



## Transportation Policy Board (TPB) Meeting Notice

Tuesday, September 13, 2022, @ 3 pm

### In-Person

271 W. 3rd St  
Room 203  
Wichita, KS 67202

### Virtual

After registering you will receive an email with how to access the Zoom Meeting.

[Register Here](#)

Please call WAMPO at 316.779.1313. at least 48 hours in advance if you require special accommodations to participate in this meeting. WAMPO will make every effort to accommodate all reasonable requests.

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observed. Comments are limited to two (2) minutes per individual. Comments are requested to be emailed to <a href="mailto:wampo@wampo.org">wampo@wampo.org</a> at least one day prior to the meeting.		
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# Meeting Summary

Transportation Policy Body (TPB) Meeting Summary

Tuesday, August 09, 2022, @ 3:00 PM

Hybrid Meeting, Online, 271 W. 3RD STREET, STE. 203, WICHITA, KS 67202

**Meeting Duration:** 60 minutes

## Members in Attendance:

David Dennis, TPB Chair

Maggie Ballard, Wichita

Jim Benage, Bel Aire

Ronald Colbert, Valley Center

Bryan Frye, Wichita

Tom Hein, KDOT

Jack Hezlep, Derby

Michael Hoheisel, Wichita

Jim Howell, Sedgwick County

Tom Jones, Park City

Russ Kessler, Haysville

Richard LaMunyon, Maize

Pete Meitzner, Sedgwick County

Mike Moriarty, KDOT

Warren Porter, Rose Hill

Terry Somers, SCAC

Kamme Sroufe, Kechi

Troy Tabor, Andover

Becky Tuttle, TPB Vice Chair

## Alternatives

## Other Attendees:

Ashley Bryers, WAMPO

Jane Byrnes

Cecelie Cochran, FHWA

Jennifer Connelly, SOAR

Nick Flanders, WAMPO

Dora Gallo, WAMPO

Alicia Hunter, WAMPO

Gary Janzen, Wichita

Alan Kailer, Bike Walk Wichita

Laura Lombard, Kansas Global

Matt Messina, KDOT

ThaiBinh Ninh, MAPD

Lynn Packer, Sedgwick County

Chad Parasa, WAMPO

Marcela Quintanilla, WAMPO

Tia Raamot, Wichita

Nina Rasmussen, Wichita

Kent Rowe, Kansas Green

Party

Kelly Rundell, Hite, Fanning &

Honeyman LLP

David Schwartz, KDOT

Allison Smith, KDOT

Eldon Taskinen, WAMPO

Emily Thon, WAMPO

Cailyn Trevaskiss, WAMPO

Tyler Voth, WSP

Jim Weber, Sedgwick County

Kristen Zimmerman, PEC

Brett \*No last Name notated\*

Chris H \*No last Name notated\*

## 1. Chairman David Dennis called the meeting to order at 3:01 PM.

## 2. Regular Business

### A. Approval of August 09, 2022, Agenda

**Discussion:** None

**Action:** Approve August 09, 2022, Agenda, as proposed (19-0).

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

### B. Approval of July 12, 2022, Meeting Minutes

**Discussion:** None

**Action:** Approve July 12, 2022, Meeting Minutes, as proposed (19-0).

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

### **C. Director's Report**

#### **i. Overview**

Chad Parasa opened the meeting by giving a brief overview of what would be discussed through the meeting today and what would need to be voted on.

#### **ii. WAMPO Regional Economic Development**

Ashley Bryers updated the TPB on the ongoing projects that WAMPO is currently working on. A couple Request for Proposals (RFPs) have been issued for a Travel Demand Model (TDM) and a Comprehensive Safety Action Plan (CSAP).

#### **iii. Bicycle and Pedestrian Count: Still Accepting Volunteers**

Dora Gallo stated that WAMPO has volunteer opportunities for Bike/Ped Counts on September 21st, September 22nd, and September 24th. Ms. Gallo stressed bike/ped count data is important to collect because it is used to plan for future bike/ped investments. It was also said that she needs 50 more volunteers.

The cities that volunteers are still needed for are Goddard, Derby, Andover, Valley Center, Mt. Hope, Kechi, and Mulvane. Please contact [dora.gallo@wampo.org](mailto:dora.gallo@wampo.org) or 316-779-1315 if you wish to participate.

### **3. Public Comments**

- Kent Rowe from the Kansas Green Party asked the TPB to strive for Low Emission areas in the city, to consider power distribution to those in need, and to consider a resiliency hub to start in neighborhoods that run on solar power.
- Jane Byrnes complimented WAMPO on the Safety and Health Committee meeting content. Ms. Byrnes also asked the TPB to reconsider the allocation of money from the East Kellogg Expansion Project and use it for climate change research.
- Jennifer Connally asked the TPB to investigate making the Wichita downtown walk/bike district more vibrant and cost-efficient for younger generations.

### **4. New Business**

#### **A. Action: MTP Amendment 2**

Cailyn Trevaskiss presented a brief background and overview of the MTP Amendment 2. Reimagined Move 2040 is WAMPO's long-range metropolitan transportation plan and outlines the region's transportation projects that are regionally significant and/or use federal funding. Ms. Trevaskiss stated that during the FFY 2023 - FFY2026 TIP Call for Projects, member jurisdictions asked to submit projects to the TIP for funding that would not normally be eligible for WAMPO suballocated funding. This was because they were not listed in the MTP, or they hadn't been offered enough funding in the MTP funding menu portion of the plan. In

response to this TAC and the TPB agreed to temporarily alter the process for selecting projects for the FFY2023 TIP so more of those projects might be considered. This change required an amendment, Amendment 2, to the original MTP.

Ashley Bryers expanded on Ms. Trevaskiss' presentation. Ms. Bryers said the amendment to the MTP increases the funding menu amounts for existing projects in the MTP, adjusts time-bands, and adjusts the total cost of some projects, due to the TIP development process. There are 22 MTP projects that were changed. The public comment period was from June 15 to July 15. WAMPO held a public Open House on June 29, at the Advanced Learning Library (in Wichita), approximately ten people show up. The Open House was a joint event for the MTP amendment and FFY2023 - FFY2026 TIP development. WAMPO received one public comment during the June 29 Open House, regarding the MTP, about public transit and rail service. That public comment was included in the MTP document.

**Discussion:** None

**Action:** Approve MTP Amendment 2, as proposed (19-0)

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

#### **B. Action: FFY2023-FFY2026 Transportation Improvement Program**

Ashley Bryers presented on WAMPO's FFY2023 - FFY2026 TIP. The TIP is a short-range plan of projects that implement the MTP's vision. All regionally significant or federally funded projects need to be in the TIP, and they must be consistent with the MTP. WAMPO's TIP programs about \$12 - \$14 million a year in WAMPO suballocated funding. The FFY2023 - FFY2026 TIP includes 108 individual projects that are worth \$1.4 billion. The TIP must be fiscally constrained, so projects aren't programmed without available funding.

The FFY 2023 - FFY 2026 TIP development process started with a Call for Projects in Spring 2022. Submitted projects were reviewed by staff and the Project Selection Committee. Selected projects were presented to TAC and TPB for approval. Upon approval, the projects were incorporated into the TIP document. The public comment period was June 15 - July 15. WAMPO held a public Open House on June 29th. WAMPO received two public comments for the TIP. One was from the City of Andover needing to make a change to one of their projects and the other comment was the same comment noted for the MTP Amendment 2 received at the Open House.

Nick Flanders stated that WAMPO received over 33 project submissions totaling over \$117 million dollars.

**Discussion:** None.

**Action:** Approve the FFY2023-FFY2026 Transportation Improvement Program, as proposed (18-0)<sup>1</sup>

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

### C. **Action: Critical Urban Freight Corridor (CUFC) Recommendations**

Alicia Hunter presented a brief background on CUFC recommendations. KDOT asked WAMPO staff to recommend roads to be designated as critical urban freight corridors (CUFCs). These corridors will become part of the National Highway Freight Network. Projects on roads that are designated as CUFCs, that contribute to efficient freight movement, will be eligible for funding under the National Highway Freight Program. KDOT and Kansas MPOs may designate up to 150 miles of roads for CUFCs within the State, 75 miles more than previously allowed. CUFCs must be on public roads within a MPO's urbanized area boundary.

Nick Flanders explained how WAMPO staff identified which roads to recommend as CUFCs. A CUFC must be a corridor that connects an intermodal freight facility, such as airports or rail terminals, the CUFC also must connect to the primary highway freight system that is I-35 and I-135. Other qualifiers can be a corridor of a route of the primary highway freight system that serves as an important alternative to existing routes or a route that serves a major freight generator, logistics center, or manufacturing/warehouse facility.

#### **Discussion:**

Tom Hein asked for clarification on a street name, with Gary responding that there is a need for Change to #6 that it is called Southeast Boulevard and needs correction.

Councilman Fry asked how often CUFC list was updated and if there is a way to signal Northwest bypass as a future freight corridor? Ms. Bryers replied that CUFCs is for existing roads and is a part of KDOT's free planning process.

**Action:** Approve the proposed Critical Urban Freight Corridor (CUFC) Recommendations with modifications: Correct name of recommended CUFC #6 from K-15 to Southeast Boulevard; recommend northwest expressway as a freight corridor for the future. (18-0)

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

### D. **Action: 2022 Unified Planning Work Program (UPWP) Amendment 1**

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<sup>1</sup> One member left the meeting prior to the vote on this action item.

Ashley Bryers discussed the 2022 UPWP Amendment 1 proposed changes. The changes include:

- Increasing full-time staff from 8 to 12 staff,
- Moving \$54,000 from Salaries and Benefits to Operating Expenses
- Adding Surency FSA to Operating Expenses

The total of Consolidated Planning Grant (CPG) expenditures is \$1,687,100, with no changes made to the total anticipated expenditures.

Public Comment Period took place from July 19 through August 2, 2022.

**Discussion:**

A board member asked if the Transit System can be expanded to a regional system and stated they would like to see someone in the WAMPO office explore on how to work on that project. Mr. Parasa noted this question and said he would keep TPB updated about Transit Regional Expansion project for a WAMPO staff Member to oversee.

**Action:** Approve 2022 Unified Planning Work Program (UPWP) Amendment 1, as proposed (18-0)

**Motion:** Chair Dennis

**Second:** Vice Chair Tuttle

**E. Discussion: 2023 UPWP Tasks**

Ashley Bryers presented an overview of what a Unified Planning Work Program (UPWP) is and discussed potential tasks that WAMPO is planning to update in 2023 UPWP. The UPWP addresses planning requirements and projects that work with federal funds and include all the funds that WAMPO will use, and it is developed annually. Federal Highway Administration/Federal Transit Administration (FTA) approves the UPWP with KDOT providing oversight. The components of the UPWP include:

- WAMPO planning work tasks
- Resulting products of the WAMPO planning work tasks
- Responsible organizations
- Time frames
- Funding and funding sources

There are five core documents that WAMPO is required to develop as an MPO:

1. Metropolitan Transportation Plan (MTP)
2. Transportation Improvement Program (TIP)
3. Unified Planning Work Program (UPWP)
4. Public Participation Plan (PPP)

## 5. Congestion Management Process (CMP).

Chad Parasa notified TPB that because of the number of tasks and projects that WAMPO staff increasing will be happening in the future, in the next few months.

**Discussion:** Chair Dennis stated that the discussion should stay open and that those who are thinking of future tasks should come back at the next meeting with those ideas to add for the upcoming year.

## F. Update: Air Quality

Nina Rasmussen talked about how the City of Wichita Air Quality Program is funded by a yearly grant provided through the Kansas Department of Health and Environment (KDHE) from the Environmental Protection Agency (EPA). The City of Wichita Air Quality Program provides education, outreach, and emissions mitigation strategies. The area has three monitors managed by KDHE that monitors ozone, PM2.5, and PM10. Wichita MSA is considered a region in attainment (maintain levels below 70 ppb) of National Ambient Air Quality Standards (NAAQS). Wichita's current 3-Year Rolling Average is 64 ppb but is not finalized as Ozone season continues through October. When looking ahead, the Air Quality Program wants to work with other agencies and businesses to develop Ozone Action Plans. NAAQS are under consideration for revision, which would lower the threshold of what is considered safe, and if that change is lowered this will require more collaborative effort to maintain attainment.

**Discussion:** Troy Tabor asked if ag burning is going down, does the measurement show validity of what we are looking at for emissions? Ms. Rasmussen replied that emissions are still a concern as over the road emissions are still high.

Commissioner Misner asked if there was access or a link to look at other communities that show publicly their emission percentages. Ms. Rasmussen said she can send out a link with that data after the meeting. Mr. Misner followed up and asked what would happen if our emission levels went over the threshold. Ms. Rasmussen stated that the State of Kansas would put a plan in place that could result in higher gas prices, and higher taxes.

## G. Update: Statewide Performance Measures

David Schwartz showcased the Kansas Department of Transportation Performance Measures website that visually shows how to access the Federal Performance Measurement Goals, and how Kansas reflects their own in the Statewide Transportation Implementation Plan.

[www.Ksdotperformance.org](http://www.Ksdotperformance.org)



## **H. Discussion: Economic Development**

Laura Lombard from Kansas Global Trade Services reported on the City of Wichita Export Accelerator Program: Increasing Wichita's Economy through Exports. This program's goals are to grow overall export revenue, diversify exporting industries, expand the percentage of service exports, increase jobs, and create an exporter eco-system & network.

## **5. Committee & Partnership/Updates**

### **A. Executive Committee**

TPB Chairman Dennis said the Executive Committee did not meet since the last TPB meeting. The next meeting for the Executive Committee is planned for August 11 from 11:15 AM to 12 pm at 271 W. 3rd Street, Ste. 237, Wichita, Kansas 67202 and online.

### **B. Committees: Active Transportation (Alan Kailer & Jack Brown)**

Alan Kailer informed TPB that the next Active Transportation Committee (ATC) meeting is planned for September 7, 2022, at 9:30 AM. Everyone is welcome to attend.

The Safety and Health Committee had no comments to share.

### **C. KDOT, Wichita Metro**

Tom Hein gave an update that the flyover North Junction is still ongoing. There is an announcement on August 15<sup>th</sup>, for the next phase of KDOT's 10-year plan. It is the Eisenhower Legacy Transportation Program - shortened to IKE.

### **D. KDOT (Kansas Department of Transportation)**

No report.

### **E. FHWA (Federal Highway Administration)**

Cecelie Cochran updated TPB over the projects that she has been working in conjunction with WAMPO and stated that Bipartisan Infrastructure Law (BIL) projects are ongoing.

## **6. Other Business**

Chair Dennis introduced Andrew Wiens and thanked him for his service through the Wichita Chamber, and stated that the job position is now open.

## **7. Meeting adjourned at 04:42 PM**

**The next regular meeting will be held on Tuesday, September 13, 2022, at 3:00 PM.**



**Agenda Item 2Ci: Update  
2022 Tasks Schedule  
Chad Parasa, WAMPO**

**Background:**

At the February 8, 2022, Transportation Policy Body (TPB) meeting, Chad Parasa presented a list of projects WAMPO staff will work on in 2022. It was requested that the quarters of the year in which each project will be undertaken be added to the list so TPB members can track their progress.

The table below shows the projects and the quarters in which each project will be completed. Several projects will continue into 2023 and two are ongoing projects, which do not have end dates. The “Status” column has been updated to reflect work completed through September 5, 2022.

Project	Quarters*	Status
2021 Audit	1	Completed.
TIP 2021-2024 amendments	1, 2, 3	Completed.
TIP 2023-2026 update	1, 2, 3	Approved at the 8/9 TPB meeting. Amendments will be processed.
Travel Demand Forecasting Model update	2, 3, 4, 2023	The contract will be signed at the 9/13 TPB.
Safety Plan	1, 2, 3, 4, 2023	The RFP closed on 9/2. Reviewing proposals now.
Economic trends/indicators + transportation study	1, 2, 3, 4, 2023	The RFP will be posted in Quarter 3.
LEP	2	Approved on July 12, 2022.
Title VI	2, 3	Approved on July 12, 2022.
Public Participation Plan	2, 3, 4	Under development now. The survey closed on 8/31. Planned public comment period 9/27 – 11/11.
Transportation Performance Management (Federally Required)	1, 2, 3, 4, ongoing	In-progress
Data development and coordination among jurisdictions	1, 2, 3, 4, ongoing	In-progress
Partnering with Wichita Bike/Ped Study	2, 3, 4, 2023	Working with Wichita on their Bike Master Plan will work on the Regional Active Transportation Plan when the Wichita plan concludes

\*Quarter 1: January - March, Quarter 2: April - June, Quarter 3: July - September, Quarter 4: October - December



# 2022 Annual Bicycle & Pedestrian Count Event

## Sign up today!

- **Wednesday, September 21st from 10:00 am to Noon**
- **Wednesday, September 21st from 5:00 to 7:00 p.m.**
- **Thursday, September 22nd from 10:00 am to Noon**
- **Thursday, September 22nd from 5:00 to 7:00 p.m.**
- **Saturday, September 24th from Noon to 2:00 p.m**



**BIKE RIDERS**

A black wooden-style signpost with two directional signs. The top sign is an arrow pointing to the right with the text 'BIKE RIDERS' in yellow, bold, sans-serif font.

**PEDESTRIANS**

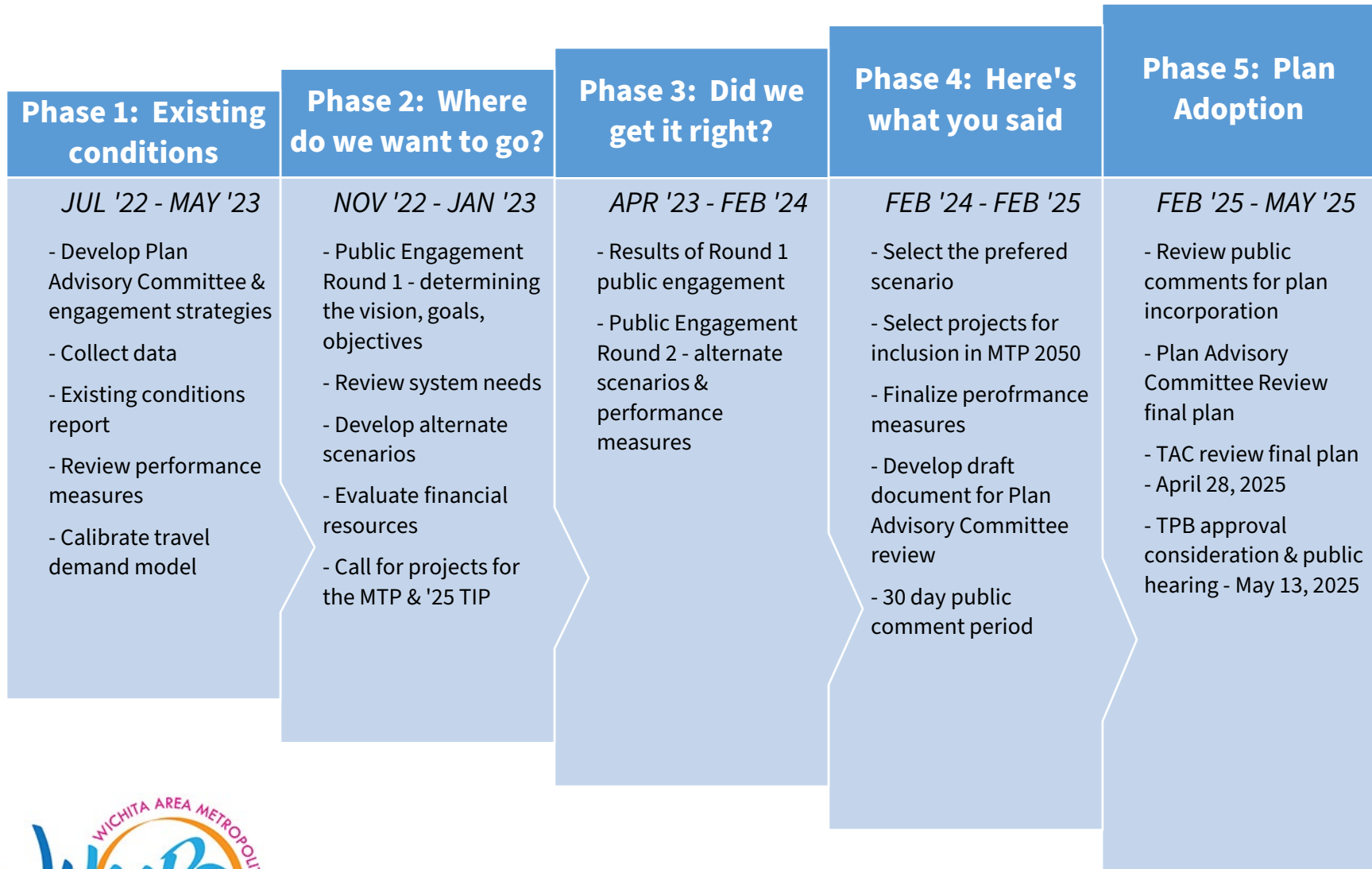
A black wooden-style signpost with two directional signs. The bottom sign is an arrow pointing to the left with the text 'PEDESTRIANS' in yellow, bold, sans-serif font.

**We will be gathering data to show how valuable our regional bicycle and pedestrian resources are!**

For more information please  
contact Dora Gallo  
at [Dora.Gallo@wampo.org](mailto:Dora.Gallo@wampo.org)  
or call 316-779-1315



# MTP 2050: 5 Phase Development Process





**Consent Agenda Item 2D i**  
**Travel Demand Model Contract**  
Chad Parasa, Executive Director

## Background:

Since WAMPO is the region's designated metropolitan planning organization, it maintains the travel demand model for the Wichita metro area. WAMPO's primary uses of the model are to forecast travel demand and to evaluate the future performance of the region's transportation network as part of the metropolitan transportation planning process. Local governments and KDOT also use the model to evaluate travel patterns and impacts on the regional transportation system (e.g., highways, other major roads, and transit services) from proposed transportation and land-development projects. WAMPO outsources all of its model work, including large-scale updates, support services, and other associated tasks.

In December 2021, the Transportation Policy Body (TPB) amended the WAMPO Transportation Improvement Program (TIP) to fund the WAMPO-sponsored project "WAMPO Travel Demand Model Update" with up to \$700,000 from the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), to obligate in Federal Fiscal Year (FFY) 2022. WAMPO issued a Request for Proposals (RFP) for this project on July 8, 2022-July 22, 2022. In response to this RFP, WAMPO received responses from two consulting firms. Then, a Selection Committee was convened, consisting of staff from WAMPO, KDOT, and the City of Wichita, and agreed to recommend JEO Consulting Group, Inc.

If the TPB approves the contract, JEO Consulting Group, Inc will perform the services described in Exhibit A of the attached, proposed contract during the period of September 2022 through April 2024, for an amount not to exceed \$498,085.

## Fiscal/Budget Considerations:

WAMPO staff anticipate that the \$700,000 in CRRSAA funds programmed for this project in the TIP will be sufficient to fund all project costs. CRRSAA funds may be used to fund a project in its entirety, with no local match required, so WAMPO staff do not anticipate any other budgetary impacts.

## Recommendation:

- The Selection Committee recommends that the TPB approve the Travel Demand Model Support Services Contract with JEO Consulting Group, Inc. as presented.

## Attachment

- [Travel Demand Model Support Services Contract](#)

# AGREEMENT FOR PROFESSIONAL SERVICES

## Travel Demand Model Support Services

**THIS AGREEMENT** made and entered into this \_\_\_ day of September, 2022 by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as "the Client"), and JEO Consulting Group, Inc. (hereinafter referred to as "the Consultant").

**WHEREAS**, the Client desires to contract for services to update the WAMPO regional travel demand; and

**WHEREAS**, the Client has publicly solicited proposals for the same, and the Consultant has presented to the Client the best combination of services and price from among the vendors presenting proposals; and

**WHEREAS**, the Consultant has the knowledge and experience to undertake this Project on behalf of the Client; and

**WHEREAS**, the Client desires to retain the services of the Consultant to provide assistance updating our Travel Demand Model.

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

#### **1) DESCRIPTION OF SERVICES**

The Consultant will provide all of the services and deliver all of the documents required to complete the project as outlined in the Scope of Services set forth in Exhibit A and as follows:

- A. Run the model, edit the network, and input data as needed, and provide output data and documentation (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the project-selection and decision-making processes for WAMPO's next Metropolitan Transportation Plan (MTP), which will be completed in 2025.
- B. Propose and carry out activities to increase education and awareness of the model and its inputs/outputs and possible uses, including developing and providing timely content for the WAMPO website and developing guidance information for users. Proposed activities will be reviewed and approved by WAMPO staff prior to implementation.
- C. In response to requests from WAMPO planning partners and member jurisdictions, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration. Requested data types may include, but are not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.
- D. For WAMPO studies and reports, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration. This may include, but is not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.
- E. Recommend model Graphical User Interface (GUI) improvements and/or travel studies/datasets/parameters for WAMPO to consider for future model updates and to allow WAMPO to better comply with transportation conformity requirements.
- F. Attend WAMPO committee meetings and meetings with WAMPO regulators, planning partners, or stakeholders, as requested by WAMPO staff, to speak about the model and its uses, data requirements, and outputs, either with or without WAMPO staff present.
- G. Participate in meetings with the WAMPO project manager to review progress, answer questions, and plan the next steps on a regular basis.
- H. To maintain complete records to support invoiced charges under this Agreement. All such records shall be maintained in accordance with generally accepted accounting practices for a minimum period of five (5) years after final payment is made under this Agreement and shall be identifiable and accessible to authorized

representatives of the Client, the Kansas Department of Transportation (KDOT), and/or the United States Department of Transportation (US DOT) for inspection and audit in order to verify proper invoicing and payment hereunder.

- I. 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.
- J. To defend and save and hold the Client harmless against all suits, claims, damages judgments, and losses arising from or caused by errors, omissions, or the negligent acts of the consultant, its agents, servants, employees, or subcontractors occurring in the performance of its service under this Agreement.
- K. To be responsible for the professional and technical accuracies and the coordination of all written documents, reports, summaries, analyses, and/or other work or materials prepared by and/or furnished by the Consultant under this Agreement. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant further agrees that all other work or material furnished by the Consultant, its agents, employees, and subcontractors, under this Agreement, including any additions, alterations, or amendments thereof, shall be free from negligent errors or omissions.

## **2) PERFORMANCE OF SERVICES**

The Consultant shall begin the performance of service upon issuance of a written "Notice to Proceed" by WAMPO. The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested services and delivered documents as agreed between the Client and the Consultant in Exhibit A.

## **3) PROMPT PAYMENT**

The consultant will submit invoices for work completed and progress reports to WAMPO for this project, no more frequently than one time a month. If the work billed for is satisfactory to WAMPO, the Client will compensate the Consultant no later than thirty calendar days from receipt of any properly completed and undisputed invoice and upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the Agreement for the direct hours worked by the Consultant's employee(s) at the rates set forth in Exhibit B, Fee Schedule, which by this reference is incorporated and made a part of this Agreement.

The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the Agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of the Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR 31 et seq. The maximum cost not-to-exceed dollar amount for the compensation for services and expenses detailed in this Agreement is Four Hundred Ninety-Eight Thousand and Eighty-Five Dollars, \$498,085.00. Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement must be submitted to the Client by no later than 30 days after the end of the contract term. Any lodging expenses must comply with the current KDOT travel requirements.

Invoices shall provide a detailed description of services provided sufficient for the Client to determine that satisfactory performance of services has been completed by the Consultant. Reimbursable expenses shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The Client reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the Consultant.

While the timing of the provision of all services and delivery of all documents is partially subject to the discretion of Consultant in accordance with the Scope of Services set forth in Exhibit A, Client is hereby empowered to partially or fully withhold payment of any invoice upon the failure of Consultant to provide any service or deliver any document within the timelines identified in the Scope of Services or make satisfactory progress towards the same. The amount of any such withholding of payment by Client shall not exceed the amount of funds reasonably necessary to procure an alternate vendor to perform such service(s) and/or

provide such document(s).

Upon receipt of each payment, the Consultant shall (1) within ten (10) calendar days pay any sub-consultant or subcontractor engaged by it for satisfactory performance of their contract obligations and (2) within fifteen (15) calendar days submit a completed "Prompt Payment by Prime Consultant" Form together with supporting documentation to Client as verification that Consultant has, in fact, promptly paid each sub-consultant or subcontractor. For any delay or postponement of payments to its sub-consultants or subcontractors hereunder, Consultant shall justify the delay or postponement by showing good cause for it, or rectify the failure to pay. If Consultant, within fifteen (15) day period specified in (2) above, either (a) cannot verify prompt payment or (b) cannot show good cause for any delay or postponement of payment, then Client may withhold further payment to Consultant until such time the delay in payment is rectified.

In addition, the Consultant agrees that:

- A. The reimbursement for the professional services required by this Agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. This is a maximum cost not-to-exceed dollar amount contract. All services and expenses detailed in this Agreement shall be performed and incurred in exchange for payment of sums not in excess of the maximum cost not-to-exceed dollar amount specified above. No compensation shall be paid to Consultant for any services and expenses detailed in this Agreement in excess of said maximum cost not-to-exceed dollar amount, including all work, services and expenses necessary to accomplish or implied as part of the services and expenses detailed in this Agreement. If Client elects to retain Consultant to perform or incur services and expenses that are in addition to those detailed in this Agreement and which are not necessary to accomplish or implied as part of the services and expenses detailed in this Agreement, the Client will negotiate a Supplemental Agreement to authorize and provide compensation for such additional services and expenses. No additional work, services or expenses shall be performed or incurred nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into and executed by the Client and the Consultant.
- B. The Client will inform the Consultant within 45 days 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.
- C. The Client may withhold reimbursement of payment at the end of each 30-day cycle in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. 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. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the Scope of Services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. The Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced.

#### **4) REPORTING REQUIREMENTS**

The Consultant shall submit progress reports along with each invoice, describing the Services completed, tasks accomplished, and progress made during the previous time period. Invoices will be based on the pricing as set forth on Exhibit B. Each invoice will show the breakdown of the price by hours and rates. Progress reports shall also indicate the approximate percentage of each Task within the Services that has been completed by the Consultant. The accounting for and billing of labor charges shall be based on actual time expended at rates set forth in Exhibit B.



## **5) CASH BASIS AND BUDGET LAWS**

The right of the Client to enter into this Agreement 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 Agreement 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 Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

## **6) INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant agrees to fully indemnify, defend, and hold harmless the Client and their officers, employees, and volunteers from loss, damage or, liability to the extent caused by the negligent act or omission or willful misconduct of the Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement. The Client agrees to indemnify and hold harmless the Consultant from and against any and all losses, liability, causes of action, costs, expenses, fines, penalties, charges or liabilities of whatever nature as may accrue against the Consultant as a result of the negligence of the Client in performing its obligations hereunder. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

## **7) TERM/TERMINATION**

This Agreement shall run from the effective date of this Agreement through December 31,2024.

The Client and the Consultant each respectively reserve the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. Unless, with respect to a termination by the Client, the termination is a result of a lack of funding to the Client for this project, in which case no prior notice of termination is required. The Client shall notify the Consultant on the same day that it becomes aware of such a lack of funding. Upon receipt of a 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 work performed in compliance with the terms of this Agreement and its attachments up to the date of termination, except that upon the receipt of written notice of termination Consultant's work under this Agreement shall be limited to only those tasks which are specifically assigned in any notice of termination issued by the Client and those tasks which are necessary to effect the immediate discontinuance of Consultant's work under this Agreement without harm to Client and prepare all data and documents for transfer to the Client and/or another consultant of the Client's choosing. 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, and contingent upon full payment in accordance with this Agreement, such information prepared by the Consultant to carry out this Agreement, including data, written materials, studies, surveys, records, drawings, maps, and reports shall, at the option of the Client, become the property of the Client and be immediately turned over to the Client. All electronic data must be turned over to the Client in a commercially-common file format dictated by the Client that is usable by and importable to commercially-available software. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

The termination of this Agreement shall not affect any liability or obligation of the Client or the Consultant under this Agreement that accrued prior to, or as a result of, the termination, including, without limitation, any liability arising from any breach of this Agreement. The termination of this Agreement shall also not affect any provisions of this Agreement that state that they survive the termination of this Agreement or that contemplate performance by or continuing obligations of the Client or the Consultant following termination. Nevertheless, termination of this Agreement without cause (which is sometimes referred to as a termination for convenience) by either party to this Agreement shall not operate to create any liability on behalf of either party beyond the termination procedures described in this numbered Section 7).

## **8) OWNERSHIP OF DELIVERABLES**

Contingent upon full payment in accordance with this Agreement, the Client shall retain ownership and all rights and privileges of all reports and related documents including, but not limited to, all written materials, analyses, data, specifications, models, computations, memoranda, documents, user manuals, graphic designs, software documentation, software (in source code and object code) and other papers or materials that were developed solely and exclusively by the Client and that are provided by the Client to the Consultant in connection with this Agreement and that are not incorporated into or otherwise used in any of the Deliverables.

Contingent upon full payment in accordance with this Agreement, parties agree that any Deliverables shall be considered "works made for hire" under the Copyright Laws of the United States. All rights, title, ownership and interest in and to the Deliverables, including copyright thereto, shall vest in the Client. In the event that any Deliverable fails to meet the requirements for a "work made for hire" under the Copyright Laws of the United States, the Consultant hereby assigns to the Client all rights, title, ownership, and interest in and to such Deliverable and all rights in and to the copyright therein throughout the world. The Consultant agrees that it will execute any reasonable assignments or documents of title as may be reasonably requested by the Client at any time within two years of the Commencement Date in order to perfect and preserve the Client's title to, and ownership of, all or any part of the Deliverables and all rights therein throughout the world.

The Client shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use any Deliverables and to authorize others to do the same only to the extent, if any, and as may be required by federal government funding mandates.

