

Transportation Policy Body (TPB) Meeting Agenda  
 Tuesday, December 14<sup>th</sup> at 3:00 pm



<b>Location =</b>	<b>271 W. 3rd Street, Ste. 203 (2<sup>nd</sup> Floor), Wichita, Kansas 67202</b>
<b>Or Online =</b>	<a href="https://global.gotomeeting.com/join/314344125" style="color: blue; text-decoration: underline;">https://global.gotomeeting.com/join/314344125</a>

Please call us at 316-779-1321 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests. [Note: Meeting agenda is subject to change during the meeting.]

## Meeting Agenda

	Pg. #s in this packet
<b>1. Welcome</b>	
<b>2. Regular Business</b>	
A. Approval of December 14 <sup>th</sup> , 2021 Agenda	Page <b>1</b>
B. <a href="#">Approval of November 9<sup>th</sup>, 2021 Meeting Minutes</a>	Pages <b>2 to 4</b>
C. TPB Chairman's Report	
• Director's Report	
• <a href="#">Overview &amp; Updates</a>	
D. Consent Agenda	
• <a href="#">On-Call Legal Services</a>	Pages <b>5 to 17</b>
<b>3. Public Comments</b>	Page <b>18</b>
<b>4. New Business</b>	
A. <a href="#">Action: REIMAGINED MOVE 2040 Amendment #1</a> Chad Parasa and Nick Flanders, WAMPO	Pages <b>19 to 24</b>
B. <a href="#">Action: 2021-2024 TIP (Transportation Improvement Program) Amendment #5</a> Nick Flanders, WAMPO	Pages <b>25 to 39</b>
C. <a href="#">Action: 2021-2024 TIP (Transportation Improvement Program) Special Amendment #5.5</a> Nick Flanders, WAMPO	Pages <b>40 to 54</b>
D. <a href="#">Update: Safety of the Transportation System—Recent Study Examples</a> Nicole Waldheim and Kendra Schenk, Burgess Niple	Pages <b>55 to 56</b>
<b>5. Committee &amp; Partnership Updates</b>	
A. Executive Committee	
B. Committees: Active Transportation (Alan Kailer & Jack Brown); Safety & Health (Dr. Elizabeth Ablah)	
C. KDOT, Wichita Metro	
D. KDOT (Kansas Department of Transportation)	
E. FHWA (Federal Highway Administration)	
<b>6. Other Business</b>	
<b>7. Adjournment</b>	
<b>WAMPO Region Population Map and Table</b>	Pages <b>57 to 58</b>
<b>WAMPO Acronym Glossary</b>	Page <b>59</b>
<b>WAMPO TPB Roster</b>	Page <b>60</b>
<b>WAMPO 2022 TPB Meetings</b>	Page <b>61</b>

Chad Parasa, TPB Secretary

December 7, 2021

WAMPO fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Discrimination Complaint Form visit [www.wampo.org](http://www.wampo.org) or call (316) 779-1321. Requests for special accommodation and/or language interpretation should be made to Kathryn Chambers [kathryn.chambers@wampo.org](mailto:kathryn.chambers@wampo.org) or call (316) 779-1321.



**Meeting Summary**  
Transportation Policy Body (TPB) Meeting Summary  
Tuesday, November 9<sup>th</sup>, 2021 @ 3:00 PM  
*Hybrid Meeting*

**Meeting Duration:** 61 minutes

**Members in Attendance:**

David Dennis, TPB Chair  
Jim Benage, Bel Aire  
Ron Colbert, Valley Center  
Bryan Frye, Wichita  
Jack Hezlep, Derby  
Jim Howell, Sedgwick Co.  
Tom Jones, Park City

Richard LaMunyon, Maize  
Hunter Larkin, Goddard  
Robert Layton, Wichita  
Pete Meitzner, Sedgwick Co.  
Mike Moriarty, KDOT  
Warren Porter, Rose Hill  
Terry Somers, SCAC

John Speer, Kechi  
Troy Tabor, Andover  
Brent Terstriep, KDOT  
Becky Tuttle, Wichita  
**Alt:**  
Brent Clark, Valley Center  
Tom Stolz, Sedgwick Co.

**Other Attendees:**

Greg Allison, MKEC  
Kathryn Chambers, WAMPO  
Cecelie Cochran, FHWA  
Nick Flanders, WAMPO  
Gary Janzen, Wichita  
Alan Kailer, Bike Walk Wichita  
Brett Letkowski, TranSystems

Matt Messina, KDOT  
Lynn Packer, Sedgwick Co.  
Chad Parasa, WAMPO  
Tia Raamot, MAPD  
Kelly Rundell, Hite, Fanning &  
Honeyman LLP  
Paul Schiffelbein, MAPD

Jordan Silvers, WAMPO  
Patty Sykes, WAMPO  
James Wagner, Wichita  
Jim Weber, Sedgwick Co.  
Kristi Wilson, KDOT  
Kristen Zimmerman, PEC

**1. Mr. Dennis called the meeting to order at 3:00 PM.**

**2. Regular Business**

**A. Approval of November 9<sup>th</sup>, 2021 Agenda**

**Discussion:** None

**Action:** Moved to approve agenda as presented. Motion passed (18-0).

**Motion:** D. Dennis

**Second:** B. Tuttle

**B. Approval of October 12<sup>th</sup>, 2021 Minutes**

**Discussion:** None

**Action:** Moved to approve minutes. Motion passed (17-0).<sup>1</sup>

**Motion:** D. Dennis

**Second:** J. Hezlep

**C. TPB Chairman's Report**

**i. Director's Report**

**Overview & Updates**

Chad Parasa gave an overview of the upcoming presentations and how they fit into the 3 categories of WAMPO work: short-range transportation planning, long-range transportation planning, and administration. The MTP amendment presented as an update item will be voted on at the next TPB meeting.

**3. Public Comment Opportunity – None**

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<sup>1</sup> One member abstained due to being absent at the previous meeting.

**4. New Business**

**A. Action: CRRSAA, HIP, and Year-End-Balance Project Funding**

i. WAMPO staff made technical adjustments to the recommendations of the PSC and TAC after coordinating with the staff of relevant agencies, as requested at the October TPB meeting. The adjusted recommendations are to allocate funds as follows:

Project Name	Amount	Funding Source
WAMPO Travel Demand Model Update	\$700,000	CRRSAA
West St., Harry to Pawnee	\$3,089,097	CRRSAA
Zoo Boulevard Bridge over M.S. Mitch Mitchell Floodway	\$683,064	FFY2020 HIP
Meridian, from Ford (77 <sup>th</sup> St. N.) to Seward (69 <sup>th</sup> St. N.) and Main to 5 <sup>th</sup> (85 <sup>th</sup> St. N.)	\$556,717	FFY2021 HIP
Academy Avenue Improvements from Maize Road to Maize City Park	\$700,000	CMAQ

With the following redistributions of STP funding:

Project	CRRSAA/HIP	STP Redistribution	Net Allocation
West St.	\$3,089,097	-\$401,584	\$2,687,513
Zoo Blvd. Bridge	\$683,064	+\$64,904	\$747,968
Meridian Ave.	\$556,717	+\$336,680	\$893,397

**Action:** Moved to approve the PSC and TAC recommendations as adjusted by WAMPO staff. Motion passed (18-0).

**Motion:** D. Dennis

**Second:** T. Tabor

ii. The adjusted recommendations in Item 4Ai leave CMAQ and STP funds unallocated to the total amount of \$895,649.90. It is recommended by WAMPO staff to allocate the next available, qualifying funds to the “Academy Avenue Improvements from Maize Road to Maize City Park” project, up to \$1,055,381, on top of the amount recommended in Item 4Ai, due to cost-estimate increases for the project since the initial PSC and TAC recommendations were made.

It is also recommended that any additional funds that are or will become available in FFY2022 be proportionally allocated among qualifying FFY2022 TIP projects whose federal funding is less than the allowed 80% because of unexpected cost increases. If there are still funds available at the end of FFY2022, either all or a portion of them will be carried over to FFY2023, depending upon input from KDOT staff.

**Action:** Moved to approve the recommendations. Motion passed (18-0).

**Motion:** D. Dennis

**Second:** R. LaMunyon

**B. Action: 2022 Unified Planning Work Program (UPWP)**

Chad Parasa presented the 2022 Unified Planning Work Program (UPWP), which documents tasks and budgets for WAMPO’s planned upcoming activities. Short- and long-range transportation plan development is included, as well as potential studies. More details on the UPWP can be found at [wampo.org/planning-documents](http://wampo.org/planning-documents).

**Action:** Moved to approve adoption of the 2022 UPWP as presented. Motion passed (18-0).

**Motion:** D. Dennis

**Second:** J. Hezlep

**C. Update: REIMAGINED MOVE 2040 Amendment #1**

REIMAGINED MOVE 2040, WAMPO's long-range transportation plan, includes procedures for amending the plan in order to address changes in the situation after the plan is adopted. The proposed first amendment to this plan adds the following projects: "K-96 - Hillside to Greenwich: Upgrade from 4-Lane to 6-Lane", "K-42: from the Sumner/SG Co Line to south of W 71st St at Clonmel: Rehabilitate and add shoulders", and "Stand-Alone Bicycle/Pedestrian Projects not Specifically Identified". In addition, there are administrative adjustments to several phases of the North Junction Project. The public comment period for the proposed amendment is open through November 21<sup>st</sup>, 2021.

D. **Update: TIP Project Locations and Funding Amounts**

Nick Flanders and Jordan Silvers presented maps and tables of regional projects as of 2021-2024 TIP Amendment #4, distinguishing between projects using WAMPO suballocated funds (Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Program, or Transportation Alternatives Program) and non-suballocated funds.

**5. Committee & Partnership Updates**

A. **Executive Committee**

The executive committee met to discuss action items for the TPB, as well as WAMPO tasks and budget in the UPWP development. The status of the on-call legal services contract was discussed by the committee, and the proposed contract is currently under KDOT staff's review.

B. **Committees: Active Transportation; Safety & Health**

The next Active Transportation Committee meeting will be held on December 1st at 9:30 AM. The next Safety & Health Committee meeting will be held on February 2nd at 9:30 AM.

C. **KDOT, Wichita Metro – None**

D. **KDOT**

The North Junction project is moving forward with property acquisitions. The next step for "K-96 - Hillside to Greenwich: Upgrade from 4-Lane to 6-Lane" is to hire a consultant for the design process.

E. **FHWA**

At the time of the meeting, Congress had just passed the Infrastructure Investment and Jobs Act (IIJA). Further details on the bill, the release of funding, and new guidelines will be available in the upcoming weeks.

**6. Other Business**

WAMPO staff will be coordinating with FHWA staff and KDOT staff on the IIJA as it unfolds in the upcoming weeks.

**7. Meeting adjourned at 4:01 PM.**

**The next regular meeting will be held on Tuesday, December 14<sup>th</sup>, 2021 at 3:00 PM.**





## Background:

The Wichita Area Metropolitan Planning Organization (WAMPO) for the past three years received legal counsel and services by an On Call Legal Services Law Firm, Hite, Fanning & Honeyman L.L.P., Attorney Kelly Rundell. That contract, which was for three years, will end on December 31, 2021.

In October, WAMPO sent out a Request for Proposal (RFP) and only one law firm responded to that RFP. A selection committee which consisted of the Transportation Policy Body (TPB) Chairman, TPB Executive Committee member and immediate past Chairman, and WAMPO Director all met to discuss selection of on-call legal services consultant. Selection Committee members unanimously agreed to select Hite, Fanning & Honeyman L.L.P. to serve the needs of WAMPO.

## Fiscal/Budget Considerations:

The project will be on a fixed fee basis not to exceed the budgeted amount as shown in the approved Unified Planning Work Program (UPWP).

Standard cost for legal services (such as those included in the scope of services and not including litigation) will be \$190.00 per hour of attorney time. No anticipation of paralegal services or legal assistant necessary, however if used, with WAMPO's prior approval, their time is charged at a rate of \$125 per hour.

There will be no charge for supplies or utilization of electronic research. Detailed time records of work performed are approved with time increments of one hour. Statements will be submitted on a quarterly basis.

## Recommendations:

- The Selection Committee recommends that the Transportation Policy Body approve the On-Call Legal Services contract with Hite, Fanning & Honeyman L.L.P. as presented.

