

ADDENDUM NO. 1

REP# F24-7013-39C

KCATA ROUTE SERVICES RESTORATION STUDY

**Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, Missouri 64108**

Issue Date: June 6, 2024

This Addendum is hereby made a part of the Request for Proposals and Project Documents to the same extent as if it was originally included therein and is intended to change and/or interpret the RFP documents by additions, deletions, clarifications, or corrections. The Contractor shall acknowledge in the proposal the receipt of this Addendum.

PROPOSAL DUE DATE AND TIME

Delete the originally published due date for the Proposal and **replace with June 19, 2024, by 12 noon** Kansas City, Missouri local time.

REQUESTS FOR CLARIFICATIONS

1. The RFP states on page 9 that "Firms shall send one (1) unbound original of the full proposal documents via USPS, courier, or hand delivery..." Can you please confirm if we may binder clip that submittal to keep the pages in order, or do you prefer fully loose, unbound pages?

Answer: KCATA will accept your proposal with a binder clip. The request for unbound pages is so that when necessary to scan, time is not spent removing spiral combs, heavy staples, etc.

2. For Attachment D (Price Proposal), we will have two subconsultants on the team. Should their labor costs be rolled up to one line-item entry per subconsultant firm, or would you like them to also be broken out by staff name/position?

Answer: KCATA expects that all members of the proposed team, including subconsultants, be listed by position and rate.

3. We would like to ask if KCATA could provide a copy of KCATA's Bus Stop Service Guidelines for us to review?

Answer: The Bus Stop Guidelines document is included with this Addendum.

ADDENDUM NO. 1

REP# F24-7013-39C

KCATA ROUTE SERVICES RESTORATION STUDY

**Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, Missouri 64108**

Proposers shall return this **RECEIPT OF ADDENDA** form when submitting their bid. The form shall be signed and dated by an authorized representative of the firm. Failure to submit this form may deem the Bidder non-responsive.

We hereby acknowledge that the Addendum noted below has been received.

Addendum #1 Dated _____ Date Received _____

Company Name _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____

Printed Name _____

Telephone _____

Email _____



KANSAS CITY AREA TRANSPORTATION AUTHORITY

KCATA BUS STOP GUIDELINES

July 2015



APPROVAL

Reviewed by:

Chuck Ferguson
Chief Planning Officer

Date

Dick Jarrold
VP – Regional Planning & Dev

Date

Sam Desue
Chief Operating Officer

Date

Approved by:

Joe Reardon
Chief Executive Officer

Date



© 2015 Kansas City Area Transportation Authority
1200 E. 18th Street, Kansas City, MO 64108

Table of Contents

1 Introduction and Purpose..... 1

2 Bus Stop Design Principles and Elements2

Design Principles2

Accessibility Guidance4

3 Bus Stop Amenities by Type8

Lighting..... 10

Trash cans and recycling bins 11

Benches 12

Shelters 14

Passenger Information..... 16

Bicycle Racks 19

Public Art and Landscaping..... 20

4 Amenity Provision Standards by Service Type21

Max and Connex Service.....21

Local Service.....22

Commuter Service.....22

MetroCenters24

Park and Ride Facilities25

5 Bus Stop Maintenance26

Appendix A MAX Layout Plans28

Appendix B Connex Layout Plans32

Appendix C Local Layout Plan36

Appendix D ADA Compliance Checklist.....38

Appendix E Bus Stop Improvement Request Process.....45

Sample Memorandum of Agreement.....47

Appendix F Adopt-A-Stop Program.....50

Appendix G Sample Park and Ride Agreement.....52

Acknowledgements60

Table of Figures

	Page
Figure 1: Waiting Areas and Platforms.....	9
Figure 2: Lighting.....	10
Figure 3: Trash Cans and Recycling Bins.....	11
Figure 4: Benches.....	12
Figure 5: Shelters.....	14
Figure 6: Passenger Information.....	16
Figure 7: Bike Racks.....	19
Figure 8: Public Art.....	20
Figure 9: Recommended Stop Spacing.....	21
Figure 10: Amenity Placement Standards.....	22
Figure 11: Amenity Removal Standards.....	23

1 INTRODUCTION AND PURPOSE

Waiting for the bus is a significant part of nearly every bus riders transit experience, and if bus stops provide a comfortable waiting environment, people traveling to and from that area will be more likely to use transit. Research shows that “the quality of the customer experience while waiting for transit vehicles is a crucial determinant of both overall satisfaction and general community attitudes towards transit,” and that “the cost of better amenities is often more than offset by increased ridership.”

Different stops serve different purposes and passenger volumes. It is accepted that the most important stops need to be well-designed, attractive, comfortable, and convenient; however, other stops receive less attention and resources, resulting in stops that are often located in inconvenient locations and/or provide fewer amenities than may be warranted.

That Kansas City Area Transportation Authority (KCATA) operates bus service in various communities and environments throughout the Kansas City region, ranging from lifeline service in suburban areas to high-frequency service within downtown and the urban core. Service types include: MAX Bus Rapid Transit (BRT), enhanced-corridor Connex, local fixed-route, peak-hour commuter, and on-demand Metroflex. While each type of services comes with unique challenges, it is imperative that KCATA provide service in a manner that complies with Americans with Disability Act standards, and its riders as a whole with respect, by providing reasonable accommodation at its stops based on service level and passenger activity.

KCATA owns and maintains various passenger amenities, placed throughout its system with the intent of providing riders the best possible transit experience. The Bus Stop Design Guidelines provide an overview of existing amenities, solid design principals and requirements, ADA compliance standards, and a recommended plan for bus stops and amenity placement by service type and passenger activity. These guidelines should be used to inform stop design and provision of amenities, and should serve as a basis of design for municipality and third-party property owner amenities at KCATA stops.

This is a living document that should be reviewed and updated periodically, particularly in response to major service changes.

2 BUS STOP DESIGN PRINCIPLES AND ELEMENTS

DESIGN PRINCIPLES

A review of comparable transit agencies' goals and policies provide guiding principles for bus stop design for KCATA:

- Waiting for the bus should be a comfortable, safe experience.
- Bus stops must be easily identified.
- Waiting for the bus should be a predictable experience.
- Waiting for the bus should be a convenient part of everyday life.
- Amenities should be provided at stops serving the greatest number of potential riders.

Based on these guiding principles, a set of more specific design principles are suggested below. Design principles are context-sensitive goals to strive toward, not steadfast rules and requirements.

Bus Stops Should be Placed in a Comfortable and Safely Location

First and foremost, KCATA should aim to place bus stops in places where passengers will feel comfortable waiting (e.g., near shops, schools, employment centers). Stop should be placed in areas that are relatively safe and attractive (e.g., along sidewalk, and/or crosswalk to provide connection along cross street).

Additionally, stops should be in well-lit areas that provide adequate space for waiting riders to sit or stand out of the way of pedestrian flow and street traffic. Ideally, high-traffic stops should also provide shelter—either through the installation of a bus shelter or through the use of existing buildings or awnings.

Bus Stops Should be Visible and Easily Identifiable

KCATA should aim to place stops where passengers can easily identify them and drivers can easily see waiting passengers. Stops should also present KCATA's brand identity and a strong image that they are a part of transit infrastructure, not merely the designated place to wait. The rider should feel familiar with the elements present at each transit stop, even if the exact amenities differ somewhat from stop to stop.

Bus Stops Should Provide Information on Available Services

Transit riders need certain basic information: can I get to my destination from this stop, does my route run at this time of day, and when will it arrive? By instilling its riders with confidence they can get to their destination and when, KCATA increases the likelihood of retaining existing and attracting new riders. Passenger information should be easy to understand and provided in greater detail at higher activity stops.

Bus Stops Should Have Good Pedestrian Access

KCATA should aim to place stops at locations that provide good pedestrian access to the surrounding area, including well-defined and contiguous pathways to and from the stop and minimize street crossings. KCATA should be proactive in its collaboration with municipalities and developers to ensure new developments maintain existing or provide new pedestrian pathways to and from nearby stops.

Bus Stops Should be Well Integrated with their Surroundings

KCATA should strive to ensure bus stops are well-integrated into their surroundings. When new developments are constructed, the stops should be designed as part of the overall project, rather than placed afterward. Similarly, when roads and/or sidewalks are reconstructed, bus stops should be developed as part of the overall design.

Also, some commercial activities, such as convenience stores, coffee shops, and other retail shops, provide services that transit riders frequently use for the mutual benefit of transit users and the establishments. Other types of businesses, for example, problem bars, may be less compatible with transit use. Where different types of activities exist, stops should be located close to compatible uses and away from incompatible uses.

Bus Stops Should Provide Amenities to Make the Wait Comfortable

The provision of amenities at stops can make waits much more convenient and comfortable. As described in detail in the next section, a wide range of amenities can be provided.

Bus Stops Should Comply with ADA Requirements and Recognize Universal Design Standards

Bus stops should be accessible and incorporate three primary elements into the siting and design of the stop: barrier-free design, urban wayfinding, and safety and warning.

Barrier-free design means bus stops are designed so a person with a disability can proceed unimpeded to the sidewalk or an accessible building served by the transit stop. The basic principles of barrier-free design include:

- Planning outdoor elements to minimize obstacles and eliminate travel hazards such as support cables for utility poles and low signage protruding into the travel path.
- Positioning newspaper boxes and other street furniture close to the edge of a travel path, out of the main flow of pedestrian traffic and the bus landing pad.
- Avoiding grade-level changes in sidewalk and platforms wherever possible.
- Providing slip-resistant finishes, good grip and sure footing to ensure surfaces are safe.
- Supplying seating adjacent to pathway routes.

Urban wayfinding is the process of movement from one predetermined destination to another inside of a defined district or neighborhood. The basic principles of orientation and wayfinding are:

- Providing consistency and uniformity of elements and layout.
- Using color contrast, sound, light and shade to accentuate travel paths between shelter, sidewalk and bus boarding platform.
- Illuminating walkways, hazards and waiting areas for orientation and security purposes.
- Providing logical, unbroken travel paths from sidewalk to bus boarding platform.
- Simplifying orientation by using right angles for design elements and layout.
- Providing tactile as well as visual cues and landmarks within designs (e.g., sidewalks with grass shoulders; benches; planters located adjacent to but not within path of travel ;)

Safety and warning is a very important element in the design of bus stops as with in other aspects of roadway design and bus operations. The basic principles of safety and warning are:

- Providing a bus stop with good ergonomics and effective wayfinding.
- Ensuring good lighting and visibility from surrounding land uses.
- Placing street furniture such as benches, newspaper vending boxes, and planters to create barriers from hazards.
- Highlighting the existence of hazards by distinctive markings, signs and higher light levels where inadvertent exposure to hazards cannot be blocked.

ACCESSIBILITY GUIDANCE

Accessibility requirements come from multiple overlapping sources including general guidelines and specific guidance when introducing or altering bus stops. Several national sources authoritatively dictate the rules and standards on accessibility; however, there is little direct, clear guidance on the requirements, with many open to interpretation.

Guidance

The **ADA Accessibility Guidelines for Transportation Facilities (ADAAG)** is the primary source for federal guidance on accessibility issues, and the United States Department of Transportation (USDOT) has adopted ADAAG as the standard for ADA compliance.¹ ADAAG requires that "bus boarding and alighting areas" be "connected to streets, sidewalks, or pedestrian paths by an accessible route" (ADAAG 810.2.3).

¹ ADA Accessibility Guidelines for Transportation Facilities (ADAAG), Section 810; <http://www.access-board.gov/ada-aba/adaag.cfm>.

USDOT's Federal Transit Administration (FTA) also provides accessibility standards, which are the interpretation of the ADAAG standards, more specific for transportation facilities.² USDOT requirements only apply to facilities and systems that are subject to the USDOT ADA regulations.

General minimum ADAAG requirements include:

- Section 810.2.1: "**Surface.** Bus stop boarding and alighting areas shall have a firm, stable surface."
- Section 810.2.2: "**Dimensions.** Bus stop boarding and alighting areas shall provide a clear length of 96 inches [8 feet] minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches [5 feet], measured parallel to the vehicle roadway."
- Section 810.2.3: "**Connection.** Bus boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complying with 402."
- Section 810.2.4: "**Slope.** Parallel to the roadway, the slope of a bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48 [~2%]."
- Section 810.3: "**Bus Shelters.** Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2."
- Section 810.4: "**Bus Signs.** Bus route identification signs shall comply with 703.5.1 through 703.5.4, and 703.5.7 and 703.5.8. In addition, to the maximum extent practicable, bus route identification signs shall comply with 703.5.5." The standards include finish, contrast, and legibility standards.

