

KANSAS DEPARTMENT OF TRANSPORTATION



POLICY

NON-HIGHWAY USE OF RIGHT-OF-WAY FOR:

**Gateway/Welcome Features
Landscaping & Artwork**

FOREWORD

This policy has been developed under applicable federal and state laws and regulations by the Kansas Department of Transportation (KDOT), in conjunction with the Federal Highway Administration (FHWA), to establish guidelines for temporary non-highway uses of right of way (ROW) for state highways and highways within Kansas that are part of the National Highway System. The guidelines also establish procedures for submission of requests to KDOT for temporary non-highway uses of ROW and to provide consistency in how ROW is used for non-highway purposes across the state. These guidelines are meant to be general in nature and may be modified and/or revised by KDOT in its sole discretion to better fit a given situation or circumstance. In keeping with the idea that KDOT cannot foresee every scenario that a public or private entity may present to KDOT for consideration, this policy was devised to allow for periodic addition, change, and elaboration of content without the necessity of republishing the entire document.

Disclaimer: This document is provided for use by persons outside of the Kansas Department of Transportation for informational purposes. The Kansas Department of Transportation, the State of Kansas, and its officers or employees, by making this document available for use by persons outside of KDOT, do not undertake any duties or responsibilities to any such person or entity who chooses to use the document. It should not substitute for the exercise of engineering judgment by engineers and/or landscape architects. Nor is the document intended to be relied on by others to determine the appropriate manner and method of construction of Gateway Feature, City Identifier, Landscaping, or other projects under their control. It is the user's obligation to make sure that they use appropriate practices and utilize the assistance of appropriate and/or qualified professionals in proposals submitted to KDOT for consideration.

Other Policies: This Policy does not supersede any policies, guidelines, manuals or practices established by KDOT. Persons using this Policy should also review current policies and guidelines in place for bureaus within KDOT, including but not limited to the Bureaus of Road Design, Local Projects, Geotechnical Services and Maintenance.

TABLE OF CONTENTS

Temporary Non-Highway Use of Right-of-Way Policy	4
1. Background	4
2. Purpose and Authority	4
3. Definitions	5
4. General Policies for Non-Highway Use of ROW	7
5. Guidelines for Gateway Features	9
6. Guidelines for Landscaping on Transportation Facility ROW	11
7. Artwork on Transportation Facility ROW	14
Attachment A – Right-of-Way Use Agreement Template	17
Attachment B – Application Process for Non-Highway Use of Transportation Facility ROW	26
1. Process for Reviewing and Approving Gateway Feature Proposals	26
2. Process for Reviewing and Approving Landscaping Proposals	27
3. Processes Applicable to all Proposals	28
Attachment C – Design and Placement of Gateway Features or City Identifiers	30
1. Proposed Features/Identifiers shall:	30
2. Proposed Gateway Features/City Identifiers shall not:	31
Attachment D – Mowing Permit Template	32
Attachment E – Community Identifier Examples	36
Attachment F – Landscaping and Gateway Feature Design Submittal Guidelines	39
1. Sight Distance Triangle	39
2. Clear Zone	39
3. Plantings	39
4. Gateway Features	40
5. Sources of Additional Information	40
6. Typical Intersection Sight Triangle Diagrams	41
7. Interchange Area Diagrams	43

Temporary Non-Highway Use of Right-of-Way Policy

1. Background.

The Kansas State Highway System (SHS) includes National Highway System (NHS) Routes – which include Interstate Routes – and other highways designated by the Secretary of Transportation as being part of the state highway system. Under state and federal requirements, highway right-of-way (ROW) is to be preserved for highway use, and non-highway alternative uses should be allowed only when such uses are in the public interest, consistent with the continued use, operation, maintenance and safety of the highway facility, and do not impair the highway or interfere with the free and safe flow of traffic.¹ ROW for NHS facilities are considered by the Federal Highway Administration to be valuable national assets which are to be maintained for safe operation of traffic and future highway uses. In all instances where a temporary non-highway use is proposed or considered, the safety of the travelling public and the protection and preservation of the nation’s highway capacity are paramount. Any non-highway use of ROW must not distract, disrupt or adversely affect traffic.

The primary purpose of a Transportation Facility is for the safe movement of vehicles and people. State Transportation Facilities are not intended to be forums for public or commercial speech, or facilities on which to display works of art. Transportation Facilities and adjoining ROW are not and shall not be used in a way that could be considered as public forums for speech.

2. Purpose and Authority.

- a. The secretary of transportation (“Secretary”) of the Kansas Department of Transportation (KDOT) has responsibility for and supervision over all state highways and bridges in the state,² and is authorized to allow non-highway uses of state highway right of way that will not interfere with public travel and are in conformity with applicable state and federal laws, rules and regulations relating to highways.³
- b. Under federal regulations, the Kansas Department of Transportation is responsible to control the use of ROW on National Highway System (NHS) facilities,⁴ and to adhere to federal regulatory guidance that real property interests within the approved ROW limits of NHS facilities remain “devoted exclusively to the purposes of that facility and the facility is preserved free of all other public or private alternative uses,” unless such alternative uses are permitted by federal law or regulations of the Federal Highway Administration.⁵
- c. The purpose of this Policy is to (a) set forth KDOT’s guidelines for acceptable temporary Non-Highway Use of ROW on NHS and SHS routes, (b) establish procedures for submission of requests to KDOT for non-highway uses of ROW, and (c) to provide a process for consistent handling of such requests across the state.

¹ 23 CFR §710.403(b); K.S.A. 68-413b

² K.S.A. 68-404

³ K.S.A. 68-413b

⁴ 3 C.F.R. § 710.401 *et seq.*

⁵ 23 C.F.R. §710.403(b)

- d. This Policy does not address Roadside Memorial signs. KDOT administers a DUI Memorial Sign program, known as The Kyle Thornburg and Kylie Jobe Believe Act, under the provisions of K.S.A. 68-444. Information about the program, including program requirements and how to apply, can be found on KDOT's website at <https://kdotapp.ksdot.org/MemorialMarker/index.aspx>. The statute provides how long the signs can remain in place and the Secretary's authority to remove the signs under certain circumstances. Other roadside memorials, consisting of items placed on ROW in memory of person who died while working or traveling on a highway, are not officially permitted by KDOT. KDOT has internal procedures in its Maintenance Manual on how KDOT staff is to address roadside memorials. Under K.S.A. 68-413b, KDOT has the authority to remove memorials if necessary. Questions or concerns about roadside memorials should be addressed to the local KDOT district office.

3. Definitions.

- a. "Access Control" means the condition in which the right of access of owners or occupants of land abutting a highway is controlled by KDOT or another government authority. For purposes of this Policy, the general term "Access Control" shall include Full Access Control and Partial Access Control unless otherwise specified.
- b. "Air Rights" is a legal term previously used in highway terminology under 23 C.F.R. Part 710, which described that area above or below the plane of the Transportation Facility and located within the Right-of-Way boundaries. The term Air Rights is now incorporated into the terms "Real Property" and "Real Property Interest." However, the 2010 "Airspace Guidelines to 23 C.F.R. §710-405 to 710-407"⁶ are still applicable to non-highway uses of Interstate or NHS ROW.
- c. "Applicant" means the Local Entity or private individual or entity that is requesting the use of state highway system ROW for a temporary non-highway use in accordance with this Policy.
- d. "Community Identifiers" or "Community Identification" are proposed alternatives to placement of Gateway Feature in ROW, and include visual images, graphics, or text that identifies a Local Entity and may incorporate attributes of the Local Entity's resources, character, or other defining characteristics. Community Identifiers may be integrated or placed as an aesthetic treatment upon a required engineering feature of a Transportation Facility (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving). A Community Identifier does not include artwork that fails to meet the requirements of this definition.
- e. "Federal Funds" means funding under Title 23 that was used in any phase of a highway project.
- f. "Federal Highway Administration" (FHWA) means a division of the U.S. Department of Transportation which provides stewardship over the construction, maintenance and

⁶ http://www.fhwa.dot.gov/real_estate/right-of-way/corridor_management/airspace_guidelines.cfm.

preservation of the nation's highways, bridges and tunnels. FHWA administers programs and projects with federal funding under Title 23, including overseeing compliance with 23 C.F.R. Part 710.

- g. "Gateway Feature," also commonly known as a Gateway Monument, a City Monument, or a City Welcome Sign, means a freestanding structure and nonintegral or non-required highway feature that communicates the name of a city, county or town ("Local Entity") within any ROW.
- h. "Interstate" means fully-access controlled freeway highway facilities which are designated as part of the federal Interstate system of highways by Federal Highway Administration, U.S. Department of Transportation.
- i. "Landscaping" or "Landscaping Project" means the placement of plant materials, such as shrubbery, trees, flowering plants, and native or ornamental grasses within ROW consistent with an approved landscape design plan. It does not include seeding undertaken for erosion control.
- j. "Local Entity," means a city, county, township, or government of a federally-recognized Indian Tribe.
- k. "Memorial Sign," means signs erected to recognize victims of vehicle accidents cause by a person driving under the influence under a program administered by KDOT in accordance with K.S.A. 68-444.
- l. "National Highway System" (NHS) means a network of strategic highways within the United States, including the Interstate Highway System and Other Principal Arterials.
- m. "Non-Highway Use" means the temporary use of any state highway system real property interest for any purpose other than for the construction, reconstruction, operation, maintenance, expansion, or mitigation of the Transportation Facility.
- n. "Permit" means a "Use of Right of Way Highway Permit" issued by KDOT⁷ granting permission from the Secretary for a Local Entity to conduct work on ROW that has been approved by KDOT under this Policy and documented in a Right-of-Way Use Agreement.
- o. "Policy" means this Temporary Non-Highway Use of Highway Right-of Way Policy.
- p. "Principal Arterial" means urban or rural highways which serve major airports, ports, rail or truck terminals, railway stations, pipeline terminals and other strategic transport facilities, and which are designated as Principal Arterials by FHWA.⁸

⁷ KDOT Form 304, found at http://www.ksdot.org/Assets/wwwksdotorg/DOT_304_Hwy_permit.pdf

⁸ See <https://www.fhwa.dot.gov/map21/qandas/qanhs.cfm> and 23 CFR Part 470.