## Attachment(s)

- [Contract for On-Call Legal Services](#)

# CONTRACT FOR PROFESSIONAL SERVICES

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## Wichita Area Metropolitan Planning Organization On-call Independent Legal Services Contract

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Wichita Area Metropolitan Planning Organization (WAMPO), (hereinafter referred to as “the Client”); and Hite Fanning & Honeyman L.L.P., Attorneys at Law, (hereinafter referred to as “the Consultant”)

**WHEREAS**, the Client wants to contract with the Consultant for On-call Independent Legal Services providing legal advice to WAMPO and representing WAMPO in various negotiations among WAMPO, the City of Wichita, Kansas, Sedgwick County, Kansas, other county and municipal governments, and other businesses and organizations doing business with WAMPO. The contract is financed in part with funding from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), and is subject to federal requirements and regulations. The services performed under any resulting agreement shall comply with all federal, state and City of Wichita laws and regulations. In addition, this contract will be subject to the requirements of *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and

**WHEREAS**, the Consultant is licensed in the State of Kansas to practice law and is in good standing with the Kansas courts, is able to undertake this Project on behalf of the Client; has presented the proposal most advantageous to Client from among competitive submissions, and

**WHEREAS**, the Client desires to retain the services of the Consultant on an on-call basis to provide Independent Legal Services in such negotiations and the amount of funding available for on-call services shall not exceed amounts stated in the approved WAMPO Unified Planning Work Program and Budget; and

### **NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **DESCRIPTION OF SERVICES.** The Consultant will provide the services and deliver documents required to provide support to:
  - A. Legal review, determination on activities, and consistency among existing documents related to contracts, memorandums of understanding, agreements, and other such documents among WAMPO, the City of Wichita, Kansas; Sedgwick County, Kansas; other county and municipalities, and other businesses and organizations doing business with WAMPO.
  - B. Attend various meetings; including those between WAMPO and the other principals, the WAMPO Transportation Policy Body (TPB), or other relevant meetings.
  - C. Provide on-call assistance for legal questions and concerns pertaining to new contracts, memorandums of understanding, agreements, and other such documents by the Client in accordance with the guidelines set forth by the FHWA, the State of Kansas, and the City of Wichita Revised Non Discrimination and Equal Opportunity Statement in Exhibit A, and Kansas Department of Transportation (KDOT) Special Attachment to Contracts and Agreements in Exhibit B.
  - D. Advise WAMPO staff and review documents pertaining to the development of policies and procedures such as Employment Status, Payroll, Employee Benefits, Travel, Information Technology, Financial Controls, Purchasing, Employment Policies, Workplace Guidelines, Employee Conduct, Employment Status and Records, and Record Management/Retention and other internal processes for the implementation and operation of the organization going independent.
  - E. To be available during regular business hours to provide any and all forms of representation such as the Client may wish during the performance of this Contract.
  - F. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the client.

- G. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.
- H. To be responsible for the professional and technical accuracies and coordination of all work and materials furnished by the Consultant under this Contract.
- I. To save and hold harmless the Client against all suits, claims and losses arising from or caused by errors, omissions or negligent acts of the Consultant, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- J. To maintain professional liability insurance in commercially reasonable coverages and amounts for the entire term of this Contract.

**2. PERFORMANCE OF SERVICES.** The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in completing such services; provided, the Consultant will provide requested personal representation, information and activities as agreed between Client and Consultant. Consultant's schedule will be given due consideration in the setting of meetings at which representation is desired with the exception of the regularly scheduled Transportation Policy Body Board meetings.

**3. PAYMENT.** The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the Contract for the direct hours worked by the Consultant at the rate set forth in Exhibit C, Fee Schedule, which by this reference is incorporated and made a part of this Contract. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the Contract for material and other direct costs specified in the Scope of Services and for reasonable expenses incurred as a direct result of Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. Unless acceptable by the Client, the maximum cost not-to-exceed dollar amount for the compensation for services and costs detailed in this Agreement is \$20,000.00 annually, with a total not-to-exceed \$60,000.00 total, as set forth in Exhibit C, Fee Schedule. During the progress Consultant will submit invoices for work covered by this Contract, on a calendar quarterly basis, for work completed January through March, April through June, July through September and October through December. Payments will be made to the Consultant, based on the statements provided by the Consultant itemizing the number of hours of work performed. Client will make payment within 30 days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. In addition, the Consultant agrees that;

- A. The reimbursement for the professional services required by this Contract will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the Client and the Consultant.
- B. The Client will inform the Consultant within 30 days of any dissatisfaction with deliverables or invoicing and may withhold reimbursement until such issues are resolved. The Client will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction
- C. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.

D. Client will inform Consultant promptly upon discovery of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.

4. **CASH BASIS AND BUDGET LAWS.** The right of the Client to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Contract shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Contract the Client reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
5. **INDEMNIFICATION AGREEMENT.** Consultant agrees to fully indemnify, defend, and hold harmless Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of Consultant, its officers, employees, independent contractors, or representatives in the performance of this Contract.
6. **TERM/TERMINATION.** This Contract shall run for three (3) calendar years effective January 1, 2022 or the date of the final signature on this contract whichever is later. This Contract shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by Consultant to carry out this contract shall, at the option of Client, become the property of the Client and be immediately turned over to the Client. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
7. **PROPRIETARY MATERIALS.** Upon the successful completion of contract, all data provided by the Client, and any new data collected by the Consultant under this contract will be returned to the Client. The Consultant agrees to not keep copies of the provided and collected data after the successful completion of the contract for any other use, or transfer data to any other party without the written approval from the Client.
8. **RELATIONSHIP OF PARTIES.** It is understood and agreed that the Consultant is an independent contractor and the parties will have an attorney-client relationship.
9. **NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client: Chad Parasa or his Designee  
WAMPO Director  
Wichita Area Metropolitan Planning Organization  
455 N. Main St. – 10<sup>th</sup> Floor  
Wichita, Kansas 67202-1688

For the Consultant: Kelly J. Rundell  
Attorney at Law  
Hite Fanning & Honeyman L.L.P.  
100 N. Broadway, Suite 950  
Wichita, KS 67206

- 10. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Contract supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.
- 11. AMENDMENT.** This Contract may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.
- 12. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Contract is invalid or unenforceable, but by limiting the applicability of such provision the entire Contract would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.
- 13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 14. APPLICABLE LAW.** This Contract shall be governed by the law of the State of Kansas.

**Wichita Area Metropolitan Planning Organization:**

\_\_\_\_\_  
David Dennis  
Transportation Policy Body Chairperson

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Chad Parasa  
WAMPO TPB Secretary

\_\_\_\_\_  
Date

**Hite, Fanning & Honeyman, L.L.P.:**

\_\_\_\_\_  
Kelly J. Rundell  
Attorney at Law

\_\_\_\_\_  
Date

## EXHIBIT A

Special Attachment No. 1

Page 1 of 2

### 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 Nondiscrimination 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)

**EXHIBIT B**

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

**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.

## EXHIBIT C

### Fee Schedule

The amount paid under this contract will not exceed \$60,000.00, with the amount paid for work performed in any individual year (2022, 2023, 2024) will not exceed \$20,000.00.

Standard cost for legal services (such as those included in the scope of services and not including litigation) will be \$190.00 per hour of attorney time.

Contractor costs are as follows:

Contractor	Cost per Hour
Hite, Fanning & Honeyman L.L.P., Attorneys at Law	
Kelly J. Rundell, Primary	\$190.00
Jerry D. Hawkins, Secondary	\$190.00
Other attorneys	no more than \$180.00

The use of paralegal or legal assistant services is not anticipated. If used, however, with WAMPO's prior approval, their time is charged at a rate of \$125 per hour.

Consultation between two or more attorneys in the firm will be charged the sum time of one attorney. In the event of an extraordinarily complex matter that consultation was necessary, prior approval from WAMPO will be obtained before billing for more than attorneys' time.

Service costs will include photocopies at a rate of .10 per page.

There is no charge for travel within the WAMPO geographical planning area. Travel outside of the WAMPO geographical metropolitan area will be charged at the current IRS rate and any expenses in accordance with the KDOT Policy for Consultant Contract Reimbursement for Hotel and Per Diem, Exhibit D.

There will be no charge for supplies or utilization of electronic research. Detailed time records of work performed are provided with time in increments of .1 hour. Statements will be submitted on a quarterly basis.

EXHIBIT D

KDOT POLICY FOR  
CONSULTANT CONTRACT REIMBURSEMENT  
FOR  
HOTEL AND PER DIEM

Attention Contract Partners:

The following policy for hotels and per diem rates will be effective January 1, 2021 for contracts with consultants and sub-consultants statewide.

	Daily Meals (max.)	Per Meal Allowance	Lodging before tax	Max Lodging Addl 50%*
Standard rate for all Kansas locations except Wichita & KC/OP	\$55.00	Breakfast \$8.25 Lunch \$19.25 Dinner \$27.50	\$96.00	\$144.00
Wichita (includes Sedgwick County)	\$61.00	Breakfast \$9.15 Lunch \$21.35 Dinner \$30.50	\$103.00	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$66.00	Breakfast \$9.90 Lunch \$23.10 Dinner \$33.00	\$123.00	\$184.50

\*Prior approval required

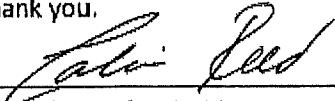
No out-of-state hotel bills will be reimbursed without advanced written approval (for prime and/or sub-consultant). An amount above these daily rates or un-approved out-of-state stays will not be reimbursed.

Per diem will be allowed only with overnight travel. Per diem reimbursement/invoicing must be submitted with hotel receipt. Submit company's policy prior to starting work. A summary must be provided with billings recapping costs per day per individual. Please notify your sub-consultants of these rates.

Mileage will be limited to the IRS rate of \$0.560/mile unless the company has audited vehicle usage rates for their company vehicles. Receipts are required for: Airport parking (limited to \$14/day); Tolls, Rental vehicles (economy class only), and Equipment Rentals. Equipment, vehicles, reproduction/printing, CADD, GPS, etc., charged as direct expense must have an audited rate to be used. Direct equipment expenses without an audited rate and "snacks" for meetings will not be allowed.

Reimbursement rates may change as State and/or Federal policies change.

Thank you.



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Calvin E. Reed, P.E., Director  
Division of Engineering and Design  
Kansas Department of Transportation

1/14/2021

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Date

C: Pam Anderson, Chief, Bureau of Fiscal Services



**Agenda Item 3**  
**Public Comment Opportunity**  
Commissioner David Dennis, TPB Chair

The Public Comment Opportunity is an open forum for the public to provide comments about specific items on this month's agenda, as well as any other issues directly pertaining to WAMPO's policies, programs, or documents.

Comments are requested to be emailed to [wampo@wampo.org](mailto:wampo@wampo.org) at least one day prior to the meeting. Comments are limited to two (2) minutes per individual during the meeting.





**Agenda Item 4A: Action**  
**REIMAGINED MOVE 2040 Amendment #1**  
 Chad Parasa and Nick Flanders, WAMPO

**Background:**

REIMAGINED MOVE 2040, WAMPO’s long-range transportation plan, includes procedures for amending the plan in order to address changes in the situation after the plan is adopted. The first proposed amendment to this plan has completed its Public Comment period, during which no comments were received, and has been forwarded to the Transportation Policy Body (TPB) by the Technical Advisory Committee (TAC). The proposed Amendment includes the following projects: “K-96 - Hillside to Greenwich: Upgrade from 4-Lane to 6-Lane,” “K-42: from the Sumner/SG Co Line to south of W 71st St at Clonmel: Rehabilitate and add shoulders,” and “Bicycle/Pedestrian/Trail/Safety Projects.” In addition, there are administrative adjustments to several phases of the North Junction Project.

**Public Review & Comment Schedule:**

ACTIVITY	DATE	LOCATION	PURPOSE
PUBLIC REVIEW & COMMENT PERIOD	<b>October 23, 2021 thru November 21, 2021</b>	Electronic Review: <a href="http://www.wampo.org">www.wampo.org</a>  <i>Hard copy documents are available upon request.</i>  271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	The general public, partners, and stakeholders will have an opportunity to review and comment on the proposed amendments. Comments will be accepted in person, via phone, or in writing. A summary of the comments received will be provided to the TPB prior to final action.  Please submit comments to: <a href="mailto:chad.parasa@wampo.org">chad.parasa@wampo.org</a>
Special Public Meeting	<b>Friday, October 29, 2021 2:00-4:00 PM</b>	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	An open house event on the proposed amendment to the REIMAGINED MOVE 2040 long-range plan.
Technical Advisory Committee (TAC) Meeting	<b>Monday, November 22 10:00 AM</b>	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202 Or Online Meeting	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TAC is scheduled to make a formal recommendation on the proposed amendment at this meeting.
Transportation Policy Body (TPB) Meeting	<b>Tuesday, December 14 3:00 PM</b>	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202 Or Online Meeting	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TPB is scheduled to take formal action on the proposed amendment at this meeting.

WAMPO’s public participation process also satisfies Wichita Transit’s public participation requirements for their Program of Projects.



**Agenda Item 4A: Action**  
**REIMAGINED MOVE 2040 Amendment #1**  
Chad Parasa and Nick Flanders, WAMPO

**Action Options:**

- Approve the amendment, as proposed.
- Not approve the amendment.
- Approve the amendment with specific changes.

