
4700 Rainbow
Westwood, KS 66205-

Dear Mr. Sullivan:

Your awarded FFY 2022 MARC-STP project has been programmed and assigned the following project numbers:

Project Name: Westwood: 47th Complete Street Project
KDOT Project Number: 046 N-0697-01
Federal Project Number: STP-N069(701)

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Bill Legge, P.E..

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

Digitally signed by Lisa M. Roth
DN: cn=Lisa M. Roth,
ou=Bureau of Local Projects,
o=Kansas Department of
Transportation, st=Kansas,
sn=Kansas, c=US
Date: 2019.01.29
11:01:21-06:00

for Tod L. Salfrank
Assistant Bureau Chief

mjs/tls/lmr
Enclosures
c Bill Legge, P.E., BLP Project Manager
Nelda Buckley, P.E., BLP Road Team Supervisor
Mr. Leroy Koehn, P.E., District One Engineer

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Sheet 1 of 6

Program Addition					
Project Number:	N-0697-01	Prog. Cat / Subcat:	LC / RES	District:	01
Primary Route:		Env. Class:	CLASS IIB	MPO Area:	MARC
Primary County:	046	Route Class-MFV:		Sales Tax Exempt:	Exempt
Prim Fed Proj Num:	STP-N069(701)	NHS Project:	N	Leaders	
Length (mi):	0.500	FHWA Func. Class-MFV:	MAC	Proj. Mgr:	Bill Legge
FY Programmed:	2022	Design Criteria:	AASHTO	Area Engineer:	Kevin Kellerman
Sched. Best Let (M17):	April-2022	FHWA Oversight:	STAAS	Road Design:	
Letting Type:	KDOT	KDOT Program:	TWORK	Bridge Design:	
Technical Name:	Westwood: 47th Complete Street Project				
Technical Location:	Westwood: W 47th Avenue from west of Mission Road to US-169 (Rainbow Blvd)				
Technical Scope:	Road diet, sidewalks, designated bicycle lanes, pedestrian crossings with refuge islands, landscaping				
Friendly Name:	Roadway Improvements in Westwood				
Friendly Location:	W 47th Avenue from west of Mission Road to Rainbow Blvd				
Friendly Scope:	Roadway reconstruction, pedestrian crossing and sidewalks, bike lane				
Reason / Justification for Change:	Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.				

Initiated By: Local Projects (Salfrank) **Signature:** Signed by Tod L Salfrank at 1/17/2019 9:20:33 AM on PC DT17LP81

Comments:

Signed by Mark K Taylor at 1/23/2019 5:21:07 PM on PC DT16PC04

Chief of Program & Project Management

FHWA Concurrence ☒ Proposed Environment Classification Signed by Javier Ahumada at 1/23/2019 10:00:56 AM on PC DT0FHA01	STE PROJECT AUTHORIZATION ☒ Approve ☐ Disapprove Comments: Signed by Catherine M Patrick at 1/28/2019 7:40:17 AM on PC DT02AD05
--	--

KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Initiated Date: 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 2 of 6

Work Phase	Original Estimate	Current Estimate	WP Fund Category	Prorata	Fund Max
CONST	1,651,267	1,651,267	STATE	0.00%	0
			STP	63.4%	0
			U0587	36.59%	0
CE	100,000	100,000	STATE	0.00%	0
			STP	0.00%	0
			U0587	100.00%	0
Totals:	1,751,267	1,751,267			

Project Fund Category	Project Fund Prorata	Sum Of WP Maximums	Project Maximum
STATE	0.00%	0	0
STP	59.78%	0	1,047,000
U0587	40.21%	0	0

KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Initiated Date: 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 3 of 6

Project Schedule

<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
M15	Kauth	7/19/2019		ELP	Tod Salfrank
C86	Begconsel	8/19/2019		ELP	Tod Salfrank
C07	Bgagr	1/16/2020		ELP	Tod Salfrank
C13	Cycoa	4/14/2020		ELP	Tod Salfrank
C87	Endconsel	4/21/2020		ELP	Tod Salfrank
M10	Fcrec	6/22/2020		ELN	Nelda Buckley
C29	Fdchk	11/23/2020		ELN	Nelda Buckley
C50	Ocrec	3/23/2021		ELN	Nelda Buckley
C23	Envcl	4/16/2021		ELN	Nelda Buckley
C92	Dessumapr	4/21/2021		ELN	Nelda Buckley
M20	Offck	5/20/2021		ELN	Nelda Buckley
C33	Fnckr	8/20/2021		ELN	Nelda Buckley
M12	Finck	9/20/2021		ELN	Nelda Buckley
C57	Plrow	10/13/2021		ELN	Nelda Buckley
C06	Appap	10/14/2021		ERE	Polly Jones
C05	Apcom	10/15/2021		ERP	Kathrine Shade
C75	Utilp	10/15/2021		ELN	Nelda Buckley
C46	Ngcom	10/18/2021		ERC	
C73	Utagr	10/18/2021		RDP	Steve Kooser
C74	Utcom	10/19/2021		ELN	Nelda Buckley
C60	Prpcl	10/19/2021		ELN	Nelda Buckley
C78	Wrrec	10/19/2021		ELN	Nelda Buckley
C15	Darec	10/19/2021		ELN	Nelda Buckley
M14	Fnplc	11/3/2021		ELN	Nelda Buckley
C48	Oblap	11/18/2021		PPT	Chuck Protasio
C56	Plcom	12/17/2021		ELN	Nelda Buckley
M22	Prcom	12/20/2021		PPT	Chuck Protasio
C08	Bgpse	1/4/2022		OCR	Abe Rezayazdi
C89	Ceagree	3/17/2022		ELP	Tod Salfrank
C03	Adver	3/22/2022		PPT	Chuck Protasio
M17	Lettg	4/20/2022		PPT	Chuck Protasio
C02	Aaout	4/27/2022		ELP	Tod Salfrank
C01	Aacom	5/11/2022		ELP	Tod Salfrank
C47	Notpr	5/19/2022		OC0	Greg Schieber
M19	Notac	11/24/2022		OC0	Greg Schieber
M11	Final	5/29/2023		AF0	Rhonda Seitz
M41	FedEnd	11/26/2024		PPF	Susie Lovelady

KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Initiated Date: 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 4 of 6

	Official Estimated 2019 Base Year Cost	Official Estimated 2022 Inflated Cost @ 0.1411
Total Roadway	1,447,000	1,651,267
Total Structures	0	0
Grand Total	1,447,000	1,651,267

Roadway Type	Roadway Type Name	FHWA Imp Type	Official Estimated 2019 Base Year Cost	Official Estimated 2022 Inflated Cost @ 0.1411
GRSU	Grade & Surface	004	1,447,000	1,651,267

Bridge No. Str. No.	Structure Location Desc./ Featured Cross Desc.	KDOT Imp. Code FHWA Imp. Code	Fed Fund Cat.	FHW A Suff. Rating	Length Width Feet	Base Year Cost	Prog Year Cost
------------------------	---	----------------------------------	---------------	--------------------	-------------------	----------------	----------------

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 5 of 6

Baseline Reason for Change:

Project Baseline Last Date & Note -- 1/4/2019

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

Workphase Baseline Last Date & Note -- 1/4/2019

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

Funding Baseline Last Date & Note -- 1/4/2019

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

Schedule Baseline Last Date & Note -- 1/4/2019

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION**

Initiated Date: 1/4/2019

N-0697-01 Westwood: 47th Complete Street Project

Sheet 6 of 6

Project Notes:

Program Addition: Project requested by the City of Westwood. MARC TIP #354002. This project will use FFY 2022 STP funds at 80/20 in the Construction and CE work phases up to the maximum of \$1,047,000. The city will be responsible for 100% of all other work phases, any non-participating costs, and anything over the project maximum of \$1,047,000.

Kansas Department of Transportation

PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared:	January 29, 2019
Prepared for:	City of Westwood
KDOT Project Number:	046 N-0697-01
Program:	MARC-STP
Current Tentative Letting Date:	4/20/2022

NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the established dates listed, this schedule will be revised to indicate the new tentative letting date and project schedule.

*Plans forwarded to BLP will not be processed
without a current detailed estimate.*

ITEMS TO BE COMPLETED	Months to Letting	DEADLINE COMPLETION DATE	DATE COMPLETED -For Your Use Only-
Consultant Design Contract to be Executed by	22.0	June 29, 2020	
Pre-Design Field Check	20.0	August 28, 2020	
Field Check Completed	15.0	January 25, 2021	
Office Check Plans & Estimate to BLP	11.0	May 25, 2021	
Office Check Plans Completed	9.0	July 24, 2021	
Final Check Plans & Estimate to BLP	6.0	October 22, 2021	
Begin CE Agreement	6.0	October 22, 2021	
Final Check Complete	5.0	November 21, 2021	
R/W Clearances (1306 Form) to BLP	4.0	December 21, 2021	
Utility Form (1304 Form) to BLP	4.0	December 21, 2021	
Status of Permits (1307 Form) & Required Permits to BLP	4.0	December 21, 2021	
PS&E Plans to BLP	3.5	January 2, 2022	
PS&E Plans Completed	1.5	March 6, 2022	
Final Letting Plans to BLP	1.2	March 13, 2022	
CE Agreement Executed	1.1	March 16, 2022	
Advertise	1.0	March 21, 2022	

Initial Schedule

Rupis-C

1/11/2019

Opinion of Probable Project Cost

Project: 47th St. Complete Street - New Curb Location, Off-Street Bike Path, & New On-Street Parking		Length 2,835		Per/Ft Cost \$530.00	
Date: 03/23/18					
Estimated by: AGR					
Bid Item	Description	Quantity	Units	Unit Price	Subtotal
	Roadway				
1	Mobilization	1	L.S.	\$22,000.00	\$22,000.00
2	Field Office	1	L.S.	\$20,000.00	\$20,000.00
3	Erosion Control	1	L.S.	\$7,000.00	\$7,000.00
4	Removal of Improvements	1	L.S.	\$20,000.00	\$20,000.00
5	Traffic Control	1	L.S.	\$15,000.00	\$15,000.00
6	Saw Cut	5,350	L.F.	\$3.00	\$16,050.00
7	Unclassified Excavation	13,000	C.Y.	\$5.00	\$65,000.00
8	Embankment	12,000	C.Y.	\$4.75	\$57,000.00
9	Pedestrian Refuge Islands	3	EACH	\$1,900.00	\$5,700.00
10	Sidewalk	5,695	S.Y.	\$41.75	\$237,766.25
11	Curb and Gutter	6,080	L.F.	\$20.00	\$121,600.00
12	Storm Sewer	1	L.S.	\$447,860.00	\$447,860.00
13	Signal Modifications	1	L.S.	\$50,000.00	\$50,000.00
14	Permanent Signage	1	L.S.	\$5,000.00	\$5,000.00
15	Pavement Marking	1	L.S.	\$26,000.00	\$26,000.00
16	Permanent Seeding	0.4	ACRE	\$2,500.00	\$1,000.00
17	Contractor Furnished Surveying and Staking	1	L.S.	\$15,000.00	\$15,000.00
				Subtotal	\$1,131,976.25
18	Contingency (15%)				\$169,796.44
				Subtotal of All Construction Costs	\$1,301,772.69
19	Engineering Fee (15%)				\$195,265.90
		Total Estimated Cost			\$1,497,038.59





