

Agreement among Johnson County, Kansas, the City of Overland Park, the
City of Mission, Kansas, and the City of Roeland Park, Kansas

For the Public Improvement of the Metcalf Avenue and Shawnee Mission
Parkway Transit Improvements

THIS AGREEMENT is made and entered into this ____ day of _____,
2010, among the Board of County Commissioners of Johnson County, Kansas (“Board”),
the City of Overland Park, Kansas (“Overland Park”), the City of Mission, Kansas
(“Mission”), and the City of Roeland Park, Kansas (“Roeland Park”).

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the
general public in making certain public transit improvements to create the Metcalf
Avenue and Shawnee Mission Parkway Transit Improvements Corridor TIGER Grant
(the “Project”); and

WHEREAS, the laws of the State of Kansas authorize the parties to this
Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter
into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-
2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the
Board through a Submitted Grant Agreement (Attachment 1) and a Memorandum of
Understanding between the Board and the Federal Transit Administration (“FTA”) (the
FTA Memorandum of Understanding); and

WHEREAS, the Governing Body of Johnson County, Kansas did approve and
authorize its chairman to execute this Agreement on the ____ of _____,
2010; and

WHEREAS, the Governing Body of Overland Park, Kansas, did approve and
authorize its mayor to execute this Agreement on the ____ of _____, 2010;
and

WHEREAS, the Governing Body of Mission, Kansas, did approve and authorize
its mayor to execute this Agreement on the ____ of _____, 2010; and

WHEREAS, the Governing Body of Roeland Park, Kansas, did approve and
authorize its mayor to execute this Agreement on the ____ of _____, 2010;
and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

- 1) **Purpose of Agreement.** The parties enter into this Agreement for the purpose of providing a coordinated and unified approach to the design, construction, funding, and implementation of the Project as described in Attachment 1 (“Submitted Grant Agreement”) and incorporated by reference.
- 2) **Estimated Cost and Funding of the Project**
 - a) The Board has secured an FTA TIGER grant (100% funding) that does not require matching funds from local sources. This Agreement is subject to the FTA requirements, and is contingent upon the receipt of such federal funds.
 - b) At the time of execution of this Agreement the projected costs associated with the Project are estimated at Ten Million Seven Hundred Fourteen Thousand and 00/100 Dollars (\$10,714,000.00) (“Project Costs”).
 - c) The Project Costs shall include:
 - i) Necessary costs and expenses of labor and material used in the construction of the Project; and
 - ii) Such other expenses which are necessary in making the Project, including costs incurred for design, engineering, project administration, right-of-way and easement acquisition, utility relocation, material testing, construction inspection and staking for the Project.
 - d) Any city that is a party to this agreement shall obtain approval from the Transportation Director of Johnson County, Kansas (“Transportation Director”) prior to any expenditure for which the respective city will be requesting reimbursement. Any city making an expenditure that is not approved as reimbursable by the Board under the terms of this Agreement shall bear the expense of said expenditure.
- 3) **Application of Federal Transit Administration Requirements.** This Agreement and activities pursuant to this Agreement are subject to the requirements of the FTA regulations and related agreements authorized by 49 USC 5301 *et seq.*, or other applicable federal legislation. This Agreement and any amendments or modifications are subject to the review and approval by the FTA. Contracts for all goods and services under this Agreement related to transit improvements implementation must meet FTA contracting requirements. The use of any federal funds through the FTA will require compliance with the FTA Master Agreement between the Board and the FTA to the lowest applicable tier of subcontractors. The FTA Master Agreement between the Board and the FTA is on file in the Johnson County Transit administrative offices and is incorporated herein by reference in its current form and as amended in the future. In the event of a

conflict between the FTA Master Agreement and this Agreement, the applicable term of FTA Master Agreement shall control. The current federal FTA contract provisions and certifications shall be attached as a rider to every third party architectural, engineering or construction contract entered into pursuant to this Agreement by each party that requires reimbursement from FTA funds.