**Recommendation:**

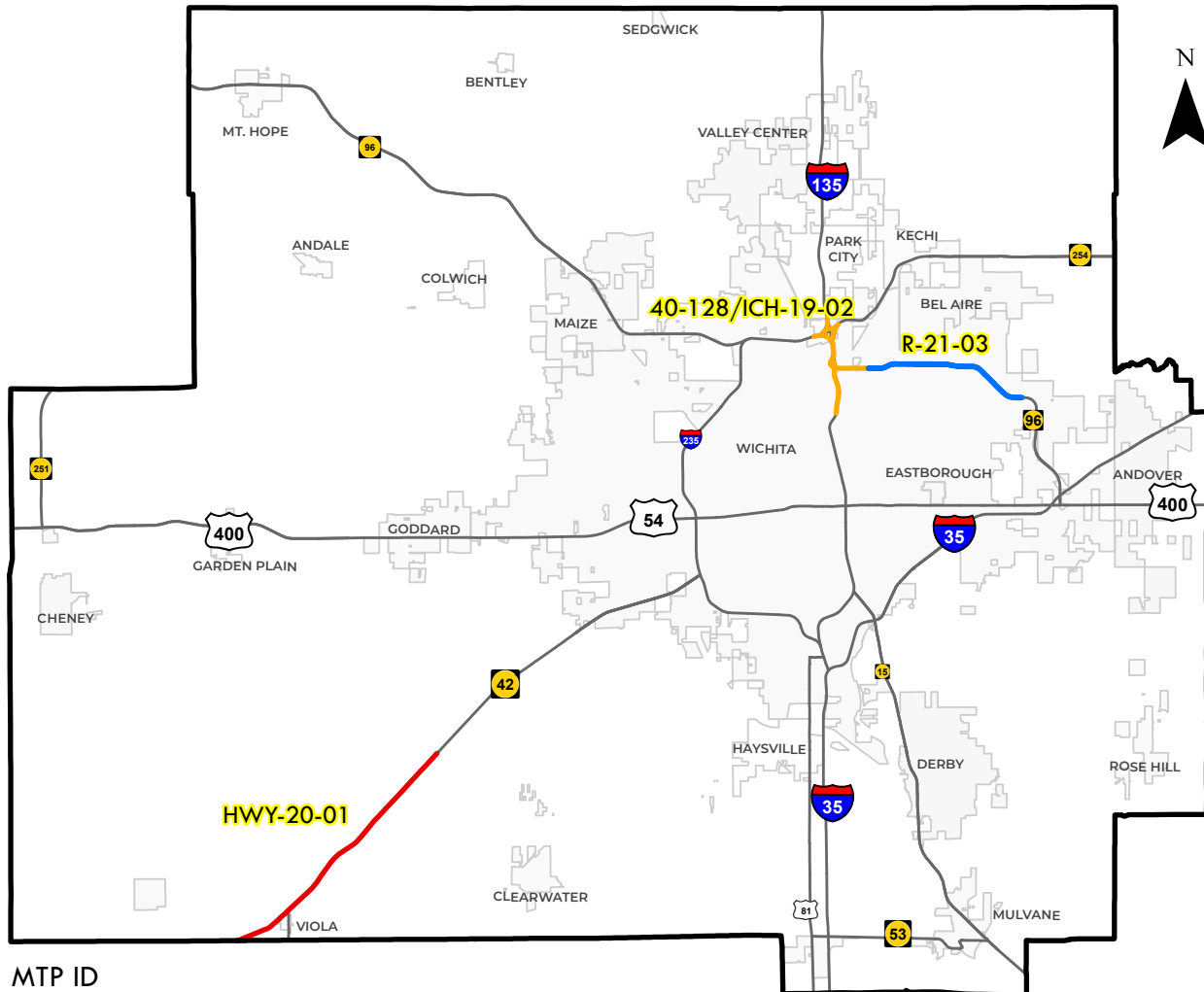
- Approve *REIMAGINED MOVE 2040 Amendment #1*, as proposed.

**Amended Plan, available at [wampo.org/mtp](http://wampo.org/mtp):**

- [Main Document](#)
- [Planning Factors Appendix](#)
- [Public Engagement Appendix](#)
- [System Performance Appendix](#)
- [Safety Appendix](#)
- [Bicycle and Pedestrian Appendix](#)
- [Transit/Paratransit Appendix](#)
- [Freight Appendix](#)
- [Regional Project List Appendix](#)
- [Travel Demand Model Appendix](#)
- [Finance Appendix](#)
- [Environment Appendix](#)
- [Environmental Justice Appendix](#)
- [Technology Appendix](#)
- [Amendment Procedures](#)



# REIMAGINED MOVE 2040 Amendment #1



MTP ID

— 40-128/ICH-19-02 — HWY-20-01 — R-21-03

MTP ID	KDOT ID	Title	Amendment Type	Project Status
R-21-03	KA-6099-01/02	K-96 - Hillside to Greenwich: Upgrade from 4-Lane to 6-Lane	Amendment	NEW
HWY-20-01	KA-5807-01	K-42: from the Sumner/SG Co Line to south of W 71st St at Clonmel: Rehabilitate and add shoulders	Amendment	NEW
BP-21-00	N/A	Bicycle/Pedestrian/Trail/Safety Projects	Amendment	NEW (not mappable)
40-128	KA-3232-02	North Junction Gold Project- Reconstruction of the I-235, I-135, K-254 & K-96 Interchange	Administrative Adjustment	Existing
ICH-19-02	KA-3232-03	North Junction Accelerated Project - SB I-135 and WB I-235 Flyover Option #2	Administrative Adjustment	Existing
40-128	KA-3232-03	Gold Phase 2A -- North Junction- I-235/ I-135/K-254	Administrative Adjustment	Deleted

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary  
Michael J. Moriarty, Chief



Phone: 785-296-3841  
Fax: 785-296-8168  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

October 4, 2021

Mr. Chad Parasa  
Planning Director  
Wichita Area Metro Planning Organization  
Wichita, KS 67202

Dear Mr. Parasa,

The Kansas Department of Transportation is requesting an amendment to WAMPO's MOVE 2040 Reimagined Metropolitan Transportation Plan (MTP.) This amendment would add two Kansas Eisenhower Legacy Program (IKE) projects that were awarded from KDOT's first local consultation round. KDOT understands that, in making the requested changes, the financial capacity for them must exist in the plan for the plan to remain fiscally constrained. In accordance with our current practice for the MTP and TIP, when a new project or an increase in project costs requires an amendment to the MTP, the additional funds come attached to the project IKE Program funding provided by the Kansas Legislature will provide the additional capacity needed for the inclusion of the above-mentioned projects.

As part of this amendment, we are also requesting administrative adjustments to several phases of the North Junction Project. These changes include project deletions and description updates. The descriptions, scopes and cost estimates of the projects are shown on the following pages. We appreciate your consideration of including these changes in your MTP.

Sincerely,

Michael J. Moriarty  
Chief, Bureau of Transportation Planning

A handwritten signature in black ink, appearing to read "Matt J. Messina".

Matthew Messina  
Manager, Comprehensive Transportation Planning Unit

Attachment: Project descriptions and estimates

A. IKE Program Project Additions

Pipeline Main	County	Route	Location	Project Description
<b>ANNOUNCED IKE MODERNIZATION/ EXPANSION PROJECTS</b>				
<b>EXPANSION</b>				
KA-3232-02	Sedgwick	I-235	I-235, I-135, K-254 and K-96 Interchange (Gold Project) in northeast Wichita, Kansas	Interchange improvements
KA-6099-01	Sedgwick	K-96	K-96: From N Hillside Street east to N Greenwich Road in Wichita	Discovery Phase for upgrade from 4-Lane to 6-lane freeway section and evaluation of Alternate Delivery Option
KA-6099-02	Sedgwick	K-96	K-96: From N Hillside Street east to N Greenwich Road in Wichita	Upgrade K-96 in Wichita from a 4-Lane to 6-lane freeway
<b>MODERNIZATION</b>				
KA-5807-01	Sedgwick	K-42	K-42: from the Sumner/Sedgwick Co Line approximately 9.0 miles northeast to south of W 71st St at Clonmel	Rehabilitate and add shoulders

**KA-6099-01/-02 K-96 - Hillside to Greenwich: Upgrade from 4-Lane to 6-Lane**

FFY	Work Phase	NHPP	State	Total
2021	PE*	\$160,000.00	\$40,000.00	\$200,000.00
2022	PE	\$22,800,000.00	\$5,700,000.00	\$28,500,000.00
2023	ROW	\$15,200,000.00	\$3,800,000.00	\$19,000,000.00
2024	Util	\$7,600,000.00	\$1,900,000.00	\$9,500,000.00
2026	CE	\$11,400,000.00	\$2,850,000.00	\$14,250,000.00
2026	Construction	\$152,000,000.00	\$38,000,000.00	\$190,000,000.00
		\$209,160,000.00	\$52,290,000.00	\$261,450,000.00

\* KA-6099-01- PE in 2021: Discovery Phase for Eisenhower Legacy Program 2020 selections

**KA-5807-01 K-42: from the Sumner/SG Co Line to south of W 71st St at Clonmel: Rehabilitate and add shoulders**

FFY	Work Phase	STP	State	Total
2020	PE	\$480,000	\$120,000	\$600,000
2021	ROW		\$90,000	\$90,000
2022	UTIL	\$72,000	\$18,000	\$90,000
2023	CE	\$480,000	\$120,000	\$600,000
2023	Construction	\$4,800,000	\$1,200,000	\$6,000,000
		\$5,832,000	\$1,548,000	\$7,380,000

B. Administrative Adjustments to Project Descriptions

Current North Junction Projects							
WAMPO ID	KDOT ID	Project	Total Cost	MTP: WAMPO Funding Menu Amount	TIP: WAMPO Funding Award Amount	Time Band	Reason for Change
<del>40-128</del>	<del>KA-3232-03</del>	<del>NJ Accelerated Proj Flyover: (Phase 1 of Gold Project)</del>	<del>\$49,353,324</del>			<del>2020-2024</del>	Delete project (duplicate for ICH-19-02)
40-128	KA-3232-02	North Junction Gold Project- Reconstruction of the I-235, I-135, K-254 & K-96 Interchange	\$129,045,055			2020-2024	Clarification of project description
ICH-17-01B	KA-3232-02	I-235/I-135/K-254 interchange in north Wichita Gold Project Pre-Construction Activities	\$25,097,040	\$1,667,040	\$1,667,040	2020-2024	No change
ICH-19-02	KA-3232-03	North Junction Accelerated Project - SB I-135 and WB I-235 Flyover Option #2	<del>\$4,331,160</del> \$49,932,479			2020-2024	Previous funding incorporated into current funding



**Agenda Item 4B: Action**  
**2021 - 2024 Transportation Improvement Program (TIP), Amendment #5**  
Nick Flanders, GIS Analyst/Transportation Planner

Amendment #5 to the WAMPO 2021 – 2024 Transportation Improvement Program (TIP) is a regularly scheduled amendment. It is the fifth scheduled amendment for this TIP. The 2021 – 2024 TIP took effect on October 1, 2020.

**Action Options:**

- Approve the amendment, as proposed.
- Not approve the amendment.
- Approve the amendment with specific changes.

**Recommendation:**

- Approve 2021 - 2024 Transportation Improvement Program (TIP) Amendment #5, as proposed.

**Next Steps:**

- The approved amendment will be sent to the Kansas Department of Transportation (KDOT) to be included in the Statewide Transportation Improvement Program (STIP) for review and consideration by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Federal approval of the STIP amendment is expected in January 2021.

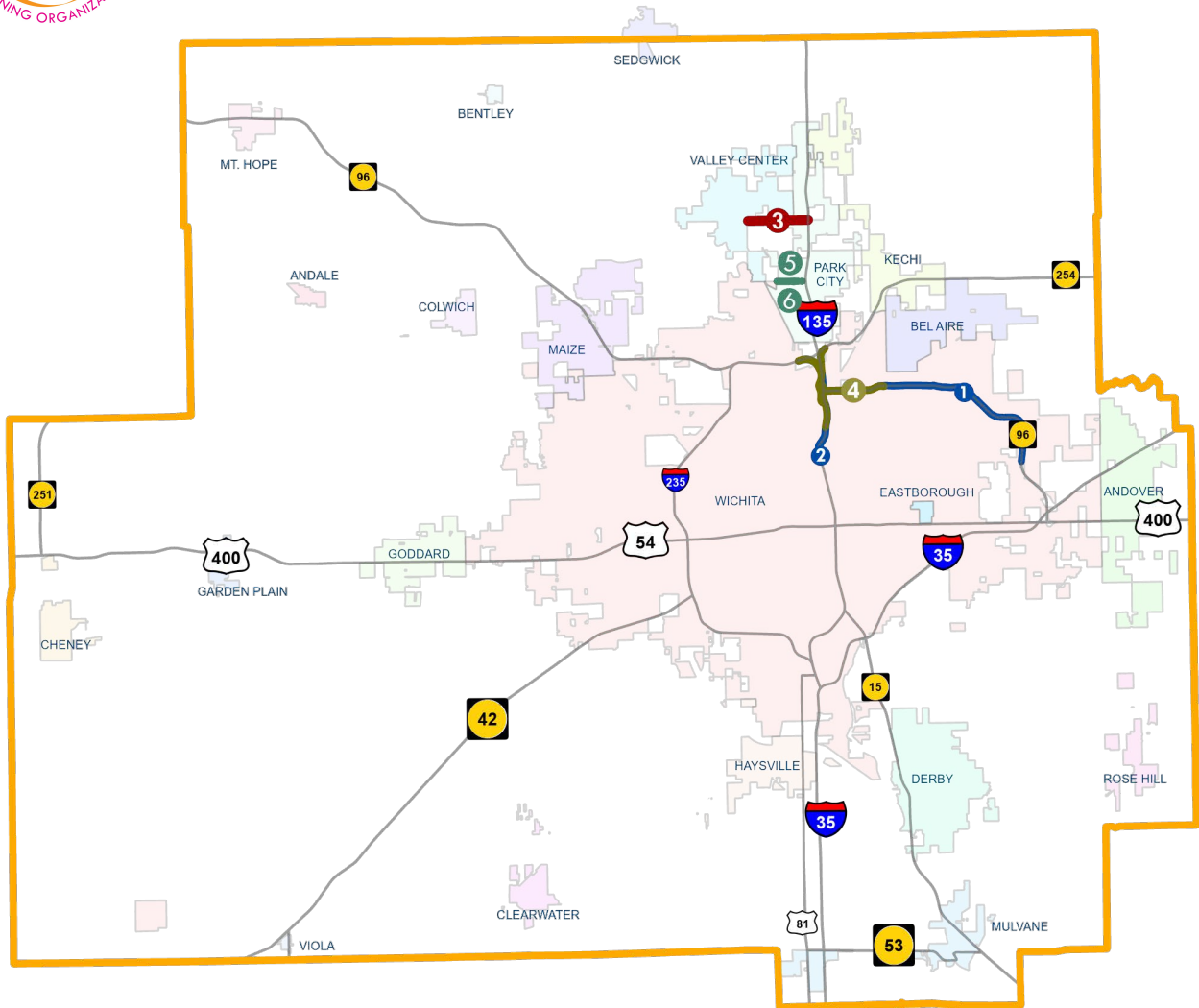
**Attachment:**

- [WAMPO 2021 - 2024 TIP Amendment 5](#)