#### **9) PROPRIETARY MATERIALS**

Contingent upon full payment in accordance with this Agreement, upon the successful completion of the Agreement, all data provided by the Client, and any new data collected or developed by the Consultant under this Agreement will be transferred to the Client. All electronic data must be turned over to the Client in a commercially-common file format dictated by the Client that is usable by and importable to commercially-available software. The Consultant agrees to not keep copies of the provided, collected, or developed data after the successful completion of the Agreement for any other use, or transfer data to any other party without the written approval from the Client.

#### **10) INDEPENDENT CONSULTANT**

The Consultant will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, the Consultant shall be responsible for payment of all required business license fees and all taxes including Federal, State, and local taxes arising from the Consultant's activities under the terms of this Agreement.

#### **11) CONFLICT OF INTEREST**

The Consultant represents that it presently has no personal or pecuniary interest and shall not acquire such interest, directly or indirectly, which could conflict in any material manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

#### **12) ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.

#### **13) AMENDMENT**

This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.

#### **14) SEVERABILITY**

If any provision of this Agreement 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 Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as limited.

**15)NO WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement 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 Agreement.

**16)APPLICABLE LAW**

This Agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All Services performed under this Agreement shall comply with all applicable federal, state, and local laws, rules and regulations, including but not limited to the requirements of 48 CFR 31.2 (cost eligibility reimbursement). All provisions which are required to be included in this Agreement by state or federal law or regulation which are not explicitly set forth in the body of this Agreement are hereby incorporated into this Agreement as if fully set forth herein. This Agreement shall further be governed by the laws of the State of Kansas. Venue shall lie in the Sedgwick County District Court and/or the United States District Court for the District of Kansas.

**17)CONTRACTUAL PROVISIONS ATTACHMENTS**

The terms and conditions of the Request for Proposal and the Contractor's response thereto, unless specifically modified herein, as well as all other exhibits, labeled Exhibit A through Exhibit E, to this Agreement are incorporated herein and are effective on all parties hereto. Consultant specifically agrees to comply with all of the terms, provisions, requirements, duties, and responsibilities delineated in said attached Exhibits A through E as if each Exhibit was fully set forth in the body of this Agreement, and a failure of Consultant to so comply shall be considered a breach of this Agreement.

- Exhibit A - Scope of Services, which incorporates Consultant’s Project Approach and Schedule.
- Exhibit B - Fee Schedule
- Exhibit C - KDOT Special Attachment No. 1 – Title VI Assurance
- Exhibit D - Contractual Provisions Attachment (KDOT Form DA-146a)
- Exhibit E - KDOT’s Hotel and Per Diem Reimbursement Policy


**18)NOTICES**

All notices required or permitted under this Agreement shall be in writing, and addressed as follows:

For the Client:           Donata Ball  
                                   WAMPO  
                                   271 W. 3<sup>rd</sup> St., Suite 208  
                                   Wichita, KS 67202

For the Consultant:    JEO Consulting Group, Inc.  
                                   Attn: Michael Malone  
                                   727 N. Waco Ave., Suite 260  
                                   Wichita, KS 67203

Approved as to form:

By   
Kelly J. Rundell  
Hite, Fanning & Honeyman, L.L.P.  
Attorney for WAMPO

Date August 24, 2022

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION

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


\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

JEO CONSULTING GROUP, INC.

  
\_\_\_\_\_  
Michael Malone  
Project Manager

8-17-22  
Date

## EXHIBIT A SCOPE OF SERVICES

The Consultant will provide services to WAMPO for a single engagement, in accordance with city, state, and federal regulations as applied to governmental units. The scope of services includes, but may not be limited to:

February 31, 2023	<p>Plan and conduct a model update. This update will include:</p> <ul style="list-style-type: none"> <li>a. Updating the base year from 2017 to a more recent year (depending on data availability and how aberrational each year is judged to be), updating the horizon year from 2040 to 2050, and modeling several interim years.</li> <li>b. Updating the base-year dataset with any available new demographic data and land-use plans.</li> <li>c. Representing both daily and peak-period travel patterns.</li> <li>d. Creating a freight model that is integrated with the personal-travel model.</li> <li>e. Accounting for the effects of delivery services (e.g., DoorDash) and ride-hailing services (e.g., Uber).</li> <li>f. Updating the roadway network, the transit network, and the Traffic Analysis Zone structure.</li> <li>g. Incorporating a nonmotorized-travel model.</li> <li>h. Calibrating and validating the updated model. This will include identifying traffic count locations and obtaining counts for those locations, as well as utilizing existing traffic counts taken by WAMPO's member jurisdictions and planning partners for the model update.</li> <li>i. Working with a model-validation taskforce made up of representatives from WAMPO member jurisdictions and planning partners to get their input on updates to the model. Instead of a Household Travel Survey, the update will use GPS origin-destination data. The update will also rely on the most recent available travel-time data and external-station data (these are available upon request). If needed, U.S. Census Bureau LODES commute-flow data are also available.</li> </ul> <p>Design and implement a process and schedule to keep the model and its input data up to date and account for current and future changes in the transportation network and future development of the Wichita region. Sources of updated information could include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Updates made to the model by other users, including KDOT, local governments, and consultants retained by KDOT and/or local governments for planning and engineering work.</li> <li>b. Road-centerline Geographic Information System (GIS) data, American Community Survey data, traffic-count data, building-permit data, and transit-route data.</li> </ul> <p>Any proposed process will be reviewed and approved by WAMPO staff prior to implementation.</p>
May 31, 2023	<p>Run the model, edit the network and input data as needed, and provide output data and documentation (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the creation of WAMPO's next Congestion Management Process (CMP) report.</p>
November 31, 2023	<p>Develop a clear methodology for using model outputs in Environmental Justice (EJ) analyses.</p> <p>Develop a clear methodology for generating traffic growth-rate estimates/forecasts</p>

	in response to anticipated requests from WAMPO planning partners and member jurisdictions.
April 31, 2024	Integrate the travel demand model with the U.S. Environmental Protection Agency's (EPA's) Motor Vehicle Emission Simulator (MOVES) model, in order to facilitate the potential future forecasting of air-quality impacts from vehicle traffic.
	<ul style="list-style-type: none"> <li>• Run the model, edit the network and input data as needed, and provide output data and documentation (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the project-selection and decision-making processes for WAMPO's next Metropolitan Transportation Plan (MTP), which will be completed in 2025.</li> <li>• Propose and carry out activities to increase education and awareness of the model and its inputs/outputs and possible uses, including developing and providing timely content for the WAMPO website and developing guidance information for users. Proposed activities will be reviewed and approved by WAMPO staff prior to implementation.</li> <li>• In response to requests from WAMPO planning partners and member jurisdictions, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration. Requested data types may include, but are not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.</li> <li>• For WAMPO studies and reports, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration. This may include, but is not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.</li> <li>• Recommend model Graphical User Interface (GUI) improvements and/or travel studies/datasets/parameters for WAMPO to consider for future model updates and to allow WAMPO to better comply with transportation conformity requirements.</li> <li>• Attend WAMPO committee meetings and meetings with WAMPO regulators, planning partners, or stakeholders, as requested by WAMPO staff, to speak about the model and its uses, data requirements, and outputs, either with or without WAMPO staff present.</li> <li>• Participate in meetings with the WAMPO project manager to review progress, answer questions, and plan next steps on a regular basis.</li> </ul>

## APPROACH

### KNOWN, REQUIRED SERVICES

#### TASK 0: PROJECT MANAGEMENT

Mike Malone will serve as project manager and have direct responsibility for all technical, administrative, and management aspects of the project. Mike is a hands-on, detail-oriented project manager who "sees the big picture"

and will be proactive and collaborative in meeting project goals and objectives. He will ensure the project is delivered on-time, within budget, and exceeds WAMPO and other stakeholder expectations. Management of the project will involve the following critical objectives:

1. Frequent and effective communication with WAMPO and all involved stakeholders.
2. Technical guidance, coordination, and oversight of all technical and administrative project elements.
3. Implementation of sound quality control procedures.
4. Proactive schedule and cost control.

## **Communication**

The key to successful project management is communication. Our team takes great pride in our proactive management and communications methods. We understand WAMPO staff have other duties outside of this project. Therefore, we will strive to be as efficient and effective as possible with your time. If project issues arise, they will be dealt with quickly and directly by bringing together involved parties to find a resolution. Frequency of communication can vary depending on specific project needs, phase of the project, and individual needs and styles of those involved in the project, from both the client and consultant perspective. We will modify communications strategies, as needed, to meet WAMPO staff needs.

## **Technical Guidance and Oversight**

A detailed work plan and schedule will be developed for discussion at the project kick-off meeting that outlines key tasks, processes, and milestones necessary to complete the agreed-upon scope of work. The schedule will clearly identify critical path and secondary critical path items. These items will be a significant focus of the team's schedule review each week. On a weekly basis, JEO Project Managers receive a status of the budget for each project. This includes hours charged to the project in the previous week, the total amount charged to the project to date, and the remaining budget. This information allows the project manager to clearly compare the remaining work with the available budget.

Mike will ensure all project work is conducted in accordance with applicable WAMPO and national standards, guidelines, and procedures. Mike will draw upon his 30+ years of experience, including hands-on knowledge of similar planning and model update projects, to provide strong technical guidance of all project tasks. The added experience and expertise of Caliper will give WAMPO staff and stakeholders confidence in the technical ability of our well-rounded team to complete this project.

## **Quality Control**

Quality control (QC) is an essential, budgeted task on all our projects. The JEO team, including subconsultants, will rigorously follow guidelines set forth in our company quality control program. Our QC program is centered on the concept that no document, technical analysis, design, presentation, or other project deliverable leaves our office without a thorough review of its content and completeness by someone other than the author. Jim Tobaben, in his role as Quality Control Manager for the project, will work with Mike to ensure all project deliverables are of the highest quality. Jim brings excellent experience to this project having led the development of several long-range transportation plan documents, including travel demand model updates.

## **Schedule and Cost Control**

Schedule and cost control go hand-in-hand. Typically, when a project stays on schedule, it also stays within budget. Our team will ensure schedule and cost control are monitored through frequent project team communications and project manager reviews of the weekly hour and cost expenditure reports. Most importantly, our project manager will

make personnel or schedule adjustments based on the review of appropriate information and keep you informed of key project issues.

## TASK 1: PLAN AND CONDUCT MODEL UPDATE

We suggest a targeted array of methodologies and strategies aimed at improving WAMPO modeling activities and ensuring they are consistent with addressing all noted deficiencies in the current model. To this end, we propose multiple strategies, all based on application of the TransCAD software. The approaches outlined in this proposal will be tightly integrated into a standard set of modeling tools for WAMPO. Deliverables resulting from the modeling efforts will be made available in native TransCAD formats, including all GISDK source code developed in this project.

JEO and Caliper will provide WAMPO with a fully functional, calibrated, and validated model within the proposed project timeline and budget constraints, which will provide WAMPO with the ability to evaluate changes to land use, network configurations, freight movement, and transit service enhancements, along with an explanation of how that might impact the various performance measures. The demand model will include scenarios for the Base Year (likely 2020) and 2050, along with various horizon years yet to be specified by WAMPO. Most importantly, the updated model will be developed in a manner that makes it approachable and deployable in-house by WAMPO staff. It will serve as a useful public involvement tool, complete with a user-friendly interface free of bugs and nuances.

Our proposed approach makes use of a variety of modern and state-of-the-practice modeling techniques, and we will utilize new data sources wherever possible and provide a framework for incorporating further enhancements, as needed. We also exploit the latest capabilities introduced to TransCAD and will use the TransCAD 9.0 platform for this project. The resulting product will provide WAMPO with a user-friendly and sensible model built upon the most recent available data and will inspire confidence in the regional modeling efforts amongst the stakeholders, as well as enhance the usability of the model by WAMPO staff.

As typical with our consulting efforts, we will make extensive use of GIS tools, technology, and innovative data to develop model inputs and infer locally valid relationships between land use characteristics, accessibility, and travel. We will also pay close attention to the non-motorized transportation within the WAMPO region. We anticipate utilizing our latest state-of-the-practice methods for transit and highway traffic assignment, which greatly enhances the reliability of scenario analysis to instill greater confidence in the model's output.



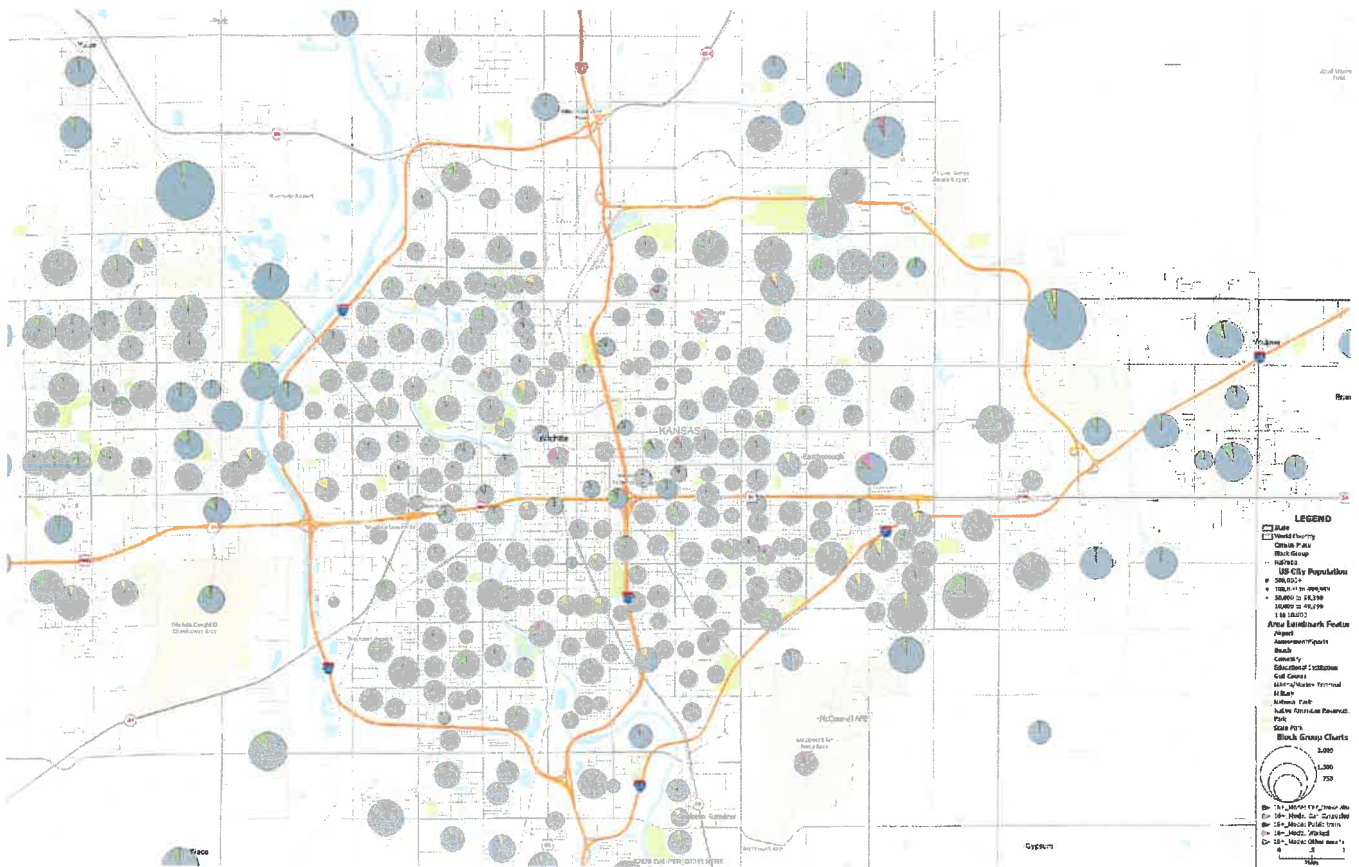
## The New Model Will:

### *Update Base Year, Horizon Year and Interim Years*

Our team will update the base year of the model to either 2020, 2021, or 2022 using the latest and most up-to-date census data available at the time. Caliper has vast experience in GIS and data fusion and immediate access to pre-processed American Community Survey (ACS) data and other data sources from the Census Bureau, IRS, and other governmental sources. A 2050 horizon year and interim horizon years will be developed using locally available demographic forecasts and guidance from WAMPO.

### *Update Base Year Dataset with New Demographic and Land Use Data*

While performing the update of the base year, JEO and Caliper team members will review any existing land use plans to ensure that the updated model is consistent with any existing blueprints. We will be certain that any discrepancies or inconsistencies are resolved for the model base year inputs. Below is a graphic illustrating the modal choices in the Wichita region using the latest ACS Block Group tabulation from 2020:



### *Represent Both Daily and Peak Period Travel Patterns*

We propose using two sets of highway skims that will feed two structurally similar model streams to address the time of day from a peak and off-peak perspective. These skims will supply the travel times for the critical trip distribution inputs, including friction factors or destination choice parameters, which will also vary by the time of day. Ultimately, the traffic assignment stage will output flow tables for the four time periods (AM, PM, mid-day, and night). The proposed updated skimming process will be complemented with a proper congestion feedback loop using an accepted method of averaging on the flows and travel times. Daily summaries will be derived from the period assignments and processes. This will allow the WAMPO model to properly represent daily and peak period travel patterns and WAMPO staff to target the period result that best fits the scenario being analyzed.

### ***Create a Freight Model that is Integrated with the Personal-Travel Model***

Our team proposes to create or update the current freight model component to the overall model framework. Given the existing model structure and assuming similar data will be available for a future update, we recommend either an application of the FHWA Quick Response Freight Manual or a subareas analysis of the Wichita truck travel results from KDOT's statewide travel demand model, depending on the desired functionality.

The Quick Response Freight Method uses national defaults to account for freight travel in the modeling region by applying trip rates (trip generation) to land use data typically used in the model. The freight trips would be distributed utilizing similar default parameters in the existing trip distribution stage and ultimately assigned in the traffic assignment stage. This method is cost-effective, and we have ample experience doing so for other MPO modeling efforts.

Over the past two years, Caliper has been heavily involved in developing a freight routing tool for the USDOT that allows Federal officials to better understand the freight flow movements across the country and visualize them to whatever granularity is appropriate for the analysis. This tool assigns commodity flows on a nationwide network. It permits critical flow analysis through various links in the network to better understand where flows originate from and are destined by commodity. The tool also helps understand the likely freight routes chosen through a region. Our team proposes applying this tool to the WAMPO region as part of this project to better handle freight movement through the area. This could augment the Quick Response approach outlined above. Whatever strategy is taken, WAMPO can be confident of an improved freight model that better captures truck movements in the modeled extents more realistically.

### ***Account for the Effects of Delivery Services and Ride-Hailing Services***

Though on the exploratory side, we recommend considering adding additional trip purposes to account for non-traditional services, such as delivery and ride-hailing, as well as better handling of non-home-based trips to better capture ride-sharing and delivery services. Linking non-home-based trips to the household locations will be critical to capturing these dynamics. Caliper recently developed a generic Activity Based Model (ABM) for a three MPO region in the central coast of California and addressed these similar issues.

Further, ride-hailing services represent a distinct mode and can be represented in the model's mode choice component. Fares can be estimated from trip distance and time and wait times estimated by area type or similar variables.

### ***Update the Roadway Network, Transit Network, and Traffic Analysis Zone Structure***

The current highway and Traffic Analysis Zone (TAZ) layers are well-represented with a resolution appropriate for the modeling area based on current practice. Our team members, along with WAMPO staff, will review them for consistency with the latest Census and highway data. Using the latest aerial photography and input from WAMPO staff, we will verify the roadway data and its attributes. We will also ensure that both locally designated bike routes on streets and bicycle facilities are properly represented. Further, our team will examine the roadway definitions and possibly include more local roadway features or classifications. We will also perform a comprehensive review of the centroid connector placement to verify proper consistency with the land use and transit access. Our



approach is to work together with WAMPO staff as a team to address the noted deficiencies and make the necessary modifications and improvements to both layers. In addition, we will ensure that, based on our proposed modeling stream, all the necessary highway and TAZ characteristics are available or easily attainable without further cost or hindrance to the project schedule. Transit lines and stops will also be appropriately represented in the model and verified using maps and schedules and possibly General Transit Feed Specification (GTFS) data from the local transit agency.

### ***Incorporate a Non-Motorized Travel Model***

As part of the process, we will incorporate a non-motorized component into the existing model structure. We anticipate that this will include separate walk and bicycle modes. For the bicycle mode, our team will identify preferred bicycle routes from the available GIS data and create customized cost functions for the bicycle skimming process. This may include grade data and the designation of bicycle-specific routes. These skims will be used in the mode choice model. Both walk and bike modes will be capped based on maximum allowable trip lengths. The mode choice model will be calibrated to match the observed or desired shares for each of the non-motorized modes.

### ***Model Calibration/Validation***

Our team will conduct a comprehensive calibration process for the updated WAMPO model. For the trip assignment, Percent Root Mean Square Error (%RMSE) will be used as a primary statistic for verifying the consistency of the assigned link flows against the counts by period. The updated model will meet or exceed KDOT and nationally accepted standards system-wide, as well as by link class and volume group. The model will utilize traffic count locations obtained from various stakeholder agencies and jurisdictions. Our scope assumes supplementing traffic counts in the field to complement existing data sources. We are also able to leverage our relationships with multiple DBE firms to assist, as needed, on additional data collection efforts. We will assist in processing the count data for WAMPO. Based on past model update projects of this nature, we anticipate easily exceeding these standards in the daily case, and at least meeting them for each of the period conditions. This exceeds the current state of the practice for model calibration. Once the %RMSE is within tolerable ranges, we will examine screen and cut line performance and make any adjustments to the route choices as necessary. We will ensure that screen and cut line locations are appropriate for capturing the critical travel patterns in the region.

For the other model stages, every effort will be made to meet or exceed accepted standards and to achieve good conformity with the available survey data. We will avoid using ad-hoc calibration techniques, such as terminal times in the skims and K-factors in the trip distribution. Further, we will attempt to reliably replicate travel times on corridors where travel time information is available.

We will not use force-fitting techniques that diminish the model's sensitivity and forecasting ability. As a matter of good practice, we typically avoid wide changes to input free-flow speeds.



*W Lincoln Street Bridge*

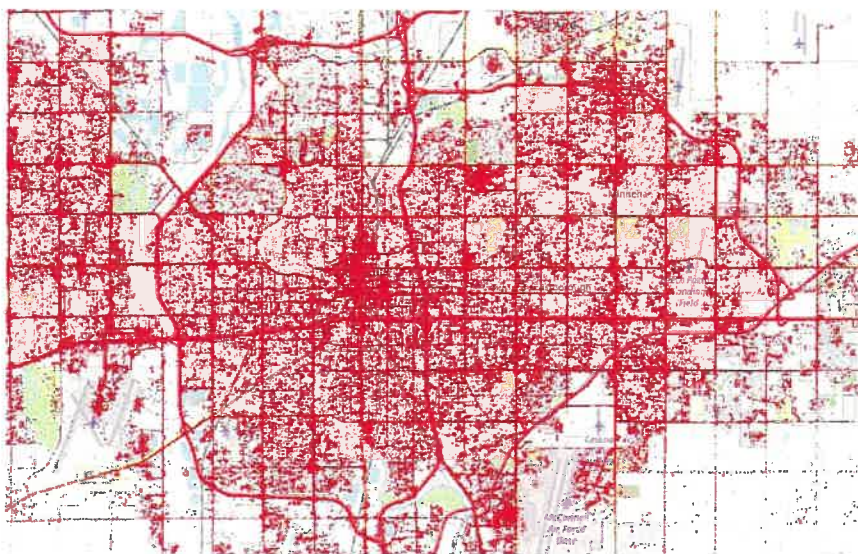
For the model validation component, we will utilize a technique known as dynamic validation. Dynamic validation captures the model's sensitivity to changes in input data and allows the results to be analyzed for reasonableness in the direction and magnitude of expected changes. One of the major benefits of using dynamic validation is that it provides valuable insight into how the model responds to typical input changes. The changes used for dynamic validation include highway capacity projects, speed changes, alternative transit routes, and land use changes, among others.

### ***Work with the Model Validation Task Force to Get Input on Updates to the Model***

As an additional value-added benefit, Caliper brings its own smartphone-based origin-destination data to WAMPO's model development. Smartphone data provides a wealth of information on travel patterns and can be processed not only to yield aggregate origin-destination matrices, but also disaggregate travel diaries similar to those traditionally collected in household travel surveys. This new source of big data is not only a cost-effective alternative to a traditional survey for fundamental travel behaviors, like trip rates and time-of-day distributions, but through the large scale of its sample, it can provide more comprehensive coverage of, and ultimately, a fundamentally better understanding of the spatial distribution patterns of trips than surveys ever could. Caliper can further enhance the value and accuracy of big data through data fusion with WAMPO's traditional traffic count data. Below is a sample of Location-Based Services (LBS) data sighting for the Wichita region. An animated GIF is also available by request that would illustrate the breakdown of sightings by time of day.

We have extensive experience working with other third-party sources of big data, as well as processing LODS data in house for use in our products. Our team will coordinate with WAMPO and its stakeholders to leverage the best available data sources and combine them to produce a rich and robust model validation dataset. We have extensive experience working with LBS and propose to apply it to improve the model resolution and estimation. Our team members have experience applying these types of data sets and the knowledge to efficiently process and render it useful for model development, calibration, and validation. JEO and Caliper also have experience with third party data analytics providers, such as StreetLight, Airsage, Replica, and Wejo. Once data and information is provided to our team, we will work diligently with WAMPO and its stakeholders to maximize these added benefits.

**LBS Sightings in Wichita, Kansas**



## **TASK 2: DEVELOP MODEL MAINTENANCE STRATEGY**

Our team will look to develop a model maintenance strategy and schedule to keep the model and all input data up-to-date and account for ongoing changes to the transportation network and future development in the Wichita region. We will utilize the most recent data available from the local stakeholders, including KDOT, local governments, and consultants retained by KDOT and/or local governments for planning and engineering work. We will thoroughly examine and analyze it to see if relationships to future versions of data can easily be used to replace the base year data developed for this model update. Our team will document findings and create a blueprint for substituting new generation data into the model for easy updates moving forward. We will also document the critical attributes

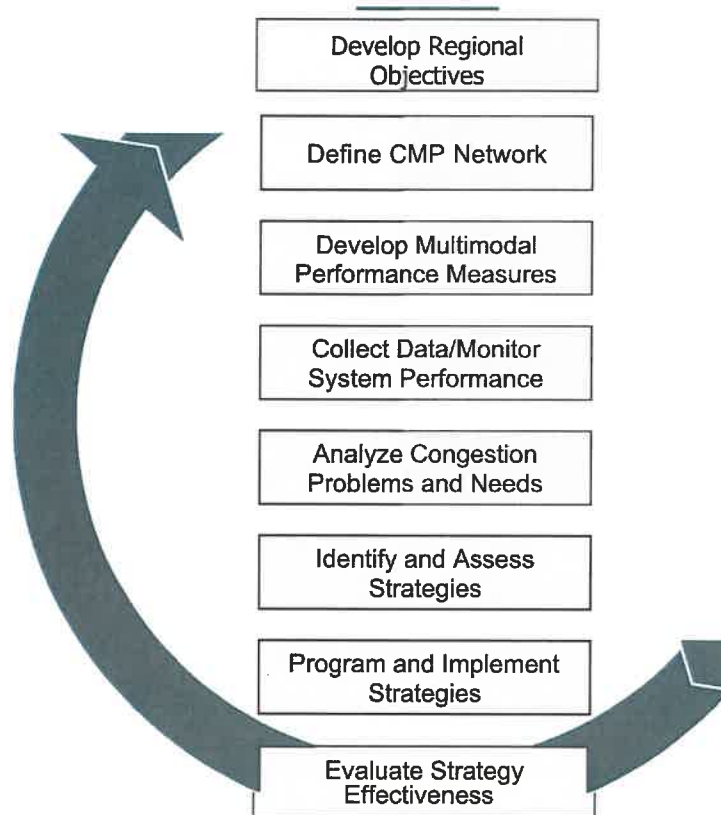
necessary for model execution. The model maintenance strategy will be developed in a manner that easily facilitates updating any model input data, including road-centerline GIS data, American Community Survey data, traffic-count data, building-permit data, transit-route data, and other sources.

Any proposed process will be reviewed and approved by WAMPO staff prior to implementation.

### TASK 3: RUN MODEL TO SUPPORT DEVELOPMENT OF CONGESTION MANAGEMENT PROCESS (CMP)

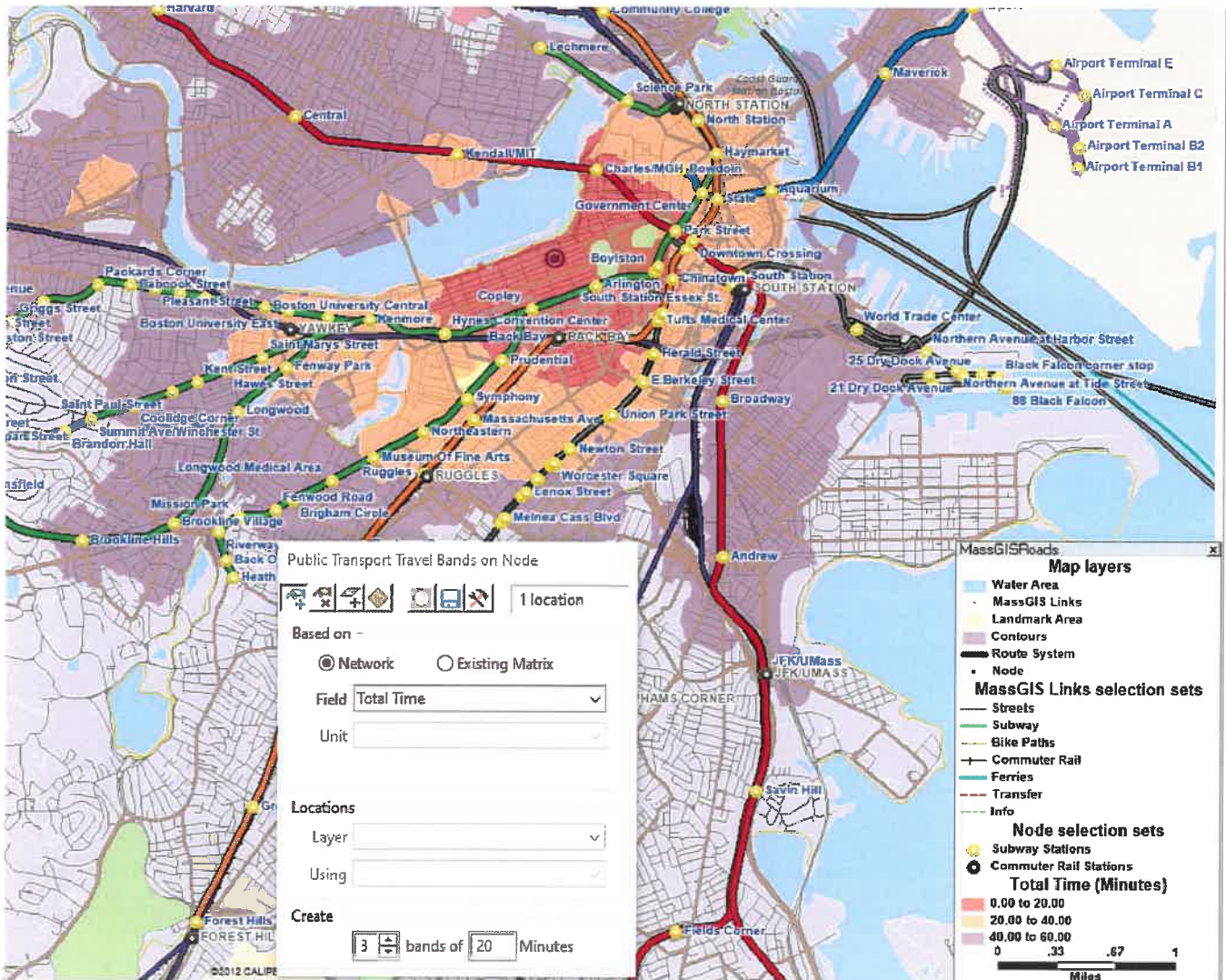
Our team will facilitate running the model in support of the creation of the CMP. Our team members have extensive expertise in this area and are extremely efficient at modifying model inputs and scenario creation. We can provide custom reporting and enhanced training to support this and other deliverables in whatever format WAMPO staff desire. We are committed to providing this service in as timely a manner as possible and are happy to work within strict and aggressive deadlines.

We will develop the CMP in recognition of its functionality as defined by FHWA - a systematic and regionally accepted approach for managing congestion that provides accurate, up-to-date information on transportation system performance and assesses alternative strategies for congestion management that meet State and local needs. Our team will develop the CMP with an objectives-driven, performance-based approach to planning for congestion management. Through the use of congestion management objectives and performance measures, this process can provide results and a mechanism for ensuring that investment decisions are made with a clear focus on desired outcomes. Our team members will develop screening strategies using objective criteria and metrics for system performance data, analysis, and evaluation techniques. This CMP will observe the eight-step framework for Federal compliance, as illustrated in the figure below.



## TASK 4: DEVELOP ENVIRONMENTAL JUSTICE (EJ) ANALYSES METHODOLOGY

As part of the project, our team will provide guidance and functionality for illustrating EJ considerations using the model output. Accessibility is an element that can be further defined and our team members have extensive experience in developing such tools for agencies nationally. Both auto and transit accessibility can be illustrated using model data and built-in functionality in TransCAD. Utilizing ACS data from the census and the TransCAD GIS allows us to estimate and analyze the target populations affected by proposed projects. Below is an example of a Transit Network Band illustrating accessibility to (or from) a point of interest:



Our goal will be to assist WAMPO in enhancing a process to assess the impacts of the transportation planning process, regional transportation plans, and the Transportation Improvement Program on the target EJ populations. Principle considerations will be included to ensure environmental justice considerations are properly integrated into the transportation planning process, such as:

- Adequate public involvement of low-income and minority populations in regional transportation decision-making.
- Assessments of disproportionately high and adverse impacts on low-income and minority populations resulting from federal programs.
- Prioritization and assurance checks in projects and programs that illustrate the low-income and minority populations receive a proportionate share of benefits of federal transportation investments.