2021-2022 Surface Transportation Block Grant Program (STP) Application Scoring Report

Applicant:	Westwood		
State:	KS		
Application ID:	1000	Total Score	80
STP Requested	\$1,147,000	(130 Possible):	
STP Year:	2021		
Project Type:	Road & Bridge - Roadway Operations		
Project Title:	47th Complete Street Project		

All Projects Scoring Detail			
Interjurisdictional Planning (4):	2	Capital Improvements Program (1):	1
Sustainable Code Framework (6):	6	Plan Development Status (2):	1
Equity (5):	5	Right-of-Way Status (2):	2
Environmental Justice (5):	5	Energy Use and Climate Change (5):	5
All Projects Score (30 Points Total):	27		

Category Score Detail			
Facilitation of Other Modes (10):	10	Activity Centers (10):	10
Environmental Lands (10):	2	Freight Movement (5):	0
MetroGreen Implementation (10):	0	Crash Severity (5):	2
Public Health (5):	4	Crash Rate (5):	2
Useful Life (10):	10	Safety Data Analysis (5):	1
Current Volume (5):	1	Countermeasures (5):	3
Future Volume (5):	3	CMS and Efficiency (6):	5
Access Management (4):	0		
Category Score (100 Points Available):	53		



Summary of 47th Complete Street Project

Westwood

Contact Information

Organization:	Westwood
Contact person:	Fred Sherman
Title:	CAO/City Clerk
Phone:	913-362-1550
E-mail:	fred.sherman@westwoodks.org
Organization address:	4700 Rainbow Blvd Westwood, KS 66205

General Information

G8.1 Project title:	47th Complete Street Project
G8.2 Project description:	This is the implementation of a Complete Street Action Plan for the 47th Street corridor from Rainbow Blvd to just west of Mission Road, that was built upon two separate Master Planning process completed by the City of Westwood, Kansas and the UG of KCK with the Rosedale Master Plan. The final project concept plan is based on a completed Planning Sustainable Places (PSP) project. The project proposes a new street design and layout of the corridor by utilizing the principles of complete streets. The plan emphasizes sustainable green street practices while balancing the needs and desires of a mix of users (vehicular, on-street parking, transit, pedestrian, and bicycle lanes), and identify capital and utility improvements in the project area.
G8.3 Project contact:	John Sullivan Public Works Director, City of Westwood john.sullivan@westwoodks.org 913-362-1550
G1. Project Type:	Road & Bridge - Roadway Operations
G2. Funding Stream:	STP
G3. TIP Number:	
G4. State:	Kansas
G5. Project county:	1. Johnson 2. Wyandotte
G6. Project municipality:	1. Westwood 2. Unified Government 3. Roeland Park
G7. Multiple agencies / jurisdictions?	Yes 47th Street between Mission Road and Rainbow Blvd is a shared

road with the City of Westwood, Kansas and the Unified Government of Wyandotte County. The southwest corner of 47th Street and Mission Road is within the City of Roeland Park. An interlocal agreement has not yet been established for shared local funding of this proposed project. If awarded, it is anticipated that local funding would be shared proportionally. All three jurisdictions actively participate in the 47th & Mission Road Overlay Committee. See www.westwoodks.org/47missioncommittee

G8.4 Purpose and need:

The intersections of 47th and Rainbow Blvd and 47th Street and Mission Road are both redeveloping with mixed-use activity centers. The Master Plan planning processes completed for both the City of Westwood and the Rosedale area of UG-KCK, included extensive public engagement process. Both plans included the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" for the 47th Street corridor, which is currently a four (4) lane road with narrow sidewalks. The traffic counts along this corridor suggest it is a good candidate for a "road diet" in converting the road profile into a three (3) lane road with designated bike lanes. The retail area near 47th and Mission Road has experienced a recent resurgence and development activity. Transit services to and from the various near-by KU Med and University of Kansas Hospital facilities is in high demand.

G9. Origin and ending

Route: 47th Street
 From: just west of Mission Road
 To: Rainbow Blvd
 Length (Miles): 0.5 miles

G10. Functional Classification: Collector

G11. In Transportation Outlook 2040? No Decade: --Select--

G12. Multi-Agency Plan? No

G13. Included in a CIP? Yes
 The scope of the project is included in the approved CIP for the City of Westwood.

G14. Planning stage: Conceptual Plan

G15. Reviewed by state DOT? No

G16. Right-of-Way acquisition: All acquired or none needed

G17. ROW by local public agency process manual? No

G18. Other unique local goals and objectives? Yes
 The Master Plan planning processes completed for both the City of Westwood, and the Rosedale area of UG-KCK included extensive public engagement process. Both plans include the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" for the 47th Street corridor, which is currently a four (4) lane road with narrow sidewalks. The traffic

counts along this corridor suggest it is a good candidate for a "road diet" in converting the road profile into a three (3) lane road with designated bike lanes. The retail area near 47th and Mission Road has experienced a recent resurgence and development activity. Transit services to and from the various near-by KU Med and University of Kansas Hospital facilities is in high demand.