- q. “Real Property” or “Real Property Interest” means any interest in land and improvements thereon acquired to preserve ROW for a Transportation Facility, as further detailed in 23 CFR §710.105(b).
- r. “Right-of-Way” (ROW) means Real Property acquired for the construction, reconstruction, operation, maintenance, expansion or mitigation of a Transportation Facility. ROW includes, but is not limited to, property within the Access Control limits of a Transportation Facility (where Full or Partial Access-Control exists), and, where Access Control does not exist, property abutting a Transportation Facility and within the ROW limits for the Facility.
- s. “Right-of-Way Use Agreement” means an agreement for a time-limited use of ROW for a Non-Highway Purpose where the use is in the public interest, consistent with the continued operation, maintenance, and safety of the Transportation Facility, and where such use will not impair the highway or interfere with the free and safe flow of traffic, and the terms of which meet the requirements of 23 CFR Part 710.
- t. “State Highway System” (SHS) means all highways of the State of Kansas identified by the Secretary of Transportation as state highways and includes all NHS highways within the state.
- u. “Title 23” means the entirety of regulations contained in Title 23 of the United States Code of Federal Regulations as promulgated by the Federal Highway Administration, U.S. Department of Transportation.
- v. “Transportation Facility,” for purposes of this Policy, means any State Highway System infrastructure, including roads, streets, bridges, parking areas, intersections, interchanges, and other related transportation infrastructure.

4. General Policies for Non-Highway Use of ROW

- a. This Policy governs Non-Highway Use of all SHS ROW. For ROW that is part of the NHS system, the Policy has been drafted to comply with the provisions of 23 CFR Part 710.
- b. All ROW relating to a Transportation Facility is under the control of KDOT and falls under this policy with regard to any non-highway use, whether the ROW was acquired by KDOT or a Local Entity or whether the ROW is held in the name of KDOT or a Local Entity.
- c. Right-of-Way Use Agreements must be for a time-limited occupancy of ROW, with the defined time limit (or term) set forth in the Agreement.
- d. Procedures for identification of excess NHS or SHS ROW that is available for permanent disposal is governed by 23 C.F.R §§710.403 and 710.409 and K.S.A. 68-413b; procedures for identification of excess ROW are established by the KDOT Bureau of Right of Way.

- e. This Policy does not apply to use of SHS ROW for bikeway and pedestrian walkways that are governed by 23 C.F.R. part 652 or use by railroads or utilities.⁹ Park and Ride facilities on NHS ROW are governed by the requirements of 23 C.F.R. §810.106.¹⁰
- f. Non-Highway Uses may be allowed only for ROW in which KDOT or the applicable Local Entity holds sufficient legal right, title or interest in the ROW to permit the Non-Highway Use. In instances where KDOT, or the applicable Local Entity, owns only an easement for highway purposes (rather than owning the property in fee title), KDOT will evaluate whether it believes it can allow the requested Non-Highway Use without creating liability to KDOT (*e.g.*, through an impermissible surcharge of the easement). In situations where KDOT or the applicable Local Entity owns only an easement, the Applicant may be required to provide additional information (such as proof of permission from the underlying fee owner) before the Non-Highway Use may be approved.
- g. Boundaries for ROW on Transportation Facilities, are typically established by the Access Control limits for the facility (where Full or Partial Access-Control exists). However, for purposes of this policy, KDOT, with the assistance and concurrence of FHWA, may delineate the limits of ROW that differ from the Access Control limits or the ROW limits where necessary to protect the functional and safe operation of the Transportation Facility and related interchanges or intersections, or to preserve ROW for future expansion and maintenance of the Transportation Facility. Such delineation may be necessary for Transportation Facilities with non-standard (or atypical) designs or features. Applicants interested in utilizing property within or abutting a Transportation Facility are required to contact KDOT to verify the ROW limits for that facility that are applicable under this Policy.
- h. An Applicant desiring to use ROW for a Non-Highway Use must submit an application to KDOT with all required information as set forth in this Policy.
- i. An Applicant's proposed Non-Highway Use of ROW will be approved only if the proposed use is determined by KDOT and, if applicable by FHWA, to be in the public interest, and consistent with the continued use, operation, maintenance, and safety of the Transportation Facility, and if such proposed use does not impair the highway or interfere with the free and safe flow of traffic.
- j. For any ROW that was obtained with Title 23 funds, KDOT must charge, and the Applicant must pay current fair market value for the Non-Highway Use of the ROW by the Applicant, unless the proposed Non-Highway Use falls under one of the 6 exceptions listed in 23 C.F.R. § 710.403(e)(1-6).
- k. ROW shall not be used for the manufacture or storage of flammable, explosive, or hazardous material, or for any occupation which KDOT or FHWA deems to be a hazard to highway or non-highway users. Structures, buildings or facilities proposed for placement on ROW which utilize combustible materials (such as wood, wood fiber, etc.) that may be fire hazards are also prohibited.

⁹ 23 CFR §710.405 (a)(2).

¹⁰ 23 CFR §710.403(b).

- l. No arches, signs, sign trusses, or other non-transportation related structures or features are allowed to be placed in, or to protrude, span or extend over a Transportation Facility and abutting clear zone.
- m. A proposed Non-Highway Use must not necessitate the installation of any additional safety features or protective structures.
- n. All costs for proposed Non-Highway Uses are the responsibility of the Applicant seeking approval for such use. These financial responsibilities are set forth in detail in the Right-of-Way Use Agreement and include the obligation of the Applicant to hold harmless and indemnify the State of Kansas, KDOT, and the FHWA against any action associated with a permitted non-highway use, as well as costs for design, construction, maintenance and removal (if required) of the permitted features. The Applicant must also agree to comply with all State and Federal nondiscrimination requirements.¹¹
- o. The authorization of any Non-Highway Use of ROW is within the sole discretion of KDOT (and FHWA for Interstate ROW). This Policy should not be considered by an Applicant to create an expectation in or right to use ROW for a desired Non-Highway Use.
- p. All proposed uses of ROW must conform to KDOT's safety and design specifications as set forth in the KDOT Road Design Manual and, if applicable, the KDOT Bridge Design Manual. This includes that the proposed use is consistent with the functional classification of the Transportation Facility involved in the request.
- q. Once a Non-Highway Use has been approved and a Right-of-Way Use Agreement has been executed in accordance with this Policy, no significant revision in the design, construction, or operation of the Non-Highway Use will be permitted without the approval of KDOT and, if applicable, FHWA.
- r. It is not possible for KDOT to anticipate every potential scenario which may be presented by a Local Entity for Non-Highway Uses of ROW. The purpose of this Policy is to establish the process for seeking approval from KDOT for a Non-Highway Use and to generally identify the criteria which will be considered by KDOT in reviewing the requested Non-Highway Use. KDOT will consider proposed uses not contemplated by this Policy on a case-by-case basis within the overarching requirement that the requested use is consistent with the continued use, operation, maintenance and safety of the Transportation Facility, does not impair the highway, does not create a distraction for drivers, does not present any safety hazards to the travelling public using the facility, does not create an increased maintenance burden on KDOT, and does not in other ways interfere with the free and safe flow of traffic.

5. Guidelines for Gateway Features

- a. Gateway Features are discretionary features within the ROW of a transportation corridor. KDOT retains sole discretion for approval of Gateway Features within the ROW, including

¹¹ See 23 CRF Part 710.405(b).

the appropriate size, content, colors and other elements of a proposed feature. For Gateway Features on Interstate ROW, FHWA must concur with KDOT's approval of any proposed structure or installation.

- b. ROW is a valuable asset of the state and national highway systems. The preferred location for Gateway Feature is outside of the ROW. Local Entities should first attempt to identify and acquire the use of private property outside of the ROW before seeking to utilize publicly-owned property. As part of the application process, the Local Entity must describe efforts to obtain private property for a Gateway Feature and justify why use of public ROW is required rather than use of private property.
- c. A Local Entity shall only be allowed to apply for a Gateway Feature or Community Identifier on ROW in situations where the Local Entity's corporate (geographical) boundaries (i.e., city or county limits) are abutting the ROW or the Transportation Facility passes through the Local Entity's corporate limits.
- d. A Gateway Feature may contain the name of the Local Entity and/or the Local Entity's officially adopted seal or a brief slogan. As an alternative to Local Entity's adopted slogan, the Monument may state "[Entity] Welcomes You" or "Welcome to [Entity]." To limit distractions to drivers, other verbiage, slogans, or descriptions are not permitted.
- e. To avoid motorist distraction and visual clutter, a maximum of only one Gateway Feature visible from the traveled way will be allowed per Transportation Facility approach (one in each direction) into a Local Entity. Stated another way, a Local Entity with multiple entrances from a Transportation Facility into the corporate boundaries of the Local Entity may only have one Gateway Feature in each direction for the entire Transportation Facility. For purposes of this provision, existing Gateway Features located on private or public property and within 660 feet of the ROW, and any Community Identifiers incorporated or integrated into an existing Transportation Facility feature, will be considered the one allowed feature for a Local Entity, and no additional Features will be approved on ROW for any Local Entity for that Transportation Facility.
- f. Lighting features and Landscaping may be incorporated into Gateway Features. However, no water features are allowed. Lighting features cannot create a distraction to travelers or present other safety issues. When lighting features require the installation of buried electrical lines, the Local Entity must ensure that it, and any of its contractors or subcontractors, fully comply with all applicable provisions of the Kansas Underground Utility Damage Prevention Act ("KUUDPA") (K.S.A. 66-1801 *et seq.*). The Local Entity shall be responsible for any fees that may be assessed to comply with KUUDPA.
- g. No irrigation system which may require installation of water lines or pipes on or traversing the ROW may be installed for Landscaping which is incorporated into a Gateway Monument.
- h. Financial responsibilities and other terms and conditions associated with a Gateway Feature on ROW will be contained in a Right-of-Way Use Agreement which must be executed by the Local Entity as a condition of approval of any facility on ROW. A sample form of the Right-of-Way Use Agreement can be found in **Attachment A** to this Policy.