## TASK 5: DEVELOP METHODOLOGY TO GENERATE TRAFFIC FORECASTS TO SUPPORT WAMPO PARTNER REQUESTS

The JEO team will develop a robust methodology to generate traffic forecasts and related growth-rate information to support requests from WAMPO partners and member jurisdictions. The methodology will be developed to easily and seamlessly gather the needed information from the partner agency (such as location, type of development scenarios, timeframe of development, and other critical information) to generate timely, accurate forecast information and also in what format the desired information should be provided in (map, text, shapefile, graphics, etc.). The methodology will also explore the best format for the exchange of information to facilitate online requests of information and the transfer of data back to the agency.

## TASK 6: INTEGRATE TDM WITH MOVES

Our team members have extensive experience in integrating the traffic assignment output with MOVES and have completed this task for numerous MPOs that use TransCAD. Caliper has recently completed similar, relevant work for the Bannock MPO serving Pocatello, Idaho. We will create MOVES inputs for each time period of the model, along with a daily summary. This reporting is efficient and adds very little processing time to the model run.

## TASK 7: RUN MODEL AND PROVIDE DOCUMENTATION TO SUPPORT WAMPO MTP DEVELOPMENT

We look forward to comprehensively assisting WAMPO in running the model for project prioritization for the upcoming MTP and will provide output in whatever format is most convenient for WAMPO staff to utilize. We will make certain that projects are coded correctly and the model output is properly quantified and explained to WAMPO staff and stakeholders. Our team of experts will develop customized additional model reporting that makes the extraction of the critical user benefits necessary for project prioritization very efficient and simple.

## TASK 8: COMMUNITY ENGAGEMENT TO SUPPORT EDUCATION AND AWARENESS OF MODELING PROCESS

Our team's community engagement specialists are backed by industry-tenured experts to design compelling and understandable public information products, websites, videos, animation, social media content, and other online public collaboration platforms. For this effort, JEO will support WAMPO in developing an informative project website that supports general public understanding, including an explanation of the various "inputs" that inform and influence the model and key "outputs" and their importance in transportation planning. This public-friendly content could also be re-purposed into smaller educational pieces that could be used by WAMPO in other ways, such as on social media and in presentations. The website would also be augmented with elements catered specifically to partnering agencies. Such elements may include a dynamic dashboard, or interface, that allows users to interact with a "simplified" version of the model or application that replicates key model parameters, adjusting various inputs (i.e., land use intensity) to see the impact on various model outputs (i.e., daily traffic generation). This makes the model more accessible and understandable to partner agencies and other stakeholders and could be a good resource in preliminary planning and decision-making processes.

## TASK 9: RESPOND TO WAMPO PLANNING PARTNER REQUESTS

Using the custom reporting options developed or built into the model based on WAMPO's input and needs, our team will create a mechanism to disseminate the model outputs to stakeholders in formats that are universal and easily accessible. This will include maps, spreadsheets, and other commonly used formats typically accessed in productivity software. Whenever necessary, text will be used to provide descriptions of what is being presented. GIS files in native TransCAD formats and ESRI formats can also be provided to stakeholders with GIS experience.

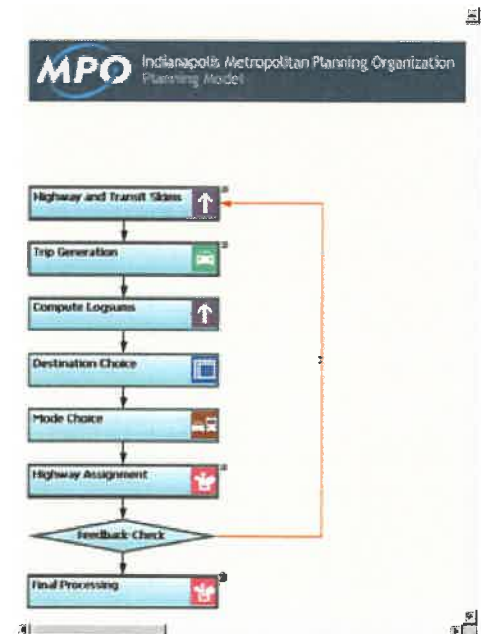
## TASK 10: RESPOND TO DATA REQUESTS FOR WAMPO STUDIES/REPORTS

All desired reporting and post-processing methods will be incorporated into the model stream. For post-processing and performance measure reporting, our team members will use their experience generating custom reporting mechanisms for travel demand models. Just about any report that WAMPO desires within the framework of TDM could be accommodated, along with the output formats. Many post-processing procedures can summarize VMT and VHT in graduations or cross-tabulations, such as facility type or speed class. However, any conceivable measure of effectiveness capable of being calculated from a model can be reported. This includes various measures of trip reporting by length, congestion levels by various cross-tabulations of links, and trip reporting at the zonal level, along with average travel speeds, travel times, link delays, capacities, and levels of service. For air quality analysis, a linkage to MOVES using the traffic assignment output will be established in the model, as discussed previously.

We will work with WAMPO staff to finalize the details and formats of the desired reporting, including all desired measures of effectiveness available and calculation of whatever variables are possible and meaningful using the output from the model.

## TASK 11: RECOMMEND GRAPHICAL USER INTERFACE (GUI) IMPROVEMENTS AND OTHER STUDIES/DATASETS/PARAMETERS TO IMPROVE MODEL

Our team will deliver the model as a packaged self-installing add-in. Once installed, the add-in will permit WAMPO staff to quickly run the model, manage scenarios, open and display input/output, and create report files in a user-friendly environment. We intend the model to have exceptional run-time performance commensurate with its complexity and sophistication. Below is a graphic of an interface for running and managing scenarios we completed for the Indianapolis MPO. An interface similar to what is shown below will be customized to the needs and functionality desired by WAMPO staff. This will include reporting and robust scenario management. The interface will also facilitate efficient updating of input data for future model updates moving forward and allow for model analyses to be performed in a user-friendly manner by WAMPO staff to conform with any future transportation conformity requirements. The model GUI will utilize the latest technology in TransCAD 9.0 and will be completely embedded within TransCAD and fully supported by Caliper. 15





## TASK 12: ATTEND WAMPO COMMITTEE MEETINGS

The consulting team will attend WAMPO Transportation Policy Body (TPB), Technical Advisory Committee (TAC), and other meetings of WAMPO partners as requested to provide project updates or presentations on key project components. It is anticipated that up to six committee meetings may be required through the duration of the project.

## TASK 13: REGULAR PROGRESS MEETINGS WITH WAMPO PROJECT MANAGER

Regular meetings will be held with the WAMPO Project Manager and staff to review study progress and discuss planned project activities. Monthly progress meetings (virtual as needed) are planned throughout the duration of the project. Meeting agendas will be developed, approved by WAMPO staff, and distributed in advance. More frequent technical coordination meetings or phone calls are anticipated and will be included in the scope of services. Meeting notes or other appropriate documentation, including e-mails for informal project coordination meetings, will be provided within three business days. Progress reports and invoices will be submitted monthly and will summarize work completed in the current billing period, work planned for the next month, as well as any technical, schedule, or budget issues that require corrective action.

## POSSIBLE SERVICES

### TASK 1: MOVES AIR QUALITY FORECASTING

Using the functionality developed in Task 6, our team will acquire MOVES from the EPA website and run the application using the input files output by the model. It is anticipated that team members will work with staff from WAMPO to ensure that all air quality modeling considerations, such as locally driven parameters, are taken into account on the local side. Alternatively, if WAMPO has a preferred air quality modeling team in place, we can work with them to provide the necessary files and inputs needed to execute the program.

### TASK 2: RESEARCH ON EMERGING TECHNOLOGIES AND PATTERNS OF GOODS DELIVERY

Our team members are on the cutting edge of advanced research and will inform WAMPO of emerging techniques that might be of interest for modeling purposes. Caliper has vast experience working for the USDOT and FHWA on the Freight Analysis Framework (FAF) and network flow of freight travel. Some of these concepts may be of use in addressing these avenues of interest.



*An Aerial View of Downtown*

## DELIVERABLES

Anticipated project deliverables are listed below.

### KNOWN, REQUIRED SERVICES

- Approved Project Management Plan/Schedule
- Meeting Agendas/Notes
- Progress Reports/Invoices
- Updated Travel Demand Model (Base Year, 2050, Interim Years), including all datasets, freight model, non-motorized travel model
- Model Calibration/Validation Documentation, including Graphical User Interface (GUI) recommendations and other possible model enhancements (studies, datasets, functional enhancements, etc.)
- Model Maintenance Strategy
- Model runs to support CMP, MTP, and other requests made by WAMPO staff and partners
- Congestion Management Process Documentation
- Environmental Justice Analyses Documentation
- Documentation to Generate Traffic Growth/Forecasts to Support WAMPO Partner Requests
- MOVES Model Integration Documentation
- MTP Project Selection and Decision-Making Documentation
- Response to Requests for data, maps, shapefiles, etc. from WAMPO staff and Partners
- Attendance and Support at WAMPO Committee Meetings
- Regular Progress Meetings with WAMPO Project Manager/Staff

### POSSIBLE SERVICES

- MOVES Air Quality Forecasting Model Runs and Documentation
- Research/Documentation on Emerging Technologies and Patterns of Goods Delivery

The JEO team is available to assist WAMPO with other on-call or as-needed model support services in addition to the two possible services noted. Our team routinely works on on-call contracts such as this and will be timely and responsive to WAMPO and WAMPO partner needs.

The proposed project schedule below shows approximate task durations that align with dates specified in the RFP assuming Notice to Proceed is issued in September 2022. The JEO team is committed to meeting WAMPO schedule expectations. Our team has adequate staff resources to meet and exceed the proposed schedule. There is flexibility built into the schedule as tasks could be accelerated, as needed, based on discussion with WAMPO staff.

PROPOSED SCHEDULE	2022				2023												2024			
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>Task 0: Project Management</b>																				
<b>Task 1: Plan and Conduct Model Update</b>	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
<b>Task 2: Develop Model Maintenance Strategy</b>				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
<b>Task 3: Run Model to Support Development of CMP</b>					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
<b>Task 4: Develop Environmental Justice Analyses Methodology</b>													█	█	█	█	█	█	█	█
<b>Task 5: Develop Methodology to Generate Traffic Forecasts to Support WAMPO Partner Requests</b>												█	█	█	█	█	█	█	█	█
<b>Task 6: Integrate TDM with MOVES</b>																	█	█	█	█
<b>Task 7: Run Model and Provide Documentation to Support WAMPO MTP Development</b>																	█	█	█	█
<b>Task 8: Community Engagement to Support Education and Awareness of Modeling Process</b>																				
<b>Task 9: Respond to WAMPO Planning Partner Requests</b>																				
<b>Task 10: Respond to Data Requests for WAMPO Studies/Reports</b>																				
<b>Task 11: Recommend GUI Improvements and other Studies/ Data/Parameters to Improve Model</b>		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
<b>Task 12: Attend WAMPO Committee Meetings</b>			█			█				█			█				█			█
<b>Task 13: Regular Progress Meetings with WAMPO Project Manager</b>																				

## EXHIBIT B Fee Schedule

The amount paid under this agreement will not exceed \$498,085.00. The fees for the following services are as follows:

<b>Task 0:</b> Project Management	<b>\$35,512</b>
<b>Task 1:</b> Plan and Conduct Model Update	<b>\$140,888</b>
<b>Task 2:</b> Develop Model Maintenance Strategy	<b>\$14,254</b>
<b>Task 3:</b> Run Model to Support Development of CMP	<b>\$73,988</b>
<b>Task 4:</b> Develop Environmental Justice Analyses Methodology	<b>\$47,293</b>
<b>Task 5:</b> Develop Methodology to Generate Traffic Forecasts to Support WAMPO Partner Requests	<b>\$28,588</b>
<b>Task 6:</b> Integrate TDM with MOVES	<b>\$11,480</b>
<b>Task 7:</b> Run Model and Provide Documentation to Support WAMPO MTP Development	<b>\$12,826</b>
<b>Task 8:</b> Community Engagement to Support Education and Awareness of Modeling	<b>\$25,604</b>
<b>Task 9:</b> Respond to WAMPO Planning Partner Requests	<b>\$12,694</b>
<b>Task 10:</b> Respond to Data Requests for WAMPO Studies/Reports	<b>\$10,278</b>
<b>Task 11:</b> Recommend GUI Improvements and other Studies/ Data/Parameters to Improve Model	<b>\$11,625</b>
<b>Task 12:</b> Attend WAMPO Committee Meetings	<b>\$20,460</b>
<b>Task 13:</b> Regular Progress Meetings with WAMPO Project Manager	<b>\$40,540</b>
<b>Base Project Cost*</b>	<b>\$498,085</b>

*\*Includes Caliper's direct expenses of \$12,055. JEO does not charge separate reimbursable charges. The fee listed in the above table includes JEO's billable time and overhead expenses, including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Any additional services beyond the scope of services will be provided on a billable time basis in accordance with our standard hourly rate schedule with prior authorization only.*

Mileage will be billed at standard federal rates applicable at the time the driving occurred.

The actual fees billed each year will not exceed the above fees unless the scope of the engagement is changed, the assistance that WAMPO has agreed to furnish is not provided, or unexpected conditions, including difficulty in obtaining records necessary to conduct the engagement, is encountered. No changes will be made in the maximum agreed to amount without a written agreement by the parties to this agreement.

**FULL COST ESTIMATE**

TASK	JEO							CALIPER				TOTAL
	PM	OC/ SR TA	SR PL	TE / GIS	SR CE	CE	PTE	TE	SR_DS	TDA		
STANDARD BILLING RATE	\$304.50	\$298.00	\$225.00	\$445.00	\$150.00	\$130.00	\$250.00	\$225.00	\$275.00	\$200.00		
Task 0: Project Management	80	24	0	0	0	0	16	0	0	0		\$35,512
Task 1: Plan and Conduct Model Update	8	24	16	120	0	0	150	200	72	40		\$140,888
Task 2: Develop Model Maintenance Strategy	0	8	0	16	0	0	16	8	10	5		\$44,254
Task 3: Run Model to Support Development of CMP	24	120	4	136	0	0	30	10	2	0		\$73,988
Task 4: Develop Environmental Justice Analyses Methodology	4	60	16	80	0	24	5	5	20	10		\$47,293
Task 5: Develop Methodology to Generate Traffic Forecasts to Support WAMPO Partner Requests	8	24	16	80	0	0	8	8	0	0		\$28,588
Task 6: Integrate TDM with MOVES	0	0	0	24	0	0	5	30	0	0		\$14,480
Task 7: Run Model and Provide Documentation to Support WAMPO MTP Development	0	2	0	4	0	0	30	16	2	0		\$12,826
Task 8: Community Engagement to Support Education and Awareness of Modeling	8	16	0	4	32	80	2	8	0	0		\$25,604
Task 9: Respond to WAMPO Planning Partner Requests	0	8	0	8	0	0	20	16	2	0		\$12,694
Task 10: Respond to Data Requests for WAMPO Studies/ Reports	4	0	0	8	0	0	20	8	4	0		\$10,278
Task 11: Recommend GUI Improvements and other Studies/ Data/Parameters to Improve Model	0	0	0	0	0	0	10	30	5	5		\$11,625
Task 12: Attend WAMPO Committee Meetings	24	24	0	0	0	0	24	0	0	0		\$20,460
Task 13: Regular Progress Meetings with WAMPO Project Manager	40	40	0	24	8	16	24	16	0	0		\$40,540
Possible Services 1: MOVES Air Quality Forecasting												
Possible Services 2: Research Emerging Technologies and Patterns of Goods Delivery												
<b>TOTAL HOURS</b>	204	356	52	560	40	120	440	451	147	92		2,472
<b>SUBTOTAL PROJECT COST</b>	\$62,118	\$109,068	\$11,700	\$81,200	\$6,460	\$15,600	\$110,000	\$109,475	\$40,425	\$18,400		\$556,386
<b>DIRECT EXPENSES</b>			\$0					\$12,055				\$12,055
<b>TOTAL PROJECT COST (ALL IN)</b>												<b>\$568,441</b>
<b>TOTAL BASE PROJECT COSTS (DOESN'T INCLUDE POSSIBLE SERVICES)</b>												\$498,085

\*JEO Consulting Group, Inc. Overhead Rate = 204.28%. Overhead Includes direct expenses.

WAMPO Travel Demand Model Support Services

**PERSONNEL TABLE**

PERSONNEL	JEO	ROLE/TITLE
Mike Malone, PE, PTOE		Project Manager
Lornie Burkhard, PE, PTOE		Senior Technical Advisor
Jim Tobaben, PE, PTOE		QA/QC
Jeff Ray, AICP		Senior Planner
Sophia Yang, PE, RSPi		Transportation Engineer
Mark Friend II, PE		Transportation Engineer
Jesse Madsen, EI		Transportation Engineer
Mike Frates		Sr. GIS Analyst
Andrea Gebhart		Sr. Community Engagement Specialist
Sasha Haehn		Community Engagement Specialist
<b>CALIPER</b>		
Paul Ricotta, PE		Principal Transportation Engineer
Srinivasan Sundarum		Principal Transportation Engineer
Vince Bernardin, Jr., PhD		Senior Data Scientist
Kyle Ward		VP of Travel Demand Analysis

August 12, 2022

Chad Parasa, PE, PTOE  
Executive Director  
271 W. 3rd Street, Ste. 208  
Wichita, Kansas 67202

Dear Chad,

Below is a breakdown of possible Direct Cost expenditures that reflects our Team’s thinking when preparing the proposal. Of course, you may choose not to exercise this use of Direct Expenditures if you deem them unnecessary, or you may consider a different alignment of costs, seen or unforeseen. Please let me know if you have any further questions.

Best Regards,



Paul Ricotta, P.E.

**Summary of possible Direct Expenses for WAMPO Travel Demand Model Update\*:**

<b>Data</b>	<b>Estimated Cost:</b>
Caliper "Transography" Location Based Services (LBS) Dataset for Wichita offered at wholesale cost	<b>\$3,600</b>
<b>Travel (Per Trip, Five Trips Assumed for budgeting)</b>	
Air Fare (BOS-ICT)	\$700
Rental Car (3 Days)	\$350
Lodging (2 nights @ \$154.50/night)**	\$309
Meals (3 days @ \$64/day)***	\$192
Miscellaneous (Transportation to and from Airport or Parking)	\$140
Staff Travel Time:	\$0
<b>Total per Trip:</b>	<b>\$1,691</b>
<b>Total for Five Trips:</b>	<b>\$8,455</b>
<b>Total Direct Cost: \$12,055</b>	

\* Direct costs are only incurred if these options are utilized and are considered optional  
 Prepared by Paul Ricotta, P.E. using costs generated on 8.10.2022  
 \*\*Cost per KDOT Lodging Allowance using rate that requires prior approval  
 \*\*\*Cost per KDOT Meals Allowances (Breakfast - \$9.60, Lunch - \$22.50, Dinner - \$32.00)

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

**PREAMBLE**

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

**CLARIFICATION**

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

**ASSURANCE APPENDIX A**

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

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

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

### ASSURANCE APPENDIX E

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

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



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 E

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, 2022 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	\$59.00	Breakfast \$8.85 Lunch \$20.65 Dinner \$29.50		\$96.00	\$144.00
Wichita (includes Sedgwick County)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00		\$103.00	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00		\$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.

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

1/05/2022  
\_\_\_\_\_  
Date

C: Pam Anderson, Chief, Bureau of Fiscal Services



**Consent Agenda Item 2D ii**  
**Contract with Sedgwick County for Space and Services**  
Chad Parasa, Executive Director, WAMPO

## Background:

When WAMPO moved from the Wichita City Hall to its current location in the County's Ronald Reagan Building, WAMPO was not required to pay for rent or any support services (namely IT and HR) the County provides.

WAMPO would like to enter into an agreement for Sedgwick County to formalize the services they provide:

- a. Physical space, utilities, janitorial services, and related facility maintenance for WAMPO's office and related conference rooms, in the county-owned building at 271 W. Third St., Wichita, Kansas.
- b. Parking spaces sufficient for staff and necessary meetings, near the county-owned building at 271 W. Third St., Wichita, Kansas.
- c. The county will provide access to its procurement process for WAMPO to purchase computers, telephones, software, and related IT hardware, to ensure compatibility with the County's Information Technology systems.
- d. Information Technology and related maintenance, including telephones, computers, software, internet access, electronic storage, and email services.
- e. Human Resource support in the form of guidance, advice, and, when necessary, a witness for employer-employee sessions.

The duration of this Agreement shall be three (3) years unless terminated as provided herein. This agreement can be renewed by written mutual agreement of the parties.

## Fiscal/Budget Considerations:

WAMPO agrees to pay the County \$30,000 per year, commencing October 1, 2022, and payable in two installments of \$15,000 due on August 1 and February 1 of every year during the term of this agreement.

## Recommendation:

- WAMPO staff recommend the Transportation Policy Body approve the agreement with Sedgwick County for facility and administrative support for WAMPO, as presented.

## Attachment(s)

- [Contract For Facility and Administrative Support Services Between the Wichita Area Metropolitan Planning Organization and Sedgwick County, Kansas](#)

**CONTRACT FOR FACILITY AND ADMINISTRATIVE SUPPORT SERVICES BETWEEN  
THE WICHITA AREA METROPOLITAN PLANNING ORGANIZATION  
AND  
SEDGWICK COUNTY, KANSAS**

THIS CONTRACT entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Sedgwick County, Kansas (hereinafter referred to as County) and the Wichita Area Metropolitan Planning Organization (herein after referred to as WAMPO).

**WITNESSETH THAT:**

**WHEREAS**, WAMPO is the designated Metropolitan Planning Organization (“MPO”) for the greater Wichita metropolitan area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

**WHEREAS**, WAMPO is a legally independent government entity authorized by federal regulation, is distinct from any of its Member Jurisdictions and is governed by the Transportation Policy Body (“TPB”); and

**WHEREAS**, WAMPO’s bylaws provide that a representative of Sedgwick County is a member of the Executive Committee of the TPB; and

**WHEREAS**, WAMPO is comprised of member jurisdictions within the existing Metropolitan Planning Area Boundary population (including the Sedgwick County, Kansas); and

**WHEREAS**, K.S.A. 12-2908 authorizes the parties to contract for certain cooperative purposes; and

**WHEREAS**, the parties desire to enter into a cooperation agreement concerning facilities and administrative support for WAMPO.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Scope of Services.** The County agrees to provide:
  - a. WAMPO with physical space, utilities, janitorial services and related facility maintenance for WAMPO’s office and related conference rooms, in the county-owned building at 271 W. Third St., Wichita, Kansas.
  - b. Parking spaces sufficient for staff and necessary meetings, near the county-owned building at 271 W. Third St., Wichita, Kansas.
  - c. To ensure compatibility with the County’s Information Technology systems, it will provide access to its procurement process for WAMPO to purchase computers, telephones, software, and related IT hardware.
  - d. Information Technology and related maintenance, including telephones, computers, software, internet access, electronic storage, and email services.

- e. Human Resource support in the form of guidance, advice and, when necessary, a witness for employer-employee sessions.
2. **Compensation.** WAMPO agrees to pay the County \$30,000 per year, commencing October 1, 2022, and payable in two installments of \$15,000 due on August 1 and February 1 of every year during the term of this agreement.
  3. **Address for Payments and Notices:**

For the County:  
 Tom Stolz, County Manager  
 Sedgwick County  
 525 N. Main St., Suite 343  
 Wichita, Kansas 67202

For WAMPO:  
 Chad Parasa, Executive Director  
 WAMPO  
 217 W. Third St., Suite 208  
 Wichita, Kansas 67202

All notices must be in writing and delivered in person or by certified mail.

4. **Renovations.** WAMPO will utilize the County's procured providers for renovations, painting, electrical work and cubicle purchases it makes to the county-owned building at 271W. Third St., Wichita, Kansas.
5. **Use of Premises.** WAMPO will use the facility for office, meetings and functions related to its purpose. WAMPO will not assign or sublet the property without prior written consent of the County. WAMPO will not use the premises for any offensive, illegal, dangerous trade or occupation. Further WAMPO will not cause or permit waste and/or destruction of the building or premises. WAMPO agrees to comply with reasonable rules of operation of the facility at 271 W. Third St., such as compliance with elevator loads and limits on excessive noise.
6. **Term.** This contract will be effective on the date it has been approved by both the Commissioners of Sedgwick County, Kansas and the Transportation Planning Body of the WAMPO.
7. **Duration.** The duration of this Agreement shall be three years, unless terminated as provided herein. This agreement can be renewed by written mutual agreement of the parties.
8. **Resolution of Disputes.** The parties shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement, or the breach thereof, by negotiation.
9. **Termination.**
  - A. **Termination for Material Breach.** This Contract may be terminated upon the failure by either party to comply with any of the material obligations contained in this Contract or any subsequent extension or amendment to this Contract. Such a breach shall entitle the other party to give to the party in

default notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within fourteen (14) business days after the receipt of such notice or, if such default cannot be cured within such day period, if the party in default does not commence and diligently continue actions to cure such default, the notifying party may terminate this Contract on the fourteenth (14<sup>th</sup>) business day following receipt of the default notice. The right of either party to terminate this Contract, as hereinabove provided, shall not be affected in any way by its waiver or failure to take action with respect to any previous breach.

- B. **Termination Due to Lack of Funding.** If funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming to WAMPO, this Contract shall terminate, unless otherwise agreed in writing by the parties.
- C. **Termination for Convenience.** This Contract may also be terminated for the convenience of any party upon sixty (60) days written notice to the other party.

10. **Entire Agreement.** This written contract constitutes the entire agreement between the parties and may be modified only by a written agreement signed by both parties.

11. **Governing Law.** This agreement shall be construed in accordance with the laws of the state of Kansas. Any action related to the breach or enforcement of this agreement shall be commenced in the 18<sup>th</sup> Judicial District of the State of Kansas.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year first above written.

**Approved as to form:**

By \_\_\_\_\_  
Kelly J. Rundell  
Attorney for the Wichita Metropolitan  
Planning Organization

\_\_\_\_\_  
Date

**WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:**

\_\_\_\_\_  
Chairperson  
Transportation Policy Body Chairperson

\_\_\_\_\_  
Date



**ATTEST:**

\_\_\_\_\_  
WAMPO Secretary

\_\_\_\_\_  
Date

**Approved as to form:**

By \_\_\_\_\_  
County Attorney  
Sedgwick County, Kansas

\_\_\_\_\_  
Date

**SEDGWICK COUNTY:**

\_\_\_\_\_  
Chairperson  
Sedgwick County Commissioner

\_\_\_\_\_  
Date



**Consent Agenda Item 2D iii**  
**Federal Roadway Functional Classification Change – 1 mile of 159<sup>th</sup>**  
**St. E from Major to Minor Collector**  
Chad Parasa, Executive Director, WAMPO

## Background:

WAMPO uses the Federal Highway Administration (FHWA) Functional Classification (FC) system to sort public highways, roads, and streets into the following categories: Interstates, Other Highways and Freeways, Other Principal Arterials, Minor Arterials, Major Collectors, Minor Collectors, and Local Roads. These categories are based on characteristics such as traffic volumes, lane, and shoulder widths, surrounding land uses, and degrees of access to surrounding homes and businesses. The FHWA provides guidance on classification definitions and characteristics and on mileage distribution among categories. In general, roads with higher classifications, such as interstates, highways, and freeways, carry higher traffic volumes and are intended for longer-distance travel, whereas roads with lower classifications, such as collectors and local roads, are intended to provide direct access to homes and businesses.

Updates to the Functional Classifications of various roadway segments throughout the WAMPO region were most recently approved by the Transportation Policy Body (TPB) on May 10, 2022. Since then, Kansas Department of Transportation (KDOT) staff have informed WAMPO staff that a one-mile segment of 159<sup>th</sup> St. E, between Pawnee St. and 31<sup>st</sup> St. S/SW 130<sup>th</sup> St., is incorrectly designated by WAMPO as a Major Collector. It is proposed that this segment be redesignated as a Minor Collector to abide by the rule that roads of a given Functional Classification not terminate at a road with a lower classification (at the southern end of this segment, 159<sup>th</sup> St. E changes to a Local Road after intersecting with 31<sup>st</sup> St. S/SW 130<sup>th</sup> St., which is a Minor Collector).

## Recommendation:

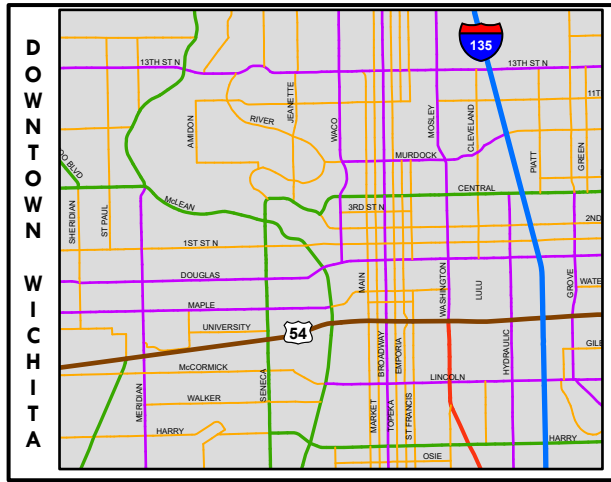
- WAMPO staff recommend the Transportation Policy Body approve the proposed change to the federal functional classification system in the WAMPO region.

## Next Steps:

- The revised FC map will be sent to the Kansas Department of Transportation (KDOT) for approval, then submitted to the Federal Highway Administration (FHWA) for approval.

## Attachments:

- [Federal Roadway Functional Classification Map, Approved by TPB on 5/10/2022](#)
- [Proposed Revised Federal Roadway Functional Classification Map](#)

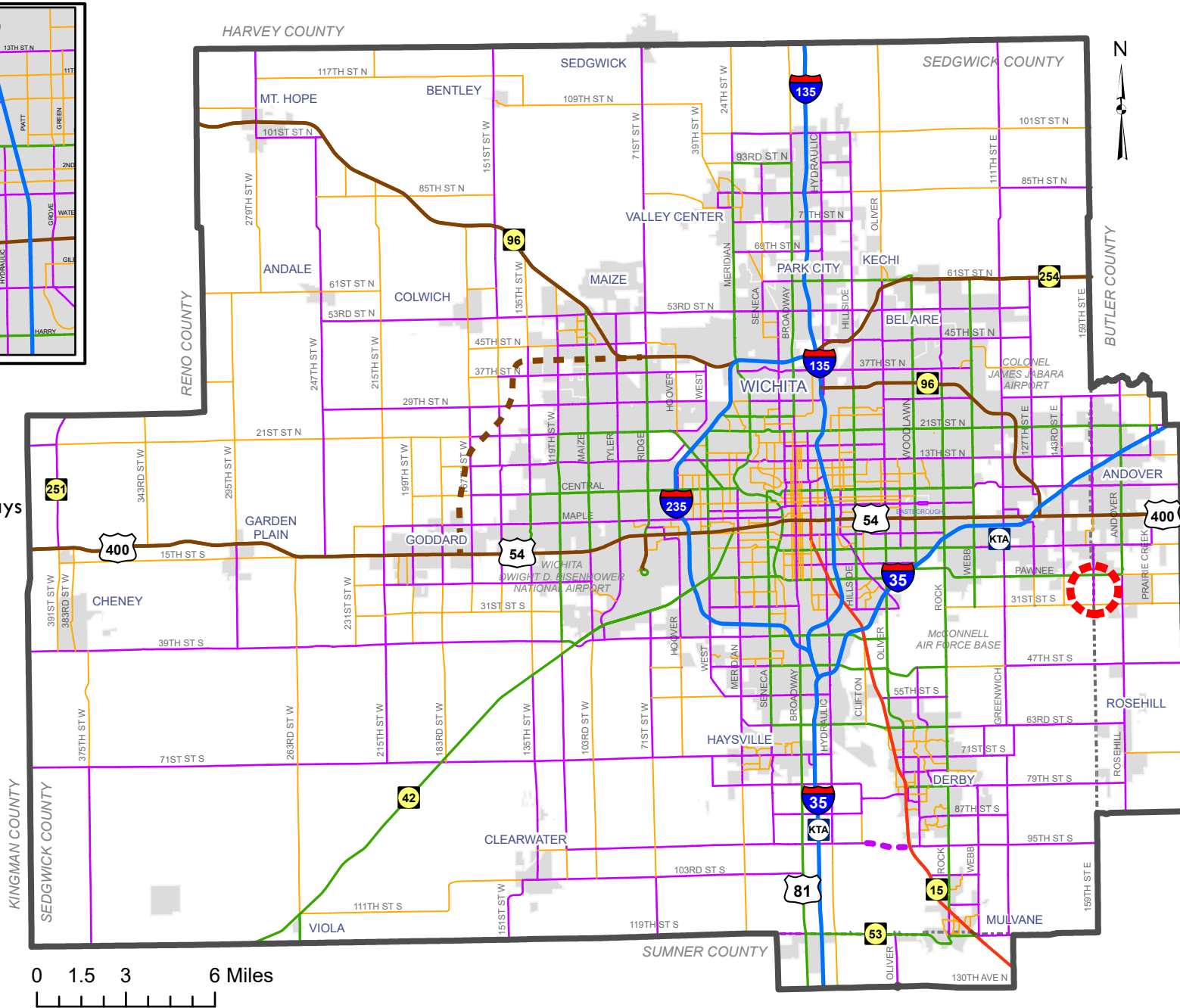


### Functional Classification

- Interstates
- Other Urban Freeways/Expressways
- Other Principal Arterials
- Minor Arterials
- Major Collectors
- Minor Collectors
- - - Future roads (example)

### Plan Boundaries

- WAMPO Planning Area
- County Boundaries
- Cities Boundaries



### What is Functional Classification?

Functional Classification is the process by which roadways are classified by the service they provide. The two services they provide are access and mobility. The amount of each service that the specific roadway provides determines how it is classified.