- 4) **Obligations of each City.** Each city agrees to, and shall, within its respective jurisdiction take certain actions identified hereafter:
 - a) Make all infrastructure funded under this Agreement and to be owned by the city available for transit purposes for not less than the useful life of the improvements. Those improvements to be owned by each respective city or transferred to Johnson County Transit and their “Useful Life” is set out in Attachment 2, attached hereto and incorporated herein by reference;
 - b) Cooperate on the design and construction for all transit stations/stops, shelters, signals, pavement and streetscape improvements and related improvements to be located in the city;
 - c) Cooperate in the securing of all necessary resolutions, permits, adoption of ordinances and approvals as may be required by city codes and implementing regulations;
 - d) Establish traffic regulations, as may be required, to designate bus loading zones needed to implement the Project;
 - e) Cooperate in the acquisition of any real property, together with improvements thereon, located within the city corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation. Provided that acquisition by purchase is unsuccessful, each city shall acquire by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 *et seq.* and K.S.A. 26-501 *et seq.*, and any such acquisition shall comply with all federal and state law requirements;
 - f) Allow access to electrical power for transit stations through traffic signal controllers owned and maintained by the city for locations where the controller power is supplied by a metered system;
 - g) Attend project team meetings, as may be required, with the Transportation Director, FTA, and the FTA Project Management Oversight Coordinator;
 - h) Mission agrees to transfer Mission owned property, located at 5251 Johnson Drive, to the Board to be used for the East Gateway Transit Center.
- 5) **Obligations of the Board.** The Board agrees to take the certain actions identified hereafter:

- a) Review, by the Transportation Director or her designee, the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications;
 - b) Review Overland Park prepared, FTA funded, bid packages and professional service and construction contracts for compliance with FTA requirements and consistency with Metcalf Avenue and Shawnee Mission Parkway Transit Improvement plan, to ensure that the scope, schedule and budget is maintained, and provide written comments in a timely fashion;
 - c) Review all Transit Improvement contracts prior to execution to ensure consistency with the Project plan and compliance with the FTA approved requirements;
 - d) The Transportation Director shall review each statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, cause payment to be made to Overland Park within thirty (30) days after receipt of such payment request;
 - e) Provide to Overland Park current FTA requirements for all related expenditures to be reimbursed by FTA funding;
 - f) Provide ongoing grant management, coordination, submittal of grant amendments, and requests for draw downs from FTA.
- 6) **Administration of Project.** The Project shall be administered by Overland Park, acting by and through its designated representative who shall be the City public official designated as project administrator (“Project Administrator”). The Project Administrator shall assume and perform the following duties:
- a) Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project costs;
 - b) Ensure that FTA procurement, project management and contract requirements are met in any Overland Park contracts for the design, construction or implementation of Transit Improvements in accordance with FTA Contract Provisions and ensure all necessary FTA required environmental analyses and clearances are completed;
 - c) Manage the acquisition of any real property, together with improvements thereon, located within the corporate boundaries of Overland Park and assist other cities as appropriate with the acquisition of the property within their respective corporate boundaries; ;
 - d) Submit all Transit Improvement bid documents and contracts to the Transportation Director prior to publication and/or execution, together with a statement of estimated Project costs, to ensure consistency with the Project plan and compliance with the FTA approved requirements. Provide assistance to the

Transportation Director for reviews and recommendations by the Johnson County Transportation Council, and approvals by the Board, as directed by the Transportation Director;