# Transportation Improvement Program (TIP) Amendment #5



## LEGEND

- WAMPO PLANNING BOUNDARY
- New Projects
- Administrative Adjustment
- Removed Projects
- Formal Amendment

Map ID	Project Name
<b>1</b>	K-96 in Sedgwick County: Upgrade from 4-Lane to 6-Lane (2022, 2023, 2024, 2027) (KDOT)
<b>2</b>	I-235, I-135, K-254 & K-96 Interchange-Gold Project-Wichita (2019, 2020, 2021, 2022) (KDOT)
<b>3</b>	Ford St Economic Development in Valley Center/Park City (2022) (KDOT)
<b>4</b>	I-135 in Sedgwick County (2018, 2019) (KDOT)
<b>5</b>	Bridge over Chisholm Creek on 61st Street North (2017, 2018, 2019) (City of Park City)
<b>6</b>	61st Street North, Broadway to the Wichita Valley Center Floodway Bridge (2020, 2021) (City of Park City)
<b>Not mapped</b>	Sedgwick County Transportation Comprehensive Operations and Technology Feasibility Study and Implementation (2021) (Sedgwick County Department of Aging)

# Transportation Improvement Program (TIP) Amendment #5 2021 – 2024

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**Staff Contact:** Nick Flanders, GIS Analyst/Transportation Planner  
nicholas.flanders@wampo.org | 316-779-1318



## Public Review & Comment Schedule

Activity	Date	Location	Purpose
<b>Public Review &amp; Comment Period</b>	October 23, 2021 thru November 21, 2021	Electronic Review: <a href="http://www.wampo.org">www.wampo.org</a> <i>Hard copy documents are available upon request.</i>	The general public, partners, and stakeholders will have an opportunity to review and comment on the proposed amendments. Comments will be accepted in person, via phone, or in writing. A summary of the comments received will be provided to the TPB prior to final action.
		271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	Please submit comments to: <a href="mailto:chad.parasa@wampo.org">chad.parasa@wampo.org</a>
<b>Technical Advisory Committee (TAC) Meeting</b>	Monday, November 22 10:00 AM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TAC is scheduled to make a formal recommendation on the proposed amendment at this meeting.
<b>Transportation Policy Body (TPB) Meeting</b>	Tuesday, December 14 3:00 PM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TPB is scheduled to take formal action on the proposed amendment at this meeting.

WAMPOs public participation process also satisfies Wichita Transit’s public participation requirements for their Program of Projects.

## Background

WAMPO’s Transportation Improvement Program (TIP) is an on-going program that assigns funding to specific highway, road, bridge, transit, bicycle, pedestrian, and other transportation projects in the region. Inclusion in the TIP is federally required before any federal funds can be made available for use on a project.

The current TIP covers projects that are expected to be active during Federal Fiscal Years (FFYs) 2021 through 2024; it includes 125 projects, totaling \$859,347,757 in estimated cost. The complete project list and additional project information can be found on WAMPO’s website, at <https://www.wampo.org/transportation-improvement-program>.

## Amendment #5 Summary

Regular opportunities are provided to project sponsors to request changes during the project development process. Requests for new projects or requests for significant changes to scope or cost are considered as formal Amendments and require formal approval by the WAMPO Transportation Policy Body (TPB). Smaller, administrative changes\* are processed by staff.

Amendment #5 requests for changes were accepted for 7 projects. Of these,

- 4 will require formal action
- 3 were administrative changes\*

\*Administrative Changes: requested changes include activities like small adjustments in the cost estimate or schedule

### Amendment #5 Total Financial Impact: + \$145,068,731

#### Formal Action Required

Project Name	Change	Type of Formal Action Change
I-235, I-135, K-254 & K-96 Interchange-Gold Project-Wichita (2019, 2020, 2021, 2022) (KDOT)	Add Construction and Construction Engineering phases (and so update project name from “I-235/I-135/K-254 interchange in north Wichita Gold Project Pre-Construction Activities”); change years of local and NHPP funding and NHPP Advance Construction conversions; update contact information; large increase (368%, \$92,452,960) in the cost estimate, from local, state, NHPP, and federal BUILD grant funds.	Significant modification
Ford St Economic Development in Valley Center/Park City (2022) (KDOT)	Remove project from the TIP, \$5,047,277	Remove project
K-96 in Sedgwick County: Upgrade from 4-Lane to 6-Lane (2022, 2023, 2024, 2027) (KDOT)	Add new KDOT project to the TIP, \$57,000,000	New project
I-135 in Sedgwick County (2018, 2019) (KDOT)	Add new KDOT project to the TIP, \$663,048	New project

## Administrative Changes (do not require formal action)

Project Name	Change
<b>Bridge over Chisholm Creek on 61st Street North (2017, 2018, 2019) (City of Park City)</b>	Updated project status to completed. Updated Engineering contact from Sean Fox to Abdul Hamada.
<b>61st Street North, Broadway to the Wichita Valley Center Floodway Bridge (2020, 2021) (City of Park City)</b>	Updated Engineering contact from Sean Fox to Jacob Borchers.
<b>Sedgwick County Transportation Comprehensive Operations and Technology Feasibility Study and Implementation (2021) (Sedgwick County Department of Aging)</b>	Updated Administrative contact from Michelle Stroot to Dorsha Kirksey.

## Partner and Stakeholder Consultation

WAMPO worked extensively with regional planning partners, which include the Kansas Department of Transportation (KDOT) and Wichita Transit, as well as all of our member jurisdictions.

In advance of this amendment, WAMPO coordinated with several KDOT bureaus and alerted project sponsors to necessary project changes. WAMPO conducted an open Call for Changes to project sponsors, and worked closely with representatives of our planning partners and member jurisdictions to review particular projects. WAMPO staff also engaged with the Transportation Policy Body and Technical Advisory Committee (which includes representatives of public transportation and the freight community) on this amendment.

## Public Comments

A 30-day public comment period is planned during October and November 2021.

## MTP Consistency

Federal regulations require the TIP to be “consistent with the region’s Metropolitan Transportation Plan, or MTP” meaning that the projects in the TIP must be listed in or otherwise demonstrated as consistent with the MTP.

After accounting for the proposed changes, the TIP is consistent with the REIMAGINED MOVE 2040 MTP.

## Fiscal Constraint Analysis

Federal regulations require that the TIP be “fiscally constrained,” meaning that there are enough projected revenues to cover the costs of the projects listed in the TIP. After accounting for the proposed changes, the TIP is fiscally constrained.

2021 - 2024			
Program**	Anticipated Revenues	Programmed Costs	Balance
BUILD	\$21,000,000	\$21,000,000	\$0
EARMARK	\$1,800,000	\$1,800,000	\$0
FTA 5307	\$22,400,000	\$22,400,000	\$0
FTA 5310	\$1,737,204	\$1,737,204	\$0
FTA 5339	\$2,690,200	\$2,690,200	\$0
HSIP	\$11,290,692	\$11,290,692	\$0
KDOT-STP	\$4,277,415	\$4,277,415	\$0
MPO-HIF	\$2,352,636	\$2,352,636	\$0
MPO-CMAQ	\$7,606,606	\$6,771,317	\$835,289
MPO-STP	\$41,223,188	\$39,693,600	\$1,529,588
MPO-TA	\$3,235,483	\$3,996,963	(\$761,480)
NHPP	\$109,125,897	\$109,125,897	\$0
<b>FEDERAL SUBTOTAL</b>	<b>\$228,739,321</b>	<b>\$227,135,924</b>	<b>\$1,603,397</b>
<b>LOCAL SUBTOTAL</b>	<b>\$144,576,495</b>	<b>\$144,576,495</b>	<b>\$0</b>
<b>STATE SUBTOTAL</b>	<b>\$75,921,154</b>	<b>\$75,921,154</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$449,236,970</b>	<b>\$447,633,573</b>	<b>\$1,603,397</b>

\*\*See Page 5 for program definitions.

## Program Definitions

- **BUILD:** Better Utilizing Investments to Leverage Development grant program
- **EARMARK:** Funding provided to a project because it is individually listed in a piece of federal legislation
- **FTA 5307:** Federal Transit Administration Urbanized Area Formula Grants program
- **FTA 5310:** Federal Transit Administration Enhanced Mobility of Seniors & Individuals with Disabilities program
- **FTA 5339:** Federal Transit Administration Grants for Buses and Bus Facilities program
- **HSIP:** Highway Safety Improvement Program
- **KDOT-STP:** Surface Transportation Block Grant Program (awarded by KDOT)
- **MPO-HIF:** Highway Infrastructure Program (awarded by WAMPO)
- **MPO-CMAQ:** Congestion Mitigation and Air Quality Improvement program (awarded by WAMPO)
- **MPO-STP:** Surface Transportation Block Grant Program (awarded by WAMPO)
- **MPO-TA:** Transportation Alternatives program (awarded by WAMPO)
- **NHPP:** National Highway Performance Program





# TIP Projects

## 2021-2024 TIP Amendment 21-05

### Amend/Adjust Project

Lead Agency **KDOT**

WAMPO I.D. ICH-17-01B

KDOT Project I.D. 087 KA3232-02

Last TIP Action 21-05

Project Title I-235, I-135, K-254 & K-96 Interchange-Gold Project-Wichita

Project Limits I-235/I-135/K-254 interchange

Project Scope Reconstruction of the I-235, I-135, K-254 and K-96 Interchange in northeast Wichita

Primary Mode Road - Highway

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

#### Administrative Contact

Kristi Wilson

KDOT

(785)368-7091

Kristi.D.Wilson@ks.gov

#### Engineering Contact

Jeff Sims

KDOT

(785)296-3901

Jeff.Sims@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2019	Federal: NHPP	AC	State	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
2019	State			\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
2020	Federal: MPO-STP			\$0	\$0	\$1,667,040	\$0	\$0	\$0	\$0	\$0	\$1,667,040
2020	Federal: NHPP	ACCP		\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
2020	Local			\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2020	State			\$0	\$0	\$1,485,000	\$0	\$0	\$0	\$0	\$0	\$1,485,000
2021	Federal: NHPP	AC	State	\$6,075,000	\$0	\$11,697,960	\$0	\$0	\$0	\$0	\$0	\$17,772,960
2021	State			\$675,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$675,000
2022	Federal: BUILD			\$0	\$0	\$0	\$21,000,000	\$0	\$0	\$0	\$0	\$21,000,000
2022	Federal: NHPP			\$0	\$0	\$0	\$10,499,050	\$2,360,950	\$0	\$0	\$0	\$12,860,000
2022	Federal: NHPP	ACCP		\$6,075,000	\$0	\$11,697,960	\$0	\$0	\$0	\$0	\$0	\$17,772,960
2022	Local			\$0	\$0	\$0	\$14,997,543	\$0	\$0	\$0	\$0	\$14,997,543
2022	State			\$0	\$0	\$0	\$39,503,407	\$4,089,050	\$0	\$0	\$0	\$43,592,457
		Total (using AC, not ACCP)		\$6,750,000	\$2,500,000	\$15,850,000	\$86,000,000	\$6,450,000	\$0	\$0	\$0	<b>\$117,550,000</b>
		Total (using ACCP, not AC)		\$6,750,000	\$2,500,000	\$15,850,000	\$86,000,000	\$6,450,000	\$0	\$0	\$0	<b>\$117,550,000</b>

**Remove Project from TIP**

Lead Agency **KDOT**

WAMPO I.D. R-21-02

KDOT Project I.D. KA-6061-01

Last TIP Action 21-05

Project Title **Ford St Economic Development in Valley Center/Park City**

Project Limits **Ford Street (West 77th Street North) from bridge over the Wichita Valley Center Floodway (WVCFW) east 2.16 miles to the east I-135 / West 77th Street North junction**

Project Scope **Reconstruction with the addition of a roundabout to address offset intersestion at N Seneca Street, improve access, and widen**

Primary Mode **Road - Other Road**      Bike/ped component?       Partially or Fully in: **Butler County**     **Sedgwick County**     **Sumner County**

*Administrative Contact*

**Michelle Needham**  
**KDOT**  
**(785)296-1939**  
**Michelle.D.Needham@ks.gov**

*Engineering Contact*

**Michelle Needham**  
**KDOT**  
**(316)744-1271**  
**donald.snyder@ks.gov**

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Local			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	State			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total (using AC, not ACCP)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total (using ACCP, not AC)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**New Project**

Lead Agency **KDOT**

WAMPO I.D. R-21-06

KDOT Project I.D. KA-6099-02

Last TIP Action 21-05

Project Title **K-96 in Sedgwick County: Upgrade from 4-Lane to 6-Lane**

Project Limits **K-96: From North Hillside Street East to 13th Street**

Project Scope **Upgrade from 4-Lane to 6-lane freeway and bridge reconstruction (pavement replacement only from 21st Street to 13th Street).**

Primary Mode **Road - Highway**      Bike/ped component?       Partially or Fully in: **Butler County**  **Sedgwick County**  **Sumner County**