Another source for accessibility guidance is **Universal Design**, which are guidelines intended to create environments usable by all people, including those with disabilities. Universal design provides a higher level of access for people with disabilities, and many municipalities strive to meet these accommodations³. Universal design guidelines include:

1. Bus stop areas should be clear of all obstacles; street furniture should maintain a maximum clear width of 48 inches and clear headroom of 80 inches from the pedestrian pathway to the stop.
2. Adjacent sidewalk should be wide enough to accommodate expected levels of pedestrian activity and for two wheelchair users to pass each other traveling in opposite directions.

² USDOT Final Rule Adopting New Accessibility Standards (2006) http://www.fta.dot.gov/12325_5936.html, Rules and Regulations (2011) <http://www.gpo.gov/fdsys/pkg/FR-2011-09-19/html/2011-23576.htm>

³ Universal Design Education: <http://udeducation.org/>.

3. Door clearances for front and rear bus doors should be kept clear of trees, poles, hydrants, etc.

Application

KCATA is adopting design standards and guidelines for its bus stops, including developing accessibility requirements by adapting and defining ADAAG further. It would be impractical to retroactively apply these standards to all existing stops; however, KCATA should adhere to these standards for new stops and retroactively apply to existing stops when presented the opportunity. These guidelines include an interpretive review of the level of accessibility improvements/compliance needed based on the type of modification to existing stops or the creation of new stops in the KCATA system. Each is explained below:

1. **Modifying existing bus stops:** Adding a sign, trash can, or bench to an existing stop likely does not trigger accessibility requirements, such as adding a sidewalk or path. Alterations are defined by changes to a facility that affects the usability of the facility. "Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility." (ADAAG 106.5)

Based on universal design principles, the placement of various amenities should avoid creating an obstruction within an existing pedestrian path, and ensure that required minimum clear width is maintained.

2. **Installation of shelters⁴:** ADA compliant shelters and an accessible route between the shelter and the boarding and alighting areas are required. If shelters are installed at existing bus stops, the boarding and alighting area itself should comply "with the maximum extent practicable" (ADAAG 209.2.3). Bus boarding and alighting areas "shall provide a clear length of 96 inches minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches minimum, measured parallel to the vehicle roadway" (ADAAG 810.2.2). Clear floor/ground space is required by Section 305 to be a minimum of 30 inches by 48 inches.

The installation of a shelter likely qualifies as an alteration (see #1 above), which means that there must be connectivity between the bus boarding and alighting area to streets, sidewalks, or pedestrian paths by an accessible route that complies with 402 (ADAAG 810.2.3). Section 402, Accessible Routes, outlines specific requirements for walking surfaces, ramps, curb ramps, and slope.

3. **New bus stops⁵:** The scope of the accessibility requirements for a new or relocated on-street bus stop requires that the stop comply with the requirement to have an accessible boarding and alighting area only "to the maximum extent practicable" (ADAAG 209.2.3).

⁴ Section 810.3 Bus Shelters: <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>

⁵ Section 209.2.3 On-Street Bus Stops: <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

This means that new stops must comply with requirements in section 810.2 for surface, dimensions, connection, and slope (ADAAG 810.2.1-4).

4. **Connectivity:** Bus boarding and alighting areas must be connected to streets, sidewalks, or pedestrian paths by an accessible route (ADAAG 810.2.3). Existing sidewalks, whether ADA compliant or non-compliant, that connect to bus boarding and alighting areas are not required by ADAAG to be brought into compliance unless an alteration is undertaken at the stop. If there is an alteration at a stop, the connecting street, sidewalk, or path is required to comply with ADAAG 810.2.

Appendix D provided a comprehensive ADA Checklist to assist abovementioned applications.

3 BUS STOP AMENITIES BY TYPE

KCATA provides a variety of bus stop amenities throughout its system. These amenities have been placed over time and can vary by type. As KCATA has introduced new types of service, including MAX and Connex, each has been distinctly branded for customer convenience. The stop amenities and street furniture elements thus also vary by service type as part of the branding strategy.

In this section of the Bus Stop Design Guidelines, amenities are described and shown by type (lighting, trash cans and recycling bins, benches, shelters, bike racks, passenger information, public art and landscaping etc.). The amenities described below show the major categories and types currently deployed by KCATA. Exact specifications of each are either included in the appendix or available upon request from KCATA. The standards by which these amenities are deployed by stop or service type are described further in Section 4 – Amenity Provision Standards by Service Type.

The following pages (Figure 1 - Figure 8) detail KCATA's amenities by type.

WAITING AREAS AND PLATFORMS

As described in greater detail in Section 2, bus stops should have a paved waiting area where riders can access the bus. In most cases, bus stop waiting pads/platforms are sidewalks. Waiting areas should be relatively free of obstructions, consist of accessible materials, and have slopes that do not exceed ADAAG requirements. Pedestrian ramps should provide connections to bus stops. The waiting area should provide adequate room for a bus to extend its wheelchair ramp and for wheelchair users to navigate their chairs onto the ramp. Waiting areas can be distinguished through the use of different coloring.




Figure 1: Waiting Areas and Platforms

Amenity	Example
Paved, accessible waiting area	
Pedestrian ramps	
Connex platform	

LIGHTING

KCATA should strive to place bus stops in well-lit areas to provide both safety and comfort to their passengers. Lighting also makes it easier for bus drivers to see waiting passengers. In most urban settings, bus stops can be lit by street lights, or ambient lighting from adjacent land uses. KCATA may provide its own lighting at select stops, Park & Rides and MetroCenters.




Figure 2: Lighting

Amenity	Example
Wired Lighting	
Solar Lighting	
Adjacent Lighting	

TRASH CANS AND RECYCLING BINS

Trash cans and recycling bins provide a convenience for riders, and help to reduce trash left on buses and on the street. KCATA primarily use a basic concrete trash can on local routes, and a sleeker, metallic can at MAX and Connex stops. Trash cans should be as close to the bus stop waiting area as possible, without pedestrian traffic or passenger boarding/alighting accessibility. Recycling bins can also be provided eco-friendly to collect newspapers and/or bottles and cans. Trash cans and recycling bins design should be consistent with the design of the other bus stop furniture and amenities design. KCATA currently maintains and empties most of the trash cans and recycling bins at its bus stops; however, municipalities could arrange to have them emptied as part of their regular trash collection, or local communities, organizations and individuals could be encourage to take on this responsibility.

Figure 3: Trash Cans and Recycling Bins

Amenity	Example
MAX and Connex Trash Can	
Local Trash Can	
Recycling Bins	

BENCHES

Benches are the most typical type of seating provided, but alternatives such as lean rails, low walls or bollards, can also serve a similar need at particular locations. Most KCATA shelters also incorporate a bench. At stops with especially high ridership, KCATA might place a combination of benches and shelters to best serve its riders.

KCATA provides a standard bench at many local stops, and a bench specifically designed for MAX and Connex service at bus stop along and occasionally adjacent to these service lines. Benches should be placed at stops in an easily accessible manner that does not impede pedestrian traffic or passenger boarding/alighting accessibilities. Specialty benches, including uniquely designed ones, can also present an opportunity to integrate art or match the surrounding neighborhood, but must meet accessibility guidelines. KCATA may support third party benches if provided and maintained by the third party with approval of the host municipality.

Figure 4: Benches



Amenity	Example
MAX/Connex Bench	

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

Amenity	Example
Granite Bench	 A photograph of a granite bench at a bus stop. The bench is made of a light-colored stone with a thick, flat top and four square legs. To the left of the bench is a matching stone pillar. The bench is situated on a concrete sidewalk in front of a bus stop shelter with a glass window.
Standard Bench	 A photograph of a standard metal bench at a bus stop. The bench has three horizontal slats for the seat and backrest, supported by blue metal legs. It is located on a concrete sidewalk next to a parking lot with several cars.
Lean Rail	 A close-up photograph of a metal lean rail at a bus stop. The rail is made of polished metal and is attached to a glass door or window of a bus stop shelter. The rail is curved and provides a handhold for passengers.

SHELTERS

Shelters provide weather protection for waiting passengers and help identify stop locations. Aside from the buses themselves, shelters are perhaps the most visible elements of the transit system. Therefore, attractive and well- designed shelters can not only help to provide a strong positive image, but also publicize the availability of transit (Figure 5).





Over the years, KCATA has used a range of shelters, and with the introduction of MAX and Connex services, the types of shelters employed have expanded significantly. Shelters have become a significant part of the branding and visibility for KCATA's enhanced services.

The placement, size, and quality of shelter are largely based on ridership and local site conditions. Shelters at local stops must be adapted to existing conditions, but sidewalk and other infrastructure improvement are a significant aspect of MAX and Connex stop design, allowing placement of larger shelters at these locations. All shelters must be placed to meet accessibility guidelines, which can further limit placement options.

Figure 5: Shelters

Amenity	Example
Main MAX Shelter	
Troost MAX Shelter	
Connex Shelter	

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

Amenity	Example
25' Metro "Super" Shelter	
15' Barrel Top Shelter	
10' Standard Shelter	
7' Mini Shelter	

PASSENGER INFORMATION

All KCATA stops should have basic identification and passenger information. At lower volume and local stops, this information can be mounted on the bus stop pole via the form of corner schedules. At higher volume stops, more extensive information can be displayed in shelters, on walls, and on freestanding signs using Kiosks. For MAX and Connex stops, a branded free standing marker helps to identify the stop and provide area and transit information. There are a variety of mediums to display information (Figure 6):

- **Bus stop sign** is a mandatory element of a bus stop that uniformly presents basic information such as route numbers and names, the route direction, and a phone number to call for additional information. Bus stop signs should **NOT** be placed on a street regulatory sign post.
- **Corner schedules**-are poster-sized bulletins that show route schedule for a particular stop placed in a clear plastic frame for weather protection.
- **Kiosks** provide static information about routes, schedules, and other system information, such as system and local map. They provide regional transit information and can help orient bus riders who are unfamiliar with the area.
- **Real-time information** informs passengers when buses will actually arrive reducing some of the uncertainty often associated with bus service. Real-time information is provided at select MAX, Connex, and MetroCenter locations.

(Note: Real-time information can also be provided system-wide via internet and mobile applications.)

Figure 6: Passenger Information

Amenity	Example
Bus Stop Sign	

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority

Amenity	Example
Corner Schedule	
Static Information Kiosk	
Max/Connex Kiosk	



KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

Amenity	Example
Max Marker Kiosk	
Real-time Information	

BICYCLE RACKS

Bicycle racks help to provide an additional way for passengers to access bus service (Figure 7). KCATA maintains basic bicycle racks that are typically installed at MetroCenters and Park and Ride locations. MAX and Connex stops may have specially designed bike racks.

Figure 7: Bike Racks

Amenity	Example
Local bike racks	
Connex bike racks	

PUBLIC ART AND LANDSCAPING



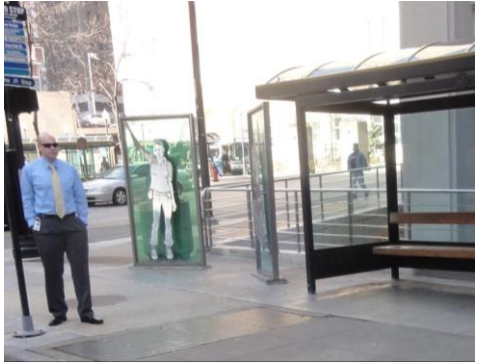
Attractive landscaping and public art improve the aesthetic quality of a bus stop, making waiting a more pleasant experience. The Adopt-A-Stop Program (See Appendix F) provides a framework for engaging local businesses, communities and individuals to create and maintain bus stop amenities that positively reflect the community.

Artwork can be incorporated into transit stops in various ways, including:

- Developing an entire stop as a piece of art.
- Incorporating artwork into a standard bus stop/bus shelter design.
- Installing unique artwork at a specific bus stop.

KCATA has installed or integrated unique artwork at MetroCenters and highly visible MAX or Connex stops. These are typically developed as part of the capital planning and design processes.