- e) If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of Overland Park. In the solicitation of bids, the appropriate combination of best bids shall be determined by Overland Park;
- f) Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project;
- g) Require that contractors provide required documentation for Transit Improvements work to be reimbursed by the Board; documentation shall include but not be limited to certified payment applications identifying Transit Improvement work, lien waivers, payroll records (including Davis Bacon requirements) and certifications;
- h) Submit invoices and other documentation (including but not limited to submittals identified in FTA Contract Provisions and Davis-Bacon oversight requirements) to the Transportation Director for review and approval on all Overland Park procurements and services for which reimbursement will be requested from the Board;
- i) Coordinate invoices and other documentation from any cities party to this agreement. Submit to the Transportation Director for review and approval all procurements and services on Project items for which reimbursement will be requested from the Board;
- j) Assist with documentation required for submittal of quarterly progress reports to FTA;
- k) Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project. The final accounting of Project Costs shall be submitted by the Project Administrator no later than ninety (90) days following the completion of the Project construction;
- l) The City of Overland Park shall, and hereby agree to, insert as a special provision of its contract with any general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas; the City of Mission, Kansas; the City of Roeland Park, Kansas; and the City of Overland Park, Kansas harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Contractor,

his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas, the City of Mission, Kansas, and the City of Roeland Park, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

7) **Duration and Termination of Agreement**

a) The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as otherwise provided for herein. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. Overland Park shall provide a copy of the Project Administrator's certification to the Transportation Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

b) It is understood and agreed that the Transportation Director shall review the status of the Project quarterly following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by Overland Park. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Transportation Director that satisfactory progress is not being made on the Project. Should the Board exercise its option as provided herein, it shall send written notice of the same to Overland Park and the Board shall have no further liability or obligation under this Agreement.

8) **Notices.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

Board of County Commissioners:

Transportation Director
Johnson County Transit
1701 West 56 Highway
Olathe, Kansas 66061

Overland Park: Director of Public Works
Overland Park City Hall
8500 Santa Fe
Overland Park, KS 66212

Mission: City Manager
Mission City Hall
6090 Woodson
Mission, KS 66202

Roeland Park: City Administrator
Roeland Park City Hall
4600 W. 51st Street
Roeland Park, KS 66205

- 9) **Placing Agreement in Force.** The attorney for each City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

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

**Board of County Commissioners of
Johnson County, Kansas**

By: _____
Annabeth Surbaugh, Chairman

ATTEST:

Casey Joe Carl
Clerk of the Board

Approved as to form:

Robert A. Ford
Assistant County Counselor

City of Overland Park

By: _____
Carl Gerlach, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy Owens
Senior Assistant City Attorney

City of Mission

By: _____
Laura McConwell, Mayor

ATTEST:

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

City Attorney

City of Roeland Park

By: _____
Adrienne Foster, Mayor

ATTEST:

Debra L. Mootz
City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge
City Attorney

ATTACHMENT 1

Submitted Grant Agreement

View Print

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DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	5400
Recipient Name:	JOHNSON COUNTY TRANSIT
Project ID:	KS-78-0001
Budget Number:	1 - Budget Pending Approval
Project Information:	Metcalf/Shawnee Mission Pkwy

Part 1: Recipient Information

Project Number:	KS-78-0001
Recipient ID:	5400
Recipient Name:	JOHNSON COUNTY TRANSIT
Address:	1701 W. 56 Highway , OLATHE, KS 66061 0001
Telephone:	(913) 782-2210
Facsimile:	(913) 715-2475

Union Information

Recipient ID:	5400
Union Name:	AMALGAMATED TRANSIT UNION #1287
Address 1:	6301 Rockhill Rd. Suite 401
Address 2:	
City:	Kansas City, Mo 64131 0000
Contact Name:	William Wilson
Telephone:	(816) 361-8400
Facsimile:	(816) 361-8497
E-mail:	wwilson1287@sbcglobal.net
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$10,714,000
Project Number:	KS-78-0001	Adjustment Amt:	\$0
Project Description:	Metcalf/Shawnee Mission Pkwy	Total Eligible Cost:	\$10,714,000

Recipient Type:	County Agency	Total FTA Amt:	\$10,714,000
FTA Project Mgr:	Shannon Graves	Total State Amt:	\$0
Recipient Contact:	Margaret Brown	Total Local Amt:	\$0
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20932	Special Condition:	None Specified
Sec. of Statute:	78-OST	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Jan. 01, 2010 - Dec. 31, 2013	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Mar. 01, 2010		
Program Page:	975000		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
200000	KANSAS