- i. An application for a proposed Gateway Feature must be submitted to KDOT as set forth in **Attachment B** to this Policy. Design and Placement criteria for Gateway Feature Proposals are contained in **Attachment C**.
- j. Installation of Gateway Features shall not increase the burden on KDOT for maintenance of the ROW. As part of the Right-of-Way Use Agreement, KDOT may require the Local Entity to accept mowing and other maintenance responsibilities for areas surrounding the Gateway Feature, as agreed upon and delineated within the Agreement. When the Local Entity is required to have mowing responsibilities for areas in which Gateway Features are located, the Local Entity must enter in to a separate Mowing Permit with KDOT. As an alternative, the Mowing Permit may be incorporated into the Right-of-Way Use Agreement. A sample form of a Mowing Permit can be found in **Attachment D** to this Policy.
- k. Gateway Features installed on NHS ROW prior to the effective date of this Policy either (i) under a permit issued by KDOT, (ii) otherwise previously authorized by KDOT, or (iii) currently existing but not authorized by KDOT, may be grandfathered, **providing** the Local Entity which owns or constructed the Feature enters into a Right-of-Way Use Agreement with KDOT. Failure or refusal to enter into a Right-of-Way Use Agreement (or equivalent Permit-type agreement) shall entitle KDOT to require the removal of any existing structure at the Local Entity's expense. Where a Gateway Feature has been constructed on ROW by a private entity (such as a civic group) for purposes of promoting the Local Entity, the Local Entity must agree to assume responsibility for the Gateway Feature by entering into a Right-of-Way Use Agreement with KDOT, or KDOT shall be entitled to remove the existing Gateway Feature. Civic Groups or Private Entities may not enter into Right-of-Way Use Agreements for Gateway Features on any SHS ROW.
- l. Gateway Features will not be permitted within the median areas of a Transportation Facility. This includes medians between divided highways and within the identified ROW limits of a Transportation Facility, including medians within approaches to intersection or interchanges (including those located on city streets) which KDOT and FHWA deem necessary to protect to preserve the functional and safe operation of the interchange.
- m. As an alternative to Gateway Features, Local Entities are encouraged to consider installation of Community Identifiers into existing Transportation Facilities, such as bridge structures. Examples of Community Identifiers are depicted in **Attachment E** to this Policy.

6. Guidelines for Landscaping on Transportation Facility ROW

Landscape Projects are discretionary features within ROW which serve to enhance the aesthetics of a Transportation Facility. KDOT retains sole discretion for approval of Landscaping within any SHS ROW, including the appropriate variety, size, color and type of plant materials included in a Landscape Project. For a Landscape Project requested by a Local Entity to be placed within ROW on Interstate facilities, FHWA must concur with KDOT's approval of any proposal.

- a. Landscaping may be included as part of a Gateway Feature, as a standalone aesthetic enhancement on ROW, or for screening purposes such as for a salvage yard or industrial area.

- b. The overarching purpose of a Landscaping Project should be to enhance the aesthetics of a Transportation Facility. Proposed Landscaping should blend with the natural environment within the area.
- c. Financial responsibilities and other terms and conditions associated with Landscaping on ROW will be contained in a Right-of-Way Use Agreement which must be executed by the Local Entity as a condition of approval of any Landscaping on ROW. A sample form of the Right-of-Way Use Agreement can be found in **Attachment A** to this Policy.
- d. A Landscaping Project shall be situated outside of the clear zone of a Transportation Facility, shall be located outside of any established utility corridor within the ROW, and must meet the criteria contained in **Attachment F** to this Policy. It is the responsibility of the Local Entity to identify in its proposal the location of any utilities within the area proposed for the Landscaping Project, and to establish how the installation of the Landscaping Project will impact any existing utilities or interfere with the future placement of utilities in the established utility corridor. KDOT does not assume responsibility for the risk of damage to or removal of plants within a Landscaping Project required by future installation of utilities in an adjacent established utility corridor.
- e. Landscaping Projects should not be located over drainage structures, including highway storm drain pipes, drainage grates, or stormwater runoff areas, where growth of mature plantings may impede the functionality of the structure, or maintenance of those structures by KDOT may cause damage to or require the removal of established trees, shrubs and other plant material.
- f. Landscaping is not allowed in median areas between divided highways outside of city limits. Within city limits, landscaping is only allowed in median areas when the proposed landscaping meets the criteria contained in **Attachment F** to this Policy. Landscaping and Landscaping materials in other median and island areas within approaches to NHS intersections or interchanges (including those located on city streets), which KDOT and FHWA (if applicable) deem necessary to protect to preserve the functional and safe operation of the interchange may not contain any type of hardscape materials, large rocks, retaining walls, etc., and should consist of low-growing shrubs or low-growing grasses.
- g. No trees, shrubs, or other plant material are permitted in any location, including median areas on city streets which are city connecting links and/or NHS routes, where such tree, shrub, or plant material may interfere with highway safety, traffic visibility, or have the potential to interfere with the operation and maintenance of the adjacent highway and existing utility facilities, or impair standard sight distance in any way. As provided in paragraph 6.w., below, KDOT may remove any existing vegetation in these areas which restricts visibility of traffic control devices, interferes with utility lines or highway lighting, or otherwise is determined by KDOT to interfere with the safety of the travelling public or is inconsistent with this Policy.
- h. Landscape plantings cannot block billboards or on-premise signs or have the potential to grow to a size that would block traffic view of billboards or on-premise signs in the future. The Local Entity may be required to trim or remove trees, shrubs or other plantings which may block visibility of billboards or on-premise signs.

- i. A Landscaping Project that is not part of a Gateway Feature may not contain any type of signs, flags, banners, advertising, or the name of the Local Entity proposing or sponsoring the Project.
- j. No water or lighting features are allowed within Landscaping Projects.
- k. No irrigation system requiring installation of water lines or pipes on or traversing the ROW shall be allowed.
- l. The Local Entity must furnish, install and maintain all plantings. Dead plant material must be removed and replaced with the same or suitable alternative plant materials within a reasonable time.
- m. Installation of Landscaping shall not increase the burden on KDOT for maintenance of the ROW. As part of the Right-of-Way Use Agreement, KDOT may require the Local Entity to accept mowing and other maintenance responsibilities for areas surrounding the Landscaping Project, as agreed upon and delineated within the Agreement. This may include maintenance of the access control fencing when the Landscaping abuts or is in close proximity to the fence. When the Local Entity is required to have mowing responsibilities for areas in which a Landscaping Project is located, the Local Entity must enter in to a separate Mowing Permit with KDOT. As an alternative, the Mowing Permit may be incorporated into the Right-of-Way Use Agreement. A sample form of a Mowing Permit can be found in **Attachment F** to this Policy.
- n. Generally, grass should be removed from the area within Landscaping Projects and some type of ground cover should be utilized to cover bare ground visible between plantings, such as suitable mulching material, small rocks, or planted ground cover.
- o. An acceptable method for weed control or restricting the growth of undesirable or unwanted vegetation, including volunteer trees, should be incorporated into a Landscaping Plan.
- p. Plants that may be detrimental to safety, to the highway, or to adjacent property will not be permitted.
- q. No trees shall be allowed close enough to a Transportation Facility or to a median in ROW to allow root systems to undermine or damage any highway-related structure, such as curbing, sidewalks, or drainage structures.
- r. Landscape Projects should optimize the use of hardy shrubs, trees, grasses and perennial plants that, after establishment, require minimal or no ongoing maintenance or watering. To that end, proposals should not incorporate annual flowers or shrubs which require continual access to ROW for seasonal planting, associated need for ongoing watering of annual plantings, and end-of season clean up and removal. The use of native plantings and the incorporation of indigenous wildflowers is encouraged. However, use of federally-protected plants in a proposed Landscaping Project shall not be allowed and no federally-protected plants can be removed as part of a Landscaping Project.
- s. A Landscaping Project proposal must include a proposed short and long-term maintenance schedule. The short-term maintenance schedule must be of a sufficient length to allow newly installed plant material to survive and reach a state of maturity, which then requires minimal

future maintenance. Maintenance activities during a plant establishment period typically include provision for replacement of dead or damaged plants, watering schedule, pruning activities, periodic replacement of mulch or other ground cover, weed control, rodent and pest control, and other activities required to obtain the long-term survival of planted material. The long-term maintenance schedule must address the period after plant establishment, including periodic pruning activities, spring and end-of-season clean up, ongoing weed removal and control, litter removal, ongoing replacement or refreshment of mulch or other ground covering, and any necessary rodent and pest control.

- t. A Landscaping Project shall provide plans for erosion control during the installation of the Project, as well as an explanation of how mulch or other ground covers will remain in place during heavy rain events.
- u. An application for a proposed Landscaping Project must be submitted to KDOT as set forth in **Attachment B** to this Policy.
- v. Landscaping installed on ROW prior to the effective date of this Policy may be grandfathered, providing the Local Entity which installed and maintains the Landscaping enters into a Right-of-Way Use Agreement with KDOT. Failure or refusal to enter into a Right-of-Way Use Agreement (or equivalent Permit-type agreement) shall entitle KDOT to require the removal of any existing Landscaping. Where a Landscaping Project has been constructed on ROW by a private entity, a Local Entity must agree to assume responsibility for the Landscaping Project by entering into a Right-of-Way Use Agreement with KDOT, or KDOT shall be entitled to remove the existing Landscaping Project. Private Entities may not enter into Right-of-Way Use Agreements for Landscaping Projects on any SHS ROW.
- w. Nothing in this Policy restricts KDOT's right to require the removal of any Landscaping Project or specific vegetation within a Landscaping Project which has grown in size to restrict visibility of billboards or on-premise signs, interferes with utility lines or highway lighting, or otherwise is determined by KDOT to interfere with the safety of the travelling public or inconsistent with this Policy.

7. **Artwork on Transportation Facility ROW**

The purpose of a Transportation Facility is the safe movement of vehicles and people. Transportation Facilities are not intended to be forums for public speech, and KDOT should not allow ROW to be utilized in a manner – such as allowing the installation of artwork – that could be considered as creating a forum for public speech.