Figure 8: Public Art

Amenity	Example
Waiting Area	
Sculpture	
Other Artwork	

4 AMENITY PROVISION STANDARDS BY SERVICE TYPE

KCATA prioritizes amenity distribution at bus stops based on service type and passenger activity level. Fixed-route service consists of four primary service categories: MAX, Connex, local, and commuter. Local service is classified into four subcategories (key corridor, urban local, suburban local, and lifeline) for purposes of service level and stop spacing (see Figure 9); however, these subcategories do not impact amenity type or distribution at stops. Service guidelines are addressed in greater detail in the 2011 KCATA Service Guidelines⁶, which were approved as part of the comprehensive service analysis.

Figure 9: Recommended Stop Spacing⁶

	Key Corridor - MAX	Key Corridor - Other	Urban Local	Suburban Local	Commuter	Lifeline
Minimum Stop Spacing (feet)						
Moderate to High Density Areas	1,100	900	660	660	900	900
Low Density Areas	1,300	1,300	900	1,100	1,100	1,100
Maximum Stops per Mile						
Moderate to High Density Areas	5	6	8	8	6	6
Low Density Areas	4	4	6	5	5	5

MAX AND CONNEX SERVICE

MAX (Metro Area Express) is KCATA's bus rapid transit service (BRT). BRT is designed to provide more frequent service and less frequent stops, primarily at destination hubs and major intersections, to enhance transit along key corridors within the KCATA system. There are currently two MAX lines in operation, Main Street MAX and Troost MAX, with a third, Prospect MAX, in the planning stage. Both existing MAX lines are anchored by MetroCenters and Park & Ride, and similar plans are being considered for Prospect MAX.

Connex also provides limited-stop service along an improved transit corridor, with enhanced passenger amenities, but at a lower service frequency than MAX service. KCATA currently operates one Connex route, State Ave. Connex, providing service primarily in Kansas City, Kansas along State Ave and Minnesota Ave. into downtown Kansas City, MO via I-70, anchored by MetroCenters at 7th & Minnesota Ave. and 47th & State Ave, with the latter also serving as a Park

⁶ KCATA Service Guidelines, 2011. <http://www.kcata.org/images/uploads/DraftServiceGuidelines.pdf>.

& Ride. Each MAX and Connex line has a distinctive amenity package, including unique shelters, monument-kiosks with real-time information, benches, trash cans, etc. MAX and Connex stops may also include public art and landscaping that are less common at other stops within the KCATA system.

Since MAX and Connex lines are built as long-term transit investments in their respective corridor, they follow an extensive planning and design process addressing both macro- and micro-level considerations. At a stop level, some of these considerations include: amenity design, specific stop locations and layouts (see Appendix A and B), and selecting which amenities will be included at each stop. The extensive infrastructure investment into MAX and Connex lines makes any potential stop or amenity changes a significant undertaking that must be considered on a case-by-case basis.

LOCAL SERVICE

Most of KCATA's fixed-route system is comprised of 40 local service routes, ranging from lifeline routes with minimal weekday ridership to key corridor routes with thousands of daily riders, seven days per week. Ridership at local stops ranges from less than one boarding per day to stops with hundreds, or even thousands, of boardings per day. As a result, passenger amenity at local stops can vary greatly. Many local stops consist of only a bus stop sign, whereas a high volume stop may have a shelter (or two), bench(es), corner schedules or information kiosks, etc. Additionally, select local stops along key corridor routes may have MAX/Connex amenities at transfer points with MAX/Connex lines, providing a wrap-around transit presence at a corner of that intersection (e.g., 31st & Troost, 39th & Troost).

Figures 10 and 11 provide average daily ridership (ADR) thresholds for placing new or removing existing amenities at local and commuter service stops. The new amenity placement standards are intended as a minimum ridership guideline; however, since local stops must be adapted to existing conditions, secondary factors (e.g., pedestrian accessibility, nearby land use, available right-of-way) are also taken into consideration.

COMMUTE SERVICE

KCATA offers peak commuter service on 12 express routes into downtown Kansas City, Missouri, half of which also provide reverse commute trip(s). These routes typically serve at least one park & ride facility, and operate with reduced stops and/or operate on the highway for at least part of their service hours. Since a majority of commuter ridership is generated at park & ride locations, most unique stops along these routes typically have minimal ridership, and therefore, few amenities.

Figure 10: Amenity Placement Standards

(Minimum weekday ADR for new amenities placement at a stop)

Amenity	Local Service	Commuter Service
Corner Schedule	10	5
Bench	25	10
Trash Can/Recycling Bin	25	25
Shelter	50 ¹	25 ¹

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

Second Shelter	150	N/A
----------------	-----	-----

¹Park & Ride facilities may have shelters despite lower ridership.

Figure 11: Amenity Removal Standards

(Threshold for removing an established amenity based on weekday ADR.)

Amenity	Local Service	Commuter Service
Corner Schedule	<5	<3
Bench	<10	<5
Trash Can//Recycling Bin	<10	<10
Shelter	<25 ²	<15 ²
Second Shelter	<100	N/A

² May also be removed if total maintenance costs exceed \$0.80/boarding.

METROCENTERS

KCATA has seven MetroCenters located through its system. MetroCenters represent major transfer points for multiple bus routes in the KCATA system. While each of the MetroCenters is uniquely designed to fit the local footprint and service needs, they receive a high level of design and customer amenity. MetroCenters are among the highly visible and highly-used facilities in the KCATA system, and typically include the following:

- Off-street boarding and waiting areas
- Real-time information & information kiosks
- Shelters
- Benches, trash cans and bus stop signs
- Art installations
- A unique name and signage, including branding
- Landscaping
- Parking (at some MetroCenters)
- Driver Restrooms

KCATA’s seven MetroCenters are located at:

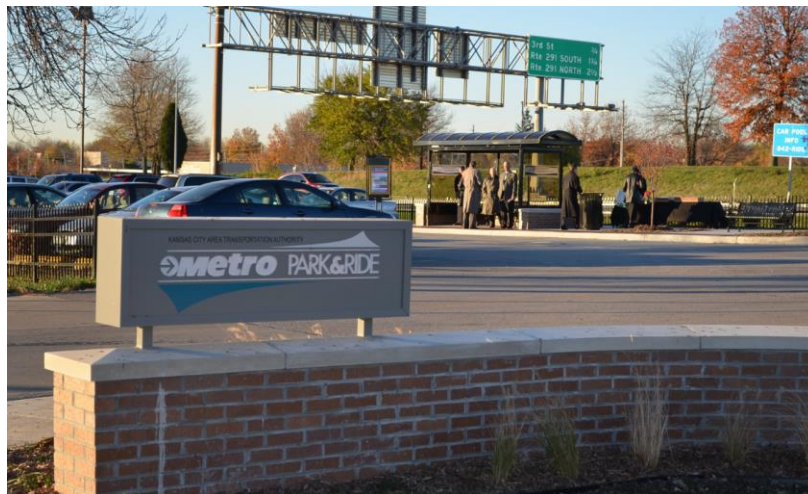
1. Boardwalk Square MetroCenter
2. Independence MetroCenter
3. 39th & Troost MetroCenter
4. 10th & Main MetroCenter
5. 7th & Minnesota MetroCenter
6. 47th & State Avenue MetroCenter
7. Antioch MetroCenter

PARK AND RIDE FACILITIES

KCATA provides commuter parking at 21 park and ride locations throughout the system (as of July 2015), including at some MetroCenters. Park and Ride facilities include a range of amenities:

- Park & Ride Signage *
- Clearly identifiable parking spaces*
- Lighting *
- Bench(es)
- Shelters (10ft, 15ft, 25ft, heated, canopy, MAX shelters)
- Security Cameras
- Trash Cans
- Passenger Information Kiosks
- Electric Vehicle Charging Stations

Although each Park and Ride facility is unique, all Park and Rides should receive, at minimum, essential amenities (marked with an asterisk above). Additional amenities should be placed at Park and Ride locations based on service type and passenger activity level. Moreover, KCATA should have legal rights to be at each Park and Ride location. If a Park and Ride is not located on KCATA owned property, KCATA should seek and maintain an effective agreement with the property owner. Appendix F provides a sample Park and Ride agreement.



5 BUS STOP MAINTENANCE

Maintenance is crucial to establishing and maintaining a barrier free bus stop environment. A poorly maintained stop presents an unfavorable image of KCATA and local transit. It may also invite unwanted criminal activity by sending a message that no one is managing or monitoring the bus stop. Furthermore, trash and broken panel glass can impede stop accessibility.

Bus stop maintenance can be costly and time-consuming. Maintenance requirements and resistance to vandalism are important considerations in design and placement of transit amenities. KCATA bus stop amenities should be designed to minimize both of these concerns and maintenance costs.

To ensure regular maintenance, a database containing maintenance schedules should be created to track facility conditions, including: pavement surface conditions; facility age; damage history; and amenity conditions. This information can be collected during the bus stop assessment. The maintenance database should be linked as a subsection of the bus stop inventory database.

KCATA defines a clean stop as free from:

- Debris, including cigarette butts, cups and newspapers.
- Foreign substances, including gum, spills and food.
- Insects and weeds.
- Graffiti (written or etched).
- Unauthorized stickers or posters.

Well-maintained KCATA bus stops reflect the following elements:

- Overall passenger facilities are in good condition.
- Areas and improvements are in good condition.
- All repairs are current.
- All amenities (shelters, benches, trash cans) are properly installed to meet the ADA requirements.
- Furniture surfaces are in good condition, including no rust, marring or scratches.
- Signage, walls, seating and kiosks are in good condition.
- Lighting in good working order at all times.
- Free from overhanging trees or brush.

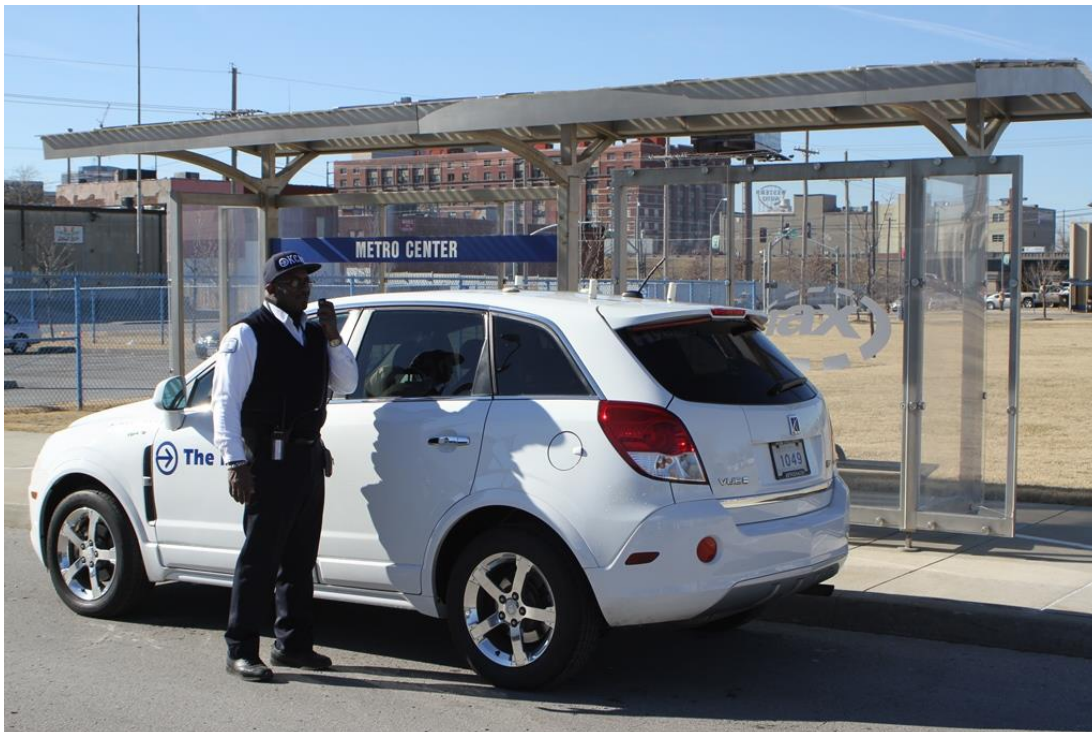
KCATA guidelines for repair, maintenance and cleaning are detailed below:

- Repairs are performed by both in-house employees and contractors.
- Pick up trash and debris within a 25 feet radius of bus stops.
- Remove graffiti, stickers and unauthorized signs and posters.