Congressional Districts

State ID	District Code	District Official
20	3	Dennis Moore
29	5	Emanuel Cleaver

Project Details

This grant will use \$10,714,000 of FY 2010 Transportation Investment Generating Economic Recovery (TIGER) funds for transit infrastructure improvements along the Metcalf and Shawnee Mission Parkway corridors located in Johnson County, Kansas.

Project Location: The corridor runs from the Rosana Square park-and-ride located at 119th Street and Metcalf Avenue, then the alignment proceeds North on Metcalf Avenue to Martway Street, and then proceeds East generally on Martway Street, Johnson Drive, and Shawnee Mission Parkway respectively into Kansas City, Mo., then following various streets East to Troost Avenue.

General Project Description: A bus rapid corridor with 9 station pairs/(18 bus stops), two park-and ride locations at Rosana Square (West of Metcalf at 119th St.) and Metcalf South Mall (East of MetalfMetcalf at 97th St.), the East Gateway Transit Center (located between Nall and Roe and Johnson Drive and Martway at 5251 Johnson Drive), traffic signal prioritization at 36 signals along the route, and 3 miles of pedestrian crossings and corridor improvements along Metcalf Avenue from 87th Street to College Boulevard and consisting of sidewalks, crosswalks, bike-hike trails and landscaping and approximately 1,200 linear feet of sidewalk, and crosswalk and landscaping along Broadmoor and Martway.

https://fteamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID=PRODUCTION_... 6/16/2010

The overall project includes the following components, all of which were identified in the Metcalf Avenue and Shawnee Mission Parkway Transit Planning Study.

1) Rosana Square Park-and-Ride

The Rosana Square park-and-ride is a facility currently being used as a park-and-ride for existing commuter transit service, and is located west of 119th Street and Metcalf Avenue in Overland Park, Kansas. An enhanced park-and-ride will serve as a terminus point for both the enhanced transit service and complimentary express bus service. Currently the park-and-ride lacks any passenger amenities, route or schedule information, or significant signage to indicate that this location is a Johnson County Transit (JCT) park-and-ride facility. Additional investments in the park-and-ride lot would include monument signage, kiosks with route and schedule information, and digital displays of real-time signage information indicating the next-bus arrival time. A schematic of the proposed improvements is attached.

2) Metcalf South Mall Park-and-Ride

The Metcalf South Mall park-and-ride is a facility currently being used as a park-and-ride for existing commuter and local transit service at 97th Street and Metcalf Avenue. An enhanced park-and-ride will be used for the enhanced transit service (later BRT service) and complimentary express bus service, as well as supporting existing transit services. Currently the park-and-ride lacks any passenger amenities, route or schedule information, or significant signage to indicate that this location is a Johnson County Transit (JCT) park-and-ride facility. Additional investments in the park-and-ride lot would include monument signage, a station shelter with kiosks including route and schedule information, and digital displays of real-time signage information indicating the next-bus arrival time. A schematic of the proposed improvement and a map is attached.

3) East Gateway Transit Center

The East Gateway Transit Center located at 5251 Johnson Drive in Mission, Kansas is a site owned by the City of Mission, Kansas, and is designated as a transit center in the City of Mission's Eastern Gateway Streetscape Plan. The site is adjacent to Mission's downtown area, and is sited to support existing transit service as well as planned enhanced service, and future local bus service. A schematic of the proposed improvement and a map is attached.

4) Transit Signal Priority System

A traffic-signal-priority system will be implemented in the entire corridor from the County Club Plaza, through downtown Overland Park, to Rosana Square. This system will allow transit vehicles greater ability to adhere to schedules by either extending green signals or shortening red signals when transit vehicles are behind schedule. Advanced intersection signal equipment is already being used throughout this corridor allowing a relatively low-cost transit-signal-priority installation for service reliability and improvements.