Administrative Contact

Kristi Wilson

KDOT

785-368-7091

Kristi.D.Wilson@ks.gov

Engineering Contact

Donald Snyder

KDOT

316-744-1271

Donald.Snyder@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Federal: NHPP	AC	State	\$0	\$22,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$22,800,000
2022	State			\$0	\$5,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,700,000
2023	Federal: NHPP	AC	State	\$0	\$0	\$15,200,000	\$0	\$0	\$0	\$0	\$0	\$15,200,000
2023	State			\$0	\$0	\$3,800,000	\$0	\$0	\$0	\$0	\$0	\$3,800,000
2024	Federal: NHPP	AC	State	\$7,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,600,000
2024	State			\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
2027	Federal: NHPP	ACCP		\$7,600,000	\$22,800,000	\$15,200,000	\$0	\$0	\$0	\$0	\$0	\$45,600,000
			Total (using AC, not ACCP)	\$9,500,000	\$28,500,000	\$19,000,000	\$0	\$0	\$0	\$0	\$0	\$57,000,000
			Total (using ACCP, not AC)	\$9,500,000	\$28,500,000	\$19,000,000	\$0	\$0	\$0	\$0	\$0	\$57,000,000

**New Project**

Lead Agency **KDOT**

WAMPO I.D. R-21-07

KDOT Project I.D. KA-5130-01

Last TIP Action 21-05

Project Title I-135 in Sedgwick County

Project Limits I-135 from the Viaduct Bridges North to the South End 37th Street Bridges

Project Scope Patching

Primary Mode **Bridge - Highway**

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Kristi Wilson

KDOT

785-368-7019

Kristi.D.Wilson@ks.gov

Engineering Contact

Donald Snyder

KDOT

316-744-1274

Donald.Snyder@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2018	State			\$0	\$130	\$0	\$0	\$0	\$0	\$0	\$0	\$130
2019	Federal: NHPP			\$0	\$0	\$0	\$523,337	\$69,345	\$0	\$0	\$0	\$592,682
2019	State			\$0	\$0	\$0	\$58,149	\$12,087	\$0	\$0	\$0	\$70,236
		Total (using AC, not ACCP)		\$0	\$130	\$0	\$581,486	\$81,432	\$0	\$0	\$0	<b>\$663,048</b>
		Total (using ACCP, not AC)		\$0	\$130	\$0	\$581,486	\$81,432	\$0	\$0	\$0	<b>\$663,048</b>



# TIP Projects

## 2021-2024 TIP Administrative Adjustment 21-04.1

### Complete Project

Lead Agency City of Park City      WAMPO I.D. B-17-02      KDOT Project I.D. 087 N0654-01      Last TIP Action 21-04.1

Project Title Bridge over Chisholm Creek on 61st Street North

Project Limits 555 feet west of the centerline of I-135.

Project Scope Replace a deficient bridge, construct a new 300 foot bridge meeting all current standards. The bridge will have 10 foot sidewalks on both sides of the bridge.

Primary Mode Bridge - Other Road      Bike/ped component?       Partially or Fully in: Butler County  Sedgwick County  Sumner County

#### Administrative Contact

Sean Fox  
City of Park City  
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Sfox@parkcityks.com

#### Engineering Contact

Abdul Hamada  
WSP Engineering  
(316)425-8920  
abdul.hamada@wsp.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2017	Local			\$0	\$150,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$200,000
2018	Local			\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2019	Federal: MPO-STP			\$0	\$0	\$0	\$4,000,000	\$600,000	\$0	\$0	\$0	\$4,600,000
2019	Local			\$0	\$0	\$0	\$1,000,000	\$150,000	\$0	\$0	\$0	\$1,150,000
Total (using AC, not ACCP)				\$50,000	\$150,000	\$50,000	\$5,000,000	\$750,000	\$0	\$0	\$0	\$6,000,000
Total (using ACCP, not AC)				\$50,000	\$150,000	\$50,000	\$5,000,000	\$750,000	\$0	\$0	\$0	\$6,000,000

**Amend/Adjust Project**

Lead Agency City of Park City

WAMPO I.D. R-19-06

KDOT Project I.D. 087 N0691-01

Last TIP Action 21-04.1

Project Title 61st Street North, Broadway to the Wichita Valley Center Floodway Bridge

Project Limits 61st St N, from Prospect Rd to 300' west of Chisholm Creek Bridge. Bikepath and drainage improvements extend west to the WVCF bridge.

Project Scope Reconstruct 61st Street North as an urban three/four lane road with additions of pedestrian and bike pathways, construct a roundabout at the intersection of 61st Street North and Broadway and implement a road diet along Broadway for approximately one half mile north and south of the intersection.

Primary Mode Road - Other Road      Bike/ped component?       Partially or Fully in: Butler County  Sedgwick County  Sumner County

*Administrative Contact*

Sean Fox  
City of Park City  
(316)744-2026  
sfox@parkcityks.com

*Engineering Contact*

Jacob Borchers  
WSP Engineering  
(316)425-8920  
jacob.m.borchers@wsp.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2020	Local			\$165,000	\$189,962	\$300,000	\$0	\$0	\$0	\$0	\$0	\$654,962
2021	Federal: MPO-STP			\$0	\$0	\$0	\$2,955,818	\$353,760	\$0	\$0	\$0	\$3,309,578
2021	Local			\$0	\$0	\$0	\$1,149,182	\$261,990	\$0	\$0	\$0	\$1,411,172
Total (using AC, not ACCP)				\$165,000	\$189,962	\$300,000	\$4,105,000	\$615,750	\$0	\$0	\$0	<b>\$5,375,712</b>
Total (using ACCP, not AC)				\$165,000	\$189,962	\$300,000	\$4,105,000	\$615,750	\$0	\$0	\$0	<b>\$5,375,712</b>

**Amend/Adjust Project**

Lead Agency Transit - Sedgwick County Dept. of Aging

WAMPO I.D. 40-544

KDOT Project I.D. 087 N0726-01

Last TIP Action 21-04.1

Project Title Sedgwick County Transportation Comprehensive Operations and Technology Feasibility Study and Implementation

Project Limits Sedgwick County

Project Scope Conduct a comprehensive operations and technology feasibility study and implement recommendations. The proposed study will be comprehensive; including recommendations on improvements to the current service delivery model and operational structure to improve access, quality of service and productivity. As the system grows, the agency needs to determine whether the current mix of in-house and contracted service is the most efficient way to provide service. This project and its funding will be transferred to the Federal Transit Administration.

Primary Mode Transit

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Dorsha Kirksey

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(316)660-5158

Dorsha.Kirksey@sedgwick.gov

Engineering Contact

Dorsha Kirksey

Sedgwick County Department of Aging  
(316)660-5158

Dorsha.Kirksey@sedgwick.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2021	Federal: MPO-CMAQ			\$0	\$0	\$0	\$0	\$0	\$178,252	\$0	\$0	\$178,252
2021	Local			\$0	\$0	\$0	\$0	\$0	\$44,563	\$0	\$0	\$44,563
		Total (using AC, not ACCP)		\$0	\$0	\$0	\$0	\$0	\$222,815	\$0	\$0	\$222,815
		Total (using ACCP, not AC)		\$0	\$0	\$0	\$0	\$0	\$222,815	\$0	\$0	\$222,815



**2021 - 2024 Transportation Improvement Program (TIP), Amendment #5.5**  
Nick Flanders, GIS Analyst/Transportation Planner

**Agenda Item 4C: Action**

Amendment #5.5 to the WAMPO 2021 – 2024 Transportation Improvement Program (TIP) is a Special Amendment that is being considered in addition to the regularly scheduled Amendments. It is the sixth formal amendment to this TIP. The 2021 – 2024 TIP took effect on October 1, 2020.

**Action Options:**

- Approve the amendment, as proposed.
- Not approve the amendment.
- Approve the amendment with specific changes.

**Recommendation:**

- Approve 2021 - 2024 Transportation Improvement Program (TIP) Special Amendment #5.5, as proposed.

**Next Steps:**

- The approved amendment will be sent to the Kansas Department of Transportation (KDOT) to be included in the Statewide Transportation Improvement Program (STIP) for review and consideration by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Federal approval of the STIP amendment is expected in January 2021.

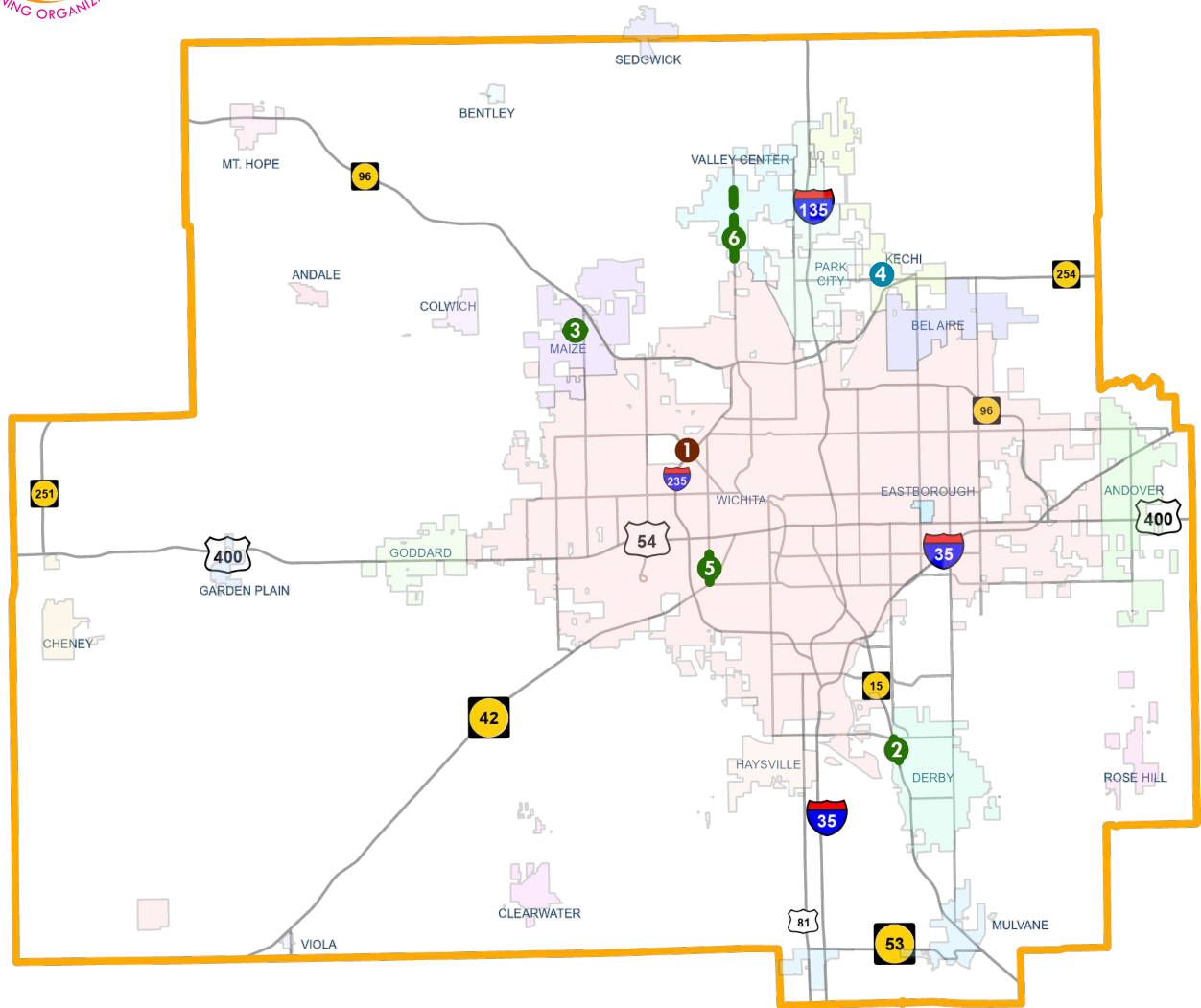
**Attachment:**

- [WAMPO 2021 - 2024 TIP Amendment 5.5](#)





# Transportation Improvement Program (TIP) Special Amendment #5.5



## LEGEND

— BRIDGE - OTHER ROAD   
 — INTERSECTION   
 — ROAD - OTHER ROAD   
  WAMPO PLANNING BOUNDARY

Map ID	Project Name
1	Zoo Boulevard Bridge over M.S. Mitch Mitchell Floodway (2021, 2023, 2024) (Sedgwick County)
2	Nelson Drive Realignment (2023, 2024) (City of Derby)
3	Academy Avenue Improvements from Maize Road to Maize City Park (2022) (City of Maize)
4	Oliver and Kechi Rd. Intersection (2021, 2023, 2024) (City of Kechi)
5	West St., Harry to Pawnee (2018, 2021, 2022, 2023, 2024, 2025) (City of Wichita)
6	Meridian, from Ford (77th St. N.) to Seward (69th St. N.) and Main to 5th (85th St. N.) (2022, 2023) (City of Valley Center)
<b>Not mapped</b>	WAMPO Travel Demand Model Update (2022) (WAMPO)

# Transportation Improvement Program (TIP) Special Amendment #5.5

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**Staff Contact:** Nick Flanders, GIS Analyst/Transportation Planner  
nicholas.flanders@wampo.org | 316-779-1318



## Public Review & Comment Schedule

Activity	Date	Location	Purpose
<b>Public Review &amp; Comment Period</b>	November 13, 2021 thru December 13, 2021	Electronic Review: <a href="http://www.wampo.org">www.wampo.org</a>  <i>Hard copy documents are available upon request.</i>  271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	The general public, partners, and stakeholders will have an opportunity to review and comment on the proposed amendments. Comments will be accepted in person, via phone, or in writing. A summary of the comments received will be provided to the TPB prior to final action.  Please submit comments to: <a href="mailto:chad.parasa@wampo.org">chad.parasa@wampo.org</a>
<b>Technical Advisory Committee (TAC) Meeting</b>	Monday, November 22 10:00 AM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TAC is scheduled to make a formal recommendation on the proposed amendment at this meeting.
<b>Transportation Policy Body (TPB) Meeting</b>	Tuesday, December 14 3:00 PM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TPB is scheduled to take formal action on the proposed amendment at this meeting.