“Artwork” includes but is not limited to graphics, designs, murals, paintings, photography, banners, sculptures, pictures or other creative expressions of a visual nature. This policy does not apply to any type of Artwork or visual enhancement that might be approved and integrated into a Transportation Facility as part of a Transportation Enhancement (TE) Project or Transportation Alternative (TA) Set-Aside Project, or any type of design that might be approved and incorporated into a Community Identifier under this Policy.

KDOT recognizes that art, by its nature, is appreciated in a very personal way and may not appeal to everyone equally. What one person considers to be aesthetically or morally pleasing, another person

might find offensive. Additionally, an artistic expression that is widely considered to be socially acceptable today might be widely condemned in the future. KDOT should not evaluate and endorse the merits or content of private expression, and KDOT should not decide what private expression is acceptable and what is not.

Further, Artwork placed on a Transportation Facility has the potential to distract drivers, impairing the safety of the Transportation Facility on which it is installed. The installation, maintenance (including repairing and restoring the Artwork if it has been vandalized or graffitied), and removal of Artwork also implicates potential safety concerns that are not present, or are minimized, by other Non-Highway Uses addressed by this Policy.

Finally, Artwork placed on a Transportation Facility could be protected by the Visual Artists Rights Act (VARA)¹², which, among other protections, allows the creating artist to prevent any mutilation or destruction of his or her work¹³. These VARA protections could potentially impede KDOT's ability to maintain, repair, and, if necessary, remove or replace highway infrastructure, which would degrade the safety and integrity of the SHS.

Based on the foregoing, KDOT has adopted a policy that it will not accept applications for a Non-Highway Use of ROW for the installation of Artwork. KDOT encourages Local Entities to consider enhancing ROW with natural vegetation rather than Artwork. Artists are encouraged to collaborate with Local Entities to identify private, or non-Highway ROW, property on which to display their Artwork.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

¹² 17 U.S.C. § 106A

¹³ 17 U.S.C. § 106A(a)(3)

This Temporary Non-Highway Use of Highway Right-of Way Policy is adopted by the Kansas Department of Transportation Effective the Date signed below by the State Transportation Engineer.

Approved:

KANSAS DEPARTMENT OF TRANSPORTATION

Julie L. Lorenz
Interim Secretary of Transportation
Director of Kansas Turnpike Authority

By: Catherine M Patrick
Catherine Patrick
State Transportation Engineer

1/23/19
Date

By: Ron Seitz
Ron Seitz
Director of Engineering and Design

Approved:

FEDERAL HIGHWAY ADMINISTRATION

By: Richard E. Backlund
Richard Backlund
Kansas Division Administrator

1/29/19
Date

Attachment A – Right-of-Way Use Agreement
(Template Follows on next pages)

\ _____ (Licensee)
Joint Use of Highway Right of Way for \ _____
\ _____ County, Kansas

RIGHT-OF-WAY USE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, is between the Secretary of Transportation of the State of Kansas (the “Secretary”) and \ _____ (“Licensee”), collectively referred to as the “Parties.”

RECITALS:

- A. The Secretary holds an interest in a tract of land that is part of the state highway system as further described in paragraph 1 below (the “Premises”), under the jurisdiction of the Kansas Department of Transportation (KDOT).
- B. Licensee desires to use the Premises for \ _____, as further described in paragraph 2 below (the “Stated Use”).
- C. The Secretary will permit Licensee to use the Premises for the Stated Use, provided such use does not impair the use and safety of the existing public roadway and provided that Licensee maintains the Premises for use as part of the state highway system.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Granting of License; Premises. To the extent of its interest therein, the Secretary hereby grants and empowers to Licensee the right and privilege to use the Premises for the Stated Use (the “License”). The Premises are shown on the diagram in “Exhibit A,” which is attached and incorporated into this Agreement by this reference, and more specifically described as follows:

\ _____

2. Stated Use. The Stated Use of this License is limited to: \ _____. The Parties understand and agree that the Secretary shall have no duty or obligation whatsoever other than allowing the Licensee the right and privilege to use the Premises for the Stated Use.

3. Hunting Prohibition. Licensee acknowledges hunting is expressly prohibited on the Premises and agrees not to use or allow the Premises to be used for hunting purposes.

4. Plans and Specifications.

A. Licensee agrees to prepare, or have prepared, any necessary plans and specifications for the development of the Premises, which must include plans for eradication of improvements and/or restoration of the Premises to its original condition, as applicable. Upon approval by the Secretary or Secretary’s designee and if required under applicable Regulations, the Federal Highway Administration (“FHWA”), the plans by this reference will become a part of this Agreement.

B. Licensee agrees prior review and approval by the Secretary and if required under applicable Regulations, the FHWA, is needed for any revision in the design of the development, from that which was originally approved for construction, or any change in the Stated Use of the Premises. The Secretary’s and FHWA’s approval is for the Secretary’s and FHWA’s benefit only, and such approval is not intended nor

is such approval to be construed as benefitting Licensee, Licensee's contractors or consultants, or any other third party.

- C. Licensee understands and acknowledges its obligation to perform all construction, maintenance or other work under this Agreement in a workmanlike manner in accordance with all generally accepted and prevailing applicable standards. Licensee further agrees to require the contractor to provide a performance bond in a sum not less than the amount of the construction contract as awarded.
- D. If the Secretary determines that continued use of the Premises is or will interfere with KDOT's use of its right-of-way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Licensee will restore the Premises to its original condition prior to the construction of the development.

5. Change in Stated Use. Licensee agrees that any revision to the Stated Use of the Premises must be approved by the Secretary in writing.

6. Licensee Expenses. All costs for the planning, plan preparation, construction, maintenance and other contingencies that may arise in connection with Licensee's use of the Premises will be at the exclusive expense of Licensee.

7. License Fee; Payment. Licensee shall pay the Secretary an annual fee of \$___ dollars per year during each year this Agreement is in effect, with the first annual payment to be paid within thirty (30) days of execution of this Agreement. The annual fee will be prorated for any period that is less than one year.

8. Restrictions on Transfer. Licensee shall not transfer, assign, or convey this Agreement or the License created by this Agreement without the express written approval of the Secretary. Licensee warrants and represents that Licensee is the actual user of the Premises at the time of execution of this Agreement.

9. Taxes. In the event that the Secretary is charged property taxes for the Premises, the Licensee shall be responsible for the payment of such taxes. If the Secretary receives a property tax bill from the appropriate taxing jurisdiction, the Secretary shall forward such bill to the Licensee within fifteen (15) days. The Licensee agrees to pay the property tax bill in full, and provide documentation of such payment to the Secretary at the address below.

10. Term. The term of this Agreement will be for ___ (__) years/months from the execution date of this Agreement, at which time the Agreement and the License granted hereunder will automatically terminate unless otherwise extended or continued by the Parties by written amendment.

11. Termination.

A. The Secretary may terminate this Agreement at any time and for any reason by giving Licensee __ (__) days/months/year written notice of termination. Licensee agrees to restore the Premises to its original condition ___ (__) days prior to the effective termination date at no cost to the Secretary or the FHWA.

B. If Licensee violates any term of this Agreement, or ceases to use or abandons the Premises, the Secretary may terminate this Agreement after giving Licensee written notice of the violation and a period of not less than thirty (30) days to remedy such

violation. If such violation(s) are not remedied and the Agreement is terminated, Licensee shall restore the Premises to its original condition prior to the effective termination date at no cost to the Secretary or the FHWA.

- C. Licensee may terminate this Agreement at any time by giving the Secretary a thirty (30) day written notice of such intent. Licensee shall restore the Premises to its original condition within _ (_) days prior to the effective termination date given by notice at no cost to the Secretary or the FHWA.
- D. In the event Licensee does not restore the Premises as required under A, B, or C above, the Secretary will arrange for its restoration and bill the Licensee for that expense. Licensee agrees to reimburse the Secretary for the cost of such restoration. Licensee shall remain obligated to the Secretary under this subparagraph (D), which hereby expressly survives the expiration or termination of this Agreement.

12. Hazardous Materials Prohibited. Licensee shall not use the Premises to store any hazardous material, to include without limitation any substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (49 C.F.R. 171.8). Further, Licensee agrees the Premises will not be used for any purposes that would constitute a potential fire hazard or any other hazard that would impair the use or safety of the Premises or the public roadway.

13. Safeguards; Maintenance and Repair. Licensee will provide the necessary safeguards to protect the public and the Premises, and to protect the safety and appearance of the highway facility. Licensee agrees to maintain the appearance of the Premises in accordance with all approved plans and specifications, or as otherwise required by the Secretary, and to repair any damages to the Premises caused by Licensee's use of the Premises. Licensee agrees any repair or maintenance required will be made within a reasonable time after written notice has been given to Licensee by the Secretary, or, at the election of Licensee, compensation may be paid to the Secretary for necessary expenses for repairs or maintenance.

14. Indemnification. Licensee expressly agrees and covenants it will defend, indemnify, hold harmless, and save the Secretary, FHWA, and the Secretary's and FHWA's authorized representatives, agents, assigns, and employees, from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Licensee, Licensee's agents, employees, contractors, or subcontractors, or use or maintenance of the Premises by any person. Licensee shall not be required to defend, indemnify, hold harmless and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives, agents, assigns, or employees.

[Alternative language if Licensee is a Governmental Entity]: To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claim Act as applicable, Licensee expressly agrees and covenants it will defend, indemnify, hold harmless, and save the Secretary, FHWA and the Secretary's and FHWA's authorized representatives, agents, assigns, and employees, from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Licensee, Licensee's agents, employees, contractors, or subcontractors, or use or maintenance of the Premises by any person. Licensee shall not be required to defend, indemnify, hold harmless and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives, agents, assigns, or employees.

15. Insurance. Licensee shall carry adequate general liability insurance to cover its obligations under this Agreement. Licensee shall provide the Secretary with a Certificate of Insurance prior to executing this Agreement and annually thereafter upon the Secretary's request.

[Alternative language if Licensee is a Governmental Entity]: This provision is not applicable if the Licensee is a self-insuring Governmental Entity.