Enhanced Transit Stations

Nine (9) station pairs (18 stations) will be constructed in the Metcalf Avenue and Shawnee Mission Parkway corridor. The transit stations will be similar to existing BRT transit stations in the Main Street corridor within Kansas City, Missouri, with high-quality finishes, enhanced lighting, unique branding to distinguish enhanced service from local service and real-time, next-bus arrival information. In addition to being a major component of the planned enhanced system, the transit stations will support existing transit service. A schematic of each of the proposed stations and potential contingency stations is attached.

5) Pedestrian Crossings and Corridor

The pedestrian crossing and corridor improvements will be located along a three mile section of Metcalf Avenue from College Boulevard to 87th Street in the City of Overland Park, Kansas. This busy urban arterial has poor pedestrian connectivity and offers few amenities to promote alternative transportation methods. The proposed corridor will connect 3 of the enhanced stations with pedestrian friendly amenities such as sidewalks crosswalks, bike-hike trails, and landscaping. It will enhance pedestrian mobility, improve public safety, and provide better access to transit facilities, jobs, and services. In addition, pedestrian access to the enhanced transit station at Broadmoor & Martway in the City of Mission will be added and/or enhanced through the construction or rehabilitation of surrounding sidewalks. A schematic of the proposed improvement and a map is attached.

All of the proposed projects are supported by adopted local comprehensive plans and the Kansas City region's long-range transportation plan.

The TIGER project is included in the 2010-14 Transportation Improvement Program , Project #975000.

Useful life of improvements:

Bus Shelters - 7 years

Park and Ride Lots - 10 years

Overhead canopy structure at the Johnson Drive Transit Center - 20 years

Environmental - Projects included in this grant application are considered either a categorical exclusion or documented categorical exclusion as noted in the environmental section of the application. The appropriate documentation is attached to the TEAM

application in the environmental section.

MAPS of the proposed project locations are also attached to this application.

Real Estate Acquisition

The real estate for the Mission Transit Center is currently owned by the City of Mission. The City of Mission plans to transfer the property to Johnson County Transit who will be the owner of the property. There are no federal funds involved in this property acquisition.

JCT and the cities of Overland Park and Mission are in the process of preparing interlocal agreements that will address any right of ways that will be needed for park-n-rides or transit centers identified in the project budget. If any real estate is acquired, JCT and our city partners will follow the Uniform Relocation and Real Estate Acquisition Policies Act and notify FTA accordingly. All properties that are acquired with funds from this grant will be supported with an appraisal and review appraisal that will be submitted to FTA for review and attached to the TEAM grant application.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$9,843,637.00	\$9,843,637.00
ACTIVITY			
11.31.02 ENG/DESIGN - BUS STATION	0	\$889,967.00	\$889,967.00
11.33.01 CONSTRUCT - BUS TRANSIT STATIONS	0	\$4,649,345.00	\$4,649,345.00
11.33.02 CONSTRUCT - TRANSIT STOPS AND PEDESTRIAN CONNECTIONS	0	\$4,250,325.00	\$4,250,325.00
11.73.00 CONSTRUCTION/DESIGN CONTINGENCY	0	\$54,000.00	\$54,000.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$870,363.00	\$870,363.00
ACTIVITY			
11.71.03 PROJECT/ CONSTRUCTION MANAGEMENT AND OVERSIGHT(3.5%)	0	\$452,738.00	\$452,738.00
11.75.91 REAL ESTATE ACQUISITION	0	\$241,908.00	\$241,908.00
11.79.00 PROJECT /GRANT	0	\$90,437.00	\$90,437.00

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ADMINISTRATION			
11.80.00 LEGAL WORK AND AGREEMENTS	0	\$85,280.00	\$85,280.00
Estimated Total Eligible Cost:			\$10,714,000.00
Federal Share:			\$10,714,000.00
Local Share:			\$0.00