WAMPOs public participation process also satisfies Wichita Transit’s public participation requirements for their Program of Projects.

## Background

WAMPO’s Transportation Improvement Program (TIP) is an on-going program that assigns funding to specific highway, road, bridge, transit, bicycle, pedestrian, and other transportation projects in the region. Inclusion in the TIP is federally required before any federal funds can be made available for use on a project.

The current TIP covers projects that are expected to be active during Federal Fiscal Years (FFYs) 2021 through 2024; it includes 125 projects, totaling \$859,347,757 in estimated cost. The complete project list and additional project information can be found on WAMPO’s website, at <https://www.wampo.org/transportation-improvement-program>.

## Amendment #5.5 Summary

Regular opportunities are provided to project sponsors to request changes during the project development process. Requests for new projects or requests for significant changes to scope or cost are considered as formal Amendments and require formal approval by the WAMPO Transportation Policy Body (TPB). Smaller, administrative changes\* are processed by staff.

Amendment #5.5 is a “Special Amendment” that is being processed in addition to the regularly scheduled Amendments.

Amendment #5.5 requests for changes were accepted for 7 projects. Of these,

- 7 will require formal action
- 0 were administrative changes\*

\*Administrative Changes: requested changes include activities like small adjustments in the cost estimate or schedule

### Amendment #5.5 Total Financial Impact: + \$7,211,201

#### Formal Action Required

Project Name	Change	Type of Formal Action Change
<b>Nelson Drive Realignment (2023, 2024) (City of Derby)</b>	Increase (31.6%, \$2,269,819) in the cost estimate; update contact information	Significant modification
<b>Oliver and Kechi Rd. Intersection (2021, 2023, 2024) (City of Kechi)</b>	Increase (13.2%, \$506,372) in the cost estimate; correct MPO-STP funds downward from \$2,028,756 to \$1,524,224 (the amount allowed for the project in the MTP)	Modification
<b>Academy Avenue Improvements from Maize Road to Maize City Park (2022) (City of Maize)</b>	Increase (61.4%, \$2,379,227) in the cost estimate; increase MPO-CMAQ funds by \$1,446,892; add \$148,757 in MPO-STP funds; add KDOT Project I.D.	Significant modification
<b>Meridian, from Ford (77th St. N.) to Seward (69th St. N.) and Main to 5th (85th St. N.) (2022, 2023) (City of Valley Center)</b>	Increase (18.2%, \$1,537,466) in the cost estimate; add \$556,717 in Highway Improvement Program (HIP) funds from the FFY2021 distribution of HIP funds; increase MPO-STP funds by \$336,680; update contact information	Significant modification
<b>West St., Harry to Pawnee (2018, 2021, 2022, 2023, 2024, 2025) (City of Wichita)</b>	Increase (1.0%, \$185,000) in the cost estimate; add \$3,089,097 in Coronavirus Response and Relief Supplemental	Significant modification

	Appropriations Act (CRRSAA) federal funds, reduce MPO-STP funds by \$401,584	
<b>Zoo Boulevard Bridge over M.S. Mitch Mitchell Floodway (2021, 2023, 2024) (Sedgwick County)</b>	Increase (77.6%, \$1,337,192) in the cost estimate; add \$683,064 in Highway Improvement Program (HIP) funds from the FFY2020 distribution of HIP funds; increase MPO-STP funds by \$64,904; update contact information; add KDOT Project I.D.	Significant modification
<b>WAMPO Travel Demand Model Update (2022) (WAMPO)</b>	Decrease (-58.9%, -\$1,003,875) in the cost estimate; MPO-CMAQ and local funding sources replaced entirely by Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) federal funds (\$700,000)	Significant modification

### Partner and Stakeholder Consultation

WAMPO worked extensively with regional planning partners, which include the Kansas Department of Transportation (KDOT) and Wichita Transit, as well as all of our member jurisdictions.

In advance of this amendment, WAMPO coordinated with several KDOT bureaus and alerted project sponsors to necessary project changes. WAMPO conducted an open Call for Changes to project sponsors, and worked closely with representatives of our planning partners and member jurisdictions to review particular projects. WAMPO staff also engaged with the Transportation Policy Body and Technical Advisory Committee (which includes representatives of public transportation and the freight community) on this amendment.

### Public Comments

A 30-day public comment period is planned during November and December 2021.

### MTP Consistency

Federal regulations require the TIP to be “consistent with the region’s Metropolitan Transportation Plan, or MTP” meaning that the projects in the TIP must be listed in or otherwise demonstrated as consistent with the MTP.

After accounting for the proposed changes, the TIP is consistent with the REIMAGINED MOVE 2040 MTP.

## Fiscal Constraint Analysis

Federal regulations require that the TIP be “fiscally constrained,” meaning that there are enough projected revenues to cover the costs of the projects listed in the TIP. After accounting for the proposed changes, the TIP is fiscally constrained.

2021 - 2024			
Program**	Anticipated Revenues	Programmed Costs	Balance
BUILD	\$21,000,000	\$21,000,000	\$0
CRRSAA	\$3,789,097	\$3,789,097	\$0
EARMARK	\$1,800,000	\$1,800,000	\$0
FTA 5307	\$22,400,000	\$22,400,000	\$0
FTA 5310	\$1,737,204	\$1,737,204	\$0
FTA 5339	\$2,690,200	\$2,690,200	\$0
HSIP	\$11,290,692	\$11,290,692	\$0
KDOT-STP	\$4,277,415	\$4,277,415	\$0
MPO-HIF	\$3,592,417	\$3,592,417	\$0
MPO-CMAQ	\$7,606,606	\$6,855,109	\$751,497
MPO-STP	\$41,223,188	\$39,417,825	\$1,805,363
MPO-TA	\$3,235,483	\$3,996,963	(\$761,480)
NHPP	\$109,125,897	\$109,125,897	\$0
<b>FEDERAL SUBTOTAL</b>	<b>\$233,768,199</b>	<b>\$231,972,819</b>	<b>\$1,795,380</b>
<b>LOCAL SUBTOTAL</b>	<b>\$146,950,801</b>	<b>\$146,950,801</b>	<b>\$0</b>
<b>STATE SUBTOTAL</b>	<b>\$75,921,154</b>	<b>\$75,921,154</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$456,640,154</b>	<b>\$454,844,774</b>	<b>\$1,795,380</b>

\*\*See Page 5 for program definitions.

## Program Definitions

- **BUILD:** Better Utilizing Investments to Leverage Development grant program
- **CRRSAA:** Coronavirus Response and Relief Supplemental Appropriations Act
- **EARMARK:** Funding provided to a project because it is individually listed in a piece of federal legislation
- **FTA 5307:** Federal Transit Administration Urbanized Area Formula Grants program
- **FTA 5310:** Federal Transit Administration Enhanced Mobility of Seniors & Individuals with Disabilities program
- **FTA 5339:** Federal Transit Administration Grants for Buses and Bus Facilities program
- **HSIP:** Highway Safety Improvement Program
- **KDOT-STP:** Surface Transportation Block Grant Program (awarded by KDOT)
- **MPO-HIF:** Highway Infrastructure Program (awarded by WAMPO)
- **MPO-CMAQ:** Congestion Mitigation and Air Quality Improvement program (awarded by WAMPO)
- **MPO-STP:** Surface Transportation Block Grant Program (awarded by WAMPO)
- **MPO-TA:** Transportation Alternatives program (awarded by WAMPO)
- **NHPP:** National Highway Performance Program



# TIP Projects

## 2021-2024 TIP Special Amendment 21-05.5

### Amend/Adjust Project

Lead Agency City of Derby

WAMPO I.D. 40-541

KDOT Project I.D.

Last TIP Action 21-05.5

Project Title Nelson Drive Realignment

Project Limits Nelson Drive, between Patriot and just south of Red Powell

Project Scope Realignment of Nelson Drive and associated circulation improvements to address multiple safety issues due to a lack of access management. improve multimodal access to a redeveloping mixed-use area, and establish the K-15 area as a gateway to the City of Derby. Includes a new signalized access from K-15 to Nelson Dr.

Primary Mode Road - Other Road

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

#### Administrative Contact

Alex Lane  
City of Derby  
(316)788-6632  
alexlane@derbyweb.com

#### Engineering Contact

Alex Lane  
City of Derby  
(316)788-6632  
alexlane@derbyweb.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2023	Local			\$190,000	\$335,000	\$429,704	\$0	\$0	\$0	\$0	\$0	\$954,704
2024	Federal: MPO-STP			\$0	\$0	\$0	\$4,679,276	\$360,000	\$0	\$0	\$0	\$5,039,276
2024	Local			\$0	\$0	\$0	\$3,369,638	\$90,000	\$0	\$0	\$0	\$3,459,638
Total (using AC, not ACCP)				\$190,000	\$335,000	\$429,704	\$8,048,914	\$450,000	\$0	\$0	\$0	\$9,453,618
Total (using ACCP, not AC)				\$190,000	\$335,000	\$429,704	\$8,048,914	\$450,000	\$0	\$0	\$0	\$9,453,618



## Amend/Adjust Project

Lead Agency City of Kechi

WAMPO I.D. INT-19-01

KDOT Project I.D. 087 N0693-01

Last TIP Action 21-05.5

Project Title Oliver and Kechi Rd. Intersection

Project Limits Oliver and Kechi Road Intersection

Project Scope Reconstruction of the intersection of Oliver and Kechi Road to current standards with improved geometry, dedicated turn lanes, traffic signals, curb and gutter, and storm sewer. Project includes a 10-foot wide multi-use path along the north side of Kechi Road and the west side of Oliver. It includes 6-foot wide sidewalk on the south side of Kechi Road and the east side of Oliver. It includes design, right-of-way acquisition, utility relocation, construction, and construction engineering.

Primary Mode Intersection

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Kamme Sroufe

City of Kechi

(316)744-9287

ksroufe@kechiks.gov

Engineering Contact

Ben Mabry

PEC

(316)262-2691

ben.mabry@pec1.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2021	Local			\$0	\$207,400	\$0	\$0	\$0	\$0	\$0	\$0	\$207,400
2023	Local			\$1,040,000	\$0	\$65,500	\$0	\$0	\$0	\$0	\$0	\$1,105,500
2024	Federal: MPO-STP			\$0	\$0	\$0	\$1,324,224	\$200,000	\$0	\$0	\$0	\$1,524,224
2024	Local			\$0	\$0	\$0	\$1,352,346	\$165,747	\$0	\$0	\$0	\$1,518,093
Total (using AC, not ACCP)				\$1,040,000	\$207,400	\$65,500	\$2,676,570	\$365,747	\$0	\$0	\$0	\$4,355,217
Total (using ACCP, not AC)				\$1,040,000	\$207,400	\$65,500	\$2,676,570	\$365,747	\$0	\$0	\$0	\$4,355,217

## Amend/Adjust Project

Lead Agency City of Maize

WAMPO I.D. 40-548

KDOT Project I.D. 087 N-0717-01

Last TIP Action 21-05.5

Project Title Academy Avenue Improvements from Maize Road to Maize City Park

Project Limits Academy Avenue, from Maize Road to Maize City Park

Project Scope Implement the paving, stormwater, sidewalk, shared-use path, and streetscape elements from the Academy Arts District Plan from Maize Rd to the west border of Maize City Park (Cathey St). Specific project elements are construction of the eastern gateway and various plaza spaces, Academy Ave residential segment, MOXI Crossing, City Park, reconstruction of Khedive St from Academy Ave south to the school parking lot, reconstruction of Park Ave from Academy Ave north approximately ½ block, added parking along Khedive St and Park Ave, and retaining wall extension south along King St.

Primary Mode Road - Other Road      Bike/ped component?       Partially or Fully in: Butler County  Sedgwick County  Sumner County

*Administrative Contact*

Jolene Graham  
City of Maize  
(316)722-7561  
jgraham@cityofmaize.org

*Engineering Contact*

Steve Anderson  
City of Maize  
(316)722-7561  
sanderson@cityofmaize.org

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Federal: MPO-CMAQ			\$0	\$0	\$0	\$3,586,892	\$360,000	\$0	\$0	\$0	\$3,946,892
2022	Federal: MPO-STP			\$0	\$0	\$0	\$148,757	\$0	\$0	\$0	\$0	\$148,757
2022	Local			\$260,000	\$575,000	\$100,000	\$1,133,578	\$90,000	\$0	\$0	\$0	\$2,158,578
		Total (using AC, not ACCP)		\$260,000	\$575,000	\$100,000	\$4,869,227	\$450,000	\$0	\$0	\$0	<b>\$6,254,227</b>
		Total (using ACCP, not AC)		\$260,000	\$575,000	\$100,000	\$4,869,227	\$450,000	\$0	\$0	\$0	<b>\$6,254,227</b>

## Amend/Adjust Project

Lead Agency City of Valley Center

WAMPO I.D. R-19-07

KDOT Project I.D. 087 N0711-01

Last TIP Action 21-05.5

Project Title Meridian, from Ford (77th St. N.) to Seward (69th St. N.) and Main to 5th (85th St. N.)