### Functional Classification Systems

#### Arterial System

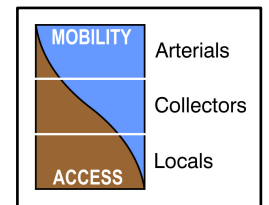
The arterial system is comprised of the Principal Arterial System and the Minor Arterial System. The Principal Arterial System, which includes interstates, other freeways and expressways, and other principal arterials, is a network designated for the highest traffic volumes and longest trips, serves major centers of activity, and/or connects major urban areas. The Minor Arterial System should interconnect with the Principal Arterial System and provide service to trips of moderate length at somewhat of a lower level of travel mobility than principal arterials.

#### Collector System

The collector system provides land access and traffic circulation within residential neighborhoods and commercial and industrial areas.

#### Local System (Not shown on this map.)

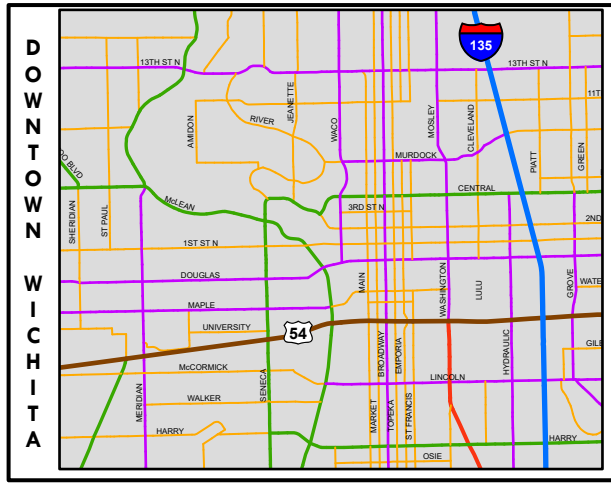
The local system is comprised of all roadways not on one of the higher systems. The purpose of this system is to provide access to land and to the higher order systems.



# 2022 Federal Roadway Functional Classification

Approved by WAMPO TPB on May 10, 2022  
 Approved by KDOT on June 6, 2022  
 Approved by FHWA on June 7, 2022

Produced by: WAMPO  
 Date Exported: 8/31/2022  
 Folder: T:\Plan5\Projects\FunClassKDOT2021\

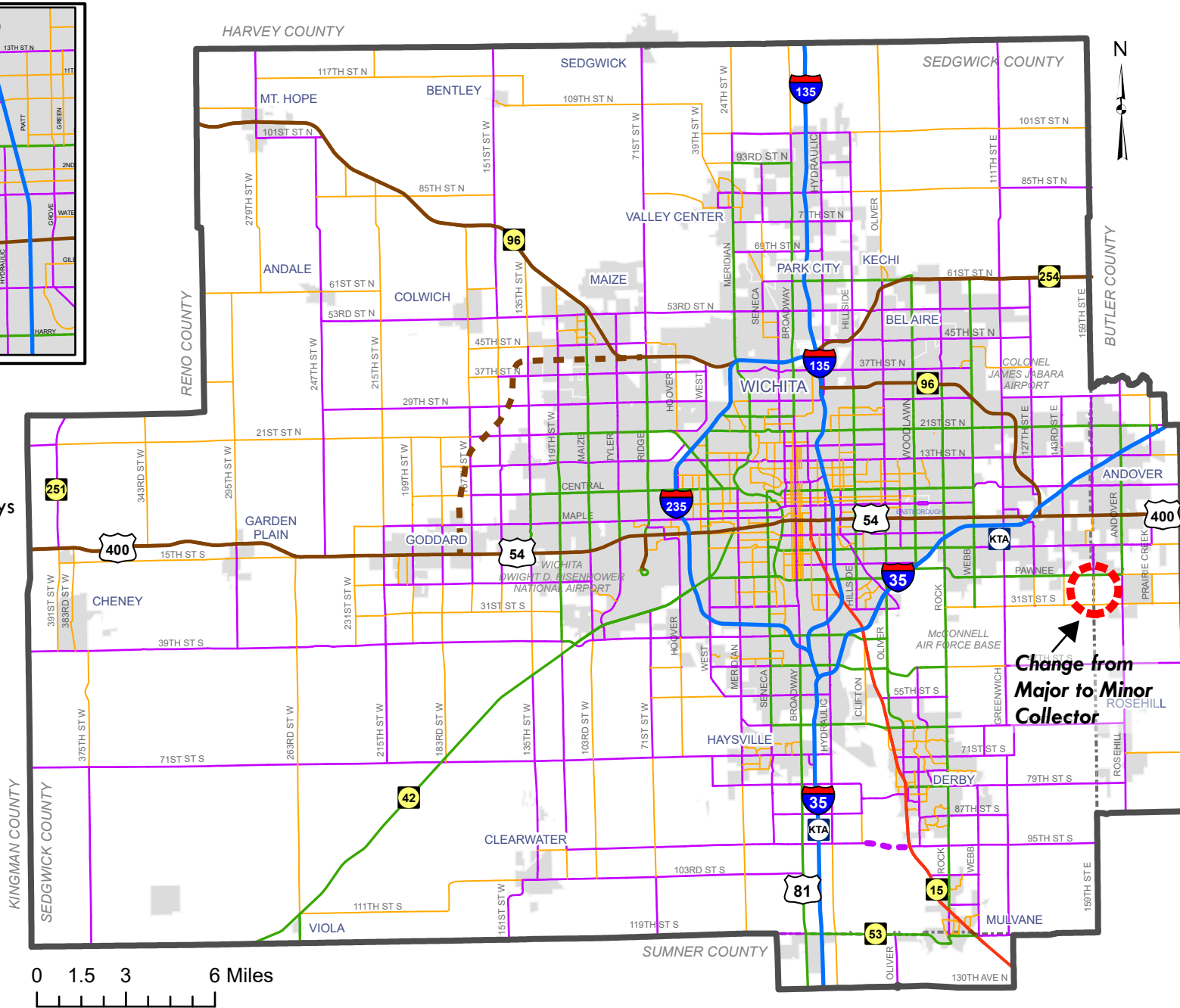


### Functional Classification

- Interstates
- Other Urban Freeways/Expressways
- Other Principal Arterials
- Minor Arterials
- Major Collectors
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- - - Future roads (example)

### Plan Boundaries

- WAMPO Planning Area
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### What is Functional Classification?

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### Functional Classification Systems

#### Arterial System

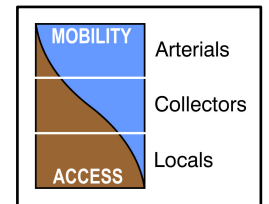
The arterial system is comprised of the Principal Arterial System and the Minor Arterial System. The Principal Arterial System, which includes interstates, other freeways and expressways, and other principal arterials, is a network designated for the highest traffic volumes and longest trips, serves major centers of activity, and/or connects major urban areas. The Minor Arterial System should interconnect with the Principal Arterial System and provide service to trips of moderate length at somewhat of a lower level of travel mobility than principal arterials.

#### Collector System

The collector system provides land access and traffic circulation within residential neighborhoods and commercial and industrial areas.

#### Local System (Not shown on this map.)

The local system is comprised of all roadways not on one of the higher systems. The purpose of this system is to provide access to land and to the higher order systems.



# Proposed Revised 2022 Federal Roadway Functional Classification



**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. Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.

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: Discussion** **TPB/TAC Bylaws Amendments**

Kelly Rundell, Hite, Fanning & Honeyman L.L.P.  
Chad Parasa, Executive Director

### Background:

Staff evaluated the TPB and TAC bylaws for opportunities to provide clarification on voting membership. TPB bylaws may be amended by a two-thirds vote of TPB quorum at any regular meeting, provided that the members have been notified at least five (5) calendar days in advance, and the proposed amendment is on the agenda. TAC bylaws may be amended by a majority vote of the TPB quorum, provided that the members have been notified at least five (5) calendar days in advance, and the proposed amendment is on the agenda.

### TPB Bylaws Amendment

Two (2) changes are proposed in this amendment:

- Removing “or designated alternate” from “No other TPB voting representative or designated alternate [besides the TAC Chair] shall serve simultaneously on both the TPB and TAC.” In the 8.1 Technical Advisory Committee section on page 5.
- Adding “Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.” to the 5.7 Public Comment Opportunity section on page 5.

### TAC Bylaws Amendment

One (1) change is proposed:

- Adding section 6.1.4 on page 4, “Opportunities for public comment shall be provided at each meeting. Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.”

### Next Steps:

This item will be brought back before the TPB at the October 11<sup>th</sup> meeting for consideration of approval.

### Attachments

- [TPB Bylaws \(9-1-22\)](#)
- [TAC Bylaws \(9-1-22\)](#)



## **Wichita Area Metropolitan Planning Organization Transportation Policy Body Bylaws**

### **Article 1 - TRANSPORTATION POLICY BODY (TPB) MEMBERSHIP**

**1.1 Voting Representatives.** The TPB consists of voting representatives from the MPO Member Jurisdictions participating in the financial support of the MPO. The membership is as follows:

- a) Four (4) City of Wichita elected officials or their designated alternate(s), as appointed by the Wichita City Council;
- b) Four (4) Sedgwick County elected officials or their designated alternate(s), as appointed by the Sedgwick County Board of County Commissioners;
- c) Two (2) KDOT representatives appointed by the Secretary of Transportation;
- d) One (1) Sedgwick County Association of Cities (SCAC) elected official or designated alternate representing jurisdictions in "Good Standing" under 2,000 population; and
- e) One (1) elected official or designated alternate each for all other jurisdictions in "Good Standing" over 2,000 population.

Member Jurisdictions must remain in Good Standing as defined in the WAMPO Redesignation Agreement for Cooperative Transportation Planning, 2013 (Redesignation Agreement) to retain voting privileges.

**1.2 Designation of Alternates.** Participating Member Jurisdictions may designate an official alternate or alternates as the official representative to the TPB as prescribed in the Redesignation Agreement. The intent of this provision is to have Member Jurisdictions designate alternates who can attend TPB meetings on a consistent basis, providing continuity in Jurisdictions' participation. The designation must be made in writing and submitted to the WAMPO prior to the alternate's or alternates' participation at a TPB meeting.

**1.3 Attendance.** Because regular attendance at TPB meetings is important, WAMPO will alert a member jurisdiction whenever its representative misses three or more consecutive meetings.

**1.4 Non-Voting Members.** Non-voting members represent WAMPO Member Jurisdictions that do not participate in the financial support of WAMPO, Member Jurisdictions represented by the Sedgwick County Association of Counties, and representatives from the Federal Highway Administration and the Federal Transit Administration.

WAMPO TPB Bylaws  
Adopted July 23, 2013  
Amended March 12, 2019  
Amended March 9, 2021

## Article 2 - VOTING

**2.1 Voting.** Each voting representative or designated alternate will be allowed one (1) vote on matters of business before the TPB. Non-voting members will have no voting privileges, but may participate in meetings.

The affirmative vote of a majority of quorum shall be sufficient for the passage of all motions, except for amendment to these Bylaws or for any other action where a different vote is specifically required by the Redesignation Agreement or these Bylaws.

Any voting member remaining silent on a vote shall be considered to have voted in the affirmative. Representatives shall abstain from voting on any matter in which he or she has a substantial interest, as defined in Article 9.

**2.2 Weighted Voting.** Weighted voting will be allowed as provided for under procedures established in Section 4.1 of the Fiscal Agreement for the Operation of the Wichita Area Metropolitan Planning Organization.

**2.3 Proxy Votes.** The use of proxy voting is not allowed. Voting members must be present to vote, except as provided in Article 6.

## Article 3 - OFFICERS

**3.1 Chair and Vice-Chair.** The TPB shall annually elect a Chair and Vice-Chair from among the voting representatives. The election shall be by an affirmative vote of the quorum present at the regular February meeting of the TPB. The newly elected Chair and Vice-Chair shall assume office immediately following the election. In the event the TPB does not meet in February, elections will be at the next scheduled meeting. The Chair and Vice-Chair are eligible to succeed themselves but shall not represent the same Jurisdiction. The Chair and the Vice -Chair shall serve a term of one (1) year. No person elected as Chair shall serve more than two consecutive terms as Chair and no person elected as Vice-Chair shall serve more than two consecutive terms as Vice-Chair.

The Chair shall preside at TPB meetings and at all public hearings conducted by the TPB; appoint subcommittees as needed; sign all letters, agreements and documents, as authorized by the TPB; and perform such other duties as appropriate. The Vice-Chair shall serve as Chair in the absence of the Chair.

**3.2 Secretary.** The WAMPO Director, or designee, shall serve as Secretary. The Secretary will not have TPB voting privileges. The Secretary shall conduct all business on behalf of the TPB. The Secretary will perform other actions and responsibilities as may be delegated to that position by the Chair.

**3.3 Removal of Officers.** The Chair and Vice-Chair may be removed from their respective office for good and sufficient cause. The cause of the removal will be documented in the meeting minutes and shall require an affirmative vote of seventy-five percent (75%) of the voting representatives present in a meeting where a quorum is present.

WAMPO TPB Bylaws  
Adopted July 23, 2013  
Amended March 12, 2019  
Amended March 9, 2021



**3.4 Vacancies.** In the event of a vacancy in the office of Chair or Vice-Chair, a voting representative shall be elected to serve the remainder of the term of office. Notice of such election shall be placed as an agenda item and the election shall be conducted in the manner consistent with the election of a Chair or Vice-Chair.

#### **Article 4 - EXECUTIVE COMMITTEE**

**4.1 Executive Committee Membership.** The TPB may, at its discretion, create an Executive Committee to which it may refer matters regarding the budget and finances, personnel and law. The Executive Committee shall be composed of:

- Chair
- Vice-Chair
- Chairperson of TAC
- Two (2) at large members of the Executive Committee are voting representatives of the TPB and appointed by the Chair of the TPB.

No more than one representative from any one Jurisdiction may participate on the Executive Committee. If a member of the Executive Committee cannot attend a meeting of the Executive Committee, the jurisdiction's designated alternate may attend.

The Executive Committee shall include, in some capacity, one member from the City of Wichita and one member from Sedgwick County. Representatives of the City of Wichita and Sedgwick County may be Chair, Vice-Chair, Chairperson of TAC, or members at large.

The Executive Committee will serve until the next election of officers, at which time the Executive Committee will be re-selected. No member of the Executive Committee can serve more than two consecutive terms in a particular position, but may serve two consecutive terms in as Chair, Vice Chair, member at large and TAC chair.

The Executive Committee will also include as non-voting, ex officio members:

- Immediate past Chair of the TPB. In the event the immediate past chair of WAMPO is no longer representing a jurisdiction, this position shall not be filled.

The Secretary shall attend these meetings to provide staff support, unless an item pertains to a personnel issue related to the Secretary.

**4.2 Meetings.** Executive Committee meetings shall be called at the discretion of the Chair or Vice-Chair.

**4.3 Duties and Powers.** The Executive Committee shall:

- a) exercise the duties and powers assigned to it by the TPB;
- b) have the authority to take action on behalf of the TPB (between regular meetings of the TPB or when a necessary quorum is lacking at a regular meeting of the TPB); and
- c) supervise the affairs of the TPB between regular meetings.

All actions taken by the Executive Committee are subject to prior direction and subsequent ratification by the TPB.

## **Article 5 - MEETINGS**

**5.1 Regular Meetings.** The TPB shall determine the time, date and place of its regular meetings, which will be held in accordance with a schedule of meeting dates approved in the fourth quarter of the preceding calendar year.

**5.2 Notice of Meetings.** Written notice stating the time, date and place of all regular meetings and an agenda enumerating items of business to be considered shall be distributed to each voting representative and non-voting member. Notice to the general public of regular meetings will follow procedures prescribed in the most current Public Participation Plan.

**5.3 Special Meetings.** The Chair, Secretary, or a majority of the voting members may call special meetings. In calling a special meeting, the requirements of the most current Public Participation Plan must be considered. Items of business to be considered at special meetings shall be limited to the items listed in the meeting agenda. The Secretary shall give public notice and notice to all members of special meetings not less than 24 hours prior to the meeting.

**5.4 Executive Sessions.** The Chair may recess a regular meeting into executive session as permitted by Kansas laws.

**5.5 Meeting Cancellations.** The Secretary may cancel a regularly scheduled meeting as deemed necessary, with the consent of the Chair.

**5.6 Quorum.** The presence of a majority of the total voting membership of the TPB shall constitute quorum. No action shall be taken without a quorum of the TPB in attendance at that meeting. Quorum is not lost when one or more members abstain from voting.

If quorum is present at the scheduled meeting time and the Chair and Vice-Chair are absent, the Secretary or other WAMPO staff representative may call for election of a temporary Chair. Upon the arrival of the Chair or Vice-chair, the temporary Chair shall relinquish the position upon conclusion of the business item immediately before the TPB.

If a quorum is not reached within fifteen minutes of the scheduled meeting time, those members present may, by unanimous agreement, elect to continue the meeting as a public information meeting or workshop to discuss items on the agenda that do not require approval or action by the TPB. In this event, the names of the members present at such public information meeting or workshop and brief minutes of items discussed shall be recorded.

Quorum for the Executive Committee shall be the presence of three members.

**5.7 Public Comment Opportunity.** Opportunities for public comment shall be provided at each meeting. Locations for all meetings shall be accessible by persons with disabilities. Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.

**5.8 Record of Proceedings.** The Secretary or designee will record a roll of members, minutes of proceedings and votes and will maintain those records. The minutes recorded are subject to review and approval by the TPB and the Secretary shall make them available for public review.

## **Article 6 - VIDEO AND TELECONFERENCE ATTENDANCE**

Members of the Transportation Policy Body may participate in a meeting by means of conference telephone, video conference device, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

If communication is lost and cannot be restored in a timely fashion, the person participating through electronic devices will be considered to have left the meeting. In that event, the Chair will ascertain whether quorum continues. The lack of quorum present will be addressed through procedures identified in Section 5.6.0

## **Article 7 - CONDUCT OF BUSINESS**

Meetings will be held in accordance with the Kansas Open Meetings Act (KOMA). Roberts Rules of Order (current edition) shall govern the conduct of meetings where not otherwise specifically provided by these Bylaws. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the TPB or to take other appropriate actions necessary to conduct all business in an orderly manner.

## **Article 8 - COMMITTEES**

**8.1 Technical Advisory Committee.** The Technical Advisory Committee (TAC) will serve as an advisory board and technical support for the TPB. During the regular February meeting of the TPB, the TPB shall elect by an affirmative vote of a quorum present one of its members to serve as the Chair of the TAC. In the event the TPB does not meet in February, the election will be at the next scheduled meeting. The appointed Chair of the Technical Advisory Committee shall be appointed to serve no more than two 1-year terms. No other TPB voting representative shall serve simultaneously on both the TPB and the TAC.

**8.2 Other Committees.** The TPB may designate other committees or subcommittees as necessary to investigate and report on specific subject areas of interest to it. Such committee members may, or may not, be members of the TPB.

## **Article 9 - CONFLICT OF INTEREST**





## Technical Advisory Committee Bylaws

### SECTION 1.0 NAME

The name of the Committee will be the Technical Advisory Committee (TAC).

### SECTION 2.0 ORGANIZATION

#### 2.1 Authority

The Wichita Area Metropolitan Organization (WAMPO) Transportation Policy Body (TPB) is the authorizing body for the TAC.

#### 2.2 Purpose

The purpose of the TAC is to provide technical support to the WAMPO TPB. Activities include but are not limited to:

- 2.2.1** Provide technical support to the WAMPO TPB, and other agencies, on transportation related studies and issues.
- 2.2.2** Advise the WAMPO TPB on technical and policy matters with accompanying recommendations and support information.
- 2.2.3** Provide technical support in the preparation of the Metropolitan Transportation Plan (MTP) and recommend its adoption to the WAMPO TPB. **2.2.4** Review the Transportation Improvement Program (TIP) including reviewing projects and recommending adoption to the WAMPO TPB.
- 2.2.5** Assist the WAMPO TPB and staff in preparation of the Unified Planning Work Program (UPWP), and recommend its adoption by the WAMPO TPB.
- 2.2.6** Coordinate in the development of regional transportation planning activities. Review and provide technical critique on the products and processes associated with regional transportation planning for the WAMPO area.

### SECTION 3.0 MEMBERS

#### 3.1 Committee Composition:

The membership of the TAC will consist of twenty-three (23) voting members and two (2) Ex-Officio non-voting members.

#### 3.1.1 Voting Members:

- One (1) WAMPO TPB Member (Chair, elected by the TPB)
- Three (3) City of Wichita Representatives
- One (1) City of Wichita Transit Representative
- One (1) Coordinated Transit District Representative
- One (1) Sedgwick County Representative
- Two (2) Kansas Department of Transportation Representatives
- One (1) Butler County/Sumner County Representative
- Three (3) Sedgwick County Association of Cities (SCAC) Representatives
- One (1) Regional Economic Area Partnership (REAP) Representative

WAMPO TAC Bylaws Adopted:  
January 19, 2006 Amended:  
October 14, 2008 Amended: August  
9, 2011 Amended August 8, 2017  
Amended: March 9, 2021

- One (1) Regional Pathways Representative from the WAMPO Regional Pathways System Plan (RPSP) Project Advisory Committee
- One (1) Air Quality Representative for the Metropolitan Statistical Area
- One (1) Kansas Turnpike Authority Representative
- One (1) At Large Representative Freight Movement Orientation (Named by the TPB)
- One (1) Railroad Freight Representative (Named by the TPB)
- One (1) Economist (Named by the TPB)
- One (1) Technologist (Named by the TPB)
- One (1) Urban land use planning and development trend expert (Named by the TPB)
- One (1) Public Health Representative (Named by the TPB)

### **3.1.2 \*Ex-Officio Non-Voting Members**

- One (1) Federal Highway Administration Representative\*
- One (1) Federal Transit Administration Representative\*

## **3.2 Alternate Members**

Alternates will be allowed to replace the designated member maintaining all rights and voting privileges as the designated member.

**3.2.1** Alternates will advise the Chairperson for the record, at the beginning of each meeting, that they will be replacing the designated member.

## **3.3 Member Selection and Termination**

Members will be approved by the WAMPO TPB. Staff will provide recommendations on membership.

**3.3.1** The represented agencies shall select the member to represent that agency according to their represented agency's own practices and the proposed listing outlined in the Bylaws. These selections will be submitted to WAMPO staff through an email or letter for documentation purposes.

**3.3.2** A person's membership on the TAC **shall** be terminated upon the member leaving his or her position named for membership on the TAC, or by the group represented by the person choosing a replacement representative.

**3.3.3** If a member or the member's alternate misses three (3) meetings within a calendar year, TAC may vote to remove the member and request a new appointee.

## **SECTION 4.0 OFFICERS AND COMMITTEES**

### **4.1 Chairperson**

**4.1.1** The TPB shall elect one of its members to serve as the Chairperson of the TAC.

**4.1.2** Elections shall take place during the regular February monthly meeting of the TPB. In the event the TPB does not meet in February, elections will be at the next scheduled meeting.

**4.1.3** The term of the office shall be 1 year, or until such time the new officers

are elected. The Chairperson of TAC may serve two consecutive 1 year terms.

**4.1.4** In the event of a vacancy in the office of Chairperson, a member shall be elected by the TPB to serve the remainder of the term of office.

#### **4.2 Duties of the Chairperson**

The Chairperson shall preside at TAC meetings assuring a comprehensive, cooperative, and continuing planning process.

#### **4.3 Duties of the Secretary**

It is the duty of the Secretary to conduct meetings in the absence of the Chairperson. The Secretary is responsible for the preparation of agendas, the handling of administrative matters and the maintenance of records, minutes, and the official roster of members. The Director of the WAMPO will act as Secretary of the TAC.

### **SECTION 5.0 QUORUM**

In order for business to be transacted, there must be a recognized quorum of voting members. A quorum shall consist of a majority of the TAC voting members appointed at any given time.

A quorum is not lost when a member or members abstain from voting. If a quorum is not reached within fifteen minutes of the scheduled meeting time, those members present may, by unanimous agreement, select to continue the meeting as an informational meeting to discuss items on the agenda that do not require approval or action by the TAC voting membership.

### **SECTION 6.0 MEETINGS**

#### **6.1 Meetings**

The TAC shall typically hold meetings, two weeks ahead of the WAMPO TPB meeting whenever possible. The WAMPO TPB approves the schedule of meeting dates each year. When the date of a meeting falls on a legal holiday, the TAC meeting will be held the following calendar day or as scheduled by the Secretary.

**6.1.1** The Secretary may cancel a regularly scheduled meeting or call an additional meeting as deemed necessary, with the consent of the Chairperson.

**6.1.2** Changes to meeting time, place, or date and any cancellations of regular meetings shall be made at least twenty-four (24) hours prior to when such meeting was to have taken place or as soon as practicable.

**6.1.3** Publication of the meetings and information will be posted on the WAMPO website. Public involvement activities will follow the currently adopted Public Participation Plan (PPP).

**6.1.4** Opportunities for public comment shall be provided at each meeting. Matters related to personnel and litigation are not appropriate for public comment. Rules of decorum will be observed.

## **6.2 Conduct of Meetings**

- 6.2.1** The meetings of the TAC will be held in accordance with Robert's Rules of Order and the Kansas Open Meetings Act (KOMA).
- 6.2.2** Meetings of TAC may be held in person, virtually or in a combination of both in-person and virtual.
- 6.2.3** Locations for all TAC meetings shall be accessible by persons with disabilities.

## **6.3 Agendas**

- 6.3.1** There shall be an official agenda for every regular meeting of the TAC, which shall determine the order of business conducted at the meeting.
- 6.3.2** The Secretary in consultation with the Chairperson shall draft a meeting agenda.
- 6.3.3** Meeting agendas sent to Members shall include appropriate materials (e.g., staff reports, draft documents, etc.).
- 6.3.4** Regular meeting agendas shall be distributed to Members at least five (5) calendar days in advance of the meetings.

## **6.4 Record of Proceedings**

- 6.4.1** At all meetings of the TAC, the Secretary shall record a roll of members, minutes of proceedings, and votes.
- 6.4.2** The Secretary shall record the minutes of each meeting as a matter of public record and should present such minutes to the TAC for approval. Approved minutes of the TAC meetings shall be available for public inspection at the office of the Secretary and posted on the WAMPO web site.

## **6.5 Voting**

Any member remaining silent on a vote shall be considered to have voted in the affirmative, unless the Chairperson has granted permission to a member to refrain from voting, in which event the member shall be recorded as abstaining.

## **6.6 Conflict of Interest**

No member of the TAC shall participate in, discuss, or vote on a matter in which he or she has a substantial interest as defined by K.S.A.75-4301 et seq.

Should any member have such a substantial interest on a matter coming before the TAC or its committees, the Chairperson shall declare an abstention for each affected TAC member for that item on the agenda.

## **SECTION 7.0 AMENDMENTS TO BYLAWS**

These Bylaws may be amended by a majority vote of the WAMPO TPB voting membership at any regular meeting, provided that the members have been notified in writing of the proposed change at least five (5) calendar days in advance and the proposed amendment has been placed on the agenda.

All amendments to these Bylaws shall be recorded by date and incorporated into these Bylaws. An official copy will be maintained by the Secretary.

WAMPO TAC Bylaws Adopted:  
January 19, 2006 Amended:  
October 14, 2008 Amended: August  
9, 2011 Amended August 8, 2017  
Amended: March 9, 2021



**SECTION 8.0 EFFECTIVE DATE**

The above and foregoing bylaws are hereby adopted as the bylaws of the TAC.

- Adopted this 19th day of January 2006**
- Amended this 14th day of October 2008**
- Amended this 9th day of August 2011**
- Amended this 8th day of August 2017**
- Amended this 9<sup>th</sup> day of March 2021**

WAMPO TPB Chairperson	
David Dennis	Date

ATTEST:

WAMPO Secretary	Date



**Agenda Item 4B: Discussion**  
**Employee and Operations Manual Revisions**  
Kelly Rundell, Hite, Fanning & Honeyman L.L.P.  
Chad Parasa, Executive Director

### Background:

Per the direction of the Executive Committee, and with the advice of legal counsel, a revised “Employee and Operations Manual” is being submitted for consideration of approval. The Employee and Operations Manual serves as an employee handbook and describes processes to be used in the day-to-day operations of WAMPO.

### Next Steps:

This item will be brought back before the TPB at the October 11<sup>th</sup> meeting for consideration of approval.

### Attachments

- [List of Proposed Revisions to WAMPO Employee and Operations Manual](#)
- [Proposed, Revised WAMPO Employee and Operations Manual \(October 2022 Draft\)](#)

## **Substantive Changes to the Employee Operations Manual**

Page 2 Added commitment to full engagement

Page 5 Added that if an employee was denied employment due to failing a background check, and/or drug/alcohol test, they are not eligible for employment for 6 months after the failure.

Page 9 If an employee takes a break in excess of 10 minutes, the excess is unpaid.

Page 11 Time off for a Personal Day time must be requested and cannot be taken until after 6 months of employment.

Page 13 Time off for Vacation Leave time must be requested and approved.

Page 14 If an employee is likely contagious, the employee should use sick leave.

Page 15 Added language about Family Medical Leave.

Page 25 and 28 If an employee is on Unpaid Leave for 2 weeks or more, WAMPO will not contribute to the premiums for health, dental and vision insurance.

Page 31 How to calculate Holiday pay when working on an alternative work schedule.

Page 33 Provided more specific guidance on credit card usage.

Page 35-36 Changed Email Usage Policy to Email and Computer Usage Policy. Added language about security and discipline.

Page 52 Added a provision that allows someone who is retiring ( in accordance with the retirement plan) with at least 60 days notice, to receive 50% of their accrued sick leave up to 100 hours.

Procurement Procedures were removed; this will be a stand alone policy.

Throughout—clarified titles

# WAMPO EMPLOYEE AND OPERATIONS MANUAL

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APPENDIX

- Employee and Operations Manual Acknowledgement and Receipt
- Organizational Chart
- WAMPO Code of Ethics
- Statement of Substantial Interests
- Compensatory Time Agreement
- Alternative Work Schedule Application

## **Introduction**

This manual is designed to acquaint employees with the most important policies of the Wichita Area Metropolitan Planning Organization (WAMPO). The manual cannot be comprehensive of all issues. This manual is not a contract, express or implied, guaranteeing employment of any specific duration. Additional rules and policies may exist in other documents or any Administrative Regulations, or be brought to your attention by your supervisor. The procedures, practices, policies and benefits described herein may be modified or discontinued from time to time. WAMPO will try to inform employees of any changes as they occur.

Employees of WAMPO are employees at will. Although a long-term relationship is the hope, either the employer or WAMPO may terminate the relationship at any time, for any reason, with or without cause or notice, regardless of the length of employment. No WAMPO employee has the authority to enter into any agreement for employment for any specified period of time.

Do not hesitate to contact your immediate supervisor or the Director of WAMPO about any questions that may arise when reviewing this manual.

# I. BACKGROUND INFORMATION

WAMPO is the designated Metropolitan Planning Organization (MPO) for the Wichita metropolitan area. It is the lead independent agency for coordinating priorities for regionally significant transportation investments in roads, highways, transit, rail, and bicycle and pedestrian facilities. In engagement with its member communities, and state and federal partners, WAMPO supports the region’s economic and transportation goals. WAMPO’s region includes all of Sedgwick County, as well as portions of Butler and Sumner Counties. MPOs are required in any urbanized area over fifty thousand in population to oversee the continuous, comprehensive, and cooperative transportation planning process (3-C process) for the area within the metropolitan planning area boundary (MPAB). The MPAB is approved by the Policy Body and with concurrence by the Kansas Department of Transportation (KDOT). Products of this work include a long-range Metropolitan Transportation Plan (MTP), a short-range Transportation Improvement Program (TIP), and an annual plan, called the Unified Planning Work Program (UPWP).

## A. WAMPO Vision

WAMPO aspires to develop an integrated regional transportation network that safely and effectively moves people and goods to their intended destinations and aligns investments in the region’s economic and transportation goals.

## B. WAMPO Mission Statement

WAMPO is the lead independent agency for coordinating priorities for regionally-significant transportation investments in roads, highways, transit, rail, and bicycle and pedestrian facilities. In engagement with its member communities and state and federal partners, WAMPO supports the region’s economic and transportation goals. In pursuit of this vision and mission, the Body and staff are guided by these values:

- **Fairness** – to all member communities and other regional stakeholders in establishing priorities and making high-return-on- investment decisions.
- **Transparency** – openly communicating the when, what, how, and why of Body and staff decision making.
- **Public Engagement** – actively inviting, listening to, and considering the ideas of those who have a stake in the agency’s decisions.
- **Collaboration** – consulting and cooperating with groups to share information and coordinate plans and decisions.

## C. Structure

WAMPO is governed by a Transportation Policy Body consisting of one or more elected officials representing each of the financially contributing jurisdictions, per the Fiscal Agreement. The Policy Body is governed by a set of Bylaws, outlining the Body's structure and procedures.

The Transportation Policy Body directs the activities of WAMPO employees through the Director of WAMPO. WAMPO's organizational chart is in the Appendix.

## D. Financing

WAMPO receives federal Consolidated Planning Grant (CPG) funds administered by KDOT for completing the activities identified in the UPWP. The CPG program requires a 20% local match, which is provided by the member jurisdictions, per the Fiscal Agreement. Other sources of revenue are derived from obligated projects from the Transportation Improvement Program (TIP) or annual allocation of Surface Transportation Planning Grant (STP) funds, as well as administrative fees from Wichita Transit for the pass through of 5310 federal funds.