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

- Power washes all amenities with soap and water. Using a ladder, clean the shelter roof inside and outside with a soft bristled brush until all dirt has been removed. Clean and flush gutters and drain holes of all debris. Clean shelter frame, bench and windows (inside and outside) until all dirt has been removed using a soft bristled brush and pressure washer. Dry windows with a squeegee so that no smears or streaks remain visible. Wipe benches completely dry after cleaning or graffiti removal to allow immediate customer use and to prevent claims from damaged clothing.
- Emergency cleaning – all emergency cleanings and broken glass will be handled within 4 hours after Plant Management has been notified.

Working agreements with local businesses or communities is one approach to reduce the financial burdens of the transit agency. Adopt-A-Stop Program described in Appendix F provides an effective way to maintain bus stops and provide informal community surveillance.



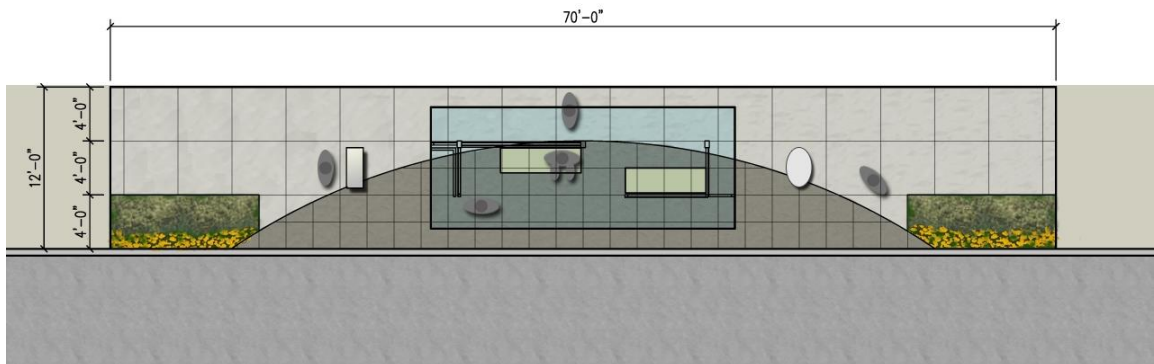
APPENDIX A

MAX LAYOUT PLANS

Main Street MAX Station Layout Plan - Top View



Troost MAX Station Prototype Layout Plan

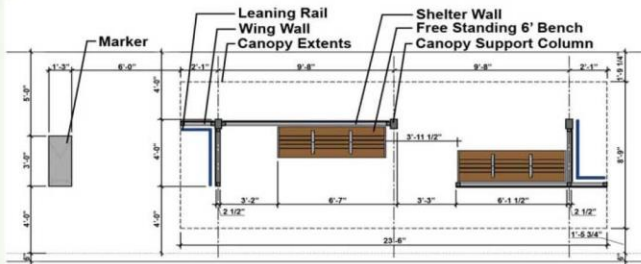


Main Street MAX Station Layout Plan

KCATA | BUS RAPID TRANSIT SYSTEM  



Troost MAX Shelter and Platform Design



Shelter Plan



Station Perspective



Shelter Perspectives



10th & Main

Shelter and Platform Design

TROOST BRT

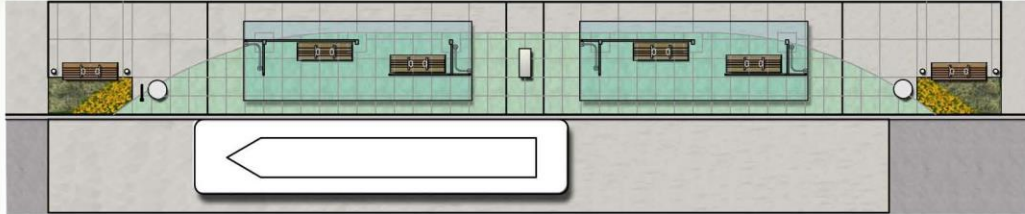


max

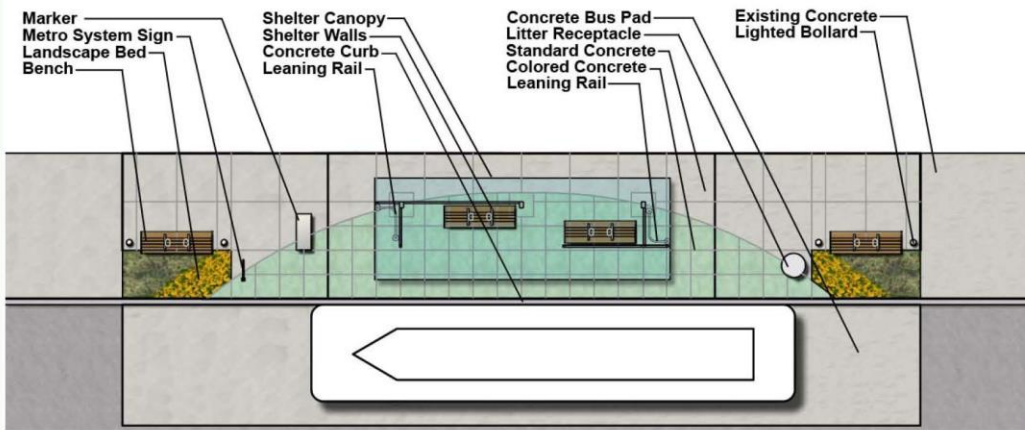
T Talaferro & Browne, Inc.
Engineering • Architecture • Construction Administration

HNTB

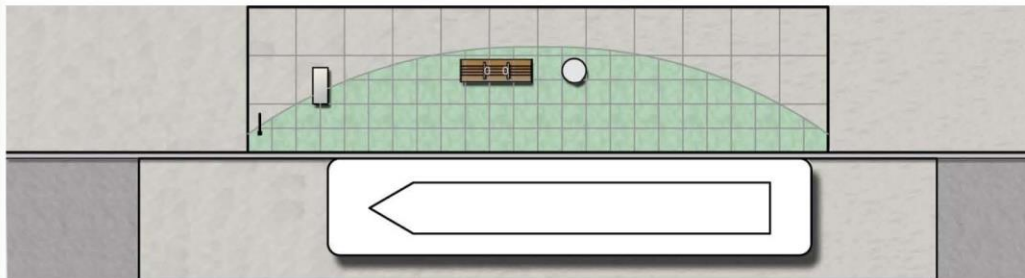
Troost MAX Station Layout Plans



Double Station Plan ● Locations: 11th At Grand – NB Charlotte At 23rd – SB Troost At 75th – Turnaround
 10th At Main – Terminus Troost At 63rd – NB



Station Plan ● Locations: 13th At Locust – NB Troost At 27th – NB & SB Troost at 55th – NB & SB
 12th At Locust – SB Troost At 31st – NB & SB Troost At 63rd – SB
 (Marker & Shelter Only) Troost At 35th – NB & SB Troost At 82nd – NB
 Holmes At 18th – NB Troost At 39th – SB Troost At 89th – NB
 Charlotte At 18th – SB Troost At 47th – NB & SB
 Holmes At 23rd – NB Troost At 51st – SB
 25th At Campbell – NB & SB Troost At 52nd – NB



Stop Plan ● Locations: 12th At Main – SB Troost At 43rd – NB & SB Troost At 82nd – SB
 Troost At 39th – NB Troost At 59th – NB & SB Troost At 89th – SB
 (Marker Only) Troost At Gregory – NB & SB

Platform Type

TROOST BRT



max

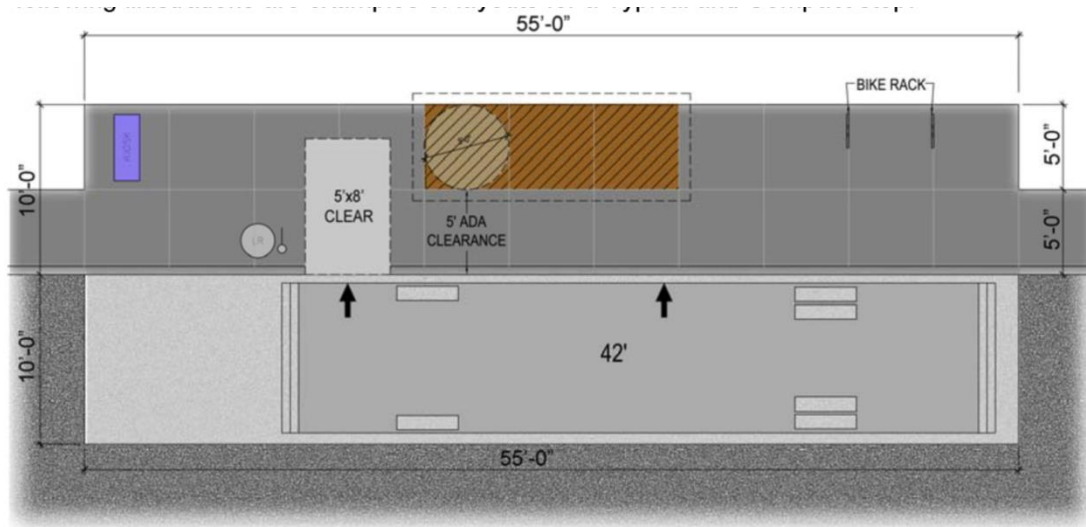
Taliaferro & Browne, Inc.
Planning, Engineering, Landscape Architecture, Architecture

HNTB

APPENDIX B

CONNEX LAYOUT PLANS

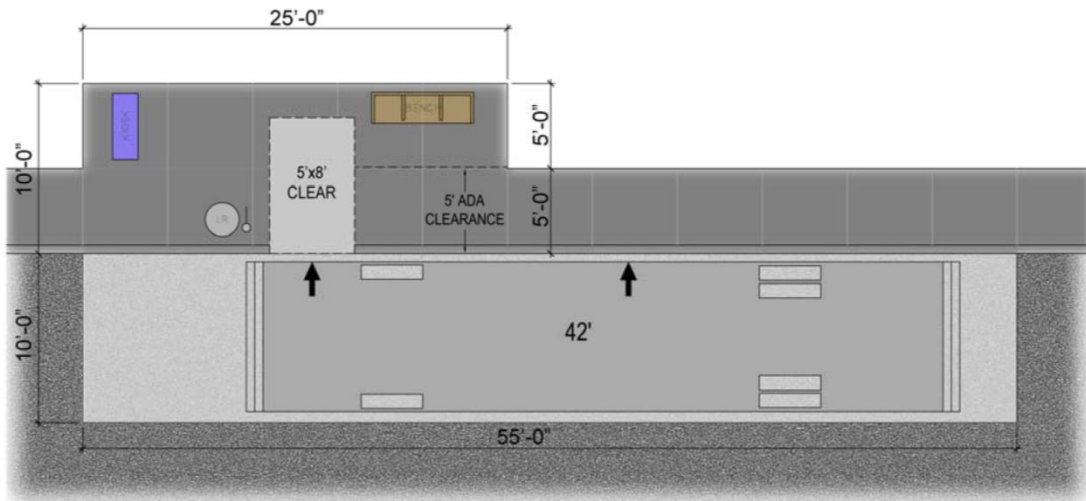
Typical Platform



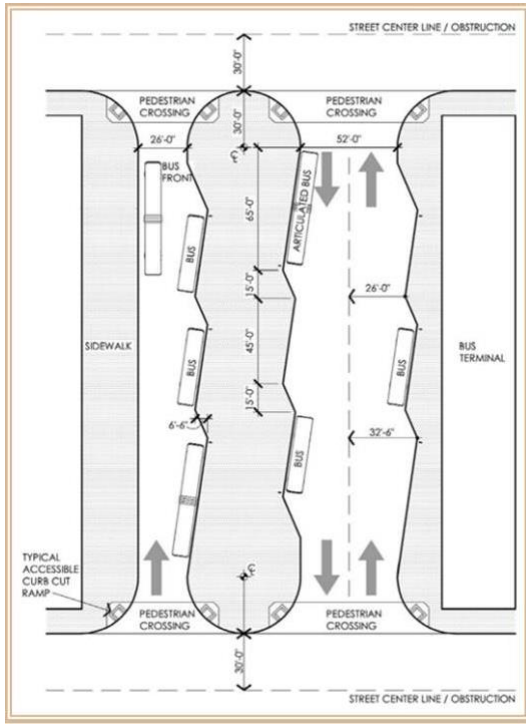
Source: State Avenue Corridor Transit Improvements, Tiger Project #10-7059-39. Transit Center and Stop Design Criteria.