Project Limits Meridian, from 0.25-mi south of Seward (69th St N) to the railroad crossing north of Ford Street (77th St N). and from Main to 5th (85th St. N.)

Project Scope Reconstruct and pave Meridian from 0.25-mi. south of 69th Street to RR Tracks, just North of Ford Street. Project has a 10' sidewalk, which connects as part of City's bike / ped plan. Storm sewer inlet adjustment as necessary with spot curb and gutter replacement in areas that have settled. Existing lane configuration will be maintained. Reconstruct Meridian Avenue from Main Street to 5th Street North to address deteriorating pavement conditions, tra

Primary Mode Road - Other Road

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Engineering Contact

Brent Clark

Josh Golka

City of Valley Center

PEC

(316)755-7310

(316)262-2691

Bclark@valleycenterks.org

Josh.Golka@pec1.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Local			\$50,000	\$603,136	\$100,000	\$0	\$0	\$0	\$0	\$0	\$753,136
2023	Federal: MPO-HIF			\$0	\$0	\$0	\$556,717	\$0	\$0	\$0	\$0	\$556,717
2023	Federal: MPO-STP			\$0	\$0	\$0	\$5,951,530	\$535,012	\$0	\$0	\$0	\$6,486,542
2023	Local			\$0	\$0	\$0	\$2,047,782	\$133,753	\$0	\$0	\$0	\$2,181,535
		Total (using AC, not ACCP)		\$50,000	\$603,136	\$100,000	\$8,556,029	\$668,765	\$0	\$0	\$0	<b>\$9,977,930</b>
		Total (using ACCP, not AC)		\$50,000	\$603,136	\$100,000	\$8,556,029	\$668,765	\$0	\$0	\$0	<b>\$9,977,930</b>

**Amend/Adjust Project**

Lead Agency City of Wichita

WAMPO I.D. R-19-16

KDOT Project I.D.

Last TIP Action 21-05.5

Project Title West St., Harry to Pawnee

Project Limits West Street from Harry to Pawnee

Project Scope Construct 5 lane roadway with pedestrian, signal upgrades, and drainage improvements. West/Pawnee/Southwest Boulevard intersection will be partially realigned.

Primary Mode Road - Other Road      Bike/ped component?       Partially or Fully in: Butler County  Sedgwick County  Sumner County

*Administrative Contact*

Shawn Mellies  
City of Wichita  
(316)268-4632  
smellies@wichita.gov

*Engineering Contact*

Shawn Mellies  
City of Wichita  
(316)268-4632  
smellies@wichita.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2018	Local			\$0	\$265,000	\$0	\$0	\$0	\$0	\$0	\$0	\$265,000
2021	Local			\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2022	Local			\$0	\$485,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,485,000
2023	Federal: CRRSAA			\$0	\$0	\$0	\$3,089,097	\$0	\$0	\$0	\$0	\$3,089,097
2023	Federal: MPO-STP			\$0	\$0	\$0	\$1,282,821	\$350,000	\$0	\$0	\$0	\$1,632,821
2023	Federal: MPO-STP	AC	Local	\$0	\$0	\$0	\$5,829,634	\$0	\$0	\$0	\$0	\$5,829,634
2023	Local			\$500,000	\$0	\$0	\$4,747,487	\$350,000	\$0	\$0	\$0	\$5,597,487
2024	Federal: MPO-STP	ACCP		\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
2025	Federal: MPO-STP	ACCP		\$0	\$0	\$0	\$4,829,634	\$0	\$0	\$0	\$0	\$4,829,634
		Total (using AC, not ACCP)		\$500,000	\$1,250,000	\$1,000,000	\$14,949,039	\$700,000	\$0	\$0	\$0	\$18,399,039
		Total (using ACCP, not AC)		\$500,000	\$1,250,000	\$1,000,000	\$14,949,039	\$700,000	\$0	\$0	\$0	\$18,399,039

**Amend/Adjust Project**

Lead Agency County of Sedgwick - Public Works

WAMPO I.D. 40-508

KDOT Project I.D. 87 N-0738-01

Last TIP Action 21-05.5

Project Title Zoo Boulevard Bridge over M.S. Mitch Mitchell Floodway

Project Limits Bridge over M.S. Mitchell Floodway, on Zoo Blvd

Project Scope The project rehabilitates the bridge on Zoo Boulevard crossing the M.S. Mitch Mitchell Floodway. The project would repair pier caps and abutment bearing devises, diaphragms, expansion devices, the deck and other features to improve overall bridge condition and extend the life of the existing infrastructure.

Primary Mode Bridge - Other Road Bike/ped component?  Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Lynn Packer  
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(316) 660-1766  
lynn.packer@sedgwick.gov

Engineering Contact

Lynn Packer  
Sedgwick County  
(316) 660-1766  
lynn.packer@sedgwick.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2021	Local			\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2023	Federal: MPO-HIF			\$0	\$0	\$0	\$683,064	\$0	\$0	\$0	\$0	\$683,064
2023	Federal: MPO-STP			\$0	\$0	\$0	\$964,904	\$80,000	\$0	\$0	\$0	\$1,044,904
2023	Federal: MPO-STP	AC	Local	\$0	\$0	\$0	\$358,246	\$0	\$0	\$0	\$0	\$358,246
2023	Local			\$0	\$0	\$0	\$853,786	\$20,000	\$0	\$0	\$0	\$873,786
2024	Federal: MPO-STP	ACCP		\$0	\$0	\$0	\$358,246	\$0	\$0	\$0	\$0	\$358,246
		Total (using AC, not ACCP)		\$0	\$100,000	\$0	\$2,860,000	\$100,000	\$0	\$0	\$0	\$3,060,000
		Total (using ACCP, not AC)		\$0	\$100,000	\$0	\$2,860,000	\$100,000	\$0	\$0	\$0	\$3,060,000

**Amend/Adjust Project**

Lead Agency WAMPO

WAMPO I.D. 40-514

KDOT Project I.D.

Last TIP Action 21-05.5

Project Title WAMPO Travel Demand Model Update

Project Limits WAMPO region

Project Scope Update WAMPO Travel Demand Model, with complete model calibration and validation.

Primary Mode Planning & Outreach Bike/ped component?  Partially or Fully in: Butler County  Sedgwick County  Sumner County

*Administrative Contact*

Nick Flanders  
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nicholas.flanders@wampo.org

*Engineering Contact*

Nick Flanders  
WAMPO  
(316)779-1318  
nicholas.flanders@wampo.org

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Federal: CRRSAA			\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$700,000
			Total (using AC, not ACCP)	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	<b>\$700,000</b>
			Total (using ACCP, not AC)	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	<b>\$700,000</b>

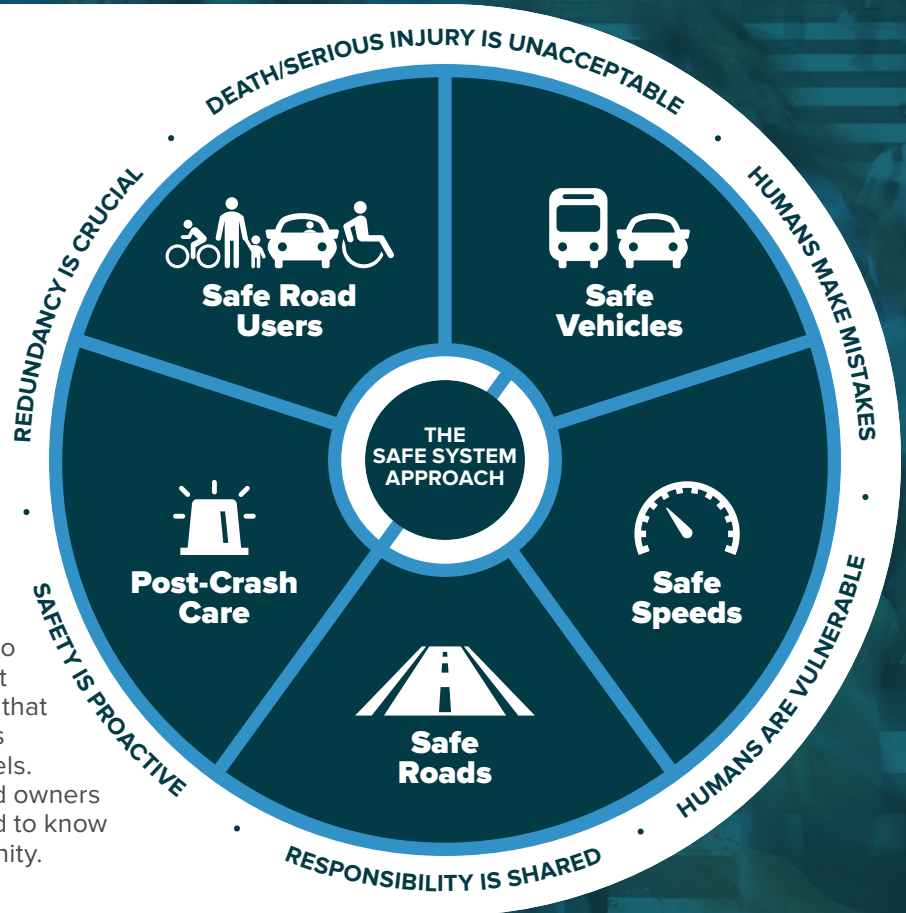


# SAFE SYSTEM

## APPROACH

**Zero is our goal. A Safe System is how we will get there.**

**Imagine a world where nobody has to die from vehicle crashes.** The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.



## SAFE SYSTEM PRINCIPLES



### Death/Serious Injury is Unacceptable

While no crashes are desirable, the Safe System approach prioritizes crashes that result in death and serious injuries, since no one should experience either when using the transportation system.



### Humans Make Mistakes

People will inevitably make mistakes that can lead to crashes, but the transportation system can be designed and operated to accommodate human mistakes and injury tolerances and avoid death and serious injuries.



### Humans Are Vulnerable

People have limits for tolerating crash forces before death and serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates human vulnerabilities.



### Responsibility is Shared

All stakeholders (transportation system users and managers, vehicle manufacturers, etc.) must ensure that crashes don't lead to fatal or serious injuries.



### Safety is Proactive

Proactive tools should be used to identify and mitigate latent risks in the transportation system, rather than waiting for crashes to occur and reacting afterwards.



### Redundancy is Crucial

Reducing risks requires that all parts of the transportation system are strengthened, so that if one part fails, the other parts still protect people.



U.S. Department of Transportation  
**Federal Highway Administration**

FHWA-SA-20-015



**Safe Roads for a Safer Future**  
*Investment in roadway safety saves lives*

55



## SAFE SYSTEM ELEMENTS

**Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System, shown below.** These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.



### Safe Road Users

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.



### Safe Vehicles

Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.



### Safe Speeds

Humans are unlikely to survive high-speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.



### Safe Roads

Designing to accommodate human mistakes and injury tolerances can greatly reduce the severity of crashes that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different users to move through a space, and alerting users to hazards and other road users.



### Post-Crash Care

When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site, traffic incident management, and other activities.

## THE SAFE SYSTEM APPROACH VS. TRADITIONAL ROAD SAFETY PRACTICES

### Traditional

- Prevent crashes →
- Improve human behavior →
- Control speeding →
- Individuals are responsible →
- React based on crash history →

### Safe System

- Prevent deaths and serious injuries
- Design for human mistakes/limitations
- Reduce system kinetic energy
- Share responsibility
- Proactively identify and address risks

Whereas traditional road safety strives to modify human behavior and prevent all crashes, the Safe System approach also refocuses transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

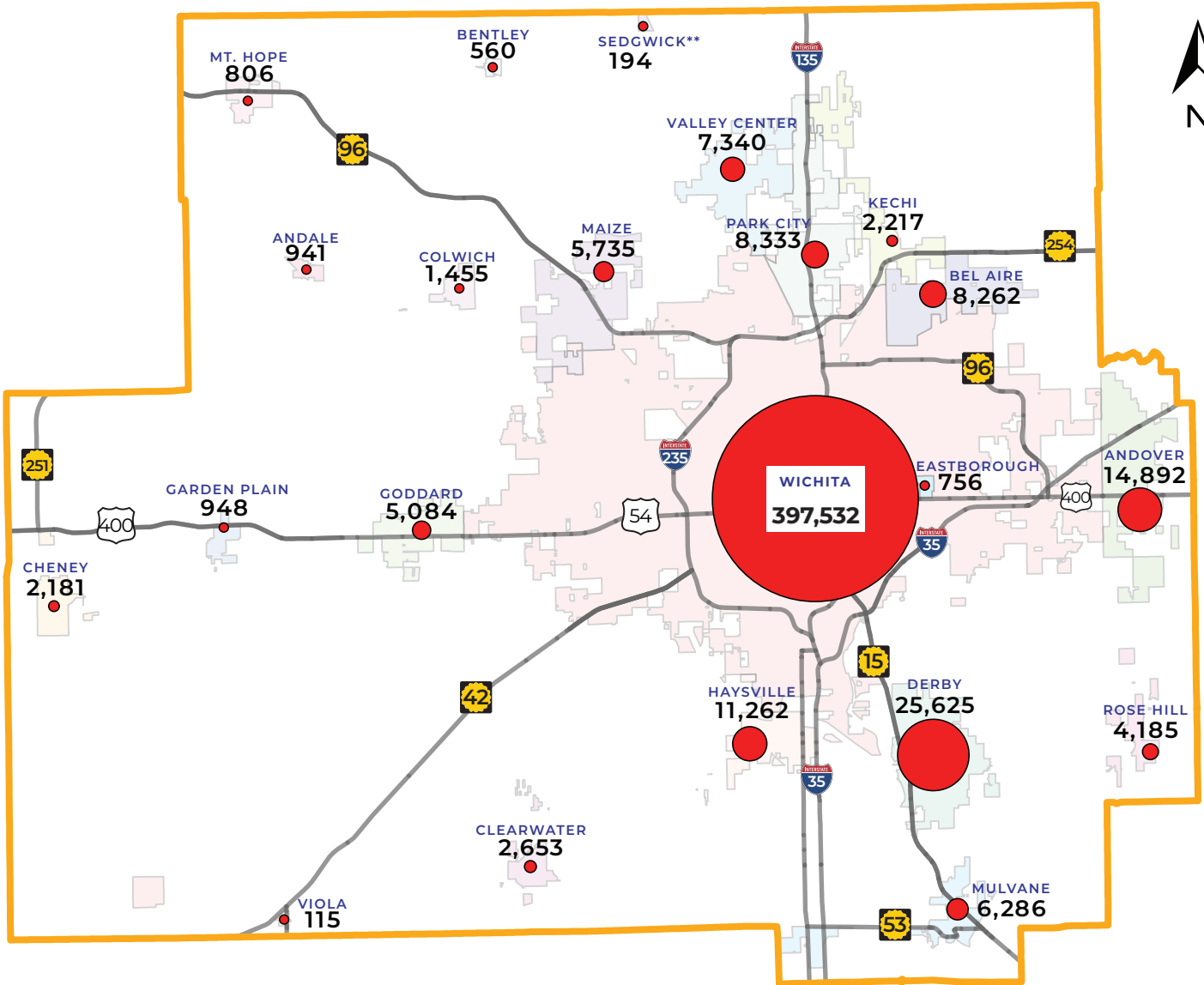
WHERE ARE  
**YOU** ON THE  
SAFE SYSTEM  
JOURNEY?