16. Purpose of Right of Way and Secretary's Right of Entry. Licensee agrees the primary purpose of the right of way is for construction and maintenance of the state highway system, and that the Secretary and the FHWA reserve the right to enter upon the Premises at any time to construct, inspect and maintain the Premises, or for any other highway purpose. The Secretary agrees to enter the Premises in a manner calculated so as not to unreasonably interfere with Licensee's use of the Premises. If the Secretary anticipates activities under this paragraph may require the disruption of operations of the Premises, the Secretary shall notify Licensee of the need for such activities and the expected period of disruption.

17. Structures. Licensee agrees no permanent structure will be built on the Premises, but the Secretary agrees Licensee may make such temporary improvements as are necessary in order for the Premises to be used for the Stated Use, so long as the temporary improvements are permitted by the designated KDOT Engineer, in writing. Licensee further agrees the Premises will be functional and orderly, in compliance with screening measures required pursuant to KDOT practices and procedures, and properly maintained.

18. Licensee Responsible for Repairs and Providing Alternative Accessible Routes. In the event _____ is temporarily closed or removed for any reason, by Licensee or the Secretary, and for any length of time, it is the absolute obligation and duty of Licensee to provide an alternative accessible path and to comply with all laws and regulations relating to accessibility. Furthermore, in the event _____ needs to be permanently removed for any reason by either Party, including termination of this Agreement, it is Licensee's duty and obligation to provide a permanent alternative accessible path, and to comply with all laws and regulations relating to accessibility.

[Note: If Licensee's improvements will include sidewalk/trail/pedestrian facilities, then keep this paragraph. If NO pedestrian facilities to be constructed, then the text of this paragraph will be deleted, but, KEEP paragraph numbering and the HEADER, and replace text with the words: "Intentionally deleted."]

19. Civil Rights Act.

A. *Non-Discrimination – Construction and Operations*. The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this License for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

(See “Special Attachment No. 1, Rev. 09.20.17” which is attached and incorporated into this Agreement by this reference).

- B. *Non-Discrimination – Use of Facilities.* The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that (1) no person on the ground of race, color or national origin, sex, age, disability/handicap and low income status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, sex, age, disability/handicap and low income status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation or Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.
- C. *Effect of Breach.* In the event of breach of any of the above nondiscrimination covenants, the Secretary shall have the right to terminate the License and to reenter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

20. Signage. Licensee agrees that no on-Premises signs shall be erected on the Premises without the express written consent of the Secretary.

21. No Property Rights. It is understood and agreed by the Parties that this Agreement only creates a license for the use of the Premises for the specific Stated Use and is subject to the terms of this Agreement. It is further understood and agreed by the Parties that this Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Premises to Licensee. Licensee understands and agrees that upon the expiration or termination of this Agreement, Licensee will not qualify for any relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “Uniform Act”), 42 U.S.C. § 4601 et seq.

22. Authority to Execute. Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement for, and all acts requisite to the authorization to enter into this Agreement have been taken and completed.

23. Notices. Each party shall provide the other with written notice or any pertinent correspondence through the following addresses:

To Secretary:

Kansas Department of Transportation
Bureau of Maintenance
Attn: Chief of Maintenance
700 SW Harrison Street
Topeka, KS 66603

To Licensee:

24. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and Licensee and their successors and assigns.

25. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY;
SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers on the day and year first above written.

NAME OF LOCAL ENTITY

By: _____

Name: _____

Title: _____

City of \ _____

STATE OF KANSAS)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

I, Burt Morey, P.E., Deputy Secretary and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Burt Morey, P.E.
Deputy Secretary and State Transportation Engineer

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Burt Morey, P.E., Deputy Secretary and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Attachment B- Application and Approval Process for Non-Highway Use of Transportation Facility ROW

Process for Reviewing and Approving Gateway Features and Landscaping Proposals

Gateway Feature and Landscaping Proposals (“Proposed Enhancements”) are typically developed by the Local Entity that has governmental jurisdiction abutting or over the area where the Proposed Enhancement will be placed. A Local Entity should contact the local KDOT area office to discuss developing a proposal for submittal to KDOT for approval. The Area Engineer or a designee will assist the Local Entity with identifying a suitable location for a Proposed Enhancement. If the proposal involves a Gateway Feature, the Area Engineer/designee will discuss alternatives to a Gateway Feature, including but not limited to locations outside of ROW which the Local Entity could explore, and/or identifying an engineered highway feature that could be utilized for a Community Identifier.

Following discussions with the appropriate area personnel, the Local Entity shall submit a preliminary proposal for the Proposed Enhancement to the KDOT area office.

Preliminary proposals must consist of plans, specifications and other necessary documents prepared, signed and sealed by a licensed landscape architect and/or professional engineer, and must include:

1. For a Gateway Feature Proposal:

- a. An evaluation of alternate locations outside the ROW. This must include a description and documentation of a Local Entity’s efforts to obtain private property for a Gateway Feature, and justification why use of public ROW is required rather than use of private property. The cost of obtaining private property, alone, shall not be considered adequate justification. The Local Entity shall also include justification of why a Community Identifier could not be utilized in lieu of a Gateway Feature.
- b. A list and descriptions of the Local Entity’s existing Gateway Features and Community Identifiers along the Transportation Facility, whether on private property within 660 feet of the Transportation Facility or on ROW.
- c. A full description of the proposed Gateway Feature, including a model or scaled plans, elevations, sections, views from all sides, construction or installation methods, and details necessary to convey the image and identify the exact proposed location on the ROW. The proposal shall detail the proposed color scheme, paint or stain materials, or protective coatings; material safety data sheet for proposed materials; proposed message to be communicated; and other relevant specifications.
- d. Plans for any proposed lighting. KDOT encourages the installation and use of solar power for any Gateway Feature lighting. If the proposed lighting will not be solar powered, the Proposal must include an explanation of why solar power is not feasible. When solar power will not be used, the Proposal must include a description of any electrical utilities to be installed on ROW for the project, plans showing the exact location on the ROW where required electrical utility lines will be installed, and an acknowledgement by the Local Entity that it will maintain electrical utility lines in accordance with the plans, as proposed, and will be responsible for all utility

costs associated with the Proposed Enhancement.

- e. Proposed maintenance plan and schedule for the Gateway Feature, including maintenance of the area surrounding the Feature, and the proposed access plan onto ROW for any routine maintenance.
- f. Submitted plans for a Gateway Feature must be signed and sealed by a professional engineer.
- g. For any Landscaping incorporated within a proposed Gateway Feature, submitted plans must also meet the requirements for a Landscaping Proposal, as detailed below, and must also be signed and sealed by a licensed landscape architect.

2. For a Landscaping Project Proposal:

- a. A list and description of the Local Entity's existing Landscaping or Landscaping Projects on ROW at other locations within or along any Transportation Facility.
- b. A full description of the proposed Landscaping Project, including plans signed and sealed by a licensed landscape architect depicting placement of plantings, elevations, sections and details necessary to convey the exact proposed location on the ROW, view from all sides, planting and plant materials, images of proposed plants, size and dimension of plants at full maturity, and construction or installation methods. The Proposal shall also include a certification by the landscape architect that the proposed plants are not federally protected, and are not detrimental to safety of travelers, to the highway, or to adjacent property.
- c. The submitted plans shall also identify any drainage structures within or nearby the area proposed for the Landscaping Project, including highway storm drain pipes, drainage grates, or stormwater runoff areas, where growth of mature plantings may impede the functionality of the structure, or maintenance of those structures by KDOT may cause damage to or require the removal of established trees, shrubs and other plant material.
- d. If a Landscaping Project is proposed within a median area of a Transportation Facility, including medians located on city streets within close-proximity to approaches to NHS intersections or interchanges which KDOT and FHWA deem necessary to protect to preserve the functional and safe operation of the interchange:
 - a licensed landscape architect must certify that shrubs, grasses and plants will not exceed 36 inches above crown grade. For any trees proposed for installation in medians on city connecting links or NHS routes within cities, the size of trees is governed by the speed limit established for the route and must not exceed that shown in **Attachment E**. The landscape architect must certify that mature trees will not exceed the allowable size for that facility, that mature trees will not have branches that overhang any travelled lanes or roadway, and that the root systems of mature trees will not undermine or damage curbing, sidewalks, or other highway-related features; and
 - a licensed professional engineer must certify that the proposed plant material, including trees, at maturity, will not inhibit or block sight distance, impair the visibility of drivers, or interfere with the functional use and operation of the Transportation Facility.
- e. For trees included in the proposed Landscape Project, the signing and sealing

landscape architect must certify that no trees will, at maturity, block visibility of any billboards or existing on-premise signs, and will not grow to a height that will interfere with any existing overhead utility lines or impair the visibility or effectiveness of existing highway lighting and traffic control devices.

- f. Details of proposed use of mulching, rock or other ground cover (included planted ground cover).
- g. Details of plans for erosion control during the installation of the Project, as well as an explanation of how mulch or other ground covers will remain in place during heavy rain events, or will be replenished from one growing season to the next.
- h. A proposed short and long-term maintenance schedule. The short-term maintenance schedule must be of a sufficient length to allow newly installed plant material to survive and reach a state of maturity which then requires minimal future maintenance. Maintenance activities during a plant establishment period typically include provision for replacement of dead or damaged plants, watering schedule, pruning activities, periodic replacement of mulch or other ground cover, weed control, rodent and pest control, and other activities required to obtain the long-term survival of planted material. The long-term maintenance schedule must address the period after plant establishment, including periodic pruning activities, spring and end-of-season clean up, ongoing weed removal and control, litter removal, ongoing replacement or refreshment of mulch or other ground covering, and any necessary rodent and pest control.

3. For all Proposed Enhancement proposals:

- a. Proposed Enhancement location, showing established utility corridors, existing topography, and dimensions and offsets to ROW lines, edge of pavement, centerline, the clear recovery zone.
- b. Identification of the location of existing utilities within or near the area proposed for the Proposed Enhancement, and indication of how the installation of the Landscaping Project will avoid impacting any existing utilities or not interfere with the future placement of utilities in any established utility corridor.
- c. Proposed traffic control plans and specifications to be used during construction.
- d. Proposed schedule for commencing and completing project installation.
- e. Projected lifespan.
- f. Access Plan onto ROW for maintenance activities, including maintenance during plant establishment period and routine maintenance.