## E. Commitment to Full Engagement

WAMPO makes its planning process accessible to individuals with disabilities and complies with Section 504 of the Rehabilitation Act of 1973 (29 U. S. C. 794) and 49 CFR par 27 regarding discrimination against individuals with disabilities. It is committed to holding its public meetings and outreach events at ADA-compliant locations and providing assistance to those with hearing or visual impairments, limited English proficiency or other special needs.

# II. EMPLOYMENT CLASSIFICATIONS

## A. Full-time Employees

Full-time status refers to an employee who is regularly scheduled to work 40 or more hours per week or, for employees on an alternative work schedule, an average of 40 hours per week.

**B. Part-time Employees:** Part-time status refers to an employee who is regularly scheduled to work less than 40 hours per week. Employees who regularly work less than 20 hours per week do not receive benefits.

**C. Temporary Employees:** Temporary employees are utilized on a short-term, hourly basis dependent upon need. Temporary employees hired may work



an assignment for a maximum of six (6) months. The formal selection process described in this manual need not be utilized for temporary employees, although the equal opportunity employment policy does apply. Temporary workers generally do not receive benefits unless otherwise provided by applicable law.

- D. Student Interns:** Interns from various academic or professional programs may be utilized. Any compensation is based upon the guidelines set forth in the program sponsoring the intern and/or upon approval of the Director. An intern generally does not receive benefits unless otherwise provided by applicable law.
- E. Exempt and Non-Exempt:** Employees are considered non-exempt of the requirements of the Fair Labor Standards Act, unless exempted by the Act. Employees considered exempt do not receive overtime or compensatory time. The Director can review the exempt or non-exempt status of a position at any time. If an employee requests a review of their status, the employee should make the request in writing and provide a written explanation of why the employee believes their status may be incorrect.

### **III. SELECTION PROCESS**

#### **A. Equal Opportunity Employment**

WAMPO does not discriminate in its employment and/or personnel practices on the basis of race, color, religion or creed, gender, age, national origin, disability, sexual orientation, veteran status, political affiliation, marital status/relationship or domestic partnership as defined by applicable state and federal laws. This policy applies to all terms and conditions of employment, including but not limited to recruitment, hiring, placement, promotion, demotion, separation from employment, layoff, recall, transfer, leaves of absence, compensation, benefits, and training. It is the policy of WAMPO to abide by all federal and state employment laws and to provide equal opportunities to employees and applicants. To assure full implementation of this policy, WAMPO will take action to assure that it:

- Hires only well-qualified people to perform the many tasks necessary in providing high-quality service within budgeted costs;
- Recruits, hires, and promotes without regard to race, religion, color, national origin, gender, marital status, age, sexual orientation, disability, political affiliation, or veteran status; and
- Ensures that all other actions relating to the employer-employee relationship, such as compensation, benefits, transfers, conditions of employment, training, and termination of employment, will be administered without regard to race, religion, creed color, national origin, gender, age, sexual orientation, marital status, domestic partnership, political affiliation, disability, or veteran status. It is understood that some insurance benefits may be offered by insurance carriers which may, as part of their business, set premiums based on age.

Equal employment opportunity is the responsibility of the entire workforce. Supervisors, however, are required to be familiar with equal employment opportunity requirements.

An employee who feels that they have not been afforded equal opportunity in an employment matter may pursue his or her complaint in accordance with the grievance procedures set forth in this manual. An employee who initiates an equal opportunity complaint or who serves as a participating witness in an investigation, will not be retaliated against, disciplined, or discriminated against for having done so in good faith.

#### **B. Hiring Process**

The Director is responsible for the hiring of staff members needed to perform the

activities outlined in the Unified Planning Work Program (UPWP). The hiring of additional staff is granted by the Policy Body through the approval of the UPWP.

A selection committee may be established to hire for positions, but is not required. A committee may include the following individuals:

- WAMPO Director
- Transportation Advisory Committee (TAC) Chairperson
- Transportation Advisory Committee (TAC) At-Large Representative
- Other WAMPO staff that may serve as the supervisor of the new employee
- Members of the community with particular interest in the work to be done by the selected candidate or to create a more diverse selection committee.

Notice of openings will be announced internally and posted externally. Efforts will be made to broadly announce the opening, including a job description, information on how to apply, and the fact that WAMPO is an equal opportunity employer, so to obtain qualified applicants. Internally, the position will be posted at least 5 working days and will remain posted until a selection has been made; this posting may occur concurrently or in advance of outside recruitment. Internal candidates will not be discouraged from seeking advancement and will be fairly considered. Temporary and summer intern positions need not be posted internally.

To identify individuals to be interviewed, resumes and job applications may be screened, with specific job-related criteria.

Individuals who were denied employment after previously extended an contingent offer of employment subject to a satisfactorily passing a background check and an alcohol/drug test, are not eligible for employment until 6 months have passed since the failed check or test.

### **C. Veteran's Preference**

WAMPO complies with Kansas Statute 73-201 and gives preference to veterans in employment and promotion. Any veteran, or spouse of a veteran, who qualifies for the preference under the statute should provide, with the application, a copy of the veteran's DD214 form or the DD214 of the veteran under which the spouse qualifies for preference. If the veteran or spouse qualifies for a veteran's preference under the statute, and meets all the stated qualifications and education requirements of the position, the veteran or spouse applicant will be interviewed. After the interview and any background and or reference checks, if the veteran or veteran's spouse is equally qualified with another applicant not entitled to preference, the veteran or veteran's spouse will be selected.

## **D. Offers of Employment**

The selected candidate will be extended a conditional offer of employment, contingent upon satisfactory results from a background check and satisfactorily passing a physical and an alcohol/drug test. The selected candidate will be told of these contingencies and provided information on the testing location.

In accordance with the Americans with Disabilities Act, the physical is designed to assess only the physical ability to perform the position the candidate seeks to fill. In the event the conclusion is that the candidate is not physically able to perform the essential functions of position, WAMPO and the candidate will engage in an interactive process to assess a reasonable accommodation. The candidate will be provided the results of the examination and be given an opportunity to discuss, with the Director and any supervisor of the position, possible ways the candidate could perform the essential functions of the position despite the medical opinion. If the Director believes there is new information on an alternative way to perform the work and that this information may assist the health care professional, the Director may consult with whoever concluded the candidate was not physically able to perform the work before making a final decision on whether the employee should be offered employment.

WAMPO will contract with a reputable agency or health care provider to perform pre-employment drug and alcohol testing. The agency or health care provider will follow medically accepted protocols and acceptable standards. If a candidate does not pass the drug/alcohol test, in the opinion of the testing agency or health care professional, a candidate can arrange for a second testing of the sample to challenge the results. The second testing to challenge the results will be at the expense of the applicant.

## **E. Background Checks**

To ensure that individuals who join WAMPO are well qualified and to promote a safe, productive work environment, WAMPO conducts pre-employment background checks on all applicants who accept a conditional offer of employment. Background checks are not limited to, but may include, verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a WAMPO approved background check report. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead WAMPO to deny

employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks, such as a credit report, may be made on applicants for particular job categories if appropriate and job related.

Because WAMPO employees are routinely required to travel by vehicle throughout the Wichita metropolitan area, all WAMPO employees are required to maintain a valid driver's license. The background check may include the applicant's driving records and verification of the license

WAMPO also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **IV. INITIAL PROBATIONARY PERIOD**

For the first 180 days of an employee being in a new position, including promotions and transfers, the employee is in an initial probationary period. This time allows the employee to be introduced to the new position at WAMPO, learn the position's duties and the expected performance levels. Training, feedback, and coaching is provided during this time; and employees are encouraged to seek support during this time. At the end of the probationary period, the employee will be evaluated by supervision. If there are performance concerns during and at the conclusion of the initial probationary period, WAMPO may terminate the employment. Alternatively, at the discretion of the Director, the employee may be given an extension of the initial introductory period, of up to 90 days, to correct performance deficiencies. If performance does not improve, the employee will be terminated.

WAMPO may terminate an employee during the initial probationary period or any extension granted if the employee violates any policies and/or does not satisfactorily perform the duties of the position.

At all times, during the initial probationary period and after, the employee remains an employee at will, meaning the employee and/or WAMPO can terminate the employment for any reason that is not unlawful.

## **V. WAGE AND SALARY INFORMATION**

### **A. Timekeeping**

All employees are accountable for tracking and logging the hours they worked. This will be accomplished in the following manner:

- Each employee will complete their timesheet by grant sub-task and approve it online. The accountant submits the hours to the assigned payroll organization for processing every two weeks, after the Director has reviewed and approved the payroll file.
- Non-Exempt employees: The timesheet of non-exempt employees must accurately reflect all regular and overtime hours worked and any absences, later arrivals, early departures and meal breaks.

### **B. Pay Periods**

The work week begins at 12:01 AM on Saturday and ends at midnight on Friday night. There are approximately twenty-six (26) pay periods in the calendar year, with paydays normally scheduled every other Friday. If the scheduled payday is a Saturday, Sunday, or WAMPO-recognized holiday, payday will be the business workday prior to the weekend or holiday.

New employees will be paid on the next regularly scheduled payday following two weeks of employment.

- **Non-Exempt Employees**

Non-exempt employees are paid for the hours worked based on their hourly wage. Unless authorized in advance by the Director, a non-exempt employee should not work overtime or work hours beyond the regular hours. All hours worked each day must be recorded on the timecard.

A non-exempt employee who works extra hours without permission and/or fails to report or fails to accurately report all hours worked will be subject to discipline, up to and including termination.

- **Exempt Employees**

An exempt employee is paid approximately 1/26th of his or her annual salary every two weeks. However, if unpaid leave is taken during a pay period or if it is the employee's initial or final paycheck and less than a full pay period was

worked, the employee will be paid an amount corresponding to the number of hours worked during the pay period.

### **C. Overtime**

Non-exempt employees may receive overtime pay, or possibly compensatory time off, as follows:

- The regular hourly rate of pay is paid for all hours worked through the 40<sup>th</sup> hour in any given workweek. Absences from work, including any form of paid leave, are not considered hours worked in any given workweek.
- All hours worked beyond the 40<sup>th</sup> hour of a work week, will be compensated by either payment at an amount equal to one and one-half the regular hourly rate or compensatory time off. (see below).
- Employees are required to obtain approval from the Director or Manager prior to working overtime. Failure to obtain approval prior to working overtime may result in discipline, although the overtime will be paid.
- Regular full-time employees, regular part time employees, temporary employees, and intern employees are entitled to overtime, if they have non-exempt status.

### **D. Compensatory Time**

- Compensatory time off may be given to those non-exempt employees who work overtime as provided in the section on “Overtime” and with whom WAMPO has a prior agreement or understanding that the employee will accept compensatory time in lieu of cash payment for overtime. See the Appendix for the Compensatory Time Agreement.
- Compensatory time off is at a rate of one and one-half hours off work for every hour of work by a non-exempt employee, in excess of 40 hours per workweek. Compensatory time off must be scheduled and approved by the Director.
- The maximum number of compensatory time hours that a non-exempt employee may accrue is 80 hours. An employee will be paid for hours of overtime that exceed this limit.
- Employees are encouraged to use their accrued compensatory time, and WAMPO will make every effort to grant reasonable requests for the use of compensatory time when sufficient advance notice is given and the workplace is not unduly disrupted.
- WAMPO reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated compensatory time.
- If a non-exempt employee’s status changes to exempt, the compensatory time must be used or paid out prior to the effective date of the change.



- Exempt employees do not receive compensatory time. At the sole discretion of the Director, an exempt employee may be granted time off for extraordinary time worked during a workweek.

## **E. Breaks During the Workday**

- **Breaks**

No set time is scheduled for rest from stress and sedentary activities during the day. Employees may take two ten-minute breaks as they deem appropriate, except at the beginning or end of the workday. The Director may, however, schedule breaks to ensure that the work of WAMPO is not adversely affected or to temporarily suspend breaks to accommodate an unusually heavy workload. Breaks in excess of 10 minutes will be unpaid and should be indicated on the employee's time record.

- **Lunch**

Non-exempt employees who are paid on an hourly basis may take either a ½-hour or 1-hour lunch period at their discretion. Lunch breaks do not constitute paid time. Lunch breaks should be scheduled between noon and 1:00 PM. The Director has the discretion to schedule lunch breaks so that the performance of WAMPO's work is not adversely affected.

- **Break Time for Nursing Mothers**

For up to one year after a child's birth, any employee who is breastfeeding a child will be provided reasonable break times as needed to express breast milk for her baby. After the employee notifies the Director, a locked room will be provided, other than the bathroom, that is shielded from view and free from intrusion from coworkers and the public. While this space may not be solely dedicated for this purpose, it will be a functional space for expressing breast milk and will be available for use as needed by the nursing mother. Any breast milk stored in the common refrigerator must be labeled with the name of the employee, dated, and removed at the end of the workday. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Breaks of more than 20 minutes in length for employees will be unpaid unless approved by the Director, and the employee should indicate this break period on her time record.

## **VI. LEAVES**

### **A. Holidays**

Listed below are the holidays that are observed by the WAMPO. If the holiday falls on a Saturday, it will be observed on the preceding Friday; if the holiday falls on a Sunday, it will be observed on the following Monday.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Exempt employees receive full pay for these holidays.

Full time, non-exempt employees receive 8 hours of pay for these holidays. Part time, non-exempt employees receive wages or pay for the hours for which they would typically be paid or scheduled on that day. To receive holiday pay, however, a non-exempt employee must either work or be on paid leave (which was approved prior to the holiday) both the day before and the day after the holiday. If special circumstances exist, exceptions may be made to this policy at the discretion of the Director.

Temporary employees and student interns do not receive holiday pay.

### **B. Personal Day Leave**

WAMPO allows employees to schedule one paid personal leave day. For exempt employees, it is one full day. For non-exempt, full-time employees the personal day is 8 hours, which must be taken in one full day. For part-time, nonexempt employees, the number of hours in the personal day is the average number of hours an employee works in a day of a typical workweek. The hours of a personal leave day cannot be taken until after 6 months of continuous employment. Personal leave cannot be taken on more than one day. (i.e., one cannot split up the hours and use partial leave on different days.) Personal leave days cannot be carried over from one year to the next.

Personal day leave must be requested and approved by the employee's supervisor. The online leave form should be utilized to request leave.

### **C. Bereavement Leave**

Employees are allowed up to four (4) consecutive days off from regularly scheduled work, with regular pay, in the event of the death of one of the following: Spouse, a domestic partner (a person who shares a residence and an intimate interpersonal relationship), mother, father, child, child of a domestic partner, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepparent, stepchild, grandparent, or grandchild.

At the sole discretion of the Director, bereavement leave may be granted for other especially close relatives, on a case-by-case basis, for up to four (4) consecutive days.

Employees may use vacation leave or personal day leave consecutively with bereavement leave.

It is the responsibility of the employee to inform the Director of the length of time they will require for funeral leave.

In the event of the death of a co-worker or the co-worker's immediate family, WAMPO employees will be allowed up to four (4) hours time off to attend any funeral service or visitation.

### **D. Jury and Court Leave**

Employees shall be entitled to paid leave if they are summoned to jury duty. WAMPO will pay said employee their regular hourly rate or salary during such time. To qualify for Court Leave, any jury fees received must be signed over to WAMPO.

Employees shall be entitled to paid leave if they are called to testify in a court case of which they are not a party, if the employee was scheduled to work during that time. Court Leave is not available for time spent on personal matters. To qualify for Court Leave, any fees received in connection with testifying, other than for travel, shall be signed over to WAMPO.

An employee should provide as much advance notice as possible of the need for court leave. Additionally, the employee must provide the Director with a copy of the jury summons or other documentation showing the employee's required attendance.

Employees are expected to return to work if a reasonable amount of time in the workday remains, following release from jury duty or the court appearance.

## **E. Voting Leave**

Employees should be able to vote either before or after their regularly scheduled work hours. If, however, that is not possible due to work obligations, employees will receive up to two hours during the workday to vote.

## **F. Vacation Leave**

Full time employees, unless otherwise contractually agreed upon, shall earn Vacation Leave according to the following schedule:

- 1<sup>st</sup> through 3<sup>rd</sup> service years 80 hours per year
- 4<sup>th</sup> through 9<sup>th</sup> service years 120 hours per year
- 10<sup>th</sup> through 15<sup>th</sup> service years 136 hours per year
- 16<sup>th</sup> through 19<sup>th</sup> service years 160 hours per year
- 20<sup>th</sup> service year and beyond 192 hours per year

Part-time employees, unless otherwise contractually agreed upon, shall earn Vacation Leave in proportion to a full-time employee. That is, the time a part-time employee is normally scheduled to work compared to 40 hours per week. For example, a part-time employee normally scheduled to work 20 hours per week, would earn vacation time at a rate of 40 hours annually during the first three years of employment; a part-time employee normally scheduled to work 10 hours per week, would earn 30 hours annually during the fourth through ninth year of employment.

Temporary Employees and Student Interns do not accumulate vacation leave.

For this purpose, a year begins on the first calendar day of the first full month of an employee's employment. Only time as a regular employee fulfill this requirement; time as a student intern or temporary employee does not count.

No Vacation Leave accrues for any month in which five (5) or more days of unpaid leave are used. In the event that this occurs, vacation leave accrual may be retroactively adjusted.

- Non Exempt Employees: Accrued vacation time must be used in one-half (1/2) hour increments. Up to 160 hours of accumulated vacation leave may be carried over from the employee's anniversary date to the following year; unused accumulated hours in excess of 160 hours on the anniversary date of employment are forfeited.
- Exempt Employees: Accrued vacation time must be used in 2-hour

increments. Up to 160 hours of accumulated vacation leave may be carried over from the employee's anniversary date to the following year; unused accumulated hours in excess of 160 on the anniversary date of employment are forfeited.

Vacation leave must be requested and approved by the employee's supervisor. The online leave form should be utilized to request leave.

## **G. Sick Leave**

Full time employees, unless otherwise contractually agreed upon, shall earn Sick Leave time according to the following schedule:

- 48 hours annually during the first five years of employment; and
- 96 hours annually during the sixth year and beyond of employment.

Part-time employees, unless otherwise contractually agreed upon, shall earn Sick Leave time in proportion to a full-time employee. That is, the time a part-time employee is normally scheduled to work compared to 40 hours per week. For example, a part-time employee normally scheduled to work 20 hours per week, would earn sick leave at a rate of 24 hours annually during the first five years of employment; a part-time employee normally scheduled to work 10 hours per week, would earn 24 hours annually during the sixth year of employment and beyond.

There is no limitation on the number of accumulated hours of sick leave an employee may be carried over from year to year.

For this purpose, a year begins on the first calendar day of the first full month of an employee's employment. Only time as a regular employee fulfill this requirement; time as a Student Intern or Temporary Employee does not count.

If an employee is likely contagious (for example, coughing, running nose, sore throat, vomiting or with fever), the employee should use sick leave and not report to work.

Paid Sick Leave may be used for personal and immediate family illness, injury, medical, dental, or optical appointments, hospitalization, day surgery, disability (including maternity leave), paternity leave, and enforced quarantine. "Immediate family" for paid sick leave purposes is defined as an employee's spouse, child, stepchild, state-approved foster child, parent, or stepparent. "Spouse" is defined as a husband or wife as defined or recognized under any state for the purposes of marriage. In addition, any other relative living in the employee's home is considered "immediate family". At the sole discretion of the

Director, “immediate family” for paid sick leave purposes may be granted for other especially close relatives, on a case-by-case basis.

Maternity and paternity leave is included in immediate family paid sick leave and may be used for the birth of a child. Parental leave (for either or both parents) for the adoption or foster care placement of a child may also be requested as immediate family paid sick leave.

Non-exempt employees must take sick leave in one-half (1/2) hour increments.

Exempt employees must take sick leave in 2-hour increments.

An employee requesting use of paid sick leave should notify the Director of appointments 5 days in advance of the need for Sick Leave. When leave is not foreseeable, the employee should provide notice to the Director as early as practicable prior to their scheduled work time, using WAMPO’s procedures for notification.

Unless it is an unexpected situation, written notice of the need for extended paid Sick Leave (longer than ten work days or two calendar weeks) must be given to the Director at least 10 days in advance of the requested leave, estimating or specifying when the leave will begin. A physician’s statement that estimates a return to work date must be submitted within two weeks after extended paid sick leave begins. If a return date cannot be established, a physician’s statement must be submitted for each period between medical appointments or at intervals not to exceed thirty (30) calendar days.

Employees may not elect to take unpaid time off in lieu of using available paid sick leave.

The use of Sick Leave for any other purpose than those described here is strictly prohibited and may constitute grounds for disciplinary action, up to and including termination of employment. Suspected sick leave abuse is subject to investigation by the Director.

## **H. Family Medical Leave**

WAMPO complies with the Family and Medical Leave Act and will grant up to 12 weeks of Family Medical Leave (FML) during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FML rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. Any questions, concerns or disputes with this policy, should be made to the Director.

## **1. Eligibility**

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- Have worked at least twelve (12) months for WAMPO. The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the military are counted as hours worked in determining eligibility.
- Have worked at least 1,250 hours for WAMPO over the twelve (12) months preceding the date the leave would commence.

## **2. Reasons for Leave**

To qualify as FML leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

## **3. Amount of Leave**

An eligible employee can take up to 12 weeks of FML leave during any 12-month period. WAMPO measures the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FML military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FML leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for WAMPO may only take a combined total of 12 weeks of leave for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

#### **4. Intermittent Leave or a Reduced Work Schedule**

Employees may take FML leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

WAMPO may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption, or foster care of a child, WAMPO and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt WAMPO's operations.

#### **5. Employee Notice Requirement**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to their manager or the Director.

When the need for the leave is foreseeable, the employee must provide the WAMPO with at least 30 days' notice. When an employee becomes aware of a need for FML leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FML leave is not foreseeable, the employee must comply with WAMPO's usual and customary



notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, WAMPO will provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

## **6. Designation of FML Leave**

Within five business days after the employee has submitted the required certification or other documentation, WAMPO provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

## **7. Status and Benefits During Leave**

WAMPO will continue an employee's health, dental and vision insurance benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control the employee is required to reimburse WAMPO the amount it paid for the employee's health insurance premium during the leave period.

WAMPO will continue life, AD&D and disability insurance while the employee is on FML.

## **8. Employee Status After Leave**

An employee who takes FML may be asked to provide a fitness for duty clearance from a health care provider. Generally, an employee who takes FML leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. WAMPO

may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FML leave is requested of their status as a key employee.

## **9. Use of Paid and Unpaid Leave**

An employee who is taking FML leave because of their own serious health condition or the serious health condition of a family member must use all accrued vacation, Personal Day leave and sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FML leave if the reason for the FML leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FML leave and will run concurrently with FML. For example, when an employee takes three weeks of sick leave related to a pregnancy, the three weeks will be designated as FML leave and counted toward the employee's 12-week entitlement. The employee will then be required to exhaust paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FML leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FML military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by WAMPO's sick leave policy) prior to being eligible for unpaid leave.

## **10. Intent to Return to Work from FMLA Leave**

WAMPO may require an employee on FML leave to report periodically on the employee's status and intent to return to work.

## **11. Definitions**

- a. **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

- b. **Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.
- c. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FML leave is to commence.
- d. **Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."
- e. **Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.
- f. **Covered active duty** for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.
- g. **The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FML.
- h. **Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in

outpatient status or on the temporary disability retired list for a serious injury or illness.

- i. **Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

## I. **Unpaid Leave**

Any absence, by a regular full-time or part-time employee, other than holidays, military leave and paid leave described herein is an unpaid leave of absence. An employee's use of unpaid leave not approved by the Director prior to the absence, is subject to discipline up to and including termination.

Following exhaustion of available and applicable paid leave, a leave of absence without pay of up to six months may be granted to an employee by the Director when the Director determines, in his/her sole discretion, that the leave will not jeopardize the productivity of the relevant position or harm the program within which the employee is assigned.

Sick Leave and Vacation Leave will not accrue during unpaid leave. Holidays which occur during a period of unpaid leave will not be paid.

WAMPO will not contribute to the premiums of health, dental or vision insurance of an employee who is on Unpaid Leave for two continuous weeks or more, until the employee is off of Unpaid Leave; during that time, the premiums are 100% employee-paid. This provision does not apply to employees on approved Family Medical Leave.

If any unpaid leave time exceeds 20 working days (160 hours) within any 12-month period, the employee's next annual wage increase will be pro-rated based on the amount of unpaid leave taken.

WAMPO reserves the right to fill an employee's position during any unpaid leave, unless otherwise provided by applicable law.

## J. **Military Leave**

Employees who are covered under the Uniform Services Employment and Re-employment Rights Act (USERRA) include any employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in uniformed services. Such employees shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership, application for membership, performance of service, application for service, or obligation.

1. Any time off shall be without pay. Unpaid military leave will be granted for required military activities. Employees should notify the Director of the need for Military Leave as far in advance as possible.
2. Employees on Military Leave for annual training, required training, or normal drills may schedule their vacation leave to coincide with all or a portion of their Military Leave.
3. Employees are not required to use their vacation leave before being allowed to use unpaid Military Leave.
4. Active duty orders should be furnished to the Director before an employee's Military Leave of Absence begins, if possible.
5. If the employee does not return to work for WAMPO after military leave, the balance of unused vacation leave will be reimbursed upon written request following USERRA guidelines.
6. For absences of less than 31 days, health, dental, and vision benefits continue as if the employee has not been absent. It is the employee's responsibility to contact the Director or his/her designee to arrange for payment of the employee's share of the premium if he/she will receive no pay for an entire pay period due to military activities. For absences of 31 days or more, coverage stops unless the employee elects to pay the entire premium for such coverage. The employee must contact the Director or his/her designee to arrange for payment of continued coverage. Continuation of health, dental and vision insurance may not be necessary due to the beginning of military health, dental and vision benefits. Employees should check with their military unit to find out when their military health, dental and vision benefits become effective. When an employee returns to work, health insurance will be reinstated with no waiting period or exclusions.
7. Re-employment rights will be offered following the guidelines set forth in USERRA.
8. Employees returning from Military Leave will receive seniority of service credit toward longevity benefits (if any), provided they return to work within the time limits stated in the USERRA guidelines. However, Sick and Vacation Leaves shall not accrue during unpaid Military Leave.
9. Scheduling leave: All employees should notify the Director prior to using military leave. The Director will reflect their leave on their calendar. In instances in which advanced notice of an absence cannot be provided, the employee will contact the Director to inform them that they will not be in that day.

## VII. Benefits

### A. Health, Dental, and Vision Insurance

WAMPO has an insurance program available to employees, other than part time employees who regularly work less than 20 hours per week, temporary employees and student interns. The types, amounts, provisions, and providers of these optional insurance programs are subject to change by the WAMPO Transportation Policy Body at any time. The terms of WAMPO's written insurance policies are controlling and override any statements made in this or other documents describing the various programs. If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the WAMPO accountant.

1. **Enrollment:** Newly hired employees are eligible to enroll for health, dental, and/or or vision insurance on the first of the month following their employment start date. If they enroll at that time, they will join on the first of the month after the completion of 30 days of employment. Newly hired employees that do not enroll at their first opportunity can enroll during open enrollment.

All employees can enroll or change their insurance selections during open enrollment; open enrollment is held annually during a two-week period during November and/or December. Changes at other times can only be made if there is a statutorily-defined qualifying event. Contact the WAMPO accountant or the carrier for more information.

2. **Premiums:** WAMPO has contracted with health, dental and vision insurance providers to provide coverage to all eligible employees who choose to participate and their spouses and dependents.
  - Health Insurance: The cost share of the monthly premium for the health insurance is 80% employer-paid and 20% employee-paid.
  - Dental Insurance: The cost share of the monthly premium for the dental insurance is 50% employer-paid and 50% employee-paid.
  - Vision Insurance: The cost share of the monthly premium for the vision insurance is 50% employer-paid and 50% employee-paid.If, however, the employee has been on Unpaid Leave for two continuous weeks or more, WAMPO will not contribute to the premiums until the employee is off of Unpaid Leave; during that time, the premiums are 100% employee-paid. This provision does not apply to employees on approved Family medical Leave.

3. **Payment of Premiums:** The employee's share will be paid through payroll withholding. If for some reason the employee's pay is not sufficient to pay the employee's share of any premium, the employee is solely responsible for the remaining payment. The employee's share may be withheld pre-tax if the employee chooses to participate in the Section 125 Plan.

Because the group insurance program and its benefits are subject to change, employees are advised to refer to the insurance booklets which are provided to them for more information.

## **B. Life Insurance, AD&D and Disability**

Basic group life insurance in the amount of \$50,000 is provided to all employees; this amount may be higher if certain qualifications are met. The benefit is equal to twice the employee's annual income, less any overtime, up to a maximum of \$150,000. The entire cost of this benefit is paid by WAMPO.

Other benefits included with this policy are Accidental Death & Dismemberment (AD&D), and short- and long-term disability. Please refer to the Life Insurance Benefits manual for more information regarding these benefits.

Employees will be eligible for the life, AD&D, and disability insurance the first of the month following 60 days of employment. Employees who wish to have this benefit must complete required documents to enroll and name beneficiaries.

## **C. Retirement Fund**

WAMPO offers a voluntary pre-tax 457 Plan for all qualifying employees, except temporary employees and student interns. Qualifying employees are those who have completed six (6) months as a WAMPO employee and are scheduled to work over 1,000 hours a year. Participation in the program is not required. Each employee choosing to participate in the 457 Plan has the option of electing a specific dollar amount or salary percentage-based option. Contributions to the 457 Plan are made through payroll withholding. WAMPO will match the employee contribution up to 4.7% of the employee's wages. Please refer to the manual for more details.

## **VIII. EMPLOYEE PERFORMANCE EVALUATIONS**

The formal performance evaluation is designed to facilitate communication, on a regular basis, between supervisor and employee about the employee's role in meeting WAMPO's goals and objectives. Performance evaluations are conducted to recognize positive performance, to correct unsatisfactory performance, and to set appropriate short and long-term goals. The performance evaluation will provide support and documentation for pay increases, promotions, demotions, layoffs, or terminations. It will provide an opportunity for the supervisor and the employee to discuss job duties and expectations. The evaluation process promotes discussion regarding the employee's career path, alternative career paths, and necessary training requirements.

Throughout the employee's tenure, there should be an ongoing dialogue between employee and supervisor regarding performance, both positive performance and areas needing improvement. If the informal process has been successfully followed, both employee and supervisor should come into the formal performance evaluation meeting with a clear view of the performance level the staff member has achieved.

### **A. Annual Evaluations**

Upon joining WAMPO, a formal evaluation will be completed after the new employee has been with WAMPO for six (6) months (See Section IV. Initial Probationary Period). After this, each employee will undergo a formal review in December of each year. Performance evaluations are conducted by the Director and/or Manager. The Director and/or Manager may, at their sole discretion, determine that an additional formal evaluation is appropriate for any employee at any time. The formal evaluation will reaffirm and document discussions the employee had with supervision throughout the year. The formal process will include:

- Written performance evaluation;
- Dialogue in a face-to-face meeting; and
- Opportunity for the employee being reviewed to comment on the review form.

### **B. Interim Evaluations**

In addition to the annual evaluation in December, it may be necessary to conduct interim evaluations to clarify expectations. At their sole discretion, the Director and/or Manager may choose to conduct a formal interim performance evaluation. The interim evaluation may or may not be done in conjunction with a Performance Improvement Plan.

### **C. Performance Improvement Plan**

A performance improvement plan (PIP) will be written for any employee whose



work is determined to be unsatisfactory. A performance improvement plan may be written at any time.

Typically, an employee placed on a PIP will be given up to 90 days to improve performance. The performance improvement plan should include:

- The nature of the improvement which is required;
- How that improvement will be measured or assessed;
- The time frame during which improved performance must be demonstrated;
- Any assistance or support which will be provided to the employee; and
- The consequences of not achieving a satisfactory level of performance.

At the conclusion of the time set forth in the PIP, one of the following will occur:

- If the employee's work has satisfactorily improved, it will be noted and the PIP will be terminated
- If the employee's performance has improved somewhat and the Director believes the employee's performance can improve if the PIP is extended, the Director may extend the PIP up to 30 days. A PIP may be extended only one time.
- If the employee's performance has not improved sufficiently, the employee's employment will be terminated.

## **D. Documentation**

An employee will be asked to sign evaluations and any Performance Improvement Plan, reflecting the employee's receipt of the document. It is understood that the signature does not necessarily indicate agreement with what is written.

All evaluations and Performance Improvement Plans will be maintained in the employee's personnel file.

## **IX. ETHICS AND CONFLICTS OF INTEREST**

WAMPO is a governmental entity and it is reliant on all employees to be mindful of any conduct that could be subject to public scrutiny, comment, and/or criticism. Employees should conduct themselves in a professional manner at all times.

### **A. Confidentiality**

Our member communities and other parties with whom we do business entrust WAMPO with important information relating to their business operations. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know,” unless required by applicable law, rule or regulation. If an employee questions whether certain information is considered confidential, he/she should first check with his/her supervisor.

This policy is not intended to inhibit normal business communications, but to alert employees to the need for discretion at all times.

### **B. Nepotism, Employment of Relatives, and Personal Relationships**

The employment of relatives can be problematic for both WAMPO and the family, including conflicts of interest, favoritism, the appearance of favoritism, and scheduling issues.

In order to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts, or workplace disruptions exists, WAMPO has established the following standards:

- An employee must not be in a supervisor/subordinate relationship with a relative;
- An employee cannot be involved in any employment decision about a relative, such as hiring, discipline, or compensation.
- An employee must not participate in an audit or performance evaluation of a relative;
- The employment of relatives must not create an adverse impact on work productivity or performance;
- The employment of a relative must not create an actual or perceived conflict of interest or disruption in the work environment;
- The employment of a relative must not violate any legal or regulatory mandate; and
- An employee may not be employed if a member of the employee’s immediate family (spouse, children, parents, grandparents, siblings, stepfamily members or in-law family members) serves on WAMPO’s Transportation Policy Body.