OTHER (Scopes and Activities not included in Project Budget Totals)**None****No Amendment Funding Source information is available for the selected project****Alternative Fuel Codes****Extended Budget Descriptions**

113-00	BUS - STATION/STOPS/TERMINALS	0	\$9,843,637.00	\$9,843,637.00
<p>The real estate for the Mission Transit Center is currently owned by the City of Mission. The City of Mission plans to transfer the property to Johnson County Transit who will be the owner of the property. There are no federal funds involved in this property acquisition.</p> <p>JCT and the cities of Overland Park and Mission are in the process of preparing interlocal agreements that will address any right of ways that will be needed for park-n-rides or transit centers identified in the project budget. If any real estate is acquired, JCT and our city partners will follow the Uniform Relocation and Real Estate Acquisition Policies Act and notify FTA accordingly. All properties that are acquired with funds from this grant will be supported with an appraisal and review appraisal that will be submitted to FTA for review and attached to the TEAM grant application.</p>				
11.33.01	CONSTRUCT - BUS TRANSIT STATIONS	0	\$4,649,345.00	\$4,649,345.00
<p>June 15, 2010 Update: Mission Transit Center - \$1,430,867 Metcalf Pedestrian Improvements - \$2,775,178 Traffic Signal Priority-\$443,300</p> <p>The transit centers/park and ride stations include bus shelters with a useful life of 7 years and park and ride surface lots with a useful life of 10 years.</p> <p>The real estate for the Mission Transit Center is currently owned by the City of Mission. The City of Mission plans to transfer the property to Johnson County Transit who will be the owner of the property. There are no federal funds involved in this property acquisition.</p> <p>JCT and the cities of Overland Park and Mission are in the process of preparing interlocal agreements that will address any right of ways that will be needed for park-n-rides or transit centers identified in the project budget. If any real estate is acquired, JCT and our city partners will follow the Uniform Relocation and Real Estate Acquisition Policies Act and notify FTA accordingly. All properties that are acquired with funds from this grant will be supported with an appraisal and review appraisal that will be submitted to FTA for review and attached to the TEAM grant application.</p>				

11.73.00 CONSTRUCTION/DESIGN CONTINGENCY 0 \$54,000 \$54,000

	Milestone Description	Est. Comp. Date
1.	Start Date	Sep. 30, 2010
2.	Finish Date	Apr. 30, 2013
3.	Project Complete	Apr. 30, 2013

11.71.03 PROJECT/ CONSTRUCTION MANAGEMENT AND OVERSIGHT(3.5%) 0 \$452,738 \$452,738

	Milestone Description	Est. Comp. Date
1.	Start Date	May. 17, 2010
2.	Finish Date	Apr. 30, 2013
3.	Project Complete	Apr. 30, 2013

11.75.91 REAL ESTATE ACQUISITION 0 \$241,908 \$241,908

	Milestone Description	Est. Comp. Date
1.	RFP Issued	Dec. 30, 2010
2.	Contract Award	Feb. 28, 2011
3.	Contract Complete	Aug. 30, 2011

11.79.00 PROJECT /GRANT ADMINISTRATION 0 \$90,437 \$90,437

	Milestone Description	Est. Comp. Date
1.	Start Date	May. 17, 2010
2.	Finish Date	Apr. 30, 2013
3.	Project Complete	Apr. 30, 2013

11.80.00 LEGAL WORK AND AGREEMENTS 0 \$85,280 \$85,280

	Milestone Description	Est. Comp. Date
1.	Start Date	May. 17, 2010
2.	Finish Date	Apr. 30, 2013
3.	Project Complete	Jun. 30, 2013

Part 5. Environmental Findings

117103 PROJECT/ CONSTRUCTION MANAGEMENT AND OVERSIGHT(3.5%)	0	\$452,738	\$452,738
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Finding No. 1 - Class II(c)**C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