4. After receiving the preliminary proposal, the Area Engineer/designee will review the Enhancement Project proposal for compliance with this Policy. After the Area Engineer/designee's review, through the inter-agency review process, KDOT staff will review the submittal for compliance with safety requirements, compatibility with the Transportation Facility character and aesthetics, compliance with this Policy and incorporated guidelines, and **consistency with other approved or installed features across the state installed under this Policy.**

5. KDOT personnel will advise the Local Entity of constraints or other concerns, solicit additional documentation or exhibits, or may request changes to the scope of work. The Local Entity must address all comments, make appropriate revisions, and resubmit the

proposal to the Area Engineer/designee, who will re-submit it for inter-agency review as a qualified preliminary proposal. The preliminary proposal can be returned to the Local Entity for revision at any time before final approval.

6. If the proposed Enhancement Project is on Interstate ROW, after final approval by KDOT, KDOT shall submit the project to FHWA for its concurrence. Any concerns identified by FHWA must be addressed to the satisfaction of KDOT and FHWA before final approval.

7. Upon final approval by KDOT (and concurrence by FHWA, if required) the Local Entity and KDOT shall execute a Right-of-Way Use Agreement and, if necessary, a Mowing Permit. Following execution of the Agreement, the Local Entity shall apply for and receive a Permit to allow the Local Entity to enter ROW to complete the construction of the Enhancement Project. **Construction of the project may not commence until final execution of the Agreement and issuance by KDOT of the Permit to the Local Entity.**

8. After construction is complete, the Area Engineer should verify the Enhancement complies with the proposal and plans approved by KDOT. If requested, the Local Entity shall provide as-built plans to KDOT. The District Office will maintain a copy of the Enhancement Project proposal, approval documents, Right-of-Way Use Agreement, and as-built information.

9. In addition to the District Office, the Bureau of Maintenance will receive a copy of the executed Right-of-Way Use Agreement. The Agreement will be maintained and inventoried in accordance with 23 C.F.R. § 710.201(e)(2).

Attachment C- Design and Placement of Gateway Features or City Identifiers

Proposed Features/Identifiers shall:

1. Be Freestanding (Gateway Features).
2. Be located on ROW (Gateway Features) or a Transportation Facility (City Identifiers) which abuts or is within the geographical and jurisdictional boundaries of the Local Entity.
3. Include, to the extent possible, approved protective graffiti coatings.
4. Be developed to require low or no maintenance to minimize exposure of workers and others to potential risks.
5. Be located where maintenance can be safely performed, as specified in the Use of Highway Right-of-Way Permit, and in conformance with KDOT procedures.
6. Be appropriate to its proposed setting and community context.
7. Be in proper size and scale with its surroundings. The maximum size shall fit within 353cubic feet. The width shall not exceed 20 feet and the height shall not exceed 20 feet above existing grade.
8. Be composed of durable materials that are suited for the projected life span of the Monument.
9. Conform to provisions of the Outdoor Advertising Act.
10. Be located outside the clear recovery zone, placed such that there will be minimal likelihood of being struck by an errant vehicle. Generally, Gateway Monuments should be located a minimum of 52 feet horizontally or 8 feet vertically up-slope from the edge of the traveled way. The proposed location for all Gateway Monuments shall be reviewed by KDOT for safety considerations.
11. If unable to locate outside of the clear recovery zone, shall be shielded behind existing guardrail, barrier or other safety device. However the installation cannot interfere with the operation of the existing guardrail, barrier or safety device.
12. Be subject to the review and approval of the Department in consideration of design, size, and scale for appropriate integration on urban or rural highway features, safety of the travelling public, preservation and protection of the Transportation Facility, and compliance with the KDOT Road Design Manual.

Proposed Gateway Features or City Identifiers shall not:

1. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
2. Contain any displays of any sort, including advertising, decorative banners, flags, flag poles, or images of flags.
3. Display telephone numbers, street addresses, or Internet addresses.
4. Interfere with airspace above the roadway.
5. Create a distraction to the motoring public, for example, text or verbiage shall be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
6. Include reflective or glaring surface finishes.
7. Include illumination that impairs or distracts the vision of highway system users, such as blinking or intermittent or moving lights, including changeable message signs, digital displays, or lighted static displays such as LED. Other lighting may be permitted, such as ground-mounted up-lights.
8. Include moving elements (kinetic art) or simulate movement.
9. Neither interfere with official traffic control devices nor interfere with the operational ROW above the roadway surface.
10. Be placed upon trees or painted or drawn upon rocks or other existing natural features within ROW.
11. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Manual on Uniform Traffic Control Devices.
12. Restrict sight distance.
13. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided, and will be allowed only with written approval of KDOT.
14. Negatively impact existing highway features, including existing signs, irrigation systems, necessary drainage patterns, and facilities.
15. Include water features of any sort.
16. Include any irrigation or watering system which may require installation of water lines or pipes on or traversing the ROW.
17. Be located within the center median between lanes of traffic or within medians in interchanges.
18. Protrude or span over travel lanes or roadbeds.
19. Require the placement of any protective device, such as guardrail, barrier or other safety device.

Attachment D- Mowing Permit

KANSAS DEPARTMENT OF TRANSPORTATION
Bureau of Maintenance

HIGHWAY PERMIT LITTER REMOVAL AND MOWING OF RIGHT OF WAY

THIS AGREEMENT is made and entered into between the Secretary of Transportation of the State of Kansas (the "Secretary") and _____ [City or County] _____ (the "Petitioner").

The Secretary has jurisdiction over highway rights-of-way within the State Highway System of Kansas and believes it is in the interest of the citizens of the State of Kansas to permit the Petitioner to remove litter and mow on and along certain portions of highway rights-of-way.

The Petitioner requests permission and authority from the Secretary to perform litter removal and mowing on and along State Highway System rights-of-way under the jurisdiction of the Kansas Department of Transportation (KDOT) ("KDOT right-of-way"), as further described in paragraph 1, below.

The Secretary has delegated full and complete authority to the KDOT District Engineers to execute Highway Permit Agreements ("Permits") for and on the Secretary's behalf.

In consideration of the permission granted by the Secretary to remove litter and mow on and along KDOT right-of-way, the following terms and conditions are mutually agreed to by the Petitioner and the Secretary:

1. Grant of Permission; Location of Right-of-Way. The Secretary hereby grants Petitioner permission to remove litter from and mow the KDOT right-of-way shown on the diagram in Exhibit A, which is attached and incorporated into this Permit by reference.
2. Equipment; Labor. The Petitioner shall furnish all equipment, labor, and material necessary to complete the work described in this Permit.
3. Term. This Permit shall be valid upon signature of the KDOT District Engineer and shall remain valid until [Date] _____.
4. Initiation and Completion of Work. Petitioner shall notify the KDOT Area Office at [Phone # or Email] _____ before any litter removal or mowing is initiated and again when such litter removal or mowing is completed.
5. Contracts by Petitioner with Contractors. The provisions of this Permit are applicable to the Petitioner and any employee, agents, contractors or subcontractors (collectively "Contractors") of Petitioner. **This Permit shall be attached to and incorporated by reference into any contract entered into by the Petitioner with a Contractor to perform mowing or litter removal on KDOT right-of-way.** The Petitioner is responsible for ensuring that any Contractor hired for mowing operations to be performed on KDOT right-of-way has the requisite experience and qualifications to properly and safely perform such work. A copy of the Permit must be in the possession of mowing and litter crews and available for inspection by KDOT personnel at any time that mowing or litter crews are operating on KDOT right-of-way.
6. Roadside Mowing Requirements.
 - A. Mowing by the Petitioner or Petitioner's Contractor shall be performed only within those areas defined in Paragraph 1, and incorporated Exhibits, of this Permit.

- B. The Petitioner or Petitioner's Contractor shall not mow KDOT right-of-way below a height of four (4) inches.
- C. It is the sole responsibility of the Petitioner to perform weed-eating and to spot mow to maintain a safe and neat appearance in the designated mowing areas. This includes weed-eating and spot mowing around highway features on KDOT right-of-way, including, but not limited to: drainage facilities, signs, guardrail, fencing, trees or other landscaping. KDOT reserves the right to direct the Petitioner to mow areas within the designated routes that have been neglected or are causing sight distance or drainage issues.
- D. The Petitioner or Petitioner's Contractor shall not leave any mowing equipment overnight on KDOT right-of-way. Any equipment parked on the right-of-way for short periods, such as lunch breaks, shall be parked outside of the clear zone.
- E. If any area to be mowed is on access-controlled right-of-way, the Petitioner shall work with KDOT to determine where the mowing equipment should enter the area.
- F. Petitioner or Petitioner's Contractor shall not mow 3:1 or steeper slopes without special equipment. If the operator of mowing equipment will be endangered or if the slope may be damaged by spinning or sliding tires, the Petitioner or the Petitioner's Contractor shall not mow the slope.
- G. No mowing should be done in areas with wet or sandy soil which cannot support equipment without rutting or damage to the area.
- H. No general spraying for weed control or other purposes is allowed on KDOT right-of-way; spot spraying only is allowed.

7. Native Plants and Wildflower Areas.

- A. Native Plants: Redbud Trees and Native Sumac, Sand Plum, Grey Dogwood, Choke Cherry, or Elderberry Shrubs, shall not be mowed unless it is a potential safety hazard. Mowing of these plantings shall not occur without consultation with and approval of KDOT.
- B. Wildflower and Milkweed: Mowing is strictly prohibited within any wildflower or milkweed enhancement areas developed by KDOT or others through local partnerships and which are marked with the standard wildflower logo sign. The Petitioner shall annually monitor these areas for invasion by noxious or other weeds, including smooth brome and tall fescue, and treat in accordance with the latest recommendations by the KDOT Environmental Section, the Kansas State Extension Service, NRCS, or other qualified Agronomy Specialist. Only spot spray is allowed within these areas.