G19. Transportation
Disadvantaged Population:

The proposed road-diet of the 47th Street corridor will provide enhanced transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services.

G20. Relevant Public Engagement:

The Master Plan planning processes completed for both the City of Westwood, and the Rosedale area of KCK included extensive public engagement process. Both plans include the full integrations of transportation, land use, and environmental elements into the implementation sections of the final plan documents, including the evaluation of a "road diet" (for the 47th Street corridor. The 47th Street Complete Street Plan, a Planning Sustainable Places (PSP) funded planning project completed by BikeWalkKC staff, also included a series of public engagement activities. This included utilizing the 47th & Mission Road Overlay Committee as the steering committee for the planning project. The development of the final concept plan recommendations was based on citizen input via an Open House forum and an on-line survey.

G21. Planned Public Engagement:

Final construction design decisions will continue on the public engagement processes used for the completed Planning Sustainable Places (PSP) project, including coordination with the 47th Mission Road Overlay Committee - a joint three-city standing committee that meets on a monthly basis to review development proposals in the area, and foster commerce in the 47th & Mission Road area.

G22. Sustainable Places Criteria:

Access to Healthy Foods---Active Transportation/Living---Age in Place---Compact, Walkable Centers--- Complete Street Design--- Connected Street Network---Context Appropriate Streets----- Green Infrastructure----- Mixed-Density Neighborhoods----- Optimize Parking---Pedestrian-Oriented Public Realm--- ----- Retail/Rooftop Relationships---Strong Suburban Downtown--- Transit-Ready Corridors---Tree Preservation Unique Community Characteristics

G22.1. Describe CSP relationship:

The proposed road-diet project directly addresses the following T2040 Goals: Transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services. Safety and security: improve safety and security for all transportation users. System condition: ensure transportation systems are maintained in good condition. System performance: manage existing systems to achieve reliable and efficient performance and maximize the value of existing investments. Public health: facilitate healthy, active living. Climate change and energy use: Decrease the use of fossil fuels through reduced travel demand, technology advancements and a transition to renewable energy sources.

G23. Implements Sustainable
Places Initiatives?

Yes

The proposed road-diet project directly addresses the following T2040 Goals:

Transportation choices: expand affordable, accessible, multimodal transportation options in order to better connect residents and visitors to jobs and services.

Safety and security: improve safety and security for all transportation users.

System condition: ensure transportation systems are maintained in good condition.

System performance: manage existing systems to achieve reliable and efficient performance and maximize the value of existing investments.

Public health: facilitate healthy, active living.

Climate change and energy use: Decrease the use of fossil fuels through reduced travel demand, technology advancements and a transition to renewable energy sources.

G24. Serves Regional Activity Center?

Yes

Highest-Intensity and Most-Walkable Centers The incorporation of enhanced alternative transportation modes (pedestrian, bicycle and transit) was not considered nor was it the priority of the current design of the 47th Street corridor. A Complete Streets design will enhance all transportation modes going to and from the retail and other commercial and mixed-use development activities taking place along this corridor.

G25. Environmental justice tracts?

No

G26. Reduces greenhouse gas emissions?

Yes

The incorporation of enhanced alternative transportation modes (pedestrian, bicycle and transit) was not the priority of the current design of the 47th Street corridor. A Complete Streets design will enhance all transportation modes going to and from the retail and other commercial and mixed use development activities taking place along this corridor.

G27. Natural Resource information:

The plan includes the replacement of existing aged street trees with appropriate new street trees and enhanced landscaping amenities.

G28. Community Links at Watershaed Scale:

G29. Explain local land use or comprehensive plans:

This is the implementation of a Complete Street Action Plan for the 47th Street corridor from Rainbow Blvd to just west of Mission Road, that was built upon two Master Planning process completed by the City of Westwood, Kansas and the UG of KCK with the Rosedale Master Plan. The final concept plan of the proposed project is based on a completed Planning Sustainable Places (PSP) project.

G30.1 Complies with MARC's CSP?

Yes

G30.2 Exception to the MARC CSP?

No The plan proposes a new street design and layout of the corridor by utilizing the principles of Complete Streets. The plan emphasizes sustainable green street practices while balancing the needs and desires of a mix of users (vehicular, on-street parking, transit, pedestrian, and bicycle lanes), and identifies capital and utility improvements within the project area.

Project Financial Information

STP Federal amount: 1147 (Thousands of \$)

STP Match amount: 400 (Thousands of \$)

STP Year requested: 2021

Source of Local Match: Local CIP funds, plus 47th Street is a CARS eligible street for JoCo matching funds.

Explain: Local CIP funds, plus 47th Street is a CARS eligible street for JoCo matching funds.

Scope Change: The project can not be phased.