117591 REAL ESTATE ACQUISITION	0	\$241,908	\$241,908
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Finding No. 1 - Class II(d)**D13 - Other**

Other

Finding Details: Real Estate Acquisition

117900 PROJECT /GRANT ADMINISTRATION	0	\$90,437	\$90,437
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Finding No. 1 - Class II(c)**C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

113102 ENG/DESIGN - BUS STATION	0	\$889,967	\$889,967
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Finding No. 1 - Class II(c)**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

113301 CONSTRUCT - BUS TRANSIT STATIONS	0	\$4,649,345	\$4,649,345
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Finding No. 1 - Class II(d)**D04 - Transportation parking facilities**

Transportation corridor fringe parking facilities.

D10 - Construction of bus transfer facilities

Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.

113302 CONSTRUCT - TRANSIT STOPS AND PEDESTRIAN CONNECTIONS	0	\$4,250,325	\$4,250,325
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Finding No. 1 - Class II(d)**D04 - Transportation parking facilities**

Transportation corridor fringe parking facilities.

118000 LEGAL WORK AND AGREEMENTS	0	\$85,280	\$85,280
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Finding No. 1 - Class II(c)**C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

Finding Details: Legal/Work and Agreements

Part 6: Fleet Status

No information found.

Part 7: FTA Comments**Part 8: Results of Reviews**

The reviewer did not find any errors

KS-78-0001 Quarterly Narrative Report

Jan. 01, 2010 through Mar. 31, 2010
As Of Jun. 16, 2010

(DRAFT)

No MS/P Report, No FFR

Part 1: Recipient Information

Project Number:	KS-78-0001
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https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID=PRODUCTION_... 6/16/2010

Recipient ID:	5400
Recipient Name:	JOHNSON COUNTY TRANSIT
Address:	1701 W. 56 Highway , OLATHE, KS 66061 0001
Telephone:	(913) 782-2210
Facsimile:	(913) 715-2475

Part 2: Project Information

Project No:	KS-78-0001
Brief Desc:	Metcalf/Shawnee Mission Pkwy
FTA Project Mgr:	Shannon Graves
Start/End Date:	Jan. 01, 2010 - Dec. 31, 2013
Gross Project Cost:	\$10,714,000
Adjustment Amt:	\$0
Total Eligible Cost:	\$10,714,000
Total FTA Amt:	\$10,714,000
Total State Amt:	\$0
Total Local Amt:	\$0
Other Federal Amt:	\$0

Part 3: Federal Financial Report

No FFR

Part 4. Milestone/Progress Report

		Quantity	FTA Amount	Elig. Proj. Cost
11.71.03	PROJECT/ CONSTRUCTION MANAGEMENT AND OVERSIGHT(3.5%)	0	\$452,738	\$452,738

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	Start Date	5/17/2010	5/17/2010	1		
2.	Finish Date	4/30/2013	4/30/2013	1		
3.	Project Complete	4/30/2013	4/30/2013	1		

		Quantity	FTA Amount	Elig. Proj. Cost
11.75.91	REAL ESTATE ACQUISITION	0	\$241,908	\$241,908

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code

ATTACHMENT 2

USEFUL LIFE

Transit Component	Projected Useful Life (For FTA Purposes)	Ownership
Traffic Signals (Mast Arms, Signal Heads, Etc.)	20	City
Signal Controllers	12	City
Traffic Signal Communication Conduit, Cable & Wireless Equipment	15	City
Traffic Signal Priority Equipment on Signals: Detectors, Phase Selectors, Auxiliary Panels, Terminal Servers	5	Johnson County
Pavement Resurfacing, Striping, City Owned Inlets, Manholes & Other Street Improvements	5	City
Sidewalk, Curb, ADA & Streetscape Improvements	15	City
Transit Station Platforms, Park & Rides, Transit Centers, Shelters & Markers, Planters	7-Shelters, 10-Park & Rides	Johnson County