For the purpose of this policy, a relative is defined as spouse, mother, father, son, daughter, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepparent, stepchild, aunt, uncle, cousin, niece, nephew, grandparent or grandchild. The term “relative” also include a domestic partner (a person who shares a residence and an intimate interpersonal relationship) and child of a domestic partner.

With regard to sexual or romantic relationships, employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates. Any supervisor must disclose the existence of a romantic or sexual relationship with a subordinate employee; such disclosure must be made to the supervisor’s immediate superior, who will review the circumstances and determine whether a conflict of interest or risk of a conflict of interest exists. If a conflict of interest or a risk of such exists, WAMPO will work with the employees to consider options to resolve the problem. The possible resolutions may include reassignment of functions or position. Failure to cooperate with the assessment of the relationship or in the discussion to find a reasonable solution is insubordination and may result in discipline, up to and including termination. If one or both parties refuse to accept a resolution acceptable to the WAMPO, then such refusal will be considered a voluntary resignation.

Sexual and romantic relationships between employees, when neither is in a supervisory position, must not result in conduct that affects productivity or may create a problem in the workplace. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

WAMPO reserves the right to exercise managerial judgment and take such actions as may be necessary to achieve the intent of this policy. On a case-by case basis, and with the specific approval of the Director, WAMPO reserves the right to vary from the standards to address unusual circumstances.

Employees should bring to the attention of the Director any potential or existing personal relationship which may violate this policy. Employees who know of and fail to disclose a relationship covered by this policy will be subject to disciplinary action up to and including termination.

### **c. Outside Employment**

Outside employment is permitted only with the prior approval of the Director. An employee requesting approval should submit the request to the Director in writing, identifying the employer, the type of work to be performed and when the work would be done. The Director will determine if a conflict of interest exists and whether the nature of the outside employment would impair the performance of the employee's duties and responsibilities or could otherwise impair WAMPO.

Work on behalf of an outside employer cannot be performed at such time that the employee is being paid wages by WAMPO or at the WAMPO worksite.

Under no circumstances should WAMPO supplies, equipment, or non-public information be used on behalf of the outside employer.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If WAMPO determines that an employee's outside work interferes with the employee's job performance, approval of outside employment will be withdrawn. The employee will be given a reasonable time to give notice of resignation to the outside employer.

Employees who have accepted outside employment may not use paid sick leave to work on outside employment.

Any violation of this policy will result in discipline, up to and including termination of employment.

#### **D. Code of Ethics**

WAMPO has adopted a Code of Ethics. (See Appendix) All employees are required to sign and acknowledge receipt of the policy. The Acknowledgement will be maintained in the employee's personnel file.

#### **E. Statement of Substantial Interest**

WAMPO employees who have a substantial interest must file a statement of substantial interest during the month of April of every year. A substantial interest occurs when any of the following occurs:

(1) If an individual or an individual's spouse, either individually or collectively, has/have owned, within the preceding 12 months, a legal or equitable interest

exceeding \$5,000 or 5% of any business, whichever is less, the individual has a substantial interest in that business.

(2) If an individual or an individual's spouse, either individually or collectively, has/have received, during the preceding calendar year, compensation which is or will be required to be included as taxable income on federal income tax returns of the individual and/or spouse in an aggregate amount of \$2,000 from any business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.

(3) If an individual or an individual's spouse, either individually or collectively, has/have received, in the preceding 12 months, without reasonable and valuable consideration, goods or services having an aggregate value of \$500 or more from a business or combination of businesses, the individual has a substantial interest in that business or combination of businesses.

(4) If an individual or an individual's spouse holds the position of officer, director, associate, partner, or proprietor of any business, other than an organization exempt from federal taxation of corporations under section 501(c)(3), (4), (6), (7), (8), (10) or (19) of chapter 26 of the United States code, the individual has a substantial interest in that business, irrespective of the amount of compensation received by the individual or individual's spouse.

(5) If an individual or an individual's spouse receives compensation which is a portion or percentage of each separate fee or commission paid to a business or combination of businesses, the individual has a substantial interest in any client or customer who pays fees or commissions to the business or combination of businesses from which fees or commissions the individual and/or the individual's spouse, either individually or collectively, received an aggregate of \$2,000 or more in the preceding calendar year.

The Form "Statement of Substantial Interest" is in the Appendix.

## **X. GENERAL ADMINISTRATION AND OPERATIONS**

### **A. Business Hours**

WAMPO's business hours are 8 a.m.-5 p.m., Monday through Friday, except for holidays and closings due to severe weather or emergency conditions.

Employees are expected to be able to respond to member organizations and collaborate with each other during normal business hours. Anyone wishing to participate in an alternative work schedule should discuss the ramifications with the Director; any flexible work arrangement is at the discretion of the Director, to ensure that employees fulfill their professional responsibilities and to uphold the vision, goals, and responsibilities to the WAMPO membership.

Non-exempt employees: Because employees may be expected to attend public meetings, even outside of regular business hours, flexible hours during the work week may be arranged with the approval of the Director. Non-exempt employees are reminded that any modified schedule must be completed in the same workweek. For example, if a community meeting results in an employee working Monday night and the employee desires to come in late an upcoming morning, that must be done during the same workweek and with the Director's approval.

Exempt employees: Exempt employees are paid for their work, rather than for the hours they keep. As a result, they may work weekends or nontraditional hours. Nevertheless, they are accountable to the public and expected to generally be available during business hours. Exempt employees should obtain the approval of the Director for any significant changes from business hours. Unapproved absences of blocks of time exceeding two hours will be considered vacation leave, personal leave, or, if there is insufficient paid leave, unpaid leave.

### **B. Alternative Work Schedule**

An alternative work schedule may be available to WAMPO employees based on the nature of the position held, and at the discretion of the Director. Staff wishing to participate in the alternative work schedule program should discuss the ramifications for the department with the Director. Requests for an alternative work schedule should be submitted to the Director, using the Alternative Work Schedule Application form found in the Appendix. Approvals or denials of alternative work schedule requests by the Director, including the reason for the approval or denial, should be in writing.

Non-exempt employees will not be permitted to work an alternative work schedule under which the non-exempt employee is regularly scheduled

to work more than ten (10) hours during any given workday or forty (40) hours during a one week period.

Any abuses of the alternative work schedule, including not documenting or following the schedule or submitting incorrect timecards, may result in the loss of participation in the alternative work schedule and may result in disciplinary action, up to and including immediate termination.

Employees working an alternative work schedule may be asked to make specific adjustments to accommodate scheduled meetings.

The Director may withdraw approval of an alternative work schedule if necessary for the operations of WAMPO.

#### 1. Full-Day Alternative Work Schedule Policy:

The full-day alternative work schedule policy is available to exempt employees only. The plan consists of eight nine-hour days and one eight-hour day within a two-week period.

Vacation Leave will be charged by the hour and not by the day. Vacation leave that is taken a week at a time will be charged at 40 hours per week. Vacation and sick leave taken by the day will be charged according to the number of hours scheduled to be worked. For example: if an employee wanted to take a vacation day during a week when they were scheduled to work nine-hour days, their annual leave balance would be charged nine hours. However, if the employee wanted to take five days off during the same week, their vacation leave balance would be charged 40 hours. That employee would then continue their two-week schedule the following week.

Sick Leave, in all instances, will be charged by the number of work hours actually taken based on the hours scheduled to work. For example: if an employee was scheduled to work a nine-hour day but was sick, their sick leave balance would be charged nine hours. If an employee takes sick leave for a whole week in which the employee works nine-hour days, 45 hours would be charged against their sick leave balance. Employees can make up sick leave when possible.

All holidays are counted as eight hours and not nine hours, unless there are two holidays in a two-week time period, then one holiday is 8 hours and the second one is 9 hours. When holidays occur, they must be used as the eight-hour day of the schedule.

If a holiday occurs on the scheduled day off, the employee may take an alternative day off, preferably the day before or the day after the holiday, as the scheduled day off. Regardless of holidays, each participating employee must account for a minimum of eight nine-hour days and one eight-hour day during the two-week pay period.

#### 2. Half-Day Alternative Work Schedule Policy:

A half-day alternative work schedule is available to full-time exempt and non-exempt employees. The plan consists of four nine-hour days and one four-hour day within each week. The four hours off should not be recorded on the timecards as hours worked.

Vacation leave and sick leave will be charged by the hour and not by the day. Any leave taken for a full day will be charged according to the number of hours scheduled to be worked for that day. Holidays are counted as eight hours and not nine hours.

### **C. Parking**

WAMPO follows the employee and public parking policies and procedures for the Ronald Reagan Building; these policies and procedures are determined by Sedgwick County because the County owns and operates the building.

### **D. Severe Weather and Emergency Closings**

In the event of severe weather conditions or other emergencies, the Director may decide to close the office for the day, open late, or close the remainder of the day. It is anticipated that office closings will only be approved in rare instances. If a decision is made to close, all employees will be notified.

Employees may elect to work remotely if an office closing is declared.

The time off will be documented on time sheets.

- Non-exempt employees may use vacation or approved unpaid leave for time off due to a closure declared by the Director. Alternatively, non-exempt employees may elect to make up time. However, any time made up must be made up during the same work week as the closure.
- If the closure is more than 2 hours of a workday, exempt employees may use vacation, or approved unpaid leave for time off due to a closure declared by the Director. Exempt employees may make up the time during the work week. Closures of less than two hours (closing early or opening late) are not unpaid for exempt employees.
- If the closure is for a full day, employees may use their personal day leave.

Any employee who was on a previously approved leave day during the declared emergency will be charged leave for which approval was already given.

### **E. Financial Management**

WAMPO and the Kansas Department of Transportation (KDOT) work to



ensure KDOT regulations are being followed in accordance with federal grant funding rules and processes.

**1. Separation of Duties**

Contracts are reviewed by the Director and the Manager and, if equal to or over the \$5,000 threshold, are also approved by the Transportation Policy Body (TPB) and WAMPO's selected attorney before processing. Invoices, reimbursables, and timesheets are approved by the Director within bank workflow before processing.

**2. Payroll and Bank Reconciliation**

Payroll Services send WAMPO a copy of the bi-weekly payroll detail, which is reviewed by the accountant and Director before submitting for approval to pay via ACH.

After payroll processing, the accountant enters the payroll information into a spreadsheet, along with the insurance payments, to check for discrepancies. Payroll withdrawals from WAMPO's bank account are reconciled by the accountant and reviewed by the Director.

**3. Accounts Receivable**

Incoming mail is received and date-stamped upon receipt. All checks received are date-stamped and forwarded to the accountant, who endorses the check and enters the information into a log sheet. A receipt is obtained and filed in the WAMPO TIP and/or MEMBERSHIP physical file, as well as in an online shared file.

**4. Accounts Payable**

Incoming invoices are date-stamped upon receipt and given to the Director for review. If approved, the Director will sign and date the invoice and forward to the accountant, who sets up the payment via WAMPO's online banking.

**5. Credit Card - General Office Expenses**

WAMPO's corporate credit card is used for general office purchases (office supplies, postage, etc.). All purchases should be necessary and made at a reasonable price. Such purchases shall be stored in a common areas to which WAMPO employees have access. The receipts and detailed documentation is provided to the accountant, who is responsible for confirming that the items purchased have been received, recording the expenditures the accounting system, ensuring the documentation is reconciled with the credit card statement, and storing the receipts. The accountant shall make the documentation

available to its fiscal agent, the City of Wichita, as well as auditors and others legally entitled to examine the records.

- 6. Credit Card - Travel Expenses** The employees who are assigned travel credit cards which are used for work-related travel expenses only, as described in the Employee and Operations Manual. The credit cards, when not in use, are to be kept in a locked cabinet, box or drawer maintained by the accountant. Travel expenses may include airfare, hotel, food, registration, transportation service, and parking. All credit card charges must be supported by receipts and detailed documentation. This documentation must be provided to the accountant. The accountant is responsible for recording the expenditures the accounting system, ensuring the documentation is reconciled with the credit card statement, and storing the receipts. The accountant shall make the documentation available to its fiscal agent, the City of Wichita, as well as auditors and others legally entitled to examine the records.

## **F. Mail and Postage**

Postage is purchased via the departmental credit card or petty cash and outgoing mail is dropped off at the local post office.

## **G. Mileage Reimbursement and Travel Procedures**

Note: The procedures outlined below are to provide general guidance to employees regarding mileage reimbursement and travel procedures; however, the WAMPO Director, KDOT, and the U.S. Department of Transportation have the authority to review and determine eligibility of all costs incurred. This authority controls and supersedes any of the following procedures.

WAMPO will reimburse employees at the federal rate ([www.gsa.gov](http://www.gsa.gov)) for privately-owned vehicle mileage incurred for allowable work-related purposes. This includes mileage to and from meetings, conferences, and trainings and for data collection efforts. Mileage is not paid for travelling between home and the office, and it is not paid for routine errands. Any mileage incurred for activities not directly specified in this paragraph requires prior approval from the Director. Employees may also be reimbursed for tolls or parking expenses. Receipts for these expenses must be submitted with the reimbursement request. Employees seeking mileage reimbursement should use the provided Employee Travel Reimbursement Form and submit their mileage bi-weekly in accordance with the payroll schedule. This written document will be kept with the payroll file.

- **Out-of-Region Travel (Day Trips)**

Employees traveling out of the region for work-related purposes should inform their direct supervisor prior to travel and incurring any expenses. Failure to do so may result in the employee not being reimbursed for incurred costs. Allowable expenses for out-of-region travel may include mileage, meals, tolls, and parking expenses. If the employee seeks reimbursement for meals, the total reimbursement for actual costs should not exceed the Meals and Incidental Expense Rate, as defined at [www.gsa.gov](http://www.gsa.gov). Employees have the option to use their WAMPO credit card to pay for the meal using the Meals and Incidental Expense Rate, as defined at [www.gsa.gov](http://www.gsa.gov), and then provide an itemized/detailed receipt to WAMPO with the expense documented on the Employee Reimbursement Form. If proper documentation is not provided, the expense will not be reimbursed. WAMPO will not reimburse any alcohol-related expenses.

- **Out-of-Region Travel (Overnight)**

Employees traveling overnight to attend conferences or trainings must receive prior approval from the Director for budgeting purposes. Any conference or training should be listed in the Unified Planning Work Program. If not, WAMPO must receive approval from KDOT prior to attending the event. Employees will use their WAMPO credit card for conference registration, hotel room expenses, and transportation and transportation-related fees (tolls, parking, shuttles, etc).

- **Meal Reimbursement**

Employees should follow the policies set forth in the above paragraphs regarding meal reimbursement. Employees incurring meal-related expenses for events in the WAMPO region may be eligible for reimbursement of meals if the following criteria are met:

- The work-related event (training or meeting) has a meal being served at the expense of the attendee, or the meeting is held at a food-establishment. Examples may include Military Affairs Council Breakfasts, Intergovernmental Luncheons, Housing Roundtable Discussions, etc. This would not include a meeting scheduled by the employee at an eating-establishment.
- A detailed receipt is obtained for the expense.
- The cost of the meal is not included in the registration costs for the event.

Employees seeking reimbursement for meal-related expenses should receive prior approval from the WAMPO Director. All meals should be paid for by the employee with the WAMPO credit card. Any meals reimbursed will be for the actual costs but should not exceed the Meals and Incidental Expense Rate, as

defined at [www.gsa.gov](http://www.gsa.gov).

All meal reimbursements should be included on the Employee Reimbursement Form. The amount and meeting name should be included and documentation for the expense attached.

- **Unapproved Expenses**

Any expenses charged to a WAMPO credit card, that are not reimbursable must be repaid to WAMPO by the employee.

## **H. Email and Computer Use Policy**

Unless exempt from disclosure by applicable law, information generated in WAMPO's electronic systems is available for public access. Employees shall have no expectations of privacy when using WAMPO's email system or internet.

WAMPO reserves the right to monitor WAMPO-provided electronic services. Electronic media and services provided by WAMPO are the property of WAMPO and are intended for business use only. Monitoring may occur during system maintenance, periodic random checks, to further a legitimate business need, or if WAMPO has reason to believe that an employee is using electronic media in a way that is inconsistent with employee policies. E-mail and internet access are provided to WAMPO employees for appropriate use. WAMPO employees have no personal privacy rights, or any expectation of privacy, in e-mail messages or other electronic communications created, received, posted or sent in the workplace. WAMPO employees also have no personal privacy in internet usage. WAMPO has the express right to intercept and monitor all e-mail messages and other electronic communications, as well as internet usage, while in the workplace.

### **1. Acceptable and Prohibited Use:** Keeping in mind public expectations of public agencies such as WAMPO, employees should use the internet and email systems to effectively accomplish job responsibilities, specifically for WAMPO business and work-related communications only.

- Job-related responsibilities may include searching online public access information, gaining access to software support information, accessing external databases, electronic listservs, or discussion groups on job-related topics.
- WAMPO communications, internally and externally, must reflect the appropriate level of professionalism.
- Emails with personal or business solicitations are not permitted.
- Accessing the internet for a personal business or to participate in an online auction is prohibited.
- Network data storage is to be used for business related data only.

Personal music, video, pictures, etc. are not permitted to be stored on the network. Peer to peer music or video is not permitted.

- Engaging in political activities is prohibited.
- Accessing, forwarding, downloading, chatting, texting, or emailing material that would not be suitable for public distribution in the workplace, such as obscene or pornographic, harassing, threatening, illegal or unauthorized copyrighted materials is prohibited.
- Chain letters or spamming are prohibited.
- Gambling or game playing is prohibited.
- Operating a personal business is prohibited.

**2. Security:** Due diligence should be exercised when transferring data to external storage devices (notebooks, PDSs, USB flash drives, external drives, etc.) to ensure that passwords, credit card numbers, social security numbers, etc. are not accessible in case the device is lost. Any lapse in security should be immediately reported to WAMPO, so that corrective actions can be started in a timely manner.

**3. Discipline:** Any employee found to have violated this policy might be subject to disciplinary action at the discretion of the Director and/or the TPB Executive Committee. Disciplinary action may include counseling, changes in work assignments or suspensions to prevent future violations. Depending on the severity of the violation and the frequency of violations, the discipline may be of any form, up to and including termination of employment, at the discretion of the Director and/or the TPB Executive Committee.

## **I. Social Media Policy**

Social media is a broad term understood to include websites, blogs, message boards, chat rooms, electronic newsletters, wikis, online forums, social and professional networking sites, and other electronic methods to share information. Violation of the social media policy may result in discipline, up and including termination.

At no time should information considered confidential be posted on social media. Examples of confidential information include drafts of requests for proposals or reports, proprietary information of private businesses, and personal information (obtained through employment at WAMPO) about individuals who have not given their permission to disclose it.

### **1. WAMPO Social Media**

WAMPO's Communications Manager has primary responsibility to make postings on WAMPO-owned social media. Other employees wishing to make

a post on a WAMPO-owned social media must coordinate that through the Communications Manager or the Director.

All passwords, protocols, and access to social media used by WAMPO cannot be altered to block access by the Director and/or the Communications Manager without the express permission of the Executive Committee of the Transportation Policy Body.

Appropriate permission from the photographed person should be obtained before referring to or posting images of current or former employees, member organizations, or vendors. However, broad or general photos taken during public meetings may be published.

Appropriate permission from the holder should be obtained before using copyrighted materials, trademarks, service marks, or other intellectual property.

Postings should be professional, straightforward, honest, non-political, and respectful. Derogatory, offensive, plagiarized, or libelous content or commentary is unacceptable.

## **2. Other Social Media**

Posts on personally owned social media which involve work or subjects associated with WAMPO should include some sort of disclaimer, such as: "This is my own opinion and may not represent WAMPO's position or opinions."

Do not respond to work-related inquiries on personal social media accounts.

Subject to applicable law, after-hours or personal online activity that violates WAMPO's Code of Ethics, WAMPO's policies against workplace violence or bullying, or WAMPO's harassment policy, or that discloses confidential information may result in discipline.

Personal social media activity should not interfere with an employee's responsibilities at WAMPO.

## **J. Equipment and Information Resources Use**

### **1. Office Equipment**

WAMPO's equipment is essential to the effective and efficient operation

of the organization. Moreover, as a public agency, WAMPO must take reasonable steps to maintain and secure such assets. WAMPO equipment should be predominantly used for work-related purposes. Making photocopies for personal use or non-WAMPO use is prohibited.

Employees are expected to take reasonable care of equipment that has been issued to them in order to avoid misuse, damage, loss, or theft. Employees are expected to practice due diligence to protect the equipment and the confidential data contained therein. Employees who are deemed to be negligent may be requested to pay personally for the replacement or repair.

Electronic equipment should not be exposed to extreme temperatures or excessive humidity. Therefore, overnight storage of electronic equipment in a vehicle is not permitted.

Office equipment is purchased with federal funding and must be disposed of per federal guidance.

## **2. Information Resources**

The term “Information Resources” includes all hardware, software, data, information, networks, telephones, facsimile machines, photocopy machines, and other information technology (IT).

WAMPO reserves the right to monitor any and all use of Information Resources, including e-mail, phone, and internet use. Employees have no right to, and no expectation of, privacy with respect to the use of Information Resources. Information including, but not limited to, documents, software, files, and email, that an employee creates, accesses, transmits, or stores while using Information Resources is WAMPO property.

Inappropriate use of Information Resources could result in disciplinary actions, up to and including immediate dismissal from employment or criminal prosecution where the act constitutes a violation of law.

## **K. Telephone Use**

Personal calls and texting should be kept to a minimum and must not interfere with the employee’s performance of his/her duties. Employees are expected to use discretion in the placement of personal calls. Personal long-distance calls may not be charged to WAMPO.

## **L. Smoke-Free Workplace**

It is the policy of WAMPO to prohibit smoking on all organization premises in order to provide and maintain a safe and healthy work environment for all employees. Smoking is defined as the act of carrying or possessing any lighted tobacco product, including cigars, cigarettes, electronic cigarettes, vaping devices and pipes of any kind.

The smoke-free workplace policy applies to:

- All areas inside of the building.
- All organization-sponsored off-site conferences and meetings.
- All vehicles leased by the organization.
- All visitors (customers and vendors) to the organization's premises.
- All contractors and consultants and/or their employees working on the organization's premises.
- All employees, temporary employees, and student interns.

Smoking is permitted in WAMPO parking lots only.

Employees who violate the smoking policy will be subject to disciplinary action up to and including termination. This policy will also apply to hookah pipes and other artificial paraphernalia that create smoke.

## **M. Attire and Grooming**

Employees contribute to the professionalism and reputation of the organization in the way that they present themselves. WAMPO employees are expected to be neat, clean, and well-groomed while on the job. It is a benefit for WAMPO employees to dress in business casual clothing year-round. However, as proponents for the organization and for its member jurisdictions, it is important that WAMPO employees present an appearance that projects a professional image, is consistent with staff's job responsibilities and conveys respect for the people that we serve.

WAMPO is confident that employees will use their best judgment regarding attire and appearance. WAMPO reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or, in severe cases, may be sent home to change clothes.



Continued disregard of this policy may be cause for disciplinary action, up to and including termination of employment.

WAMPO has Jeans Day on Fridays. However, if scheduled to attend a meeting on behalf of WAMPO during a Jeans Day Friday, employees should not wear jeans. Business casual attire is required.

## **N. Personnel Files**

Employee files are maintained by the Director or the Accountant/HR Assistant and are considered confidential. Employees files will consist of a general personnel file and a confidential file with health and disability information. Supervisors may only have access to personnel file information on a need-to-know basis.

A supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the personnel file, or limited parts of it, in accordance with applicable laws, rules, and regulations. The confidential file, with health and disability information, cannot be reviewed as part of the selection process.

Access to personnel files by current employees and former employees upon request will generally be permitted within three days of the request, unless otherwise required under state law. Personnel files are to be reviewed within a designated area specified by the Director or the Accountant/HR Assistant. Personnel files may not be taken outside of WAMPO.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Information about an employee's and his/her immediate family's health is subject to requirements of the federal Health Insurance Portability and Accountability Act (HIPAA). It is confidential and should not be disclosed beyond the employee's confidential file with health and disability information. While payroll information will include approved sick leave, it is not necessary for the nature of any illness to be disclosed in timesheets or payroll documentation.

## **XI. SAFETY AND HEALTH**

WAMPO is committed to providing a safe and healthful working environment.

### **A. On-the-Job Injuries**

Any on-the-job injury, aggravation, or illness must be reported to the Director immediately. WAMPO has worker's compensation coverage, as required by state law.

### **B. Emergency Contact**

All employees are requested to regularly update emergency contact information. Emergency contact information is maintained by the Accountant/HR Assistant and/or Director.

### **C. Drug-Free Workplace Policy**

To foster public safety and a safe, healthy, and productive work environment, WAMPO has a Drug-Free Workplace Policy, for the purpose of providing a safe working environment free of drugs and alcohol. The Drug-Free Workplace Policy covers all employees of WAMPO. Implementation of the Drug-Free Workplace Policy is subject to the restrictions contained in federal, state, and local laws.

#### **1. Awareness Program**

WAMPO is committed to achieving and maintaining a safe, healthy and productive workplace that is free of substance abuse. Employees of WAMPO are our most valuable resource and, for this reason, their health and safety are our number one concern. Substance abuse, which can imperil the health and well-being of our employees and threaten the WAMPO workplace, will not be tolerated. Employees are expected to be in suitable mental and physical condition to perform their assigned job tasks in a satisfactory and professional manner.

The term "substance abuse" includes the use or possession of any illegal drug or controlled substance, the use or possession of alcohol, or the misuse of any legally prescribed drug while on WAMPO business. Substance abuse includes when it is possessed or consumed during working hours, or while driving on behalf of WAMPO, as well as reporting to work under the influence. As used in this policy, "controlled substance" includes all substances listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 USC 812.

#### **2. Prohibited Conduct**

- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by a WAMPO employee while conducting WAMPO business is prohibited. This includes off-premises activities during lunch breaks or any other break periods after which an employee is scheduled to return to work, as well as time periods immediately prior to work.
- The consumption, possession, manufacture, distribution, dispensation, sale, or storage (including in a desk, locker, automobile or other repository) of alcohol on WAMPO property by a WAMPO employee, while conducting WAMPO business, in vehicles being used for business purposes, or during employee's work hours.
- Being under the influence of an illegal drug on WAMPO property, while conducting WAMPO business, or in vehicles being used for business purposes or during the employee's working hours. Prescription or over-the-counter drug use must be within the limits of a valid prescription and/or the manufacturer's guidelines. Such use must not impair the individual's ability to function safely and effectively or adversely affect judgment or perception.
  - Being under the influence of alcohol is defined as blood alcohol of 0.02% or higher.
  - Being under the influence of an illegally used drug is defined as a verified positive drug test result.
- Illegal possession, use, manufacture, distribution, dispensation, sale of or involvement with a controlled substance, drugs or alcohol off the job that leads to adverse publicity for WAMPO or impacts WAMPO's credibility with any outside concern, or has the potential for that publicity or impact.
- Switching, altering or committing any other misconduct pertaining to any breath, urine or blood sample.
- Refusing to consent to testing or refusing to submit a breath, urine, or blood sample for testing.
- Falsification of any information during a drug testing procedure.
- Disclosure of information to individuals, other than on a need-to-know basis, pertaining to: drug/alcohol testing referrals; results of such testing; or treatment referrals.
- Conviction under any criminal drug or alcohol statute for a violation and failing to notify WAMPO of such a conviction within five days of the conviction.
- For those employees driving a vehicle, or operating power tools or heavy equipment, failure to notify the Director of the use of a prescription drug, that may adversely impact the employee's ability to safely perform his/her job

duties. WAMPO may temporarily place the employee in a less safety-sensitive position during the course of the drug's prescription.

- Refusing to sign the Drug-Free Workplace Policy Acknowledgement form or the Substance Abuse Testing Consent form.

### **3. Medications Affecting Job**

An employee who is not able to perform his or her job satisfactorily because of the effects of an over-the-counter or prescribed medication should notify the Director of the use of the medication which may adversely impact the employee's ability to safely perform job duties. Appropriate actions include, but are not limited to, temporarily placing the employee in a less safety sensitive position during the course of treatment, sending the individual home in accordance with leave policies, or requiring a drug test.

### **4. Testing**

- WAMPO will comply and institute drug and/or alcohol tests when required by any applicable government law or regulation.
- The methods that may be used to determine the presence of alcohol and/or drugs in the system under this policy include a urine, breath, saliva, and/or blood test. For the safety of our employees, WAMPO may test for drugs and/or alcohol when a supervisor and/or manager has/have reasonable, individualized suspicion of drug and/or alcohol use in violation of this policy. "Reasonable suspicion" must be based on specific, objective criteria, including, but not limited to: observation of drug use or possession; direct observation of the physical symptoms of being under the influence of a drug, such as impairment of motor functions or speech; a pattern of abnormal conduct or erratic behavior observed by a supervisor trained to recognize the signs of drug use; arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or distribution; information that is provided by a reliable and credible source or can be independently corroborated; or newly discovered evidence that an employee tampered with a previous drug test. A determination of reasonable suspicion shall be at the sole judgment of WAMPO.
- Testing Procedures:
  - Drug and alcohol testing will be performed, utilizing urine, breath, saliva, and/or blood samples, by a local medical facility or laboratory selected by WAMPO.
  - Testing will be conducted for the presence of controlled substances, as described in this policy, and any additional confirming tests that are required will be performed.

- The testing collection agency selected by WAMPO shall adhere to all commonly accepted medical and legal safeguards relating to collection, chain of custody, and other requirements, to ensure optimal reliability and validity of the test results.

## **5. Consequences for Violation of This Policy:**

WAMPO has established the Drug-free Workplace Policy and Procedures in order to protect our employees, members, and agency from the effects of substance abuse. Employees who violate this policy and/or fail to cooperate with drug and/or alcohol testing will be subject to discipline, up to and including immediate termination.

Employees who are found in violation of this policy may be given the opportunity to continue employment subject to their successful participation in a treatment program at the employee's expense (or through their health plan). The decision to permit an employee to participate in a treatment program in lieu of termination rests solely with WAMPO. A follow-up test and random tests will be given to such employees. Any employee failing a second alcohol/drug test will be terminated.

Employees referred to treatment will be required to sign a Rehabilitation Agreement. Employees undergoing counseling, treatment, or rehabilitation for substance abuse that continue to work must meet all established standards of conduct and job performance.

## **6. Condition of Employment. As a condition of employment every employee:**

- must abide by the provisions of this policy with regard to drugs and other controlled substances.
- must notify his or her supervisor within five (5) working days of any arrest or criminal charges arising out of the misuse of alcohol or any controlled substance.
- must notify his or her supervisor within five (5) working days of any conviction arising out of the misuse of alcohol or any controlled substance.

WAMPO requires that this policy be read by new employees. WAMPO views any violation of this policy as a serious offense, which will be fully investigated. Employees are expected to cooperate with any such investigation.

Failure to follow this policy can result in discipline, up to and including termination, even for a first offense.

## **7. Reservation of Rights**

WAMPO reserves the right to interpret, change, or rescind this policy in whole or in part, with or without notice. In addition, changes to applicable federal or state laws or regulations may require WAMPO to modify or

supplement this policy. This policy does not create a binding employment contract or modify an existing contract with any WAMPO employee.

## **D. Workplace Violence**

WAMPO intends to promote a safe environment for its employees. It is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

Violence, threats of violence, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; that is, all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. The malicious use of traditional weapons and other items not intended as weapons; (i.e., pipes, screwdrivers, etc.) is also prohibited. Individuals who commit such acts may be removed from the premises and will be subject to disciplinary action, criminal penalties, or both.

Employees need to cooperate to implement this policy effectively and to maintain a safe working environment. Employees must not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If an employee observes or experiences such behavior by anyone on WAMPO premises it should be reported immediately to supervision. The Director should be consulted regarding an investigation of the incident and appropriate action. **(Please note: Threats or assaults that require immediate attention by police should be reported first by calling 9-911).**

WAMPO reserves the right to investigate potential violations of this policy in a reasonable manner and scope, including undertaking property searches. All desks, storage drawers and cabinets, office cubicles, and any other work areas provided by WAMPO are the property of WAMPO. WAMPO reserves the right to search any such property when WAMPO has a reasonable basis for doing so and the search is reasonable in its scope. Any weapon uncovered in a search may be confiscated. When warranted, confiscated items may be turned over to appropriate law enforcement authorities.

Nothing in this statement shall be construed as creating any duty or obligation on the part of WAMPO to take any actions beyond those required of an employer by existing law.

WAMPO intends to prosecute all violators of this policy. Employees who fail to comply with any part of this policy will be subject to discipline up to and including termination.

## **E. Harassment Policy**

WAMPO will provide a productive work environment for its employees and not tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another employee's work performance or that creates an intimidating, offensive, or hostile work environment.

Harassment on the basis of any protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information, political affiliation, or any other characteristic protected by law, or that of his/her relatives, friends, or associates, and that (a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on WAMPO time, or using organization equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites, or other means.

Sexual harassment, in particular, is strictly prohibited and will engender appropriate disciplinary action, up to and including, termination. Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example, (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

The harassment policy applies to all applicants and employees, whether related

to conduct engaged in by fellow employees or by someone not directly connected to WAMPO (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events. Conduct prohibited by these policies is also unacceptable outside of the workplace, if it has the purpose and/or effect of creating an offensive, hostile, or intimidating work environment.

Any employee who believes that he or she has been sexually harassed has a responsibility to report the situation as soon as possible to the Director. Complaints alleging sexual harassment by the Director should be directed in writing to the current Transportation Policy Body Chair for immediate referral to the WAMPO on-call attorney. The organization's attorney will fully investigate all allegations. Complaints will be investigated and processed according to the grievance procedures, as set forth in this manual.

## **F. Workplace Bullying**

WAMPO defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.”

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that WAMPO will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action up to and including termination of employment.

Bullying may be intentional or unintentional. It must be noted that where an allegation of bullying is made, the intention of the alleged bully is not relevant. It is the effect of the behavior upon the victim that is important. WAMPO considers the following a non-exhaustive list of the types of behavior constituting bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.



- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities for non-work-related purposes.

Complaints of workplace bullying should be brought to the attention of the Director. If the Director is a suspected party to the bullying, the complaint should be addressed to the TPB Chair.

## **G. Encouragement of Reporting**

WAMPO encourages complaints, reports, or inquiries about illegal practices or serious violations of WAMPO's policies, including illegal or improper conduct by WAMPO itself, by its leadership, or by others on its behalf. Individuals who believe they have been the victim of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with the WAMPO Director or TPB Chair.

When possible, WAMPO encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often, this action alone will resolve the problem. WAMPO recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

WAMPO encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

## **H. Protection from Retaliation**

WAMPO prohibits retaliation by or on behalf of the agency against employees for making good faith complaints, reports, or inquires under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The agency reserves the right to discipline persons who make bad faith, knowingly false, or wrongful complaints, reports, or inquiries or who otherwise abuse this policy.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, when necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

## **I. Whistleblowing Procedure**

The Vice-Chair of the Transportation Policy Body will serve as the Whistleblower Ombudsman in charge of the management and administration of any whistleblowing occurrences. In the event the Vice-Chair is not available or declines to serve, the Chair of the Transportation Policy Body will appoint a TPB member (including ex officio and non-voting members) with extensive work experience to be the Whistleblower Ombudsman. The Ombudsman is not a legal representative, agent, or advocate of the employee or former employee making a report. Phone and email contact information of this appointment will be prominently posted for agency staff access.

The Ombudsman may receive and investigate complaints or information from employees about a violation of law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. The Ombudsman is not authorized to accept or investigate matters concerning the lawful exercise of discretionary authority.

After the Ombudsman's review of complaint or information, the Ombudsman may undertake an investigation. Subject to TPB's approval of expenses, when the Ombudsman believes it is necessary or useful, the Ombudsman may retain an attorney or other individual to investigate or assist in the investigation of the matter. Results of any investigation will be shared with the Executive Committee of the TPB.

The agency will maintain, to the fullest extent possible and at all times, the confidentiality of the data revealed through whistleblowing, and the identity of the whistleblower, subject to overriding legal requirements, and should protect such data with the most appropriate discretion and care.

All employees should be in a position to report serious occurrences, as defined above, without fear of any form of employment-related retaliation.

## **X. DISCIPLINE**

### **A. Discipline Generally**

Guidelines for the acceptable conduct of employees are necessary for the orderly operations of WAMPO and for the benefit and protection of the rights and safety of all employees. WAMPO's policies and procedures, and others which may be established from time to time, are identified to promote understanding of what is considered unacceptable conduct and to encourage consistent action in the event of violations.

Any employee may be subject to disciplinary action by the Director due to the employee's failure to perform duties in an acceptable manner or for personal actions that discredit the agency.

Grounds for disciplinary actions include, but are not limited to, the following examples. This list is not exhaustive, and does not intend to cover all possible offenses. It is only intended as a guideline to be used by WAMPO.

- Refusing to comply with an authorized job-related directive of a supervisor.
- Stealing and/or causing destruction of agency property, and/or violating or refusing to comply with pertinent laws and regulations when such conduct impairs efficiency or could bring WAMPO into public disrespect.
- Conviction of a misdemeanor or felony crime.
- Being discourteous to the public, a WAMPO TPB or TAC member, or co-worker.
- Habitual tardiness.
- Unauthorized or excessive absence.
- Abuse of sick leave or other types of leave.
- Reporting for work or duty under the influence of alcohol, or the illegal use of drugs.
- Falsification of any records or employment data and/or failure to report work-related accidents or injuries.
- Requesting, giving, offering, taking, or accepting a bribe.
- Failure to take proper care of or abuse of WAMPO property.
- Gross carelessness or bad faith in making and meeting financial obligations on behalf of WAMPO.
- Playing of tricks, jokes, or other dangerous pranks upon others.
- Disregarding the safety and comfort of fellow employees.
- Engaging in prohibited workplace harassment.
- Failure to comply with provisions set forth in this manual or other policies and directives.

### **B. Disciplinary Procedures**

WAMPO utilizes progressive discipline. However, whenever an employee commits an offense warranting discipline, the Director may begin the discipline at any step, depending on the seriousness of the offense committed and the employee's prior receipt of formal discipline.

**Verbal Reprimand.** The Director will issue an informal verbal reprimand to the employee. The verbal reprimand will be documented by the Director, but not put in the employee's personnel file, to demonstrate that the first step of progressive discipline has been taken.

**Written Reprimand.** The Director will issue a formal, written reprimand to the employee. The written reprimand will identify: (a) the nature of the action which led to the reprimand; and (b) the consequences which may result from additional violations of the established policy or procedure which is in question. The employee will be asked to sign the written reprimand, acknowledging receipt of it, although not necessarily agreeing with it. The reprimand will be kept in the employee's personnel file.

**Suspension.** The employee will be issued a suspension from duty without pay. The written notice of the suspension will identify: (a) the length of the suspension; (b) the nature of the action which engendered the suspension; (c) the action or behavior which is required; and (d) the consequences which may result from further violations of the established policy or procedure. For non-exempt employees, a suspension without pay may range from 4 hours to 10 working days. An exempt employee will be suspended for one full week. At the discretion of the Director, step 3 of the progressive discipline process may be repeated in the case of recurring behavior. The employee will be asked to sign the suspension, acknowledging receipt of it. The record of suspension will be kept in the employee's personnel file.

**Termination.** The employee will be terminated; the notice of termination will provide a description of the conduct warranting termination.

No advance notice of the application of disciplinary procedures is required. In all such cases, however, the employee will be afforded the opportunity to grieve the specific application of WAMPO's disciplinary procedure.

### **XIII. Grievance**

A formal grievance procedure is provided as a vehicle for addressing questions, concerns, and disputes which have not otherwise been addressed to an employee's satisfaction. This procedure applies to grievances (i.e., complaints which refer to an inappropriate application of policy), discrimination, and allegations of harassment (whistleblowing, reporting of improprieties, fraud, or other illegal behaviors within the organization is covered separately).

Every effort will be made to resolve employee questions, concerns, and disputes to the satisfaction of all interested parties in a manner that is quick, fair, effective, and fully consistent with the established policies and procedures of WAMPO.

WAMPO's grievance procedure consists of three (3) steps. Each step must be followed in sequence.

- 1.** The employee will initiate an informal (i.e., unwritten) discussion with the Director within 5 working days of the action or event which precipitated the complaint or within 5 working days of the employee's first awareness of the action or event. If the matter pertains to an equal employment opportunity issue, harassment issue, or other impropriety by the Director, the informal discussion may be conducted with the Chair of the Transportation Planning Body. The Director of the Chair of the Transportation Planning Body should document the discussion, including any resolution.
- 2.** The employee will file a formal grievance with the Director. The employee must file a written grievance within 5 working days of the information discussion in Step 1. Additional time may be granted at the discretion of the Director. In the grievance, the employee must identify: (a) the nature of the complaint; (b) the statute, regulation, policy, or precedent which has been violated; and (c) the remedy which is sought. Within 5 working days of having received the grievance, the Director will arrange to meet with the employee to discuss the complaint. The Director should issue a written response to the employee within 5 working days of receiving the written grievance. If extraordinary circumstances exist (such as a significant person involved is on vacation), the Director may have an additional 5 working days to issue a response. In the event of an extension, the employee will be notified of the extension and the reason for the delay.
- 3.** The employee is afforded the opportunity to appeal the decision of the Director. Within 5 working days of having received the Director's

response, a written appeal is to be delivered to the Director, who will arrange for the appeal to be considered in an Executive Session of the Policy Body within 60 working days. The employee is afforded an opportunity to make a formal presentation to the Policy Body regarding the complaint. (A formal presentation is optional on the employee's part.) The Director may identify and secure any additional information or input which might be required to adjudicate the grievance. The Policy Body will issue a written response to the employee within 30 working days of its formal consideration of the matter. The Policy Body's decision on the matter is final.

## **XIV. SEPARATION FROM EMPLOYMENT**

### **A. Exit Interviews**

Every employee who separates from WAMPO may be asked to participate in an exit interview conducted by the Director or his or her designee. The exit interview will be used to obtain feedback – both positive and negative – from the employee pertaining to his or her reason(s) for leaving. The feedback received from the employee will be shared with the employee’s supervisor and/or other members of the management team. Notes pertaining to the exit interview will not be retained in the separating employee’s personnel file.

### **B. Voluntary Separation**

In order to accommodate the orderly transfer of assignments from one employee to another, all employees are asked to provide as much advance notice as possible (i.e., 2 to 4 weeks) when choosing to leave employment with WAMPO.

In cases of retirement, employees are asked to provide written notice at least 60 days prior to their scheduled separation, in order:

- to meet the requirements of the established retirement plan;
- to accommodate the time needed to process any required arrangements; and
- to provide sufficient time for the orderly transfer of assignments.

Employees will not be permitted to use any of their unused vacation or sick leave days after notice of separation is provided or is disclosed informally. The Director, however, may authorize the use of sick leave in the event of documented health issues.

Pay for accrued, unused vacation time and accrued compensatory time will be paid to the employee on the first regular pay date after the employee receives his or her final paycheck for time actually worked.

Pay for accrued, unused sick leave is ordinarily not paid. In the event, however, in the case of a retirement with at least 60 days notice and satisfaction of the requirement of the established retirement plan, 50% of the employee’s accrued, unpaid sick leave will be paid, with a maximum payment of 100 hours. In the event of long term disability, recognized by WAMPO’s disability insurance carrier, 50% of the employee’s accrued, unpaid sick leave will be paid, with a maximum payment of 100 hours.

## **C. Layoff**

With or without notice, an individual may be separated at any time for any reason which is deemed appropriate by WAMPO.

If the event of a reduction or change in the organization's funding or programs, a termination notice of at least 2 weeks (i.e., 10 working days) will be provided to an employee.

Pay for accrued, unused vacation time and accrued compensatory time will be paid to the employee on the first regular pay date after the employee receives his or her final paycheck for time actually worked. Employees will not be permitted to use any of their unused vacation or sick leave days after notice of separation is provided or is disclosed informally. The Director, however, has the discretion to authorize the use of unused vacation time for the purpose of seeking other employment after the employee has been notified of a layoff. The Director, however, may authorize the use of sick leave in the event of documented health issues.

## **D. Involuntary Separation – Other than Layoff**

If the organization elects to terminate an employee immediately, the employee will receive pay for accrued compensatory time on the first regular pay date after the employee receives his or her final paycheck for time actually worked.

An employee who separates involuntarily may file a grievance pursuant to the grievance procedure set forth in this manual.

## **E. Return of WAMPO Property**

Separating employees must return all WAMPO property at the time of separation, including cell phones, keys, laptops, personal computers, WAMPO credit cards and WAMPO identification cards. In the event an employee fails to return WAMPO property, WAMPO may take steps to recover the property and/or its value; such efforts may include, but are not limited to, criminal prosecution and civil collection actions.

## **F. Rehire**

Former employees who left WAMPO in good standing and were classified as eligible for rehire may be considered for reemployment with WAMPO. Applicants



must meet all minimum qualifications and requirements for their applied-for position, including the passage of all required qualifying tests, checks, and exams.

Supervisors must obtain approval from the WAMPO Director or their designee prior to rehiring a former WAMPO employee. Unless the separation was a result of a layoff, previous employment tenure will not be considered in calculating leave accruals or any other benefits for rehired WAMPO employees. If a former employee, separated as a result of a layoff, is rehired within two years of the last day the employee worked, the previous employment tenure will be considered in calculating leave accrual and longevity for other benefits.

A former WAMPO employee who was terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation is ineligible for rehire.

## **XV. EMPLOYMENT-AT-WILL STATEMENT**

This manual provides basic information pertaining to policies, practices, responsibilities, and benefits which are associated with employment at WAMPO. However, no provision of this manual represents a contract or should be construed as such.

Employment is at the will of the employer. Both the employer and the employee may terminate employment at any time with or without cause. WAMPO, through its own action or through the action of the Director, may change any term or condition of employment whether that term or condition is stated in the manual or is otherwise established as an employment practice. Written or oral statements made to employees are not to be interpreted in any manner that alters the “at will” employment relationship.



## Employee and Operations Manual Acknowledgement and Receipt

I acknowledge that I have received a copy of the Wichita Area Metropolitan Planning Organization (WAMPO) Employee and Operations Manual. I understand that this manual replaces any and all prior verbal and written communications regarding WAMPO working conditions, policies, procedures, appeal processes, and benefits.

I have read and understood the contents of this manual and will act in accord with these policies and procedures as a condition of my employment with WAMPO.

I have read and understood the Standards of Conduct expected by WAMPO and I agree to act in accord with the Standards of Conduct as a condition of my employment by WAMPO.

I understand that if I have questions or concerns at any time about the manual, I will consult my immediate supervisor, or the WAMPO Director.

I also acknowledge that the manual contains an employment-at-will provision that states:

- Either WAMPO or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this manual, in any other WAMPO documents, or in any verbal statements to the contrary; and
- That no one except the Director can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship contract or agreement must be in writing, signed by the Director and in the employee file.

Finally, I understand that the contents of this manual are simply policies and guidelines, not a contract or implied contract with employees. The contents of the manual may change at any time.

I have read this document in its entirety and understand the conditions of my employment.

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Employee Signature

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Date

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Employee Name (Please Print)



## **Agenda Item 4C: Discussion** **Potential 2023 UPWP Tasks**

Ashley Bryers, Transportation Planning Manager

### Background:

The Unified Planning Work Program (UPWP) describes how the federal planning funds allocated to WAMPO (in the form of Consolidated Planning Grant (CPG) funds) will be used and what planning activities WAMPO staff and consultants will undertake each year. The UPWP is developed by WAMPO staff with input from local governments, Wichita Transit, Kansas Department of Transportation (KDOT) staff, Federal Highway Administration (FHWA) staff, and Federal Transit Administration (FTA) staff. A new UPWP is produced each year. The UPWP needs to consider the Planning Emphasis Areas identified by FTA and FHWA. Further, under the Bipartisan Infrastructure Law (BIL), passed in November 2021, at least 2.5% of planning funds need to be used on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities.

A UPWP needs to have the following components:

- Planning work tasks for regional and metropolitan planning priorities and activities that address federal planning requirements
- Resulting products
- Responsible organizations
- Time frames
- Costs
- Funding sources (FHWA, FTA, state, and local)

After the 2023 UPWP is approved by the WAMPO Transportation Policy Body (TPB) it is approved by KDOT, FHWA, and FTA.

### Potential 2023 Planning Tasks:

WAMPO staff met with our Planning Partners – KDOT, FHWA, FTA, and Wichita Transit – to discuss potential planning activities for 2023 based on work done in 2022 and plan update cycles.

These tasks were also discussed at the August 9, 2022, TPB meeting. Commissioner Dennis asked for this to be brought to the next TPB meeting so TPB members could think about tasks between meetings.

The tasks listed in Table 1 are planned for 2023. A few tasks are continuations of 2022 work, and a few will begin in 2023.



**Agenda Item 4C: Discussion  
Potential 2023 UPWP Tasks**

Ashley Bryers, Transportation Planning Manager

**Table 1: 2023 Planned UPWP Tasks**

<b>Item</b>	<b>Status</b>
<b>Comprehensive Safety Action Plan</b>	Staff is reviewing proposals now.
<b>Travel Demand Model &amp; Congestion Management Program Update</b>	This project will commence soon.
<b>Economic Development &amp; Transportation Study</b>	A RFP will be posted in the 3 <sup>rd</sup> quarter.
<b>Regional Active Transportation Plan</b>	In coordination with the Wichita Bike Master Plan, but a separate process.
<b>Greater Wichita Bike Map</b>	Last printed in Spring 2016. This map will be developed as part of the Regional Active Transportation Plan. It won't be printed until 2024 using local funding.
<b>Intelligent Transportation Systems Architecture</b>	Last updated in 2006.
<b>Safe Routes to School Planning Assistance</b>	FFY2024 funding, thus the project can't start in earnest until October 2023.
<b>MTP 2050 Planning Assistance</b>	FFY2024 funding, thus the project can't start in earnest until October 2023.
<b>MTP 2050</b>	The new MTP must be completed and approved by June 2025.
<b>Bike/Ped Counts</b>	Continuation of annual counts and pursue making the counts more robust, potentially through purchasing data or counters.
<b>Coordinated Public Transit Human Services Transportation Plan</b>	Last updated in 2018.
<b>FFY2023-FFY2026 TIP Administration</b>	This TIP is planned for approval on August 9. 2023 tasks will include quarterly updates.
<b>Wichita Transit Network System Redesign</b>	FFY2023 MPO-CMAQ funding.
<b>Electric Vehicle Network Plan</b>	Develop this to prepare for BIL funding opportunities.
<b>Transit Study</b>	Developing a fiscally constrained implementation plan based on the Connecting Communities: Wichita Area Transit Feasibility Study that was last updated in 2018 and regional coordination conversations local transportation providers have been having.

**Discussion:**

Are there other potential tasks we should keep in mind?



## **Agenda Item 4D: Update Existing and Future Bikeways**

Ashley Bryers, Transportation Planning Manager  
Eldon Taskinen, Transportation Planning Intern

### **Background:**

Bicycles are an important alternative to automobiles in the WAMPO region's transportation network, providing both transportation and recreation. In the Wichita metropolitan area, bicycles are an effective mode of nonmotorized transportation. Bicycles release zero emissions and can cover long distances much faster than a pedestrian could. However, those on a bicycle risk injury when traveling on busy roads that are not designed to accommodate them, which can turn many prospective bicycle riders off the idea. To inform and expand active transportation plans in the region, WAMPO staff have created comprehensive maps of existing and proposed bikeways in the WAMPO region, covering all the communities in the region, both big and small.

### **WAMPO's Existing and Future Bikeways Map:**

The maps WAMPO staff have developed of existing and future bikeways are based on plans and maps provided by individual communities. These plans and maps were then condensed into maps of the entire WAMPO region. Those maps were then sent to each community for confirmation and further edits. Once finalized, WAMPO's intention is to use these comprehensive bikeway maps for the regional active-transportation planning process in 2022-2023.

The maps distinguish between different types of bikeways. For example, sidepaths are road-adjacent, above-the-curb, paved paths that are at least 8 feet wide, accommodating both bicycle riders and pedestrians. Meanwhile, shared-use paths are similar in design to sidepaths, but are not road-adjacent, which is significant for bicycle riders who want to avoid biking next to a roadway. There are eight different bikeway classifications on the maps, including four classifications of on-road bikeways (bicycle lanes, marked/signed shared lanes, bicycle boulevards, and paved shoulders) and four classifications of off-road bikeways (shared-use paths, sidepaths, unpaved trails, and mountain-bicycle trails).

Some communities' planning documents include prospective locations for future bikeways. These proposed bikeways have been included in the maps to allow WAMPO to see where jurisdictions want bikeways to go before plans are made. Jurisdictions often report what kind of bikeway they would prefer to see installed, as well as whether certain routes should be prioritized. These details have been retained to further aid WAMPO in developing future active transportation plans.

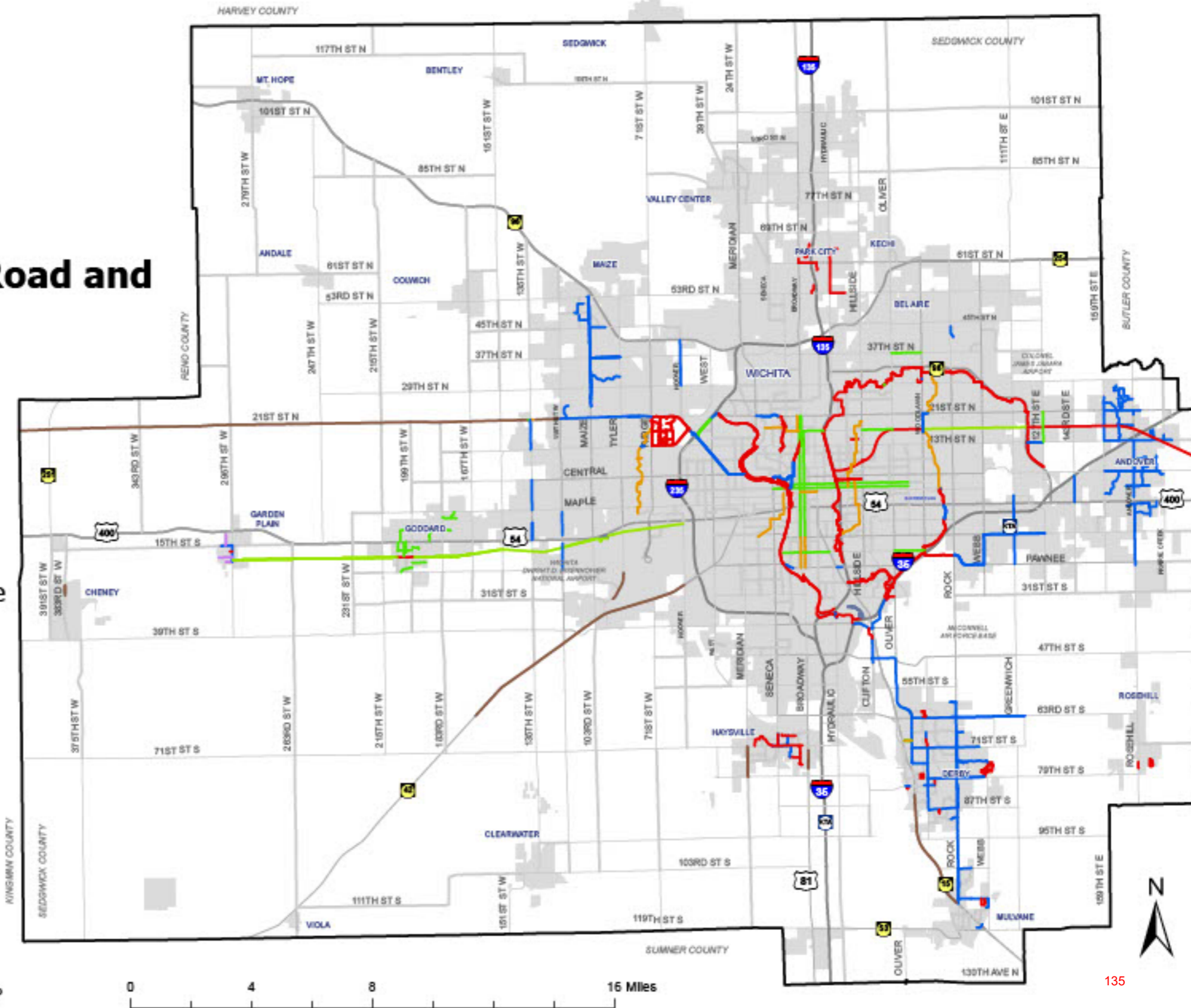
### **Attachments:**

- [2022 Existing Off-Road and On-Road Bikeways](#)
- [2022 Existing Off-Road Bikeways](#)
- [2022 Existing On-Road Bikeways](#)
- [2022 Proposed Off-Road and On-Road Bikeways](#)
- [2022 Proposed Off-Road Bikeways](#)
- [2022 Proposed On-Road Bikeways](#)



# 2022 Existing Off-Road and On-Road Bikeways






- WAMPO Planning Area
- Shared Use Path
- Sidepath
- Bicycle Lane
- Marked/Signed Shared Lane
- Bicycle Boulevard
- Paved Shoulder
- Unpaved Trail
- Mountain Bicycle

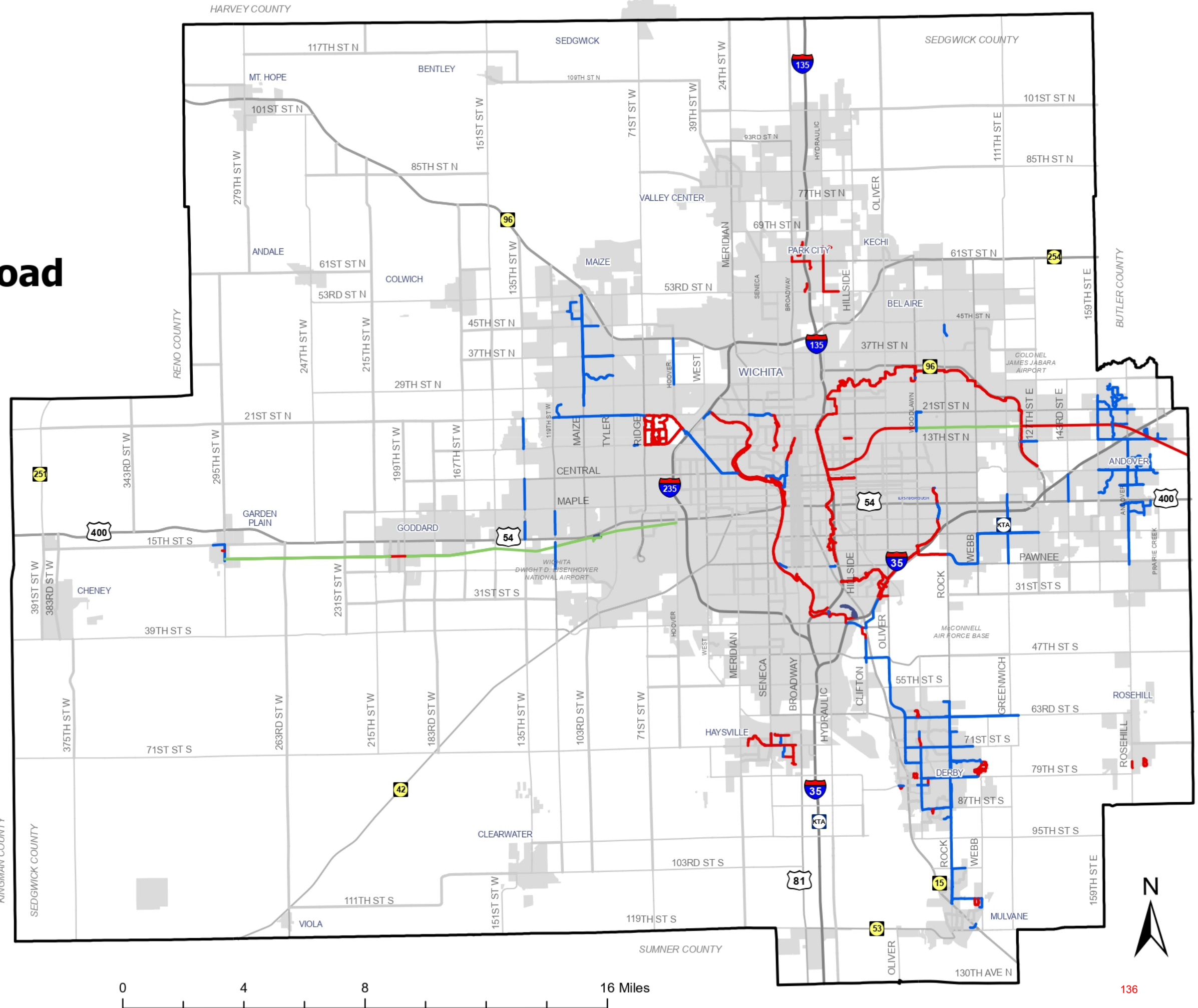


Source: Various bike/ped maps from the WAMPO region  
 Produced by: WAMPO  
 Date Exported: 8/15/2022  
 Folder: T:\WAMPO GIS\Bike Ped\2022\_Bike-Ped Trails\MapDocs\  
 The information shown on this map is compiled from sources made available to us, which we believe to be reliable.



# 2022 Existing Off-Road Bikeways

-  WAMPO Planning Area
-  Shared Use Path
-  Sidepath
-  Unpaved Trail
-  Mountain Bicycle








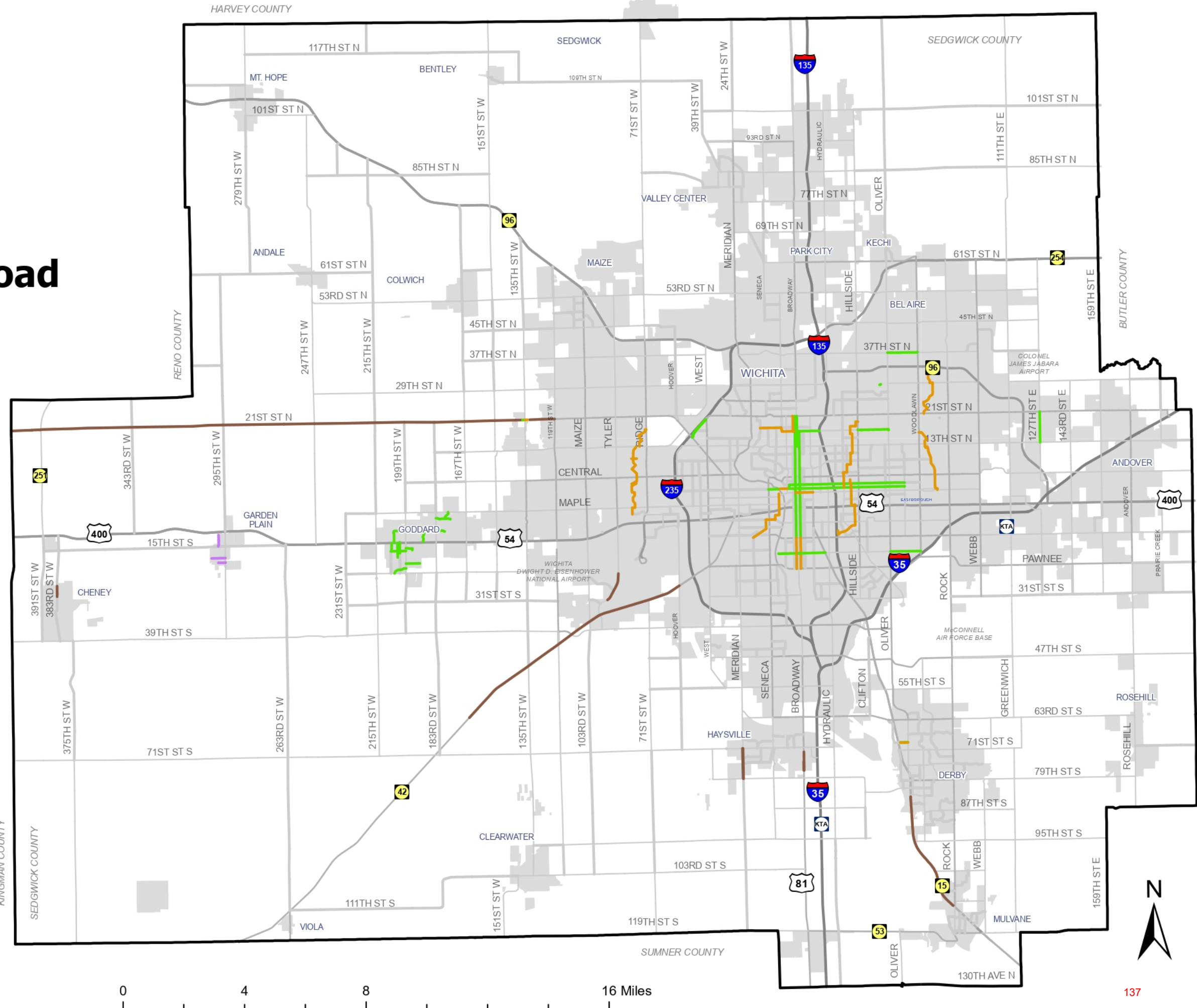
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 The information shown on this map is compiled from sources made available to us, which we believe to be reliable.





