

5.0 Environmental Commitments and Mitigation

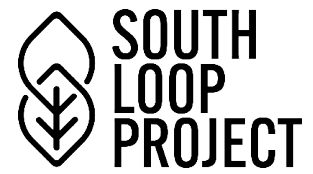
The City of Kansas City, MoDOT, and FHWA commit to adhering to all local, state, and federal laws, rules, and regulations, and will implement all regulatory commitments as listed in this section of the EA.

- 1) The Project Partners will ensure the lateral width of I-670 will not be impacted and, therefore, capacity will not be negatively affected within the project study area.
- 2) The Project Partners will ensure a minimum of 15'6" vertical clearance will be met and included in the final design documentation.
- 3) The City of Kansas City and the Project Partners will obtain design exceptions for any design elements not meeting technical requirements prior to completion of final design of the project.
- 4) The Project Partners will design and implement pedestrian access to the park and across I-670 to be ADA compliant. Additionally, sidewalks and trail facilities will provide ADA connections across the park facility.
- 5) **I-670 Tunnel (Section 2.6.1)** - The contractor in coordination with the City of Kansas City and MoDOT will develop a tunnel safety concept for each construction phase of the project to maintain an adequate level of safety during the entire construction process. Additional traffic management measures will be completed to minimize risks through the tunnel. Tunnel systems would be successively installed, commissioned, and tested in segments.
- 6) **Property Governance (Section 2.6.2)** – The City of Kansas City will obtain a ROW Permit from MoDOT ([Permits | Missouri Department of Transportation \(modot.org\)](#)), which has been coordinated with FHWA, before construction begins.
- 7) **Property Governance (Section 2.6.2) and Parks, Recreation and Section 4(f) Resources (Section 3.5)** - The City of Kansas City will enter into an Airspace Agreement with the Missouri Highways and Transportation Commission to occupy the new property created above MoDOT ROW prior to construction authorization. This agreement will be revocable and terminable, with specific conditions for use. This agreement shall also satisfy provisions under 23 CFR 774.11(i) to establish the property for future transportation improvements. In doing so impacts from the future transportation use are not considered a Section 4(f) impact.
- 8) **Property Governance (Section 2.6.2)** - The City of Kansas City will enter into an agreement with a yet to be formed 501(c)(3) nonprofit entity prior to the completion of construction and opening of the park. This agreement will outline how the property above I-670 will be operated, maintained, programmed, and funded.
- 9) **Environmental Analysis (Section 3.0)** - The Project Partners and MoDOT commit to re-evaluating potential project impacts should the scope of improvements, project limits, existing conditions, or regulations pertaining to some aspect of the project change during design or construction.
- 10) **Neighborhoods and Community Resources (Section 3.3) and Socioeconomic Impacts (Section 3.4)** - The City of Kansas City's City Council will develop a community benefits agreement with the Project Partners of the South Loop Project prior to construction to outline programs and support mechanisms during and after construction that will benefit areas and populations within and beyond the project study area.
- 11) **Neighborhoods and Community Resources (Section 3.3) and Socioeconomic Impacts (Section 3.4)** - MoDOT will ensure a TMP is included in the construction contract to respond to temporary disruptions in travel patterns and travel time. Once developed, the Project Partners in coordination with MoDOT will assess the impacts of the TMP within the framework of NEPA. If the TMP could result in impacts that were not previously reviewed

under NEPA—such as new or additional road closures, access changes, or other circumstances that could cause new or modified impacts to resources, the Project Partners in coordination with MoDOT’s environmental section will review these impacts prior to implementing the TMP.

- 12) **Socioeconomic Impacts (Section 3.4)** - The City of Kansas City will provide information to non-English proficient populations during final design and construction in the following ways:
 - The project website will be available in seven languages: English, Spanish, French, German, Chinese (Simplified), Korean, and Vietnamese;
 - All public meetings will include an option to request an interpreter; and
 - All content publicly provided will be noted as available in alternative languages upon request.
- 13) **Socioeconomic Impacts (Section 3.4)** - The City of Kansas City will continue outreach to various neighborhood, civic, and other organizations as requested and as necessary during final design and construction.
- 14) **Socioeconomic Impacts (Section 3.4)** - The Contractor, in coordination with the City of Kansas City and Transit Agencies, will develop a plan prior to construction to reroute transit services during construction as necessary to maintain connections to community resources and employers.
- 15) **Parks, Recreation, and Section 4(f) Resources (Section 3.5)** - The City of Kansas City and the Two Light Luxury Apartments HOA will review the lease agreement to determine future actions related to the dog park (non-4(f) resource) prior to its closure for construction activities.
- 16) **Right of Way and Displacements (Section 3.7)** - The City of Kansas City will compensate property owners that will incur temporary construction impacts as determined by City of Kansas City, MoDOT, and FHWA guidelines and processes for acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended by the Surface Transportation Assistance Act of 1987 and 49 Code of Federal Regulations, Part 24. Relocation assistance will be made available to all persons and businesses to be relocated without discrimination.
- 17) **Cultural Resources (Section 3.9)** - The Contractor and the City of Kansas City will implement the provisions of the Archaeological Testing Plan and all other provisions as outlined in the Programmatic Agreement, intended to refine the archaeological assessment as identified in the EA and Section 106 Memo.
- 18) **Cultural Resources (Section 3.9)** - The City of Kansas City, MoDOT, and FHWA will continue consultation and coordination with those Tribal Nations that have expressed interest in the project as it progresses to construction.
- 19) **Cultural Resources (Section 3.9)** - In the event that a previously unevaluated cultural resource is discovered during construction, all construction and excavation activities will cease immediately within the area. The Contractor will secure the area, the material will be left in place with no further disturbance, and MoDOT, the Missouri SHPO, FHWA, and Tribal Nations, as appropriate will be contacted immediately.
- 20) **Construction (Section 3.10)** - The Contractor shall ensure that emergency response vehicles have access throughout the corridor during construction. Any detours will be temporary in nature and limited in duration to the period of time required to construct project improvements. These detours will be coordinated with emergency services prior to their implementation.
- 21) **Construction (Section 3.10)** - The Contractors on the project will be required to comply with all applicable local, state, and federal air pollution regulations during construction.

- Additionally, the Contractor and the City of Kansas City will ensure local and regional access to existing rural and urban areas and facilities are maintained during construction.
- 22) **Construction (Section 3.10)** - The Contractor and the City of Kansas City will ensure measures are taken to reduce fugitive dust and other emissions generated during construction. Emissions from construction equipment would be controlled in accordance with emission standards prescribed under state and federal regulations. Materials resulting from construction operations would be removed from the project and disposed of by the contractor. Additionally, burning of construction debris will be prohibited and requirements to properly dispose of all such material off site will be included.
 - 23) **Surface Waters and Water Quality (Section 3.13)** - The Contractor will submit an NOI to obtain a NPDES stormwater construction permit and develop a SWPPP prior to the beginning of construction. The Contractor will be responsible for the monitoring of the BMPs and updating the SWPPP as necessary during project construction. The contractor will also follow BMPs to reduce impacts to groundwater during construction and will also follow recommendations set forth in the TMDLs for the Missouri River. The contractor will also obtain a Site Disturbance Permit from the City of Kansas City per City Code Section 63-25 and prepare an Erosion Control and Sediment Control Plan per Section 63-30 prior to construction.
 - 24) **Surface Waters and Water Quality (Section 3.13)** – The City of Kansas City, in coordination with MoDOT, will create a stormwater management system during final design to control temporary runoff during construction.
 - 25) **Endangered Species (Section 3.16)** - The Contractor will be responsible for adhering to the MBTA. If migratory birds are found to be nesting on the Walnut Street bridge (#A0819) or the Baltimore Avenue bridge (#A0817), or if Peregrine Falcons are occupying the nest box, then a protective Job Special Provision (JSP) will be put in place to avoid conflict with the MBTA and follow up with the MDC will be initiated.
 - 26) **Geology and Soils (Section 3.17)** - The Contractor and City of Kansas City will perform Geotechnical investigations in later design phases to determine precise bedrock and structural loading requirements.
 - 27) **Hazardous Materials (Section 3.20)** - The Contractor will monitor the construction site for hazardous materials during construction. If hazardous materials are encountered during construction, the contractor will cease work at the suspect site immediately. The contractor will contact the appropriate environmental agency, in this case MoDNR, to discuss options for remediation. The MoDNR, EPA, the City of Kansas City, and the contractor will develop a plan for sampling, remediation, and continuation of project construction. Hazardous materials consulting, analytical, and remediation services will be obtained if necessary.
 - 28) **Utilities (Section 3.22)** - The City of Kansas City and Contractor during final design and construction will coordinate with utility companies to minimize the impact of necessary utility relocations. The responsible party for any relocations will obtain the necessary clearances should they occur outside of the project study area. All design work, maintenance, and relocation efforts, of underground and above-ground electric lines throughout the project study area shall be designed based on current practices of the power company, the requirements of the electrical code of the local agency having jurisdiction, and the NESC.
 - 29) **I-670 Tunnel Considerations (Section 3.23)** - The Contractor and the City of Kansas City will adhere to applicable NFPA 502 Standards for Road Tunnels, Bridges, and Other Limited Access Highways as well as all applicable MoDOT and FHWA regulations for the design and construction of the project. The local jurisdictional fire chief will review and approve the final design of the proposed tunnel.
 - 30) If there are changes in the project scope, project limits, existing conditions, pertinent regulations, or environmental commitments, MoDOT will re-evaluate potential impacts prior



to implementation. Environmental commitments will not change without prior written approval from FHWA.