Cost Breakdown:

Highway: 27 %

Transit: 2 %

Bike: 17 %

Pedestrian: 29 %

Other: 25 %

2021-2022

All Projects

Scoring Criteria

1.2 Place Making -- Interjurisdictional Planning -- 4 Points		
4		
Project is identified in a local land use, comprehensive or site plan		1
Project will implement a multi-agency plan		1
Project advances unique local goals and objectives		1
Project is consistent with larger plans and/or applicable regional standards		1
1.2b Place Making -- Relationship to Sustainable Code Framework -- 6 Points		
6		
Project achieves 40% of the concepts within:		
	1-2 Principles	1
	3-4 Principles	2
	5 Principles	4
	6+ Principles	6
1.3 Other -- Implementation -- 5 Points		
5		
Project is included in a local CIP or equivalent		1
Readiness of Project Plans		
Conceptual Plans (up to 35% complete)		1
Preliminary/Final Plans (>35% complete)		1
All Right-of-Way has been acquired (or no ROW will be acquired)		2
1.4 Equity -- Public Participation -- 5 Points		
5		
Project implementation will include public engagement strategy. Strategy is clearly described in attachment and includes specific techniques to engage transportation disadvantaged populations.*		5
Conceptual project underwent further planning and refinement in a process that included public engagement and incorporated feedback received.		3
Project supports goals and strategies developed through a comprehensive/general planning process that included public engagement and incorporated feedback received.		1
No public participation cited and/or project does not support goals and strategies in comprehensive/general plan.		0
1.5 Equity -- Environmental Justice -- 5 Points		
5		
Project is in an EJ tract and applicant clearly explains how project improves access for that area		5
Project is not in an EJ tract but applicant clearly explains how project improves access for an EJ tract		3
Project is not in an EJ tract		0
1.6 Energy Use and Climate Change -- 5 Points		
5		
Reduces VMT by increasing access to multimodal transportation options (connecting trails, park and rides, transit)		3
Reduces carbon based fuel usage through alternative fuels, renewable energy or landscaping/right-of-way management		2

2019-2020-2021-2022
 Bridge Restoration, Rehabilitation, & Replacement
 Scoring Criteria

2.1 Transportation Choices/Public Health – 10 Points			
Facilitation of Other Modes		Barrier Elimination	
5		5	
Addreses 3 modes	5	Project improves a bicycle/pedestrian connection between complimentary land uses	5
Addreses 2 modes	3		
Addreses 1 modes	1		

2.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
5	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	
Local delivery truck traffic does not constitute significant freight movement	
Serves Regional Activity & Employment Centers	
10	
Project serves activity center found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability, Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	6
Project serves any activity center	4
None of the above	0

2.3 Environment – 20 Points			
Environmental Lands		MetroGreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

2.4 Safety – 20 Points					
Accident Severity & 5 Year Crash Rate				Data Driven Analysis	Countermeasures
5		5			5
Data: TNC: Total Number of Crashes FC: Fatal Crashes IC: Injury Crashes PDO: Property Damage Only SR: Severity Ratio PSS: Project Severity Score Formula: SR= (9 X FC) + (3.5 X IC) + (1.0 X PDO)/TNC PSS= 5x(SR-1)	3=>75% 2= 50-74% 1= 40-59% 2= 20-39% 1=<19%	Road Segments R=1,000,000 x C/365 x N x V x L Intersections R=1,000,000 x C/365 x N x V R=Crash Rate per 100 million VMT C=Total number of crashes in the study period N=Number of years of data V=Traffic volume L=Length of segment (mi) * Normalized per 100 million VMT	5=>80% 4= 60-79% 3= 40-59% 2= 20-39% 1=<19% All project PSS will be grouped into equal frequency and assigned points based on scale	Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field surveys, local network analysis)	Describe how selected safety countermeasures relate to the Regional Safety Blueprint and/or the safety analysis process previously described

2.5 System Performance – 15 Points				2.6 System Condition – 20 Points			
Current AADT/Lane		Future AADT/Lane		Functional Classification		Bridge Condition	
5		5		5		20	
>10,001	5	>10,001	5	Interstate/Freeway/Expressway	5	Sufficiency rating	
7501 - 10,000	4	7501 - 10,000	4	Principal Arterial	4	<=40	20
5,001 - 7,500	3	5,001 - 7,500	3	Minor Arterial	3	40-54	10
2,501 - 5,000	2	2,501 - 5,000	2	Collector	2	55-69	5
0 - 2,500	1	0 - 2,500	1	Local	1	>=70	0

2021-2022
Bicycle/Pedestrian
Scoring Criteria

3.1 Accessibility/Public Health -- 10 Points		
Relationship to Transportation		
15		
Creates link in identified gap or provides new access in walking or bicycling network	General improvements (no plans referenced) Improvements to local corridor (references local plans) Improvements to regional corridor (references regional or national plans)	10 possible
	Improves access to existing transit service	5
3.2 Economic Vitality -- 15 Points		
Serves Regional Activity & Employment Centers		
15		
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		15
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		9
Project serves any activity center		6
None of the above		0
3.3 Environment -- 15 Points		
Environmental Lands		
15		
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed		1
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required		3
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required		6
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets		15
3.4 Public Health -- 5 Points		
Reduces Ozone Precursor Emissions		
5		
Project includes elements that use renewable energy sources, recycled materials, or other green technologies		5
3.5 Safety -- 20 Points		
Safety Elements		
20		
Provides separated crossing or parallel safe accommodation for pedestrians and/or bicyclists for railroads, freeways, rivers or other similar barriers		10
Crossing treatments, hazard mitigation, or proven safety countermeasures are provided at intersections or uncontrolled locations		5
Facility Width 13 ft. curb lane OR 10 ft. SUP OR 5 ft. min sidewalk on one side of street 14 ft. curb lane OR 12 ft. SUP OR 5 ft. min sidewalks both sides of street 4 ft. bike lane or ride able shoulder OR >12 ft. SUP OR >5 ft. sidewalks both sides of street		5
3.6 System Performance -- 20 Points		
Addresses Identified System Preservation Need		
20		
Population residents & employees w/in 1-mi radius	<5,000 5,000-9,999 10,000-14,999 15,000-20,000 >20,000	4 6 8 12 20
3.7 Place Making -- 10 Points		
Design Elements		
10		
Appropriate design elements contributing to quality places (up to 10 pt. total)	Bicycle parking Trash cans Benches Traffic calming such as bulb outs, narrowing travel lanes, raised crosswalks Uses new tested visibility technology or treatment beyond MUTCD Lighting Other (must describe)	1 1 1 2 2 2 2