8. Safety. The Petitioner shall ensure that all employees, agents, or Contractors of the Petitioner are properly trained to perform mowing and litter removal on KDOT right-of-way. Minimal safety measures include the following:

A. Mowing activities:

1. Use flashing or revolving lights when operating mowing equipment on or adjacent to the travel way.
2. Display slow moving vehicle placards.
3. Seatbelts must be worn at all times when operating equipment on KDOT right-of-way.
4. ANSI Class II or III Safety vests must be worn at all times by those on KDOT right-of-way.
5. Be alert for holes or soft spots which may cause equipment to roll when operating on slopes.
6. Mow in such a manner that cuttings and debris are ejected away from the travel way. Mowers may be operated against the direction of traffic only when necessary to accomplish this.
7. Mowing shall be performed only during daylight hours.
8. Use caution when equipment is moved across lanes of traffic to mow medians.
9. Mowing operators should avoid having mowing equipment on highway shoulders. Turning movements should occur within the mowing area, and not on highway shoulders. Caution should be used whenever equipment is near or on the highway shoulders.
10. Mowing should not be performed during inclement weather.

11. Mowing and weed-eating activities cannot interfere with the safe operation of the highway, including interference with vehicles in the travel lanes of the highway or vehicular use of shoulders.
12. Mowing operators cannot stop or direct traffic.
13. Avoid mowing near maintenance or construction activities.

B. Litter Removal:

1. ANSI Class II or III Safety vests must be worn at all times.
2. Litter removal should be conducted prior to mowing operations.
3. All litter removal activities must be accomplished during daytime hours.
4. Litter removal personnel should face oncoming traffic and be prepared to move out of the way of vehicles in an emergency situation.
5. Trash bags must be a bright color, be placed off the paved surface, and removed within 24 hours.
6. Trash bags cannot be placed around road signs.
7. Litter removal personnel cannot interfere with, stop, or direct traffic.
8. All vehicles used by litter removal personnel must have flashing or revolving lights.
9. Use caution when crossing traveled sections of roadway.
10. Do not pick up litter on bridges, underpasses, or overpasses.
11. Litter crew personnel should not use headphones or cell phones while on the right of way.
12. Stay clear of any maintenance or construction activities.

9. Damage to KDOT Property. Petitioner shall indemnify the Secretary from any damage to KDOT property, including but not limited to signs, guardrail, fencing, and drainage structures, arising out of acts or omissions of the Petitioner, its employees, agents, or Contractors. The Secretary is not responsible for any physical injury or property damage suffered by the Petitioner, its employees, agents, or Contractors, resulting from defects or obstacles that may exist on KDOT right-of-way. The Petitioner and its employees, agents and Contractors assume all risk for personal injury or property damage arising out of work performed under this Permit.

10. Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Petitioner expressly agrees and covenants it will defend, indemnify, hold harmless, and save the Secretary, the Federal Highway Administration (FHWA), and the Secretary's and FHWA's authorized representatives, agents, assigns, and employees, from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions of or work performed under this Agreement by Petitioner, Petitioner's agents, employees, or Contractors, or use or maintenance of the highway right-of-way by any person. Petitioner shall not be required to defend, indemnify, hold harmless and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives, agents, assigns, or employees.

11. Insurance. Any contract entered into between the Petitioner and a Contractor for work to be performed under this Permit shall require the Contractor to carry "General Liability" insurance under an occurrence policy that has a minimum combined single limit of \$2,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Premises-Operation, Underground Hazard, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury. Petitioner's Contractor shall carry "Worker's Compensation and Employer's Liability" insurance that complies with Kansas Statutes. Petitioner's Contractor shall carry "Automobile Liability" insurance under an occurrence policy that has a minimum combined single limit of \$1,000,000.00 for personal injury and property damage and that contains the following coverage: Comprehensive Form, Owned, Hired, and Non-Owned. The Secretary of Transportation for the State of Kansas, the Kansas Department of Transportation, and the Federal Highway Administration must be listed as additional insureds on any insurance, such that any and all coverage available to the Petitioner's Contractor is applicable to the additional insureds. This Permit shall not take effect unless the Petitioner provides the Secretary a "Certificate of Insurance" confirming the Petitioner's Contractor carries insurance in the amounts and type this Paragraph requires. Petitioner's Contractor shall obtain

insurance only from insurers authorized by the Kansas Commissioner of Insurance. The "Certificate of Insurance" shall include a clause requiring the insurer to notify the Secretary thirty (30) calendar days in advance of a change in, or cancellation of, the insurance contracts. The Petitioner's Contractor shall maintain the insurance required by this Paragraph as long as this Permit is in effect.

12. Environmental Liability and Indemnification. Petitioner shall comply with all applicable federal, state, and local statutes, regulations, and ordinances relating to environmental protection, and health and safety in Petitioner's acts on KDOT right-of-way. Petitioner assumes all risk and liability for, or resulting from, any environmental condition caused by or arising out of Petitioner's acts or omissions on the highway right-of-way. Petitioner shall indemnify and hold harmless the Secretary against all liability, cost, expense, and fines incurred by, or levied against, the Secretary under any federal, state, or local environmental law, regulation, or ordinance resulting from Petitioner's breach of this Paragraph or as a result of Petitioner's acts or occupation of the highway right-of-way pursuant to this Permit.

13. Violations. Violations of any term of this Permit may result in revocation of the Permit and denial of any future mowing Permit.

This Permit is hereby accepted and its provisions agreed to by the Parties as of the date signed by the KDOT District Engineer below.

PETITIONER:

KANSAS DEPARTMENT OF TRANSPORTATION:

CITY/COUNTY OF _____

RECOMMENDED BY:

By: _____
Signature

Signature

Printed Name

Printed Name and Title

Title

PERMIT APPROVAL:

BY: _____
District Engineer

Contact Email

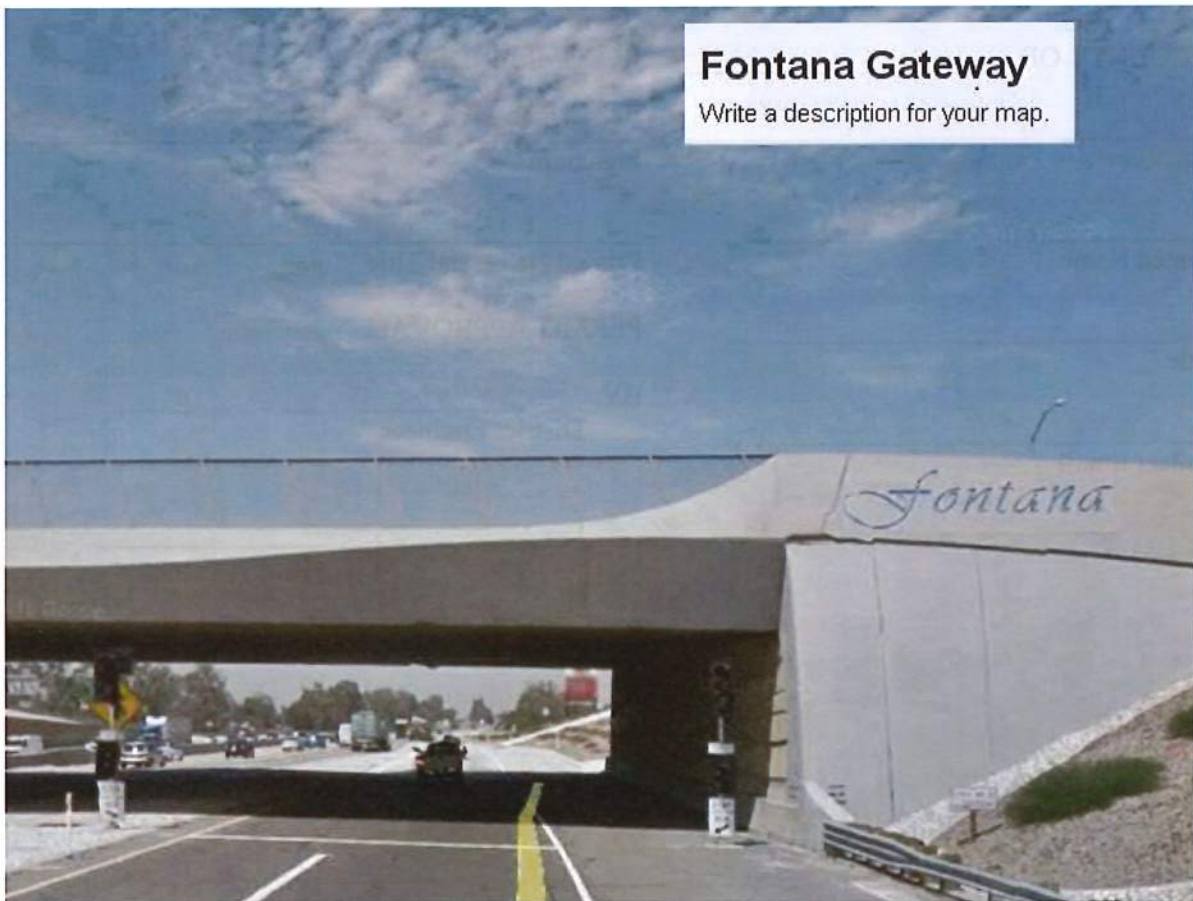
Date

Attachment E- Community Identifiers

Community Identification/Identifiers and Gateway Monuments compare as follows:

	May Include Text	May Include Graphics and Images	Freestanding Structure or Sign	Integrated With or Placed Upon a Required Engineered Transportation Feature
Community Identification	Yes	Yes	No	Yes
Gateway Monuments	Yes	Yes; limited to seal, brief slogan or welcome message	Yes	No

Examples of Community Identifiers or Community Identification:



Examples of Community Identifiers or Community Identification:

Rialto Gateway
Write a description for your map.



March Airforce Base
Write a description for your map.



Examples of Community Identifiers or Community Identification:



Kyle Parkway City Identifier on bridge structure over I-35 in Austin, TX. City seal is above central bridge pier.

Attachment F

Landscaping and Gateway Feature Design Submittal Guidelines

Landscaping, beautification, special signing and other aesthetic treatments on KDOT right-of-way or within the proximity of an interstate, national or state route interchange or intersection will comply with the following guidelines.