Implementing the Safe System approach is our shared responsibility, and we all have a role. It requires shifting how we think about transportation safety and how we prioritize our transportation investments. Consider applying a Safe System lens to upcoming projects and plans in your community: put safety at the forefront and design to accommodate human mistakes and injury tolerances. Visit [safety.fhwa.dot.gov/zerodeaths](https://safety.fhwa.dot.gov/zerodeaths) to learn more.





# WAMPO REGION 2020 POPULATION



**WAMPO Region Total Population: 547,230**

**Unincorporated Population: 39,868**

\*\*Portion of population within WAMPO boundary





# WAMPO-REGION POPULATION TRENDS, 1900-2020

Population	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
<b>Wichita</b>	24,671	52,450	72,217	111,110	114,966	168,279	254,698	276,554	279,272	304,011	344,284	382,368	397,532
<b>Derby</b>	-	235	247	294	256	432	6,458	7,947	9,786	14,699	17,807	22,158	25,625
<b>Andover</b>	-	-	-	-	-	-	186	1,880	2,801	4,047	6,698	11,791	14,892
<b>Haysville</b>	-	-	-	-	-	-	5,836	6,483	8,006	8,364	8,502	10,826	11,262
<b>Park City</b>	-	-	-	-	-	-	2,687	2,529	3,778	5,050	5,814	7,297	8,333
<b>Bel Aire</b>	-	-	-	-	-	-	-	-	-	3,695	5,836	6,769	8,262
<b>Valley Center</b>	343	381	486	896	700	854	2,570	2,551	3,300	3,624	4,883	6,822	7,340
<b>Mulvane</b>	667	1,084	1,239	1,042	940	1,387	2,981	3,185	4,254	4,674	5,155	6,111	6,286
<b>Maize</b>	-	-	189	229	198	266	623	785	1,294	1,520	1,868	3,420	5,735
<b>Goddard</b>	225	225	255	255	248	274	533	955	1,427	1,804	2,037	4,344	5,084
<b>Rose Hill</b>	-	-	-	-	-	-	273	387	1,557	2,399	3,432	3,931	4,185
<b>Clearwater</b>	368	569	647	669	591	647	1,073	1,435	1,684	1,875	2,178	2,481	2,653
<b>Kechi</b>	-	-	-	-	-	-	245	229	288	517	1,038	1,909	2,217
<b>Cheney</b>	429	734	636	669	714	777	1,101	1,160	1,404	1,560	1,783	2,094	2,181
<b>Colwich</b>	225	258	262	260	284	339	703	879	935	1,091	1,229	1,327	1,455
<b>Garden Plain</b>	-	296	361	336	323	323	560	678	775	731	797	849	948
<b>Andale</b>	-	237	259	255	289	316	432	500	538	566	766	928	941
<b>Mount Hope</b>	327	519	513	466	442	473	539	665	791	805	830	813	806
<b>Eastborough</b>	-	-	-	-	312	708	1,001	1,141	854	896	826	773	756
<b>Bentley</b>	-	-	-	-	-	-	204	260	311	360	368	530	560
<b>Sedgwick**</b>	85	86	100	114	101	100	150	149	202	197	211	192	194
<b>Viola</b>	-	156	173	159	131	132	203	193	199	185	211	130	115
<b>Sedgwick County*</b>	16,826	16,076	14,890	19,778	22,998	47,252	61,213	43,035	48,259	48,345	47,447	37,214	36,474
<b>Butler County*</b>	1,316	2,184	2,755	4,073	4,281	6,641	9,795	8,210	6,592	5,613	3,399	2,666	2,344
<b>Sumner County*</b>	107	183	256	531	589	927	1,268	1,269	1,147	1,265	1,436	1,233	1,050
<b>WAMPO Region</b>	45,589	75,673	95,485	141,136	148,363	230,127	355,332	363,059	379,454	417,893	468,835	518,976	547,230

\*Unincorporated portion inside of 2021 WAMPO boundary

\*\*Portion of city inside of 2021 WAMPO Boundary

 Last Census year before incorporation  
 El Paso City

Source: 1900-2020 US Decennial Censuses



## WAMPO Transportation Acronym Glossary

Terms	Definition	Terms	Definition
<b>AADT</b>	Annual Average Daily Traffic	<b>MPA</b>	Metropolitan Planning Area
<b>ADA</b>	Americans with Disabilities Act	<b>MPO</b>	Metropolitan Planning Organization
<b>ALOP</b>	Annual List of Obligated Projects	<b>MTP</b>	Metropolitan Transportation Plan
<b>AMPO</b>	Association of Metropolitan Planning Organizations	<b>NHS</b>	National Highway System
<b>ATC</b>	Active Transportation Committee	<b>PPP</b>	Public Participation Plan
<b>CMAQ</b>	Congestion Mitigation and Air Quality	<b>PSC</b>	Project Selection Committee
<b>CPG</b>	Consolidated Planning Grant	<b>REAP</b>	Regional Economic Area Partnership
<b>CPM</b>	Congestion Management Program	<b>RFP</b>	Request for Proposals
<b>CRRSAA</b>	Coronavirus Response and Relief Supplemental Appropriations Act	<b>RPSP</b>	Regional Pathways System Plan
<b>CUFC</b>	Critical Urban Freight Corridors	<b>SCAC</b>	Sedgwick County Association of Cities
<b>DOT</b>	Department of Transportation	<b>STBG</b>	Surface Transportation Block Grant
<b>EJ</b>	Environmental Justice	<b>STIP</b>	State Transportation Improvement Program
<b>EPA</b>	Environmental Protection Agency	<b>STP</b>	Surface Transportation Program
<b>FC</b>	Functional Classification	<b>TA</b>	Transportation Alternatives
<b>FFY</b>	Federal Fiscal Year	<b>TAB</b>	Transit Advisory Board
<b>FHWA</b>	Federal Highway Administration	<b>TAC</b>	Technical Advisory Committee
<b>FTA</b>	Federal Transit Administration	<b>TDM</b>	Travel Demand Model
<b>GIS</b>	Geographic Information System	<b>TIP</b>	Transportation Improvement Program
<b>HIP</b>	Highway Infrastructure Program	<b>TMA</b>	Transportation Management Area
<b>HSIP</b>	Highway Safety Improvement Program	<b>TPB</b>	Transportation Policy Body
<b>IKE</b>	Kansas Eisenhower Legacy Program	<b>TRB</b>	Transportation Research Board
<b>ITS</b>	Intelligent Transportation System	<b>UPWP</b>	Unified Planning Work Program
<b>KDOT</b>	Kansas Department of Transportation	<b>WAMPO</b>	Wichita Area Metropolitan Planning Organization
<b>MAPC</b>	Wichita-Sedgwick County Metropolitan Area Planning Commission	<b>WSCAAB</b>	Wichita-Sedgwick County Access Advisory Board
<b>MAPD</b>	Wichita-Sedgwick County Metropolitan Area Planning Department	<b>UAB</b>	Urbanized Area Boundary

2021 TPB Representatives and Contact Information

VOTING MEMBERS & ALTERNATES	REPRESENTATIVES	REPRESENTATIVES	REPRESENTATIVES
City of Andover	*Troy Tabor, <b>TAC Chair</b> alt. Jennifer McCausland	ttabor@andoverks.com	jmccausland@andoverks.com
City of Bel Aire	Jim Benage, alt. Anne Stephens	jbenage@belaireks.gov	astephens@belaireks.gov
Butler County	*Dan Woydziak, <b>Ex Officio, Past Chair</b>	dwoydzia@bucoks.com	
City of Clearwater	Burt Ussery, alt. Ron Marsh	bussery@clearwaterks.org	rmarsh@clearwaterks.org
City of Derby	*Jack Hezlep, alt. Kathy Sexton	jhezlep@gmail.com	kathysexton@derbyweb.com
City of Goddard	Hunter Larkin, alt. Micah Scoggan	larkin@goddardks.gov	mccoggan@goddardks.gov
City of Haysville	*Bruce Armstrong, alt. William Black	barmstrong@haysville-ks.com	wblack@haysville-ks.com
Kansas Department of Transportation	Mike Moriarty, alt. Cory Davis	michael.moriarty@ks.gov	cory.davis@ks.gov
Kansas Department of Transportation	Brent Terstriep alt. Tom Hein	brent.terstriep@ks.gov	tom.hein@ks.gov
City of Kechi	John Speer, alt. Bob Conger	jspeer@kechiks.gov	
City of Maize	Donna Clasen, alt. Richard LaMunyon	dclasen@cityofmaize.org	rlamunyon@cityofmaize.org
City of Mulvane	Nancy Faber-Mottola, alt. Joel Pile	nmottola@mulvane.us	jpile@mulvane.us
City of Park City	Tom Jones, alt. Dana Walden	tjones@parkcityks.com	dwalden@parkcityks.com
City of Rose Hill	Gary Weaver, alt. Warren Porter	gweaver@cityofrosehill.com	wporter@cityofrosehill.com
Sedgwick County Association of Cities (SCAC)	Terry Somers, alt. Vacant	tssomers1@gmail.com	
Sedgwick County	*David Dennis, <b>TPB Chair</b>	david.dennis@sedgwick.gov	
Sedgwick County	Jim Howell, alt. Tom Stolz	jim.howell@sedgwick.gov	thomas.stolz@sedgwick.gov
Sedgwick County	Pete Meitzner, alt. Tim Kaufman	pete.meitzner@sedgwick.gov	tim.kaufman@segwick.gov
Sedgwick County	Sarah Lopez, alt. Tania Cole	sarah.lopez@sedgwick.gov	tania.cole@sedgwick.gov
City of Valley Center	Ronald Colbert, alt. Brent Clark	frdmeagl@aol.com	bclark@valleycenterks.org
City of Wichita	Cindy Claycomb, alt. Vacant	cclaycomb@wichita.gov	
City of Wichita	Jared Cerullo, alt. Robert Layton	jcerullo@wichita.gov	rlayton@wichita.gov
City of Wichita	Bryan Frye, alt. Brandon Johnson	bfrye@wichita.gov	bjohnson@wichita.gov
City of Wichita	*Becky Tuttle, <b>TPB Vice Chair</b>	btuttle@wichita.gov	
NON-VOTING MEMBERS & ALTERNATES	REPRESENTATIVES	REPRESENTATIVES	REPRESENTATIVES
Federal Highway Administration	Rick Backlund, alt. Cecelie Cochran	richard.backlund@dot.gov	cecelie.cochran@dot.gov
Federal Tranist Association	Eva Steinman, alt. Daniel Nguyen	eva.steinman@dot.gov	daniel.nguyen@dot.gov
WAMPO	Chad Parasa	chad.parasa@wampo.org	

\*denotes Executive Committee Members

Updated on 7/06/2021

## 2022 WAMPO Meeting Schedules



Meeting Location: 271 W. 3<sup>rd</sup> Street, Suite 203, Wichita, KS 67202 (Or Online)

<b>Transportation Policy Body</b>	<b>Technical Advisory Committee</b>
<i>3:00 pm (unless otherwise stated)</i>	<i>10:00 am (unless otherwise stated)</i>
January 11, 2022	January 24, 2022
February 8, 2022	February 28, 2022
March 8, 2022	March 28, 2022
April 12, 2022	April 25, 2022
May 10, 2022	May 23, 2022
June 14, 2022	June 27, 2022
July 12, 2022	July 25, 2022
August 9, 2022	August 22, 2022
September 13, 2022	September 26, 2022
October 11, 2022	October 24, 2022
November 8, 2022	November 28, 2022
December 13, 2022	No December Meeting