Compact Platform

Source: State Avenue Corridor Transit Improvements, Tiger Project #10-7059-39. Transit Center and Stop Design Criteria.

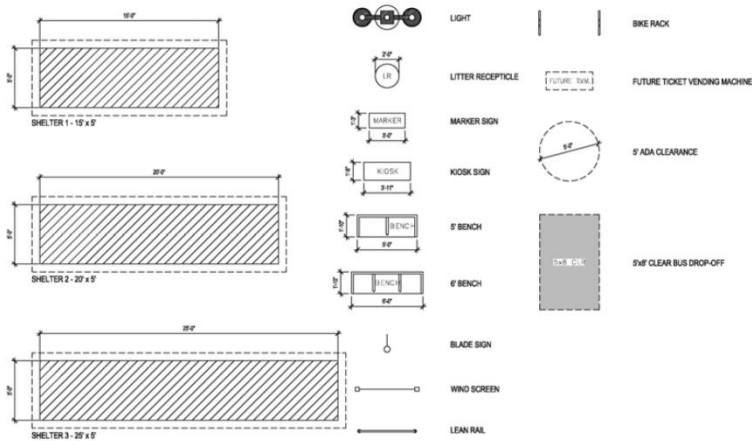


Platform Design with Multiple Bus Berth



Source: AC Transit, Alameda-Contra Costa Transit District, California.

Amenities Plans



Source: Avenue Corridor Transit Improvements, Tiger Project #10-7059-39. Transit Center and Stop Design Criteria

Connex Trash Can



Connex Bike Rack



7th and Minnesota MetroCenter

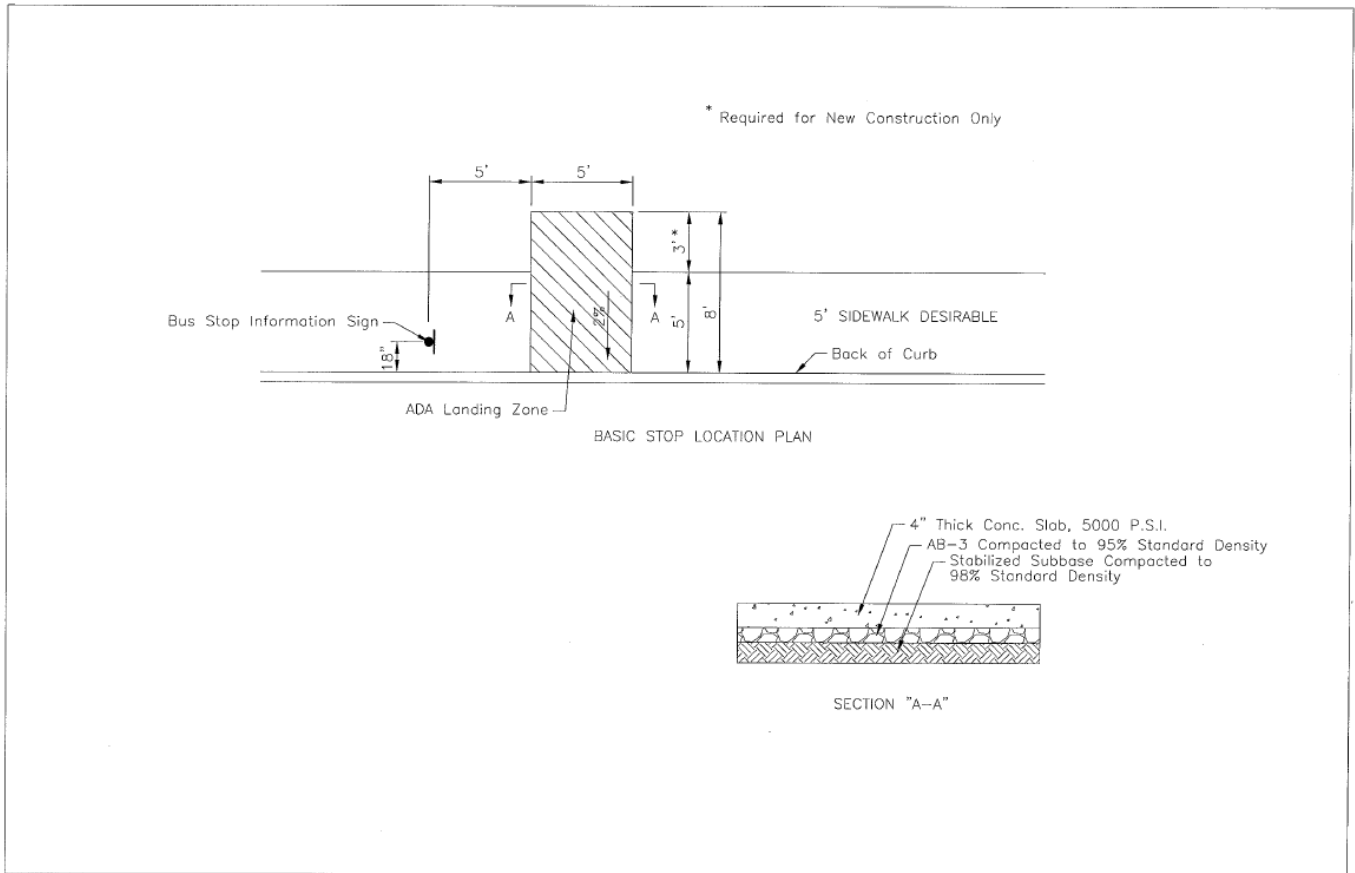


Connex MidTown KCK MetroCenter Station Plan



APPENDIX C LOCAL LAYOUT PLAN

Typical Local Platform



SHEET NO. 4

Local Bus Stop Signpost



Local Trash Can



Local Standard Bench



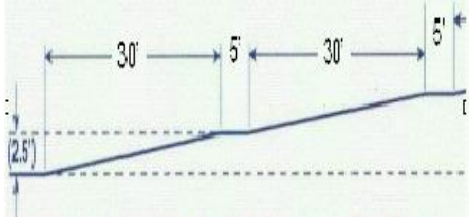
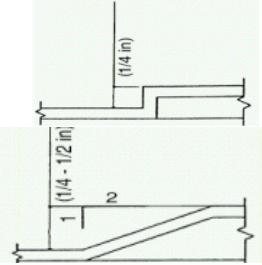
Local 15" Shelter

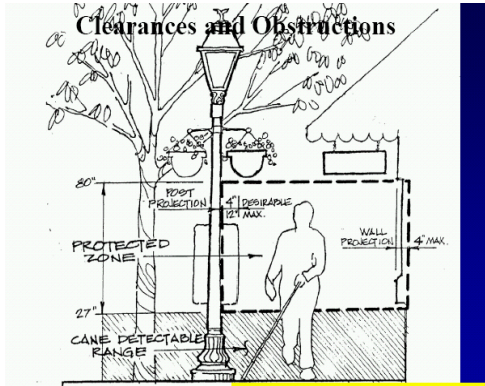

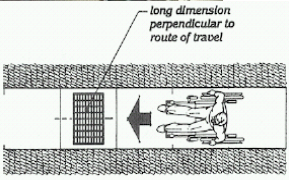



APPENDIX D

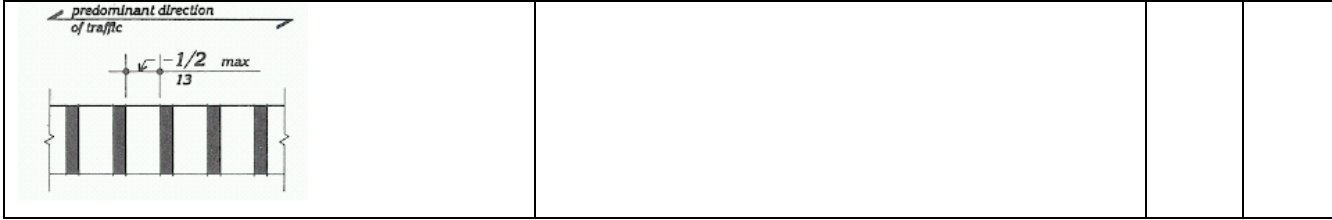
ADA COMPLIANCE CHECKLIST

Job No: _____ Route: _____ County: _____
 Location: _____

Figures/Examples	Sidewalk Requirements	YES	NO
	All sidewalks constructed within the project limits are ADA compliant.		
	<ul style="list-style-type: none"> Sidewalks are 5' or greater in width. Exception, existing sidewalks or where physical restraints exists, sidewalks may be less than 5' wide, but must be at minimum 3' or greater in width with 5' x 5' level landings provided no more than 200' apart. (A level landing is defined as a landing with no cross or running slopes greater than 2.0%. Driveways or parking lots may be considered as landings if they meet the requirements of a landing.) 		
	<ul style="list-style-type: none"> Sidewalk cross slopes are 2.0% or less. 		
<p>For example, a segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing every 30'.</p> 	<ul style="list-style-type: none"> Sidewalk running slopes meet any of the following conditions: <ul style="list-style-type: none"> The sidewalk is at the same grade as the roadway, regardless how steep the roadway grade is. If the sidewalk is at a different grade than the roadway, yet the running slope of the sidewalk is not greater than 5%. If the sidewalk running slope is at a different grade than the roadway and the running slope is greater than 5%, then the sidewalk will be considered a ramp and shall meet the following requirements: <ul style="list-style-type: none"> Maximum grade is 8.33% for any segment. Maximum rise for a segment is 30". 5' x 5' landings are located between each segment. 		
	<ul style="list-style-type: none"> Surface Level Criteria - There are no height differentials with a lip greater than 1/4" in height. Exceptions, a height differential between 1/4" and 1/2" is acceptable if it is beveled at a 2:1 slope, or a height differential greater than 1/2" is acceptable if it is ramped with a slope of 8.33% or less. 		

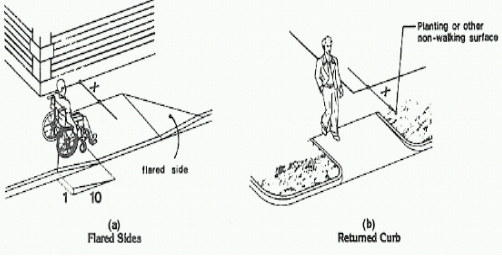
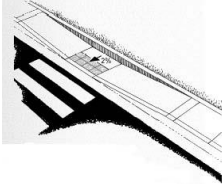
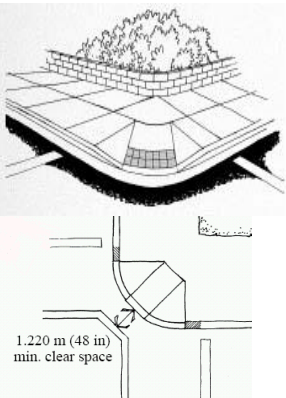
	<ul style="list-style-type: none"> All utility poles, light posts, traffic posts, fire hydrants, and other manmade vertical appurtenances are located outside of the sidewalk path. If right of way prevents relocation of an appurtenance, the pathway width is at minimum 32" wide and the length of the restricted pathway is no more than 2'. 		
	<ul style="list-style-type: none"> Utility covers, such as manholes and water meters, have a slip resistant top, as much as possible, and meet changes in level criteria. 		
	<ul style="list-style-type: none"> Lift holes for manhole/utility covers do not have an opening greater than 1/2". Plugging of holes greater than 1/2" with a material approved by the engineer is acceptable as long as it is flush with the cover surface. 		
 <p>Pedestrian Access Route</p>	<ul style="list-style-type: none"> There are no horizontal obstructions within the sidewalk pathway. See adjacent figure for examples of what is considered acceptable, specifically: <ul style="list-style-type: none"> Wall projections or signs or other objects attached to posts do not exceed 4" into the pedestrian path between 27" and 80" above the ground. Exception, signs or other objects attached to posts may project into the pedestrian pathway up to 12", but is not preferred and should be limited to 4" where possible. 		
  <p><i>long dimension perpendicular to route of travel</i></p> <p>Wrong Installation 1</p> 	<ul style="list-style-type: none"> If gratings are located in the sidewalk or other walkways paths, the spacing of the gratings is not greater than 1/2 in. (13 mm) wide in one direction. Gratings with elongated openings are installed so that the long dimension is perpendicular to the dominant direction of travel. 		

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority

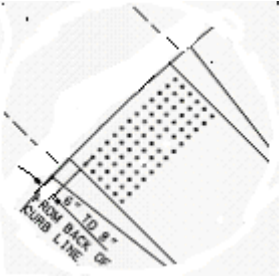
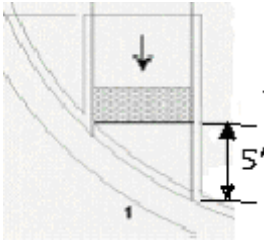


Figures/Examples	Entrances Requirements	YES	NO
	All entrances within the project limits are ADA compliant.		
	<ul style="list-style-type: none"> A level pedestrian access route (walkway) is provided across commercial and residential entrances, meeting the following criteria: <ul style="list-style-type: none"> The walkway is at minimum 3' wide. Cross slope of walkway is 2 percent or less. Walkway is at the same grade as the adjacent roadway. The walkway does not have to be marked, but provides a straight line between the adjoining sidewalks or ramps. There is not an abrupt transition from the driveway to the roadway for vehicles, i.e., vehicles will not bottom out when driving over the transition. 		
Figures/Examples	Ramp Requirements	YES	NO
	All ramps within the project limits are ADA compliant.		
	<ul style="list-style-type: none"> 		
<p align="center">Perpendicular Ramps</p>	<ul style="list-style-type: none"> Perpendicular ramps meet the following criteria: <ul style="list-style-type: none"> Have at minimum a level 5' x 5' landing (not more than 2% cross slope in any direction) at the top of the ramp. Exception, a top landing is not required if the ramp serves only one sidewalk and the ramp is aligned with the direction of travel of that sidewalk, i.e., no turning movement required for a person in a wheelchair to align with the running slope of the ramp. A landing is preferred, but may not be able to be constructed because of the steep grade of a sidewalk, making it technically infeasible to construct. For example, an existing sidewalk at a 7% grade with a 6" curb height would require the 		

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority




 <p align="center">X = 4'</p> <p>Flared Sides in Pathway Flared Sides Not in Pathway</p>	<p>beginning of a 5' x 5' landing to be installed at 35.7' back from the curb with a ramp at 8.33% running slope. This may be technically infeasible because of limited right of way and/or beyond the scope of the project. Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, are provided where a pedestrian circulation path crosses the curb ramp. If the flared sides are not in the pathway, then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</p>		
	<ul style="list-style-type: none"> • Parallel ramps have at minimum a level 5' x 5' landing at the bottom of the ramp. 		
 <p>1.220 m (48 in) min. clear space</p>	<ul style="list-style-type: none"> • Diagonal ramps meet the following criteria: <ul style="list-style-type: none"> - Have at minimum a level 5' x 5' landing at the top and at minimum a 48" clear space at the bottom of the ramp. - If a crosswalk is present, the clear space is contained within the crosswalk. - If the flared sides are within the pedestrian pathway, the slope of the flares is 10% or less. 		

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority

Figures/Examples	Detectable Warnings Requirements	YES	NO
	<i>Detectable warnings (truncated domes) are properly installed and ADA compliant.</i>		
	<ul style="list-style-type: none"> Installed on all ramps at streets, signalized commercial entrances and railroad crossings. 		
	<ul style="list-style-type: none"> Not installed on ramps at residential, public or non-signalized commercial driveways. 		
 	<ul style="list-style-type: none"> The preferred location of the truncated dome surface area is 6"-8" from the face of the curb (gutter line). Exception, on large curb radii one edge of the detectable warnings may be placed at the face of the curb to minimize the distance that the other edge is from the face of the curb; however, neither corner of the detectable warning may be more than 5' from the face of the curb line. The truncated dome surface area is at minimum a 2' strip that extends the entire width of the ramp, excluding flared sides. Exception, the dome surface area may be stopped 2" from each side of the ramp to aid construction and to prevent the concrete from chipping at the edges. The truncated domes are aligned on a square grid in the direction of pedestrian travel or installed radial to the grade break. 		
	<ul style="list-style-type: none"> Detectable warnings are not stamped into concrete and are an ADA approved product. 		
	<ul style="list-style-type: none"> Detectable warnings contrast visually with the adjoining surface, either light-on-dark or dark-on-light (recommended bright red on concrete and bright yellow on asphalt). 		

Figures/Examples	Cut Through Requirements	YES	NO
	<i>All cut throughs in islands or medians within the project limits are ADA compliant.</i>		
	<ul style="list-style-type: none"> The width of the cut through is at minimum 5' wide. Exception, narrower cut throughs of a minimum width of 3' are acceptable if there is a 5' x 5' passing area within the cut through. 		
	<ul style="list-style-type: none"> The cross slope is 2% or less. Exception, on steep grades this may not be possible, in which case, the cross slope shall not exceed the grade of the roadway. 		
	<ul style="list-style-type: none"> The cut through is oriented with the path of travel. 		
	<ul style="list-style-type: none"> Detectable warnings are installed on the surface of the cut through on each side, located 6"-8" back from the street. If the cut through $\leq 6'$ in length, then the detectable warnings cover the entire area. 		

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority

Figures/Examples	Accessible Pedestrian Sign Requirements <small>1</small>	YES	NO
	<p>All accessible pedestrian signals (pushbuttons) within the project limits are ADA compliant.</p>		
	<ul style="list-style-type: none"> • Pushbuttons are a minimum 2” across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts. • The control face of the pushbuttons is installed to face the intersection and parallel to the direction of the crosswalk it serves. 		
	<ul style="list-style-type: none"> • The location of pushbuttons for new construction are within a longitudinal distance of 5’ maximum from the crosswalk line, and 30” minimum to 10’ maximum from the curb line (this measurement is taken from the center of the ramp). For audible pedestrian signal devices only, pushbuttons are a minimum 10’ apart at crossings and a minimum 5’ apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands. 		
	<ul style="list-style-type: none"> • Pushbuttons are located no higher than 42” from the ground and within 24” reach from a level paved landing with minimum dimensions of 30” x 48”, and positioned for either forward or parallel approach to the pushbutton. For existing locations, pushbuttons at a height up to 48” and a reach of 25” are acceptable as long as other ADA accessibility criterion is met, i.e., pushbuttons are ADA compliant, level landing provided, within required distances from street and crosswalk. 		
	<ul style="list-style-type: none"> • Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet guidelines set forth in the EPG. 		
Figures/Examples	Crosswalk Requirements	YES	NO
	<p>All crosswalks within the project limits are ADA compliant.</p>		
	<ul style="list-style-type: none"> • Minimum width of the crosswalk is 6’. 		
	<ul style="list-style-type: none"> • Crosswalk pavement marking is 6” white. 		

KCATA BUS STOP GUIDELINES – JULY 2015
 Kansas City Area Transportation Authority

<p>The diagram illustrates a bus stop layout with various dimensions. It shows a central rectangular area with rounded corners. Dimensions include: 24" WHITE (width of the central area), 6" WHITE (width of the side panels), 4" (width of the side panels), 6" (width of the side panels), 8" (width of the side panels), and 6" MIN. (minimum width of the side panels). The diagram also shows a 24" WHITE area at the bottom and a 6" WHITE area at the top.</p>	<ul style="list-style-type: none"> • Stop bar is at minimum 4' from the crosswalk. 		
--	---	--	--

¹ Any "NO" answer means that location is ADA non-compliant and needs to be corrected before acceptance of the work, except as follows. Although exceptions listed in the above requirements do not meet MoDOT current policy standards, that criterion does meet the minimum ADA standards and will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant, "NO", and added to the transition plan for correction at a later date. (Guidance is provided in the EPG on what may be considered as technically infeasible.) All exception and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exception and technically infeasible locations will be thoroughly documented by the engineer, and that documentation will be retained as part of the final acceptance record

Inspector Name: <hr/> Signature:	Date:
Project Manager Name: <hr/> Signature:	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

APPENDIX E

BUS STOP IMPROVEMENT REQUEST PROCESS

KCATA acknowledges that passenger amenities are an important part of the transit riding experience, but proper amenity maintenance takes resources, which KCATA has an obligation to manage responsibly. Therefore, all stop improvement and amenities must be deployed with careful consideration; see Section 3 and Section 4 addressing amenity design and placement standards. However, since KCATA provide transit as public service, it embraces opportunities to improve transit through collaboration with local communities. This section outlines the process for community bus stop improvement requests that may not meet previously mentioned standards.

1. PROCESS FOR BUS STOP IMPROVEMENT REQUEST EVALUATION

All bus stop improvement requests, including adding, removing, or relocating a stop, and amenity changes should follow this process:

1. Submit Bus Stop Improvement Request Form to KCATA either by hard copy or electronically.
2. Planning Department will review requests on a case-by-case basis and submit its recommendation(s) to the Chief Planning Officer within 10 business days.
3. The Chief Planning Officer will render his/her decision. If necessary, proposed changes will be submitted to Chief Operation Officer for final approval and authorization.
4. Planning Department will inform the requesting party of final decision, if necessary, arrange for a memorandum of agreement to be signed by requesting party and Chief Operating Officer.
5. Approved Bus Stop Improvements submitted to Scheduling, Transportation, and Facilities as necessary, for implementation.

Please Note: all requests for bus stop improvement should be directed to the Planning department for review.

2. AGREEMENT AND RESPONSIBILITIES

Passenger amenities installed at locations that do not meet KCATA's policy thresholds or that are unique to a particular community are identified as "Community Specific Amenities". If KCATA agrees to the installation of Community Specific amenities (e.g., shelter), associated capital and operating expenses will generally be the local community's responsibility, KCATA requires agreement assigning financial responsibility for acquisition, installation and ongoing

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

maintenance (e.g., cleaning, trash removal, repairs, etc.) prior to installation of Community Specific Amenities. This agreement will identify expected costs and contain community's financial commitment for acquisition; installation and long-term maintenance (see attached Sample Memorandum Agreement for Transit Stop Cleaning and Maintenance). KCATA will consider community's input on placement, but will ultimately decide how best to install and maintain Community Specific Amenities at its bus stops.

Sample Bus Stop Improvement Request Form

Your Information	
Your Name *	First Name <input type="text"/> Last Name <input type="text"/>
Your Address *	<input type="text"/>
City *	<input type="text"/>
Zip/Postal Code *	<input type="text"/>
Home Phone	<input type="text"/>
Work Phone	<input type="text"/>
E-mail	<input type="text"/>

Your Request	
I request that DART consider (Check one) *:	
<input type="radio"/> Removing an existing stop <input type="radio"/> Installing a new stop	
<input type="radio"/> Retaining an existing stop <input type="radio"/> Replacing or resetting an existing stop	
<input type="radio"/> Relocating an existing stop <input type="radio"/> Placing an amenity (Bus stop upgrade)	
State a reason below and if applicable, precisely identify the new location for the stop.	
Reason and/or stop new location *	Please limit your description to 1000 characters. <input type="text"/> 1000 Count

Additional Amenities Requested	
Select an amenities	<input type="checkbox"/> Bench <input type="checkbox"/> Shelter <input type="checkbox"/> Trash Can <input type="checkbox"/> Guide-A-Ride <input type="checkbox"/> Adopt-A-Can (Requires requester to maintain receptacle.)

Bus Stop Information	
Route Affected *	----- Select One -----
Street Address of Stop *	If street address is not available please provide a landmark of the location (i.e. business name) <input type="text"/>
Closest Cross Street	<input type="text"/>
Side of Street	Is this stop before or after cross street? <input type="radio"/> Before <input type="radio"/> After Check the appropriate box

Sample Memorandum of Agreement

Transit Stop Cleaning and Maintenance

between
Property Owner
and
Kansas City Area Transportation Authority

This binding Memorandum of Agreement (“Agreement”) is entered into to this _____ day of _____, 2014 between the Kansas City Area Transportation Authority (“KCATA”), a body corporate and politic, and the _____ (“Property Owner”), a _____ corporation, for the purpose of installing and maintaining transit stop amenities.

WHEREAS, Property Owner has requested that KCATA upgrade bus passenger amenities at _____ (“Location”); and

WHEREAS, the passenger boarding at this location does not meet KCATA’s normal threshold requirements for installing the upgraded Amenities;

Therefore, it is agreed as follows:

1. KCATA will make the following amenity upgrades (“Amenity Upgrades”) at agreed upon Location at a cost of \$ _____ to Property Owner:
 - a. Shelter _____
 - b. Bench _____
 - c. Trash Receptacle _____
2. The amenity upgrades will be located within street right-of-way along _____ Road and _____ Avenue.
3. Upon completion of Amenity Upgrades, and while this Agreement is in effect, Property Owner agrees to assume all responsibility for maintenance and cleaning of the Upgraded Stops on a weekly basis including but not limited to:
 - a. Power washing the panels of shelters inside and out;
 - b. Removal of debris within the area of Upgraded Stops;
 - c. Emptying litter containers and relining said containers with fresh plastic bags;
 - d. Removal of graffiti on shelter, benches, and/or area surrounding the Upgraded Stops; and
 - e. Immediate notification to the KCATA of any repairs needed to panels or components damaged from vandalism, weather or other general repairs;

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

(Hereinafter “Services”).

Property Owner shall exercise, and shall cause any subcontractors to exercise, that degree of care, expertise, skill and diligence in the performance of the Services as possessed and exercised by other persons providing the same type of services, under similar circumstances.

4. Property Owner agrees that KCATA has the right to remove the Upgraded Amenities and other passenger amenities if maintenance and cleaning is not done in accordance with KCATA standards or if the Upgrade Amenities are damaged and KCATA determines repair costs are excessive.
5. This agreement shall be for an initial one-year term that shall be automatically renewed for successive one-year terms, until terminated. Either party may terminate this Agreement at any time by giving forty-five (45) days’ written notice to the other party.
6. All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:
7. Property Owner shall (and shall cause that its subcontractor(s)) cover, release, defend, become responsible for and forever hold harmless KCATA, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities of any character and from any cause arising out of or in any way connected to any bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property as a result of the willful or wrongful misconduct and/or negligence of Property Owner or its agents, employees, or subcontractors, in the performance of the Services. The duty to defend provided by this Agreement shall accrue immediately upon receipt of any lawsuits, suits, actions, claims or demands by the KCATA. Property Owner shall immediately notify KCATA of any and all claims filed against Property Owner and KCATA jointly, and shall provide KCATA with a copy of the same.
8. This Agreement may be modified at any time with the concurrence of both parties, provided that to be effective, any such modification must be in writing and must be executed by authorized representatives of both parties.
9. It is the intent of the parties that Property Owner shall be an independent contractor in its capacity hereunder. Property Owner shall not be deemed or construed to be an agent, partner or joint venture of or with KCATA solely by virtue of, or under, this Agreement, and the Property Owner shall not have the power to bind or obligate KCATA except as set forth in this Agreement or as otherwise approved by KCATA in writing. The Property Owner shall not contract on behalf of KCATA with any third parties in connection with the rendering of the Services except as authorized in writing by the KCATA.
10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
11. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations or statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

**KANSAS CITY AREA
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

PROPERTY OWNER

By: _____

Name: _____

Title: _____

APPENDIX F

ADOPT-A-STOP PROGRAM

Individuals, civic organizations, private companies and schools, and church groups are welcome to join the effort in cleaning up our environment and revitalizing our communities. KCATA strives to provide passengers with a safe, comfortable and pleasant place to rest while waiting for the bus. With over 6000 bus stops across the Kansas City area, keeping each location clean and aesthetically pleasing is a difficult task. Your participation this program will make our community a better place to live. Everyone benefits from this environmentally conscious program including property owners, businesses, visitors and transit riders.

IT'S SIMPLE

Adopt-A-Stop volunteers can adopt a bus stop to

- **Keep their designated bus stop clean** - This involves picking up litter, reporting damage and calling KCATA to report graffiti or other concerns at the adopted stop. KCATA will install an adoption sign at your stop recognizing you as a program participant.
- **Display their artwork at designated bus stop** - Artists from the Kansas City area are invited to submit their artwork to be displayed at bus stops

VOLUNTEER BENEFITS

Adopt-A-Stop volunteers receive:

- **Volunteer Recognition Certificate.**
- **Monthly Pass.**
- **A sign recognizing your volunteer work at the bus stop.**

HOW TO ADOPT A STOP

1. Choose a Bus Stop

Identify your desire stop for adoption. KCATA will inform you of your requested bus stop's availability. If that bus stop is not available, KCATA will provide nearby alternatives for adoption.

2. Contact KCATA

Complete the **Adopt-A-Stop Program Form** and send via email to **bus.stop@kcata.org**. For more information about the Adopt-A-Stop Program, **call 816-346-0300.**

3. Get Started

- Clean your bus stop at least once per week. Pick up and dispose of all litter at your stop. Please recycle as much waste as possible. Call KCATA's bus stop hotline at **816-346-0300** to report graffiti or damage to bus stop signs, benches or shelters.

OR

- Submit your artwork according to the site selection criteria. Ensure your artwork is appropriate in both theme and size. Above all, add aesthetic quality to your adopted stop.



APPENDIX G

SAMPLE PARK AND RIDE AGREEMENT

PARK-AND-RIDE LICENSE AGREEMENT

THIS **PARK-AND-RIDE LICENSE AGREEMENT** (“**License**”) is made and entered into as of the date hereinafter provided (the “**Effective Date**”) by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY**, a body corporate and politic, having a mailing address of 1200 East 18th Street, Kansas City, Missouri, 64108 (the “**Licensee**”), and:

Name: _____

Address: _____

Phone: _____

Email: _____

(The “**Licensor**”) (Licensor and Licensee are each a “**Party**” and are together, the “**Parties**”).

Recitals

A. Licensor is the owner or has the exclusive possessory interest in and right to grant possessory interests in real property generally located in the State of Missouri, and depicted on **Exhibit A** and legally described or identified by tax parcel identification number on **Exhibit B**, copies of which is attached and incorporated by reference (the “**Licensed Premises**”).

B. Licensee is a metropolitan transportation authority providing transportation services to the general public that includes the operation of transit stops, shelters, and park-and-ride facilities (collectively, the “**Business Purpose**”).

C. Licensee desires to obtain from Licensor a license (the “**License**”) to: (i) locate, construct, install, operate, maintain, repair, replace, relocate, alter, and remove certain physical improvements upon the Licensed Premises including, but not limited to, paving; shelters and footings and foundations related thereto; lighting and related appurtenances; signage and transit schedule kiosks (collectively, the “**Improvements**”) that are necessary or desired by Licensee, for Licensee’s Business Purpose; (ii) have pedestrian and vehicular ingress and egress over, under, and across the Licensed Premises for the purposes of Licensee and the Permitted Users accessing and making use of the Improvements, for Licensee’s Business Purpose; (iii) temporarily stage such equipment as may be needed to and perform or cause the performance of snow and vegetation removal from and upon the Licensed Premises; (vi) temporarily stage construction materials and equipment as may be needed to locate, construct, install, operate, maintain, repair,

replace, relocate, alter, and remove the Improvements; and (iv) utilize the Improvements (collectively, the “**Permitted Use**”), both for itself and on behalf of its operators, contractors, subcontractors, officers, commissioners, directors, employees, agents, invitees, licensees, and the general public (collectively, the “**Permitted Users**”).

D. Licensor desires to grant the License to Licensee, subject to and conditioned upon the terms and conditions hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are true and correct as if fully set forth below.

2. **GRANT OF LICENSE.** Licensor hereby grants, bargains, sell, convey and quitclaims to Licensee the License, for use by Licensee and the Permitted Users. Licensee’s and the Permitted Users’ use of the License shall, at all times, be in accordance with applicable federal, state and local laws (“**Applicable Laws**”). Licensee agrees that in constructing the Improvements and exercising the Permitted Use granted under this License, neither Licensee nor its Permitted Users shall interfere with, hinder, impede, block or delay the use of the Licensed Premises by Licensor and other grantees of Licensor including, but not limited to, utility companies, service providers, surveyors, inspectors, agents, employees, officers, directors, members, managers contractors, subcontractors, invitees and licensees, successors and assigns (collectively, the “**Licensor Parties**”). In addition, so long as such Improvements do not materially interfere with Licensee’s use and enjoyment of the Licensed Premises and the Improvements or cause a physical modification to the Improvements, once installed, Licensor shall have the right to make material improvements and modifications to, in, under, across and upon the Licensed Premises.

3. **TERM.** The term of this License (“**Term**”) shall be for a period of _____ year(s) and thereafter, shall continue for successive one (1) year periods, until terminated by written notice by the terminating Party. Upon such written termination, this License shall terminate one hundred twenty (120) days from the date of such notice.

4. **NON-EXCLUSIVE POSSESSION.** Licensee’s right to use the Licensed Premises shall be non-exclusive, and in no material manner interfere with use and enjoyment of the Licensed Premises by Licensor, Licensor’s successors and assigns or the Licensor Parties. Licensee’s License shall be subject to any and all existing and prior encumbrances affecting the Licensed Premises, including, but not limited to, taxes, mortgages, easements, rights of way, and tenancies, recorded or otherwise.

4. **IMPROVEMENTS.**

(a) Licensee may, at its sole cost and expense, construct upon the Improvements on the Licensed Premises, as may be reasonably desired by Licensee; provided, however, Licensee’s authority to construct any of the Improvements shall be subject to and conditioned upon

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

Licensor's receipt and approval of plans and specifications for any such Improvements (the "**Plans**"). The Plans shall be prepared in accordance with Applicable Laws and of sufficient detail and in such form as is required for the issuance of building permits. The Plans and Specs shall include, among other things, information concerning the setback, height, and construction materials of the Improvements. Within seven (7) days of Licensor's receipt of the Plans conforming to the foregoing requirements, Licensor shall provide its written approval of or reasonable objections to the Plans, which objections shall be set forth in sufficient detail as to enable Licensee to consider and respond to Licensor's objections. If Licensor does not approve the Plans, Licensee shall review the comments of Licensor and thereafter, modify the Plans to materially integrate the Licensor's objections or inform Licensor, in writing, of its inability to respond to or integrate Licensor's objections. Upon modification of the Plans, Licensee shall resubmit the modified Plans to Licensor, and Licensor shall review the modified Plans in accordance with the process set forth in this Section 4. In the event Licensor fails to provide comments to the Plans within fifteen (15) days after receipt thereof, Licensor shall be deemed to have approved of the Plans, provided that the Plans comply in all respects with Applicable Laws. Material changes from or additions to the approved Plans and any subsequent material modifications of or additions to the Improvements shall be subject to the submittal and review requirements of this Section 4.

(b) In connection with the construction by Licensee of any Improvements, Licensee shall pay, or cause to be paid, all applicable permit and license fees, and shall cause the Improvements to be completed in a good, substantial and workmanlike manner, all in accordance with this License, the Plans, Applicable Laws, and once commenced, thereafter completed with reasonable dispatch.

5. **MAINTENANCE**. Licensee shall cause the Licensed Premises to be maintained in good condition and repair throughout the term of this License and shall be solely responsible for obtaining all permits and approvals necessary for the replacement, modification, and relocation of the Improvements and paying any fees required therefor; provided, however, Licensor shall cooperate with Licensee to facilitate Licensee obtaining any such permits or approvals for the Improvements, if requested by Licensee, including, without limitation, signing applications, if necessary, as the owner of the Licensed Premises. Licensee shall make any repair and maintenance to the Improvements promptly, but in no event later than thirty (30) days after Licensee has notice from Licensor as to the need for such repairs or maintenance to the Improvements. In the event Licensee fails to timely maintain and repair the Licensed Premises in a good and workmanlike manner, Licensor may, but shall not be required to, perform such maintenance and repair and may charge the reasonable cost of the maintenance and repair to Licensee, which Licensee agrees to and shall pay to Licensor upon demand.

6. **PROTECTION OF THE LICENSE AREA**. Licensee shall conduct any activities permitted by this License upon the Licensed Premises in accordance with all applicable federal, state and local laws, and, further, shall do so in a manner minimizing disruption of normal activities of Licensor in its use and enjoyment of the Licensed Premises. Licensee agrees to exercise reasonable care and require its Permitted Users to exercise reasonable care in making use and enjoyment of the Licensed Premises. Licensee shall keep the Licensed Premises free from any liens arising out of any work performed in connection with the Improvements.

7. **NON-INTERFERENCE**. Licensee shall exercise commercially reasonable efforts to provide monitor the use and enjoyment of the Improvements by Licensee and the Permitted Users, in an effort to curtail any loitering, illegal, lewd or lascivious conduct, demonstrations on or about the Licensed Premises that (a) would materially impede Licensor's ingress and egress on or about the Licensed Premises; or (b) materially disrupt Licensor's or its Permitted Users' use and enjoyment of the Licensed Premises. In the event Licensor, in its sole discretion, determines Licensee is in breach of its duties and obligations under this Section 7, Licensor shall promptly

notify Licensee and, upon such notice, Licensee shall take immediate and thorough actions, all in accordance with Applicable Laws, to remedy the breach of this Section 7.

8. INSURANCE.

(a) During the Term, Licensee shall carry such liability insurance coverages with a company licensed to do business in the State of Missouri. At all times during the Term, Licensee shall, at no cost and expense to Licensor, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below, to protect Licensor and Licensee and their respective Permitted Users and attorneys, each in their official and individual capacities, from any liability for bodily injury, death, and property damage occasioned by the activities of Licensee or its any person acting on its behalf under this Agreement, including, but not limited to, the Permitted Users. Licensee shall, during the Term of this License, keep on file with Licensor a certificate of insurance or other evidence of such insurance., committed as are required under the Lease, pertaining to the Licensed Premises and its and its Permitted Users' use thereof. The Parties agree that Licensee's insurance does and cannot, pursuant to Applicable Laws, constitute a waiver of Licensee's right of sovereign immunity from liability and suit, but that any partial waiver of sovereign immunity that may result from the securing of insurance by Licensee applies only to covered tort claims and is subject to the statutory maximum codified by Section 537.610 of the Revised Missouri Statutes.

(b) In furtherance of Section 8(a) above, Licensee agrees to secure and maintain the following insurances:

Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form, unless otherwise agreed by Licensor, Combined Single Limit as follows:

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Per Occurrence:	\$1,000,000
Automotive Liability	\$2,000,000, per occurrence
Workers Compensation	As required by the State of Missouri

The policy shall include endorsements for bodily injury, blanket contractual liability, subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement, s to bodily injuries and property damage; and broad form property damage liability. Licensor shall be listed as an additional insured, and the shall include a provision that the policy shall not be canceled or materially modified so as to not comply with the provisions of this Section 8(b), without endeavoring to give Licensor thirty (30) days' advance written notice.

(c) Periodically, but no more frequently that every three (3) years during the Term, the Parties shall review and adjust the insurance limits required by this Section 8, to comport with reasonable market fluctuations in the cost of insurance, and to match any increase in the sovereign immunity limits set forth is RSMo §537.610.5.

9. QUIET ENJOYMENT. Licensor covenants that Licensee, subject to performing all of the terms, conditions, covenant and requirements of this License to be kept, observed and

performed, shall, during the Term of the License, peaceably and quietly have, hold and enjoy the interest of the Licensed Premises granted by this License without interference by any persons lawfully claiming by or through Licensor. The foregoing covenant is in lieu of any other covenant, express or implied.

10. **HAZARDOUS MATERIALS.** Licensee may use the Licensed Premises for purposes of staging non-Hazardous Construction Materials required in connection with constructing and installing the Improvements. As used herein, the term “**Hazardous Construction Materials**” shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law (hereinafter defined), including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea formaldehyde insulation). As used in this Agreement, “**Environmental Laws**” shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Substances into the environment, including, without limitation, ambient air, surface, water, groundwater or land, or otherwise relating to the manufacture, processing distribution, use, treatment, storage, disposal, transport or handling of Hazardous Construction Materials, as now or hereafter in effect. Without limiting the foregoing, Licensor and Licensee acknowledge that petroleum-based Hazardous Construction Materials may be used as necessary for paving on the Licensed Premises and Licensee specifically agrees that the presence, handling or use of any such petroleum-based Hazardous Construction Materials as necessary for paving on the Licensed Premises shall, at all time, be in accordance with Environmental Laws. Any such petroleum-based Hazardous Construction Materials shall be present on the Licensed Premises only in the quantity, form, and duration reasonably necessary for paving on the Licensed Premises, and shall be removed in a manner consistent with Environmental Laws immediately upon completion or cessation of paving activities.

11. **TERMINATION.** Licensor may terminate this License upon the occurrence of an uncured default under Section 14 of this License. Termination of this License shall terminate all obligations of Licensor under this License and shall terminate Licensee’s rights of possession under this License.

12. **SURRENDER.** Upon any termination of this License, Licensee shall, at its sole cost and expense, and if required by Licensor, return the Licensed Premises to substantially the same condition as existed prior to the commencement of such construction of the Improvements and in such event, Licensor shall and does hereby grant to Licensee a temporary license on, over, upon, through the Licensed Premises for a term reasonably sufficient to allow Licensee to perform such restoration activities. During the removal of the Improvements, Licensee shall cause all insurance coverages required by this License to remain in full force and effect, and shall provide Licensor evidence of such coverage. Title to the Improvements and any alteration, change or addition thereto shall remain solely in Licensee during the Term of this License. Title to any Improvements remaining upon the Licensed Premises upon the expiration of this License shall vest unto Licensor, without additional writings by or the consent of Licensee.

13. **MECHANIC'S LIENS.** Licensee shall not permit any mechanic's liens, or other liens, to be placed upon the Licensed Premises or the Improvements thereon during the Term hereof, and in case of the filing of any such lien, Licensee shall promptly pay same; provided, however, that Licensee shall have the right to contest the validity or amount of any such lien upon posting security with Licensor which is adequate to pay and discharge any such lien in full if held valid. If Licensee fails to pay or otherwise discharge any lien after thirty (30) days' notice from Licensor that a lien has been filed, Licensor shall have the right and privilege at Licensor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

paid, including expenses and interest, shall be immediately due by Licensee to Licensor and shall be paid promptly upon presentation of bill thereof.

14. **DEFAULT.** Licensee shall be in default of this License if Licensee or its Permitted Users materially fails to perform any other of the obligations hereunder or if Licensee abandons the Licensed Premises, which abandonment shall be evidenced by the removal of the Improvements. Upon a written notice of default by Licensor to Licensee, Licensee shall have a period of fifteen (15) days in which to remedy such default, to the reasonable satisfaction of Licensor. In the event Licensor fails to object to Licensee's cure within 48 hours of Licensee's completion of such cure, Licensee's cure shall be deemed satisfactory to Licensor.

15. **INDEMNIFICATION.** To the extent permissible by law, Licensee agrees to and shall release, waive, defend, indemnify, and hold harmless Licensor and Licensor's Permitted Users (for purposes of this subsection, the "**Indemnified Parties**") from and against any and all damages (including injury, death, damage to property and natural resource damages), penalties, fines, claims, liens, suits, liabilities, costs, judgments, and expenses (including reasonable and necessary attorney's fees) suffered by or asserted against any of the Indemnified Parties arising out of or related to the License and Licensee's or any of Licensee's Permitted Users' use and occupancy of the Licensed Premises, except and to the extent caused by the negligence or intentional misconduct of any of the Indemnified Parties, for which Licensor shall save, defend, and hold harmless Licensee, to the extent of such negligence or intentional misconduct. The indemnification provisions of this Section 15 shall survive the expiration or earlier termination of this License.

16. **ASSIGNING AND SUBLEASING.** Licensee shall not assign, transfer or mortgage any or all of Licensee's right, title and interest in and to this License or sublease any or all of the Licensed Premises, without the prior written consent of Licensor. Licensor may mortgage, assign or sublease the Licensed Premises, notice of which shall be provided to Licensee.

17. **NOTICES.** Unless otherwise designated by like notice in writing by either Party to the other, notices required herein shall be sent by email or reputable overnight delivery service, to Licensor and Licensee at the addresses provided on the first page of this License.

18. **SUCCESSORS.** All of the terms, covenants and conditions of this License shall apply and inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise provided herein.

19. **QUIET ENJOYMENT.** Licensor covenants that Licensee, so long as Licensee is not then in an uncured default under this License, shall and may peaceably and quietly have, hold and enjoy the Licensed Premises during the Term of this License.

20. **COUNTERPARTS.** This License may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one agreement. Signature pages to this License transmitted by facsimile or by e-mail in portable document format will have the same legal effect as manually executed signature pages.

21. **ENTIRE AGREEMENT.** Each Party to this License acknowledges that this License constitutes all of the agreements between the Parties hereto, excepting the Lease, and that no representations, warranties, or other covenants are included except as set forth herein, and this License shall not be recordable, but a "**Memorandum of License**" in usual and customary

form may be executed and acknowledged by the Parties, upon request of either Party, which may be recorded.

22. **REPRESENTATIONS AND WARRANTIES.** Licensor represents and warrants that Licensor has the authority to enter into the transaction contemplated by this License and to carry out its obligations hereunder. Licensee represents, covenants, and agrees as follows:

(a) Licensee has lawful powers and authority to enter into the transaction contemplated by this License and to carry out its obligations hereunder and, by proper action of its member, manager, officer, director, or undersigned individual(s), as applicable.

(b) Licensee shall use commercially reasonable efforts to perform, or cause to be performed by Licensee under the License, and the Improvements, as constructed by Licensee, shall comply in all material respects with all Applicable Laws.

(c) at all times during the Term, Licensee shall lease the Licensed Premises only for the Permitted Use and for no other purpose.

23. **NONDISCRIMINATION, EMPLOYMENT AND WAGES.** Any discrimination by Licensee or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this License, is prohibited.

24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the Parties hereto. It is understood and agreed that no provision contained herein nor any acts of the Parties hereto creates a relationship other than the relationship of Licensor and Licensee.

25. **APPLICABLE LAWS; VENUE.** This License shall be construed under and in accordance with the laws of the State of Missouri, and all obligations of the Parties created hereunder are performable in Kansas City, Missouri. The venue of any action brought pursuant to this Agreement shall be in the Circuit Court of Jackson County, Missouri and the District Court of the Western District of Missouri.

26. **SEVERABILITY.** If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws effective during the Term of this License, then and in that event, it is the intention of the Parties hereto that the remainder of License shall not be affected thereby.

27. **TERMINOLOGY.** Unless the context of this License clearly requires otherwise: (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the words "hereof," "herein," "hereunder," and similar terms in this License shall refer to this License as a whole and not to any particular section or article in which such words appear unless specifically stated. The section and other headings in this License are for reference purposes and shall not control or affect the construction of this License or the interpretation hereof in any respect. All exhibits attached to this License constitute a part of this License and are incorporated herein. All references to a specific time of day in this License shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Kansas City, Missouri).

KCATA BUS STOP GUIDELINES – JULY 2015
Kansas City Area Transportation Authority

28. **CONSENTS.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any person or body in order to give full force and effect to this License.

29. **NO DEFAULTS OR VIOLATION OF LAW.** The execution and delivery of this License, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the Licensor or Licensee are now a party, and do not and will not constitute a default under any of the foregoing.

30. **ADDITIONAL PROVISIONS.** Any term, condition or provision of this License not fully set forth above shall be set forth in writing and appended hereto as **Exhibit C**, and upon mutual written stipulation of Licensor and Licensee to such terms, conditions or provisions, the notation of which shall be set forth upon each and every page appended hereto as **Exhibit C**, such terms, conditions and provisions shall be incorporated by reference as if fully set forth above.

IN WITNESS WHEREOF, Licensor and Licensee execute this License, and the Effective Date of this License, is on the later of the dates hereinafter provided.

[SIGNATURES CONTINUE ON NEXT PAGE]

LICENSEE: KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: _____
Printed Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

ACKNOWLEDGEMENTS

Anthony Bragulla, Facilities Supervisor – Contributor
Chuck Ferguson, Chief Planning Officer- Document Review
Damien Jones, Planner- Coauthor
Dick Jarrold, Senior Director- Contributor
Grazia Xiong, Planning Intern- Author
Keith Sanders, Project Manager –Contributor
Mike Goodman, Transportation Coordinator- Contributor
Randy Stout, Planner-Contributor
Shawn Strate, Planner- Contributor
.....

Questions and comments pertaining to the contents of this report can be sent to:
Dick Jarrold at djarrold@kcata.org

816-346-0356
Copyright 2015, KCATA