2021-2022
Public Transportation
Scoring Criteria

4.1 Transportation Choices/Public Health -- 10 Points			
Facilitation of Other Modes			
7			
Improvement in 3 modes level of service	10		
Improvement in 2 modes level of service	5		
Improvement in 1 mode level of service	2		
4.2 Economic Vitality -- 15 Points			
Serves Regional Activity & Employment Centers			
15			
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	15		
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	9		
Project serves any activity center	6		
None of the above	0		
4.3 Environment -- 20 Points			
Environmental Lands		Metrogreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MG	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not enhance connectivity of or implement MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		
4.4 Safety -- 15 Points		4.5 Public Health -- 5 Points	
Safety Elements		Reduces Ozone Precursor Emissions	
20		5	
Does the project include elements that improve transit safety or security?	20	Reduces urban heat island effect through materials or landscaping Decreased energy/fuel use Alternative fuel use Multi-modal/increased bike/ped access Traffic flow/congestion mitigation	One point for each strategy
Incremental Scoring			
4.6 System Condition -- 15 Points			
Addresses Identified System Preservation Need			
15 Points Maximum			
Replaces Obsolete Vehicles	10		
Includes Preventive Maintenance Activities	10		
Improves Existing Transit Stop Facilities	5		
Enhances Existing Transit Fleet Maintenance Facilities	5		
4.7 System Performance -- 15 Points			
Smart Moves Implementation		Operational Efficiency	
10		5	
Project Addresses an Urban/Commuter Corridor	10	Improves coordination with other transit providers or services	5
Project Addresses Major Fixed Route Service	6	Reduces operating costs without reducing ridership	
Project is Community Based Service coordinated with the Regional System	3	Increases ridership on existing routes	

2021-2022
Roadway Capacity
Scoring Criteria

5.1 Transportation Choices/Public Health – 10 Points	
Facilitation of Other Modes	
10	
Improvement in 3 modes level of service	10
Improvement in 2 modes level of service	5
Improvement in 1 modes level of service	2
Pedestrian LOS	
Bicycle LOS	
Transit LOS	

5.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
5	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	
Local delivery truck traffic does not constitute significant freight movement	
Serves Regional Activity & Employment Centers	
10	
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability, Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	6
Project serves any activity center	4
None of the above	0

5.3 Environment – 20 Points			
Environmental Lands		MetroGreen Implementation	
10		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

5.4 Public Health – 5 Points	
Reduces Ozone Precursor Emissions	
Reduces urban heat island effect through materials or landscaping Decreased energy/fuel use Alternative fuel use Multi-modal/increased bike/ped access Traffic flow/congestion mitigation	One point for each strategy

5.5 Safety – 20 Points				
Accident Severity		5 Year Crash Rate*		Data Driven Analysis
5		5		5
Data:	5= >80%	Road Segments	5= >80%	Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field surveys, local network analysis)
TNC: Total Number of Crashes	4= 60-79%	R=1,000,000 x C/365 x N x V x L	4= 60-79%	Describe how selected safety countermeasures relate to the Regional Safety Blueprint and/or the safety analysis process previously described
FC: Fatal Crashes	3= 40-59%	Intersections	3= 40-59%	
IC: Injury Crashes	2= 20-39%	R=1,000,000 x C/365 x N x V	2= 20-39%	
PDO: Property Damage Only	1= <19%	R=Crash Rate per 100 million VMT	1= <19%	
SR: Severity Ratio		C=Total number of crashes in the study period		
PSS: Project Severity Score		N=Number of years of data		
Formula:	All project PSS will be grouped into equal frequency and assigned points based on scale	V=Traffic volume	All project PSS will be grouped into equal frequency and assigned points based on scale	
SR= (9 x FC) + (3.5 x IC) + (1.0 x PDO)/TNC		L=Length of segment (mi)		
PSS= 5x(SR-1)		* Normalized per 100 million vehicle miles traveled		

5.6 System Condition – 10 Points		5.7 System Performance (a) – 6 Points			
Useful Life		Congestion Management & System Efficiency			
10		6			
>25 Years or project Includes replacement or rehabilitation of a bridge with a sufficiency rating of 70 or less	10	On Congested CMS Segment	3	CMS Toolbox strategies deployed	1 point/strategy up to 6 maximum
20-24 years	7	On CMS Network	1		
15-19 years	4				
<15 years	0				