# 2022 Existing On-Road Bikeways

-  WAMPO Planning Area
-  Bicycle Lane
-  Marked/Signed Shared Lane
-  Bicycle Boulevard
-  Paved Shoulder

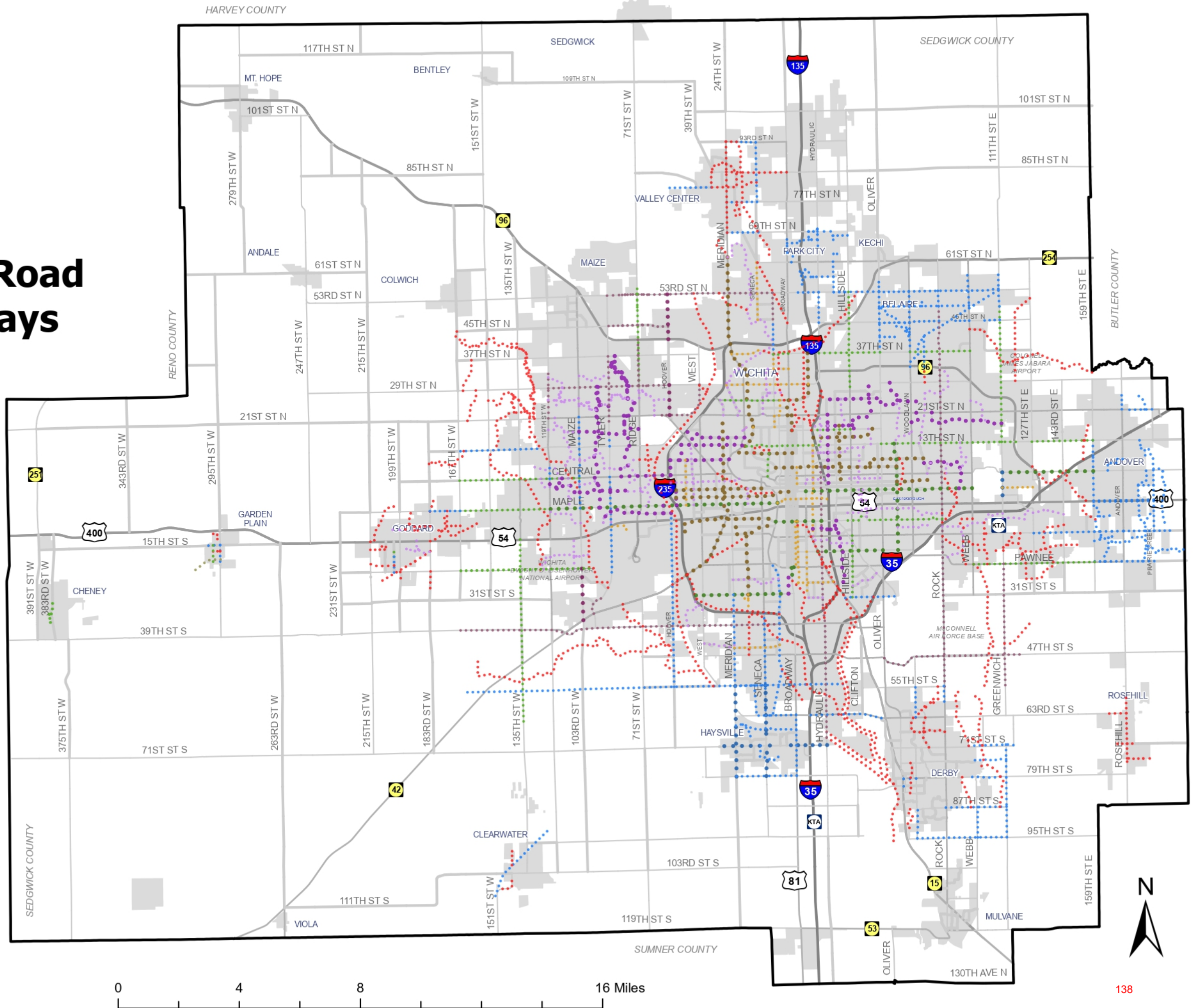


Source: Various bike/ped maps from the WAMPO region  
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# 2022 Proposed Off-Road and On-Road Bikeways






- WAMPO Planning Area
- ..... Shared Use Path - Future
- ..... Sidepath - Priority
- ..... Sidepath - Future
- ..... Bicycle Lane - Priority
- ..... Bicycle Lane - Future
- ..... Marked/Signed Shared Lane - Priority
- ..... Marked/Signed Shared Lane - Future
- ..... Bicycle Boulevard - Priority
- ..... Bicycle Boulevard - Future
- ..... Paved Shoulder - Priority
- ..... Paved Shoulder - Future
- ..... Unpaved Trail - Future

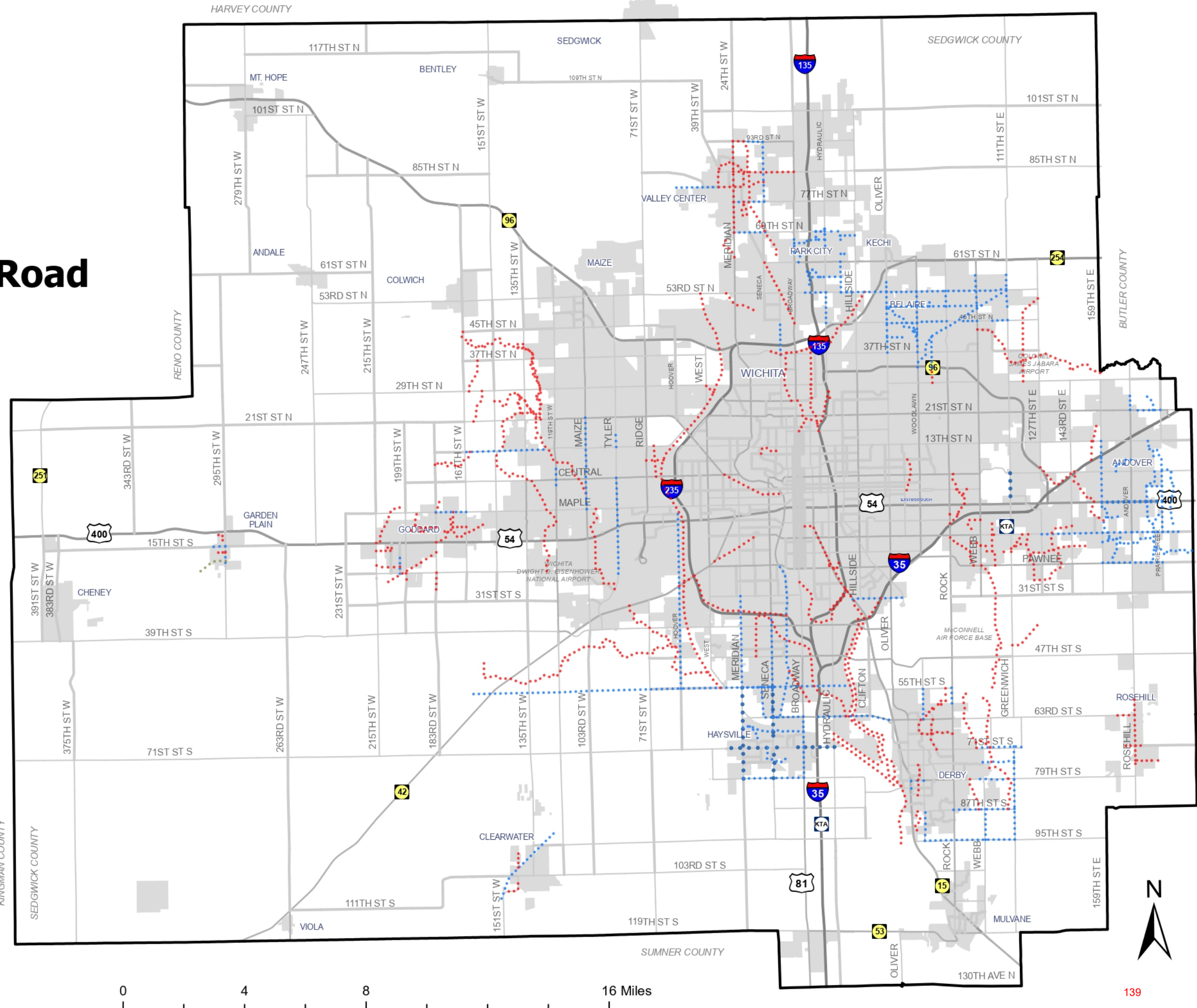


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# 2022 Proposed Off-Road Bikeways

-  WAMPO Planning Area
-  Shared Use Path - Future
-  Sidepath - Priority
-  Sidepath - Future
-  Unpaved Trail - Future

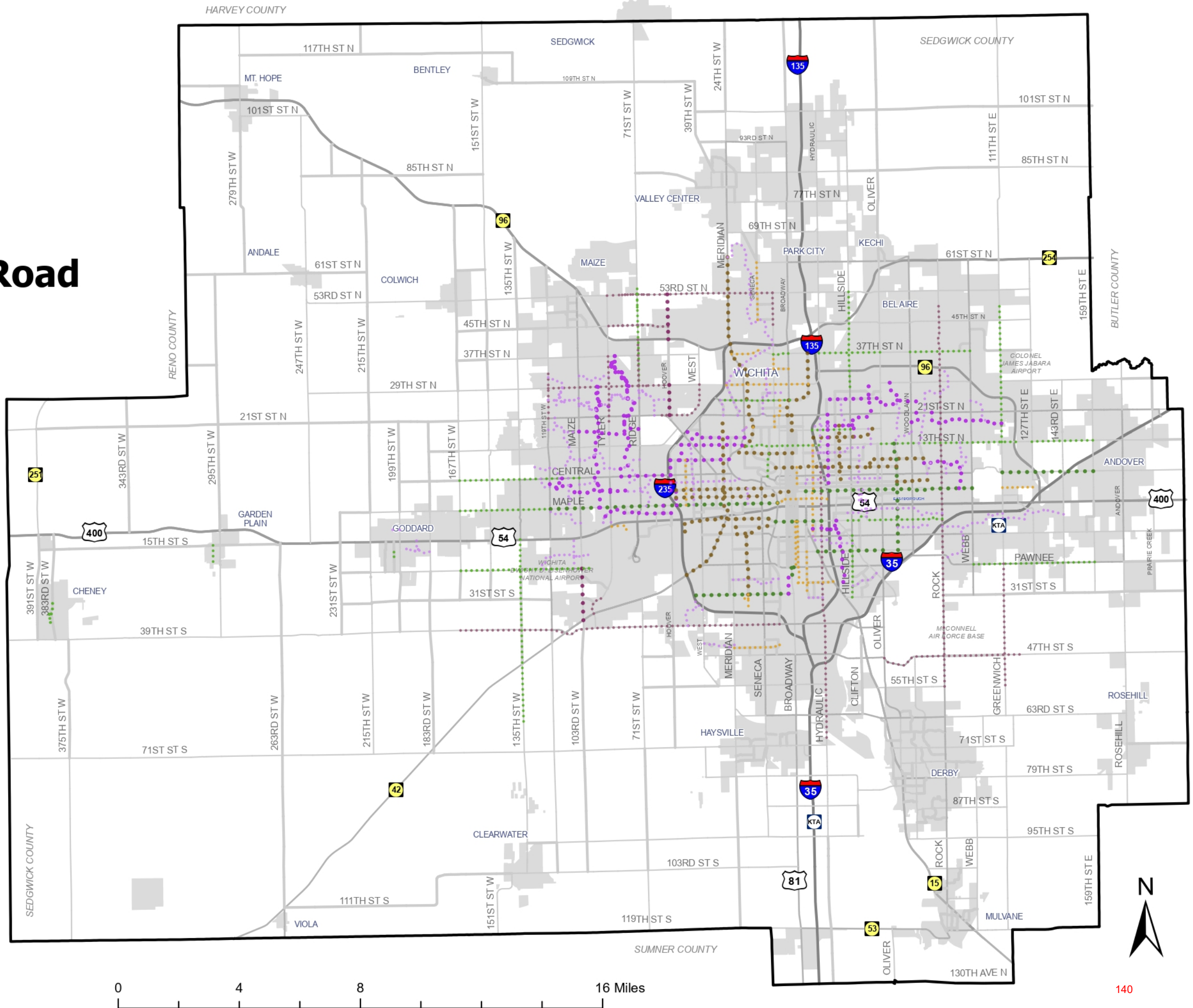


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 The information shown on this map is compiled from sources made available to us, which we believe to be reliable.



# 2022 Proposed On-Road Bikeways

- WAMPO Planning Area
- Bicycle Lane - Priority
- Bicycle Lane - Future
- Marked/Signed Shared Lane - Priority
- Marked/Signed Shared Lane - Future
- Bicycle Boulevard - Priority
- Bicycle Boulevard - Future
- Paved Shoulder - Priority
- Paved Shoulder - Future



Source: Various bike/ped maps from the WAMPO region  
 Produced by: WAMPO  
 Date Exported: 8/15/2022  
 Folder: T:\WAMPO GIS\Bike Ped\2022\_Bike-Ped Trails\MapDocs\  
 The information shown on this map is compiled from sources made available to us, which we believe to be reliable.

# Kansas Department of Transportation COST SHARE PROGRAM



<b>BACKGROUND</b>	The Kansas Joint Legislative Transportation Vision Task Force recommended the Kansas Department of Transportation look at ways to leverage state funding with local and private funding for projects related to job growth and retention.
<b>OBJECTIVE</b>	The Cost Share Program provides financial assistance to local entities for construction projects that improve safety, leverage state funds to increase total transportation investment and help both rural and urban areas of the state improve the transportation system.
<b>AVAILABLE FUNDING</b>	Cost Share has two rounds a year, Spring and Fall, that communities can apply for. Funding is variable and is announced when there is a call for projects.
<b>ELIGIBLE PROJECTS</b>	Construction projects addressing important transportation needs such as promoting safety, improving access or mobility and improving condition or relieving congestion.  All transportation projects are eligible, including roadway (on and off the state system), rail, airport, bicycle/pedestrian and public transit.
<b>ELIGIBLE APPLICANTS</b>	Projects typically will be administered by a local unit of government. Non-governmental applications also will be considered.
<b>LOCAL MATCH</b>	<b>A minimum of 15% non-state cash match is required.</b> Additional consideration will be given to project applications that commit more than the minimum required match amount.
<b>REQUIREMENTS</b>	Candidate projects should include investments providing transportation benefits and are not eligible for other KDOT programs. Candidate projects may receive additional consideration if they support economic growth or aid in the retention or recruitment of business.
<b>SELECTION PROCESS</b>	Applications will be accepted on an ongoing basis. General selection criteria includes economic development, local contribution, safety, regional priority, and letting within the fiscal year it is awarded. Geographic distribution will also be considered during project selection.
<b>HOW TO APPLY</b>	All KDOT Cost Share Program applications must be completed through the online application available at <a href="http://www.ksdot.org/CostShare/CostShareProgram.asp">http://www.ksdot.org/CostShare/CostShareProgram.asp</a>  A sample application is available on the website to preview along with previously awarded projects.  Please contact Michelle Needham with any questions.
<b>KDOT CONTACT</b>	Michelle Needham Economic Development Programs Manager (785) 296-1939 <a href="mailto:michelle.d.needham@ks.gov">michelle.d.needham@ks.gov</a>



Kansas Department of Transportation  
ECONOMIC DEVELOPMENT PROGRAM  
2021-2022

**OBJECTIVE:** To create new jobs and encourage capital investment in Kansas by helping fund transportation improvements to recruit new businesses and encourage growth of existing businesses

**ANNUAL FUNDING:** \$20 million reimbursement program

**ELIGIBLE PROJECTS:** Any transportation improvement that can be shown to support job growth and capital investment in the State. All transportation modes are eligible, including roadway (on and off the state system), rail, airport, and public transit. Typical projects include access roads, turning lanes and rail spurs.

**ELIGIBLE APPLICANTS:** Local Governments, often in partnership with private business

**LOCAL MATCH:** A 25% minimum local match is preferred

**REQUIREMENTS:** Improvement projects must address a transportation problem, such as promoting safety, improving access or mobility, or relieving congestion.

**The new or expanding business must be non-speculative.** This program is not intended for improvements for future business recruitment.

**Other basic infrastructure must be in place or imminent** such as water and other utilities.

**Improvement projects must create new jobs and capital investment in Kansas,** not transferring business from one part of the state to another.

**The project must have the support of local leaders,** such as elected officials and/or a chamber of commerce.

**APPROVAL PROCESS:** If a project's approval is critical to recruit a new business to the State, a decision will be made **within 30 days**. Projects that are not time-sensitive will be pooled and selected annually as funding is available.

**HOW TO APPLY:** Please contact Michelle Needham, Economic Development Programs Manager, for an application

**KDOT CONTACT:** Michelle Needham  
Economic Development Programs Manager  
785-296-1939  
[michelle.d.needham@ks.gov](mailto:michelle.d.needham@ks.gov)



**Access,  
Innovation and  
Collaboration (for  
Transit)**

This program supports transit providers with a combination of state and federal funds to improve access to transit, move forward with innovative service solutions, and form collaborations to enhance the transit network in Kansas.

**How to apply:** All local governments, transit providers, tribal nations, and non-profit organizations within the state of Kansas are eligible to apply for funding. Applications are typically due in March of each year.

**Who to contact:** Jon Moore, AICP, Public Transportation Manager, (785) 296-4907 [Jon.Moore@ks.gov](mailto:Jon.Moore@ks.gov)

**More information:** <http://www.ksdot.org/burTransPlan/pubtrans/index.asp>

**Access  
Management**

This program promotes safe, efficient traffic flow on the State Highway System while allowing for reasonable access to adjacent properties. This program includes access planning and construction components. The Construction Program is a reimbursement program (not a grant program) that helps finance improvements identified in approved KDOT access plans. Both promote safety, efficiency and economic activity.

**How to apply:** For the Access Planning Program – contact the Highway Access Manager. For the Construction Program – applications accepted year-round. Local match may depend on which program utilized; some associated costs for construction may not be eligible.

**Who to contact:** David Seitz, P.E. Bureau of Transportation Planning, (785) 296-1140 [david.seitz@ks.gov](mailto:david.seitz@ks.gov)

More information: <http://www.ksdot.org/accessmanagement/>

**Kansas Airport  
Improvement  
Program**

This program assists with improvements to all public-use airports except those classified as Primary airports. The program focuses on preservation and enhancement of the Kansas airport system through airfield pavements, lighting, weather systems, navigational aids, planning grants and aeronautical surveys for instrument approaches, to name a few.

**How to apply:** Applications are solicited annually and are due by Sept. 30 but are accepted any time during the year prior to that date. A local match will depend on the type of project.

**Who to contact:** Bob Brock, Director Division of Aviation, (785) 296-2553 [Bob.brock@ks.gov](mailto:Bob.brock@ks.gov)

**More information:** <http://www.ksdot.org/divaviation/default.asp>

**Kansas Bridge  
Programs**

KDOT has several bridge programs, including the Off-System Bridge Program, a federal program to repair or replace bridges that are not on the federal-aid system, and the Kansas Local Bridge Improvement Program, which provides funds to Local Public Agencies to replace or rehabilitate locally-owned, deficient bridges in order to improve overall system throughout the State of Kansas.

**How to apply:** Bureau of Local Projects sends out a memo with application when soliciting projects. A local match may be required.

**Who to contact:** Kent Anschutz, Bridge Team Leader Bureau of Local Projects, (785) 296-0263 [Kent.Anschutz@ks.gov](mailto:Kent.Anschutz@ks.gov)

**More information:** <http://www.ksdot.org/bureaus/burlocalproj/default.asp>

**CCLIP  
(City Connecting  
Link  
Improvement  
Program)**

This program assists cities to fund improvements to City Connecting Links (city streets that carry a state highway designation). This is in addition to payments made directly to municipalities for general maintenance of the City Connecting Links. Includes Surface Preservation (SP); Pavement Restoration (PR); Geometric Improvement (GI).

**How to apply:** The Bureau of Local Projects sends out a memo with the application soliciting projects that describes the minimum local match (0-25%) depending on the size of the city.

**Who to contact:** Tod Salfrank, Assistant Chief Bureau of Local Projects, (785) 368-7396 [tod.salfrank@ks.gov](mailto:tod.salfrank@ks.gov)

More information: <http://www.ksdot.org/bureaus/burlocalproj/default.asp>

**Cost Share**

This program provides financial assistance to local entities for construction projects that improve safety, leverage state funds to increase total transportation investment, and help both rural and urban areas of the state improve the transportation system. Projects must address an important transportation need such as: promoting safety; improving access or mobility; improving condition or relieving congestion.

**How to apply:** Applications are considered two times a year. Local governments, often in partnership with a private business, may apply.

**Who to contact:** Michelle Needham Economic Development Programs Manager, (785) 296-1936 [Michelle.D.Needham@ks.gov](mailto:Michelle.D.Needham@ks.gov)

More information: <http://www.ksdot.org/CostShare/CostShareProgram.asp>

**Innovative  
Technology**

This program provides financial assistance to partners for innovative technology projects that improve safety, increase total technology investment and help both rural and urban areas of the state improve the transportation system. Projects that meet an important transportation need such as promoting safety, improving access or mobility, and advancing transportation technology. All transportation system projects are eligible, including roadway (on and off the state system), rail, aviation, Unmanned Aircraft Systems (UAS), alternative fuels, public safety data, bicycle/pedestrian and public transit.

**How to apply:** The Division of Innovative Technologies will issue an RFP at least once per state fiscal year. Projects will typically be administered by a local unit of government.

**Who to contact:** Matt Stormer, Assistant to the Director, Division of Innovative Technologies (785) 296-0937 [Matt.Stormer@ks.gov](mailto:Matt.Stormer@ks.gov)

**Transportation  
Alternatives**

This program provides funding for surface transportation projects and programs such as pedestrian/bicycle/non-motorized transportation facilities; infrastructure-related projects to provide safe routes for non-drivers; conversion of abandoned railway corridors to trails; Safe Routes to School – Construction and Non-Construction; historic reservation & rehabilitation of historic transportation facilities; scenic and environmental improvements. Projects must relate to surface transportation and fall into one of these four main categories: Pedestrian & Bicycle Facilities; Safe Routes to School (SRTS); Scenic & Environmental; Historic and Archeological Transportation

**How to apply:** Applications must be sponsored by and submitted through a local unit of government (city/county), however, any public entity, private, nonprofit, or civic organization may promote and assist with the project application and project. Application workshops are held, and applications are solicited every other year.

**Who to contact:** Jenny Kramer, Bicycle & Pedestrian Coordinator Bureau of Transportation Planning, (785) 296-5186 [Jenny.Kramer@ks.gov](mailto:Jenny.Kramer@ks.gov)

More information: <https://www.ksdot.org/bureaus/burtransplan/TransAlt.asp>





# WAMPO-REGION POPULATION TRENDS, 1900-2020

Population	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
Wichita	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
Derby	-	235	247	294	256	432	6,458	7,947	9,786	14,699	17,807	22,158	25,625
Andover	-	-	-	-	-	-	186	1,880	2,801	4,047	6,698	11,791	14,892
Haysville	-	-	-	-	-	-	5,836	6,483	8,006	8,364	8,502	10,826	11,262
Park City	-	-	-	-	-	-	2,687	2,529	3,778	5,050	5,814	7,297	8,333
Bel Aire	-	-	-	-	-	-	-	-	-	3,695	5,836	6,769	8,262
Valley Center	343	381	486	896	700	854	2,570	2,551	3,300	3,624	4,883	6,822	7,340
Mulvane	667	1,084	1,239	1,042	940	1,387	2,981	3,185	4,254	4,674	5,155	6,111	6,286
Maize	-	-	189	229	198	266	623	785	1,294	1,520	1,868	3,420	5,735
Goddard	225	225	255	255	248	274	533	955	1,427	1,804	2,037	4,344	5,084
Rose Hill	-	-	-	-	-	-	273	387	1,557	2,399	3,432	3,931	4,185
Clearwater	368	569	647	669	591	647	1,073	1,435	1,684	1,875	2,178	2,481	2,653
Kechi	-	-	-	-	-	-	245	229	288	517	1,038	1,909	2,217
Cheney	429	734	636	669	714	777	1,101	1,160	1,404	1,560	1,783	2,094	2,181
Colwich	225	258	262	260	284	339	703	879	935	1,091	1,229	1,327	1,455
Garden Plain	-	296	361	336	323	323	560	678	775	731	797	849	948
Andale	-	237	259	255	289	316	432	500	538	566	766	928	941
Mount Hope	327	519	513	466	442	473	539	665	791	805	830	813	806
Eastborough	-	-	-	-	312	708	1,001	1,141	854	896	826	773	756
Bentley	-	-	-	-	-	-	204	260	311	360	368	530	560
Sedgwick**	85	86	100	114	101	100	150	149	202	197	211	192	194
Viola	-	156	173	159	131	132	203	193	199	185	211	130	115
Sedgwick County*	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
Butler County*	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
Sumner County*	107	183	256	531	589	927	1,268	1,269	1,147	1,265	1,436	1,233	1,050
WAMPO Region	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

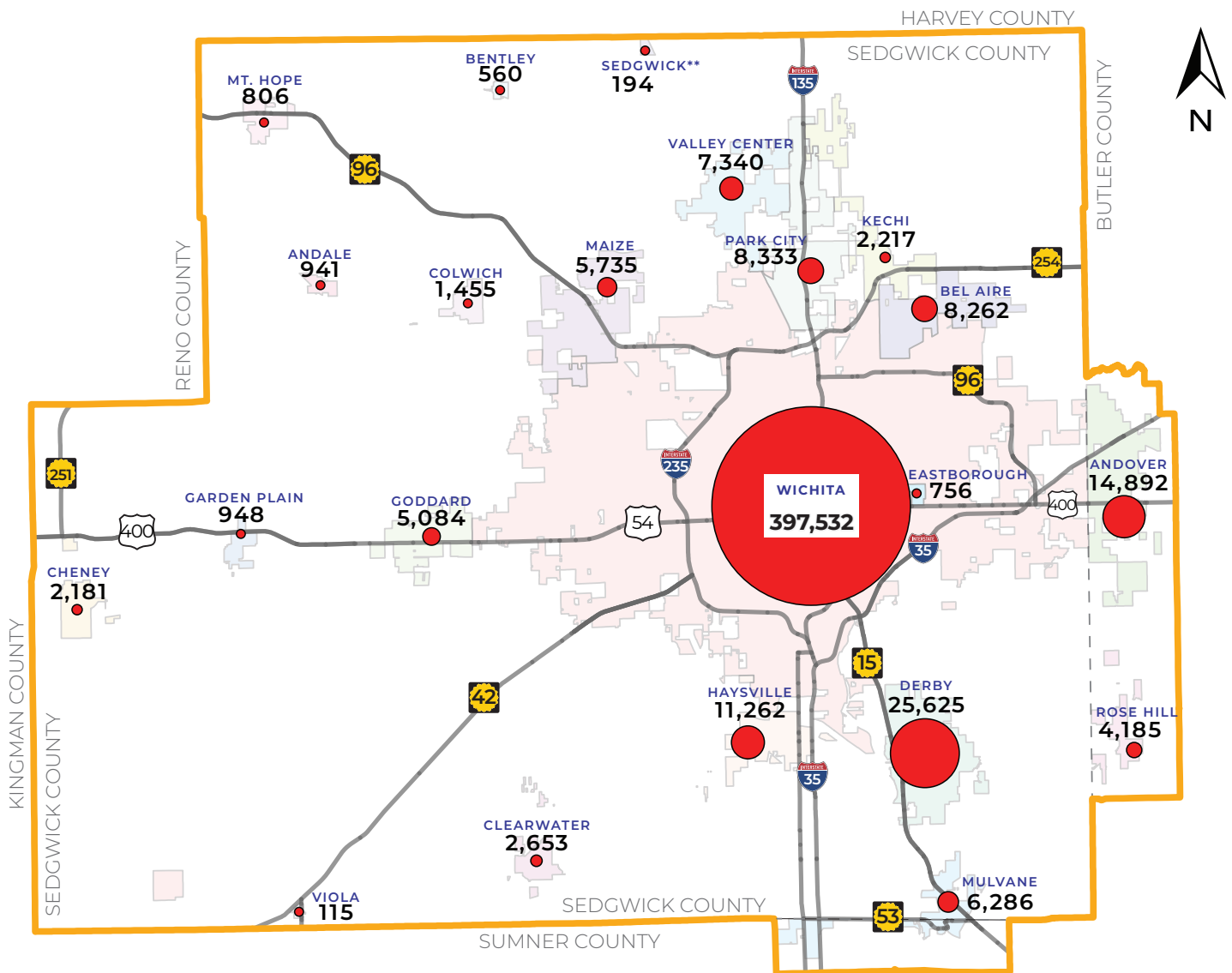
## Populations of Entire Counties

Population	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
Sedgwick County	44,037	73,095	92,234	136,330	143,311	222,290	343,231	350,694	366,531	403,662	452,869	498,365	523,824
Butler County	23,363	23,059	43,842	35,904	32,013	31,001	38,395	38,658	44,782	50,580	59,482	65,880	67,380
Sumner County	20,812	30,271	25,631	30,654	29,213	23,646	25,316	23,553	24,928	25,841	25,946	24,132	22,382

Source: 1900-2020 US Decennial Censuses



# WAMPO REGION 2020 POPULATION



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

**Unincorporated Population: 39,868**

\*\*Portion of population within WAMPO boundary



## WAMPO Transportation Acronym Glossary

Terms	Definition	Terms	Definition
<b>AACT</b>	Annual Average Daily Traffic	<b>MPO</b>	Metropolitan Planning Organization
<b>AASHTO</b>	American Association of State Highway and Transportation Officials	<b>MSA</b>	Metropolitan Statistical Area
<b>ADA</b>	Americans with Disabilities Act	<b>MTP</b>	Metropolitan Transportation Plan (same as LRTP)
<b>ALOP</b>	Annual List of Obligated Projects	<b>NAAQS</b>	National Ambient Air Quality Standards
<b>AMPO</b>	Association of Metropolitan Planning Organizations	<b>NEPA</b>	National Environmental Policy Act
<b>APA</b>	American Planning Association	<b>NHS</b>	National Highway System
<b>ASCE</b>	American Society of Civil Engineers	<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>ATC</b>	Active Transportation Committee	<b>PE</b>	Preliminary Engineering
<b>CMAQ</b>	Congestion Mitigation and Air Quality	<b>PM</b>	Performance Measure
<b>CMP</b>	Congestion Management Process	<b>PPP</b>	Public Participation Plan
<b>CPG</b>	Consolidated Planning Grant	<b>PSC</b>	Project Selection Committee
<b>CRRSAA</b>	Coronavirus Response and Relief Supplemental Appropriations Act	<b>REAP</b>	Regional Economic Area Partnership
<b>CUFC</b>	Critical Urban Freight Corridor	<b>RFP</b>	Request for Proposals
<b>DBE</b>	Disadvantaged Business Enterprise	<b>ROW</b>	Right of Way
<b>DOT</b>	Department of Transportation	<b>RPSP</b>	Regional Pathways System Plan
<b>EIS</b>	Environmental Impact Statement	<b>SCAC</b>	Sedgwick County Association of Cities
<b>EJ</b>	Environmental Justice	<b>SOV</b>	Single Occupancy Vehicle
<b>EPA</b>	Environmental Protection Agency	<b>SRTS</b>	Safe Routes to School
<b>FC</b>	Functional Classification	<b>STBG</b>	Surface Transportation Block Grant (previously Surface Transportation Program - "STP")
<b>FFY</b>	Federal Fiscal Year (October 01 - September 31)	<b>STIP</b>	Statewide Transportation Improvement Program
<b>FHWA</b>	Federal Highway Administration	<b>TA</b>	Transportation Alternatives
<b>FTA</b>	Federal Transit Administration	<b>TAB</b>	Transit Advisory Board
<b>GIS</b>	Geographic Information System	<b>TAC</b>	Technical Advisory Committee
<b>HIP</b>	Highway Infrastructure Program	<b>TAM</b>	Transit Asset Management
<b>HOV</b>	High Occupancy Vehicle	<b>TAZ</b>	Traffic Analysis Zone
<b>HSIP</b>	Highway Safety Improvement Program	<b>TDM</b>	Travel Demand Model
<b>IKE</b>	Kansas Eisenhower Legacy Program (KDOT Program)	<b>TIP</b>	Transportation Improvement Program
<b>ITE</b>	Institute of Transportation Engineers	<b>TMA</b>	Transportation Management Area
<b>ITS</b>	Intelligent Transportation System	<b>TPB</b>	Transportation Policy Body
<b>KDOT</b>	Kansas Department of Transportation	<b>TRB</b>	Transportation Research Board
<b>LEP</b>	Limited English Proficiency	<b>UAB</b>	Urbanized Area Boundary
<b>LOS</b>	Level of Service	<b>UPWP</b>	Unified Planning Work Program
<b>LRTP</b>	Long Range Transportation Plan (same as MTP)	<b>VMT</b>	Vehicle Miles Traveled
<b>MAPC</b>	Wichita-Sedgwick County Metropolitan Area Planning Commission	<b>WAMPO</b>	Wichita Area Metropolitan Planning Organization
<b>MAPD</b>	Wichita-Sedgwick County Metropolitan Area Planning Department	<b>WSCAAB</b>	Wichita-Sedgwick County Access Advisory Board
<b>MPA</b>	Metropolitan Planning Area		

2022 TPB Representatives and Contact Information			
VOTING MEMBERS & ALTERNATES	REPRESENTATIVES	REPRESENTATIVES	REPRESENTATIVES
City of Andover	*Troy Tabor, 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>	dwoydziak@bucoks.com	
City of Clearwater	*Burt Ussery, <b>TAC Chair</b> , alt. Justin Shore	bussery@clearwaterks.org	jshore@clearwaterks.org
City of Derby	*Jack Hezlep, alt. Dan Squires	jhezlep@gmail.com	dansquires@derbyweb.com
City of Goddard	Hunter Larkin, alt. Micah Scoggan	larkin@goddardks.gov	mscoggan@goddardks.gov
City of Haysville	Russ Kessler alt. William Black	rkessler@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	Ashley Velaquez, alt. Kamme Sroufe	avelazquez@kechiks.gov	ksroufe@kechiks.gov
City of Maize	Pat Stivers, alt. Richard LaMunyon	pstivers@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. Ben Saucedo	tjones@parkcityks.com	bsaucedo@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	tkaufman@sedgwick.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	Maggie Ballard, alt. Vacant	MBallard@wichita.gov	
City of Wichita	Michael Hoheisel, alt. Robert Layton	MHHoheisel@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 Transit Association	Eva Steinman, alt. Daniel Nguyen	eva.steinman@dot.gov	daniel.nguyen@dot.gov
KDOT	Matt Messina	Matthew.Messina@ks.gov	
KDOT	Allison Smith	allison.smith@ks.gov	
Sedgwick County - Public Works	Lynn Packer	Lynn.Packer@Sedgwick.Gov	
City of Wichita	Tia Raamot	traamot@wichita.gov	
WAMPO Representative	Chad Parasa	chad.parasa@wampo.org	
WAMPO Representative	Ashley Bryers	Ashley.Bryers@wampo.org	
WAMPO Representative	Nicholas Flanders	Nicholas.Flanders@wampo.org	
WAMPO Representative	Dora Gallo	Dora.Gallo@wampo.org	
WAMPO Representative	Emily Thon	emily.thon@wampo.org	
WAMPO Representative	Marcela Quintanilla	Marcela.Quintanilla@wampo.org	
WAMPO Representative	Alicia Hunter	alicia.hunter@wampo.org	
WAMPO Representative	Eldon Taskinen	eldon.taskinen@wampo.org	
WAMPO Representative	Cailyn Trevaskiss	cailyn.trevaskiss@wampo.org	

Quorum is 13 based on voting members

\*denotes Executive Committee Members

Rev. 06/30/2022

## 2022 WAMPO Meeting Schedules



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

Transportation Policy Body	Technical Advisory Committee
<i>3:00 pm (unless otherwise stated)</i>	<i>10:00 am (unless otherwise stated)</i>
No January Meeting	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	<b>No August Meeting</b>
September 13, 2022	September 26, 2022
October 11, 2022	October 24, 2022
November 8, 2022	November 28, 2022
December 13, 2022	<b>No December Meeting</b>