Designs must adhere to those set forth in the AASHTO Geometric Design of Highways and Streets (Greenbook) and The AASHTO Roadside Design Guide (RDG).

Sight Distance Triangle: The length of the legs of this triangular area, along both intersecting roadways, should be such that the driver can see any potentially conflicting vehicles in sufficient time to slow, stop, or avoid other vehicles. See Greenbook for further information.

Clear Zone: The clear zone is the unobstructed, traversable area provided beyond the edge of the through traveled way for the recovery of errant vehicles. It is based on speed, average daily traffic count (ADT) and roadside slope. See RDG for further information. Clear Zone is not the same as the city or county mandated setback.

Plantings

No trees or plants with a mature trunk diameter of 4-inches or greater will be located within the Clear Zone of the traveled way.

The attached diagrams show clear Sight Distance Triangles at typical intersections. No shrubs, ground cover, or decorative grasses that reach a mature height of more than 36 inches above the roadway will be planted within the clear Sight Distance Triangles of an intersection, interchange, ramp terminal or gore area.

Landscaping at roundabouts should additionally follow Chapter 9 of the Kansas Roundabout Guide, 2nd Edition. Refer to this chapter for additional Sight Distance Triangles and clearances regarding center island landscaping.

A clear vision window from 36 inches to 10-feet measured above the roadway will be present along all streets in KDOT right-of-way and within the functional area of all highway or ramp intersections.

The attached "Interchange Area Diagrams" depict what KDOT considers to be Median, Island, and Gore areas, for the purpose of this Policy, for various types of interchanges.

Plantings in Medians

For medians between opposing traffic within city limits:

- With speeds 45 mph or greater:

No trees.

No bushes, decorative grasses, flowers or ground cover within the Clear Zone. Outside of Clear Zone, no plants taller than 36 inches above crown grade of roadway.

No hardscape.

Landscaping cannot interfere with highway function, safety, or drainage.

- With speeds less than 45 mph:

Trees must comply to guidelines set forth in this policy. Trees must be placed a minimum of 6-feet from back of curb or, if no curb is present, outside Clear Zone. Trees must not be placed within Sight Distances Triangles of intersections or entrances.

Bushes or decorative grasses must be placed a minimum of 6-feet from back of curb or, if no curb is present, outside Clear Zone. Bushes or decorative grasses taller than 36 inches above road grade must not be placed within Sight Distance Triangles of intersections or entrances.

No hardscape within Clear Zone unless flush with top of curb and incorporated into a raised median, i.e. pavers. Hardscape protruding above top of curb must be a minimum of 6-feet from back of curb. Landscaping cannot interfere with highway function, safety, or drainage.

Gateway Features

Structural Gateway Features and/or community identification signs will be located outside the horizontal roadway Clear Zone, and not exceed 36 inches above grade if within the Sight Distance Triangles of an intersection, interchange, or ramp terminal. No Gateway Features will be located within medians or islands.

For more information:

KDOT Policy on Vegetation Management for Outdoor Advertising Signs (2008)

<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/VegMan/Policy%20on%20Vegetation%20Management%20for%20Outdoor%20Advertising%20Signs%20-2018.pdf>

KDOT Advertising Signs in Kansas Brochure

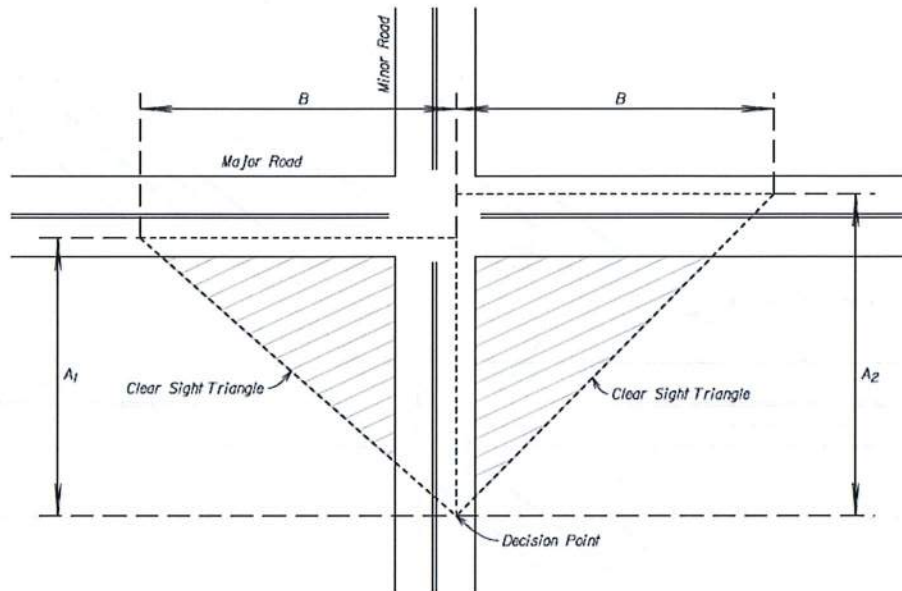
<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/beaut/WebsiteOutdoorAdvBrochure%20revised%2017.pdf>

KDOT Application for Directional and Official Signs

<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/beaut/Application%20for%20Directional%20and%20Official%20Signs%2017.pdf>

Attachment F

TYPICAL INTERSECTION SIGHT TRIANGLES

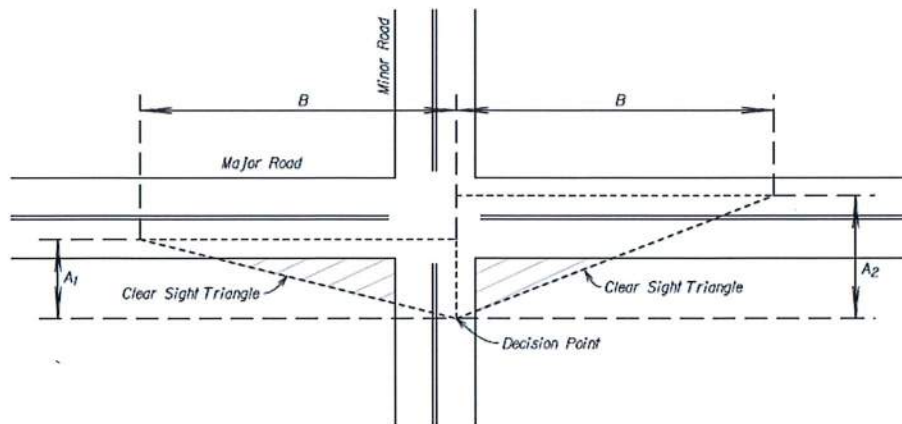


Approach Sight Triangles (Uncontrolled or Yield-Controlled)

-A-



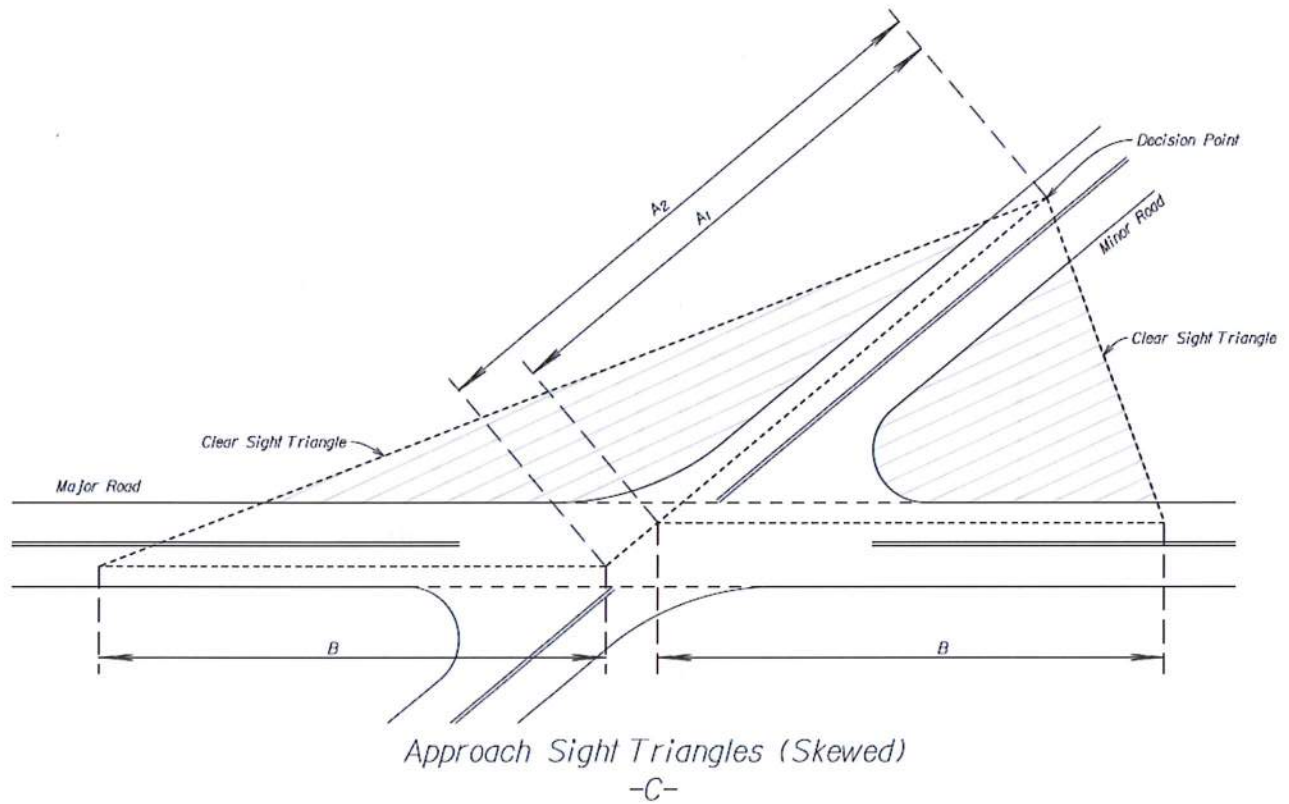
Maintain Clear Vision Window within Clear Sight Triangle



Departure Sight Triangles (Stop-Controlled)