5.7 System Performance (b) – 6 Points				5.7 System Performance (c) – 8 Points			
Current LOS		Future LOS		Current AADT/Lane		Future AADT/Lane	
3		3		4		4	
E or F	3	E or F	0	>10,001	4	>10,001	4
D	2	D	3	5,001 - 10,000	3	5,001 - 10,000	3
C	1	C	1	2,501 - 5,000	2	2,501 - 5,000	2
A or B	0	A or B	0	0 - 2,500	1	0 - 2,500	1

2021-2022
Transportation Operations and Management
Scoring Criteria

6.1 Transportation Choices/Public Health – 10 Points	
Facilitates Other Transportation Modes	
Improvement in 3 modes level of service	10
Improvement in 2 modes level of service	5
Improvement in 1 modes level of service	2
Pedestrian LOS	
Bicycle LOS	
Transit LOS	

6.2 Economic Vitality – 15 Points	
Supports the Regional Freight Network	
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5
Any combination of 4 of A thru F	4
Any combination of 3 of A thru F	3
Any combination of 2 of A thru F	2
1 of A through F	1
Within a mile of:	
A. Top twenty warehousing site by square footage	
B. Top twenty manufacturer by number of employees	
C. Presence of a rail/truck or air/truck intermodal facility	
D. Presence of a Foreign Trade Zone	
E. Area with two out of four transportation modes: air, barge, rail, truck	
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	
Local delivery truck traffic does not constitute significant freight movement	
Serves Regional Activity & Employment Centers	
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	10
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.	6
Project serves any activity center	4
None of the above	0

6.3 Environment – 20 Points		MetroGreen Implementation	
Environmental Lands		10	
Applicant provides a map identifying priority natural resource conservation and restoration opportunities along the project corridor and in project watershed	1	Applicant clearly explains how project implements MetroGreen	10
Applicant specifies which conservation areas will be protected, articulates how, and what resources will be required	2	Applicant clearly explains how project enhances connectivity to MG	5
Applicant specifies which natural resource areas will be protected and restored, articulates how, and identifies what resources will be required	4	Project does not implement or enhance connectivity to MetroGreen	0
Applicant also articulates a comprehensive plan to conserve and restore natural resources on a watershed or sub-watershed scale with explicit linkages to other community and environmental assets	10		

6.4 Public Health – 5 Points	
Reduces Ozone Precursor Emissions	
Reduces urban heat island effect through materials or landscaping	One point for each strategy
Decreased energy/fuel use	
Alternative fuel use	
Multi-modal/increased bike/ped access	
Traffic flow/congestion mitigation	

6.5 Safety – 20 Points			
Accident Severity		3 Year Crash Rate*	
5		5	
Data:	5= >80%	Road Segments	5= >80%
TNC: Total Number of Crashes	4= 60-79%	R=1,000,000 x C/365 x N x V x L	4= 60-79%
FC: Fatal Crashes	3= 40-59%	Intersections	3= 40-59%
IC: Injury Crashes	2= 20-39%	R=1,000,000 x C/365 x N x V	2= 20-39%
PDO: Property Damage Only	1= <19%	R=Crash Rate per 100 million VMT	1= <19%
SR: Severity Ratio		C=Total number of crashes in the study period	
PSS: Project Severity Score		N=Number of years of data	
Formula:	All project PSS will be grouped into equal frequency and assigned points based on scale	V=Traffic volume	All project PSS will be grouped into equal frequency and assigned points based on scale
SR= (9 x FC) + (3 x IC) + (1.0 x PDO)/TNC		L=Length of segment (mi)	
PSS= 5x(SR-1)		* Normalized per 100 million vehicle miles traveled	

6.6 System Performance (a) – 10 Points			
Current AADT/Lane		Future AADT/Lane	
5		5	
>10,001	5	>10,001	5
5,001 - 10,000	3	5,001 - 10,000	3
2,501 - 5,000	2	2,501 - 5,000	2
0 - 2,500	1	0 - 2,500	1

6.6 System Performance (b) – 10 Points			
Congestion Management & System Efficiency		Corridor/Access Management	
6		4	
On Congested CMS Segment	3	CMS Toolbox strategies deployed	1 point/strategy up to 6 maximum
On CMS Network	1	If project implements a corridor/access management plan, award full points. If not, award zero points	

6.7 System Condition – 10 Points	
Useful Life	
10	
>25 Years or project includes replacement or rehabilitation of a bridge with a sufficiency rating of 70 or less	10
20-24 years	7
15-19 years	4
<15 years	0

2021-2022
Transportation Safety
STP Scoring Criteria

7.1 Stakeholder Engagement – 10 Points	
10	
Extent to which the project will engage multiple professional sectors and their stakeholders.	10

7.2 Transportation Choices/Public Health – 10 Points	
Facilitates Other Transportation Modes	
10	
Improves highway-rail grade crossing safety	10
Improves bicycle and pedestrian safety	
Improves bus transit safety or transit rider safety	

7.3 Economic Vitality – 15 Points		
Supports the Regional Freight Network		
5		
On a designated National, Regional, or Local Freight Corridor or Direct connection to A, B, C, D, F (does not include E) or Average daily truck traffic greater than 500	5	
Any combination of 4 of A thru F	4	
Any combination of 3 of A thru F	3	
Any combination of 2 of A thru F	2	
1 of A through F	1	
Within a mile of:		
A. Top twenty warehousing site by square footage	10	
B. Top twenty manufacturer by number of employees		
C. Presence of a rail/truck or air/truck intermodal facility		
D. Presence of a Foreign Trade Zone		
E. Area with two out of four transportation modes: air, barge, rail, truck		
F. Located within a mile of a significant freight corridor, i.e., roadway with greater than 500 trucks/day	6	
Local delivery truck traffic does not constitute significant freight movement		
Serves Regional Activity & Employment Centers		
10		
Project serves activity center * found to be of highest development intensity and walkability, and/or Project implements elements & recommendations of "Planning Sustainable Places" or corridor demonstration projects from "Creating Sustainable Places" initiatives, and/or Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		10
Project serves activity center found to be of higher development intensity walkability. Project sponsor is able to clearly and objectively document how served activity center has increased in intensity and walkability in order to warrant a higher intensity status.		6
Project serves any activity center	4	
None of the above	0	

7.4 Safety – 35 Points			
Accident Severity		5 Year Crash Rate*	Countermeasures
10		10	7
Data:	10= >80%	Road Segments	10= >80%
TNC: Total Number of Crashes	8= 60-79%	$R = 1,000,000 \times C / 365 \times N \times V \times L$	8= 60-79%
FC: Fatal Crashes	6= 40-59%	Intersections	6= 40-59%
IC: Injury Crashes	4= 20-39%	$R = 1,000,000 \times C / 365 \times N \times V$	4= 20-39%
PDO: Property Damage Only	2= <19%	R=Crash Rate per 100 million VMT	2= <19%
SR: Severity Ratio		C=Total number of crashes in the study period	
PSS: Project Severity Score		N=Number of years of data	
		V=Traffic volume	
		L=Length of segment (mi)	
		* Normalized per 100 million vehicle miles traveled	
Formula:			
$SR = (9 \times FC) + (3.5 \times IC) + (1.0 \times PDO) / TNC$			
$PSS = 5 \times (SR - 1)$			
All project PSS will be grouped into equal frequency and assigned points based on scale		All project PSS will be grouped into equal frequency and assigned points based on scale	
		Describe safety analysis methods used including either quantitative or qualitative or both. Describe the results of this study. Examples may include, but are not limited to, site or systemic analysis, Road Safety Audit, field	
		Describe how selected safety countermeasures relate to the Regional Safety Blueprint and/or the safety analysis process previously described	

7.5 System Performance – 20 Points			
Current AADT/Lane		Future AADT/Lane	
10		10	
>10,001	10	>10,001	10
5,001 - 10,000	8	5,001 - 10,000	8
2,501 - 5,000	6	2,501 - 5,000	6
0 - 2,500	4	0 - 2,500	4

2021-2022

Other Eligible Projects

Scoring Criteria

8.1	Transportation Choices/Public Health - Number of transportation modes directly integrated - Project improves bicycle/pedestrian connections between complimentary land uses	10
8.2	Economic Vitality - Serves regional activity or employment center - Supports regional freight network	15
8.3	Environment - Preserves or restores environmentally sensitive lands, cultural resources and agricultural lands and/or includes an environmental mitigation plan - Helps implement or connect MetroGreen® regional trails and greenways system	20
8.4	Public Health - Reduces ozone precursor emissions	5
8.5	Safety and Security - Has completed a safety analysis and has described results - Includes appropriate countermeasures or systematic safety improvements	20
8.6	System Condition - Increases useful life of existing facility - Addresses a deferred maintenance or system maintenance need	15
8.7	System Performance - Increases efficiency of existing system - Reduces current congestion - Volume of travel	15



Staff Request for Commission Action

Tracking No. 20147

Full Commission Meeting Date: 6/11/2020

Committee: Public Works & Safety

Date of Standing Committee Action: 5/18/2020

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
4/27/2020	Steven Haulmark			Police Department

Item Description:

The Police Department and the Sheriff's Office are seeking approval to apply for and accept the FY2020 Coronavirus Emergency Supplemental Funding Grant in the amount of \$318,256. This funding will be used to purchase Personal Protective Gear, cleaning supplies, and equipment to be secured and stored in a state of readiness to protect the employees of the Kansas City, Kansas Police Department and the Wyandotte County Sheriff's Office when mitigating incidents or serving individuals in incidents directly related to Coronavirus exposure. The performance period for this grant will extend from January 20, 2020 through January 20, 2022. There is no match required for this grant.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 2055

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 05/18/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 3/11/2020	<u>Contact Name:</u> Alan Howze, Gordon Criswell, Michael York, Laura Cromwell	<u>Contact Phone:</u> x8951, x5024, x6009, x6067	<u>Contact Email:</u> ahowze@wycokck.org, gcriswell@wycokck.org, myork@kckpd.org, LCromwell@kckpd.org	<u>Department/Division:</u> Police Department
---------------------------	---	--	---	--

Item Description:

Information update on the implementation of body cameras for Kansas City Kansas Police Department. The update will include information on the timing of the implementation and communication with the community.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 20152

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 5/18/20

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
5/7/2020	Michael Callahan	x5951	chiefcallahan@kckfd.org	Fire Department

Item Description:

KCKFD would like permission to submit an application to FEMA for a Staffing for Adequate Fire and Emergency Response (SAFER) grant. The department will be requesting 18 additional firefighters to assist us in being compliant with NFPA 1710 and OSHA regulations. There is a matching requirement for this grant. The Federal match for the first two years will be 75% and the third year will be 35%.

KCKFD is requesting permission to proceed with the application process in hopes to be awarded the grant in August of 2020.

Action Requested:

5/18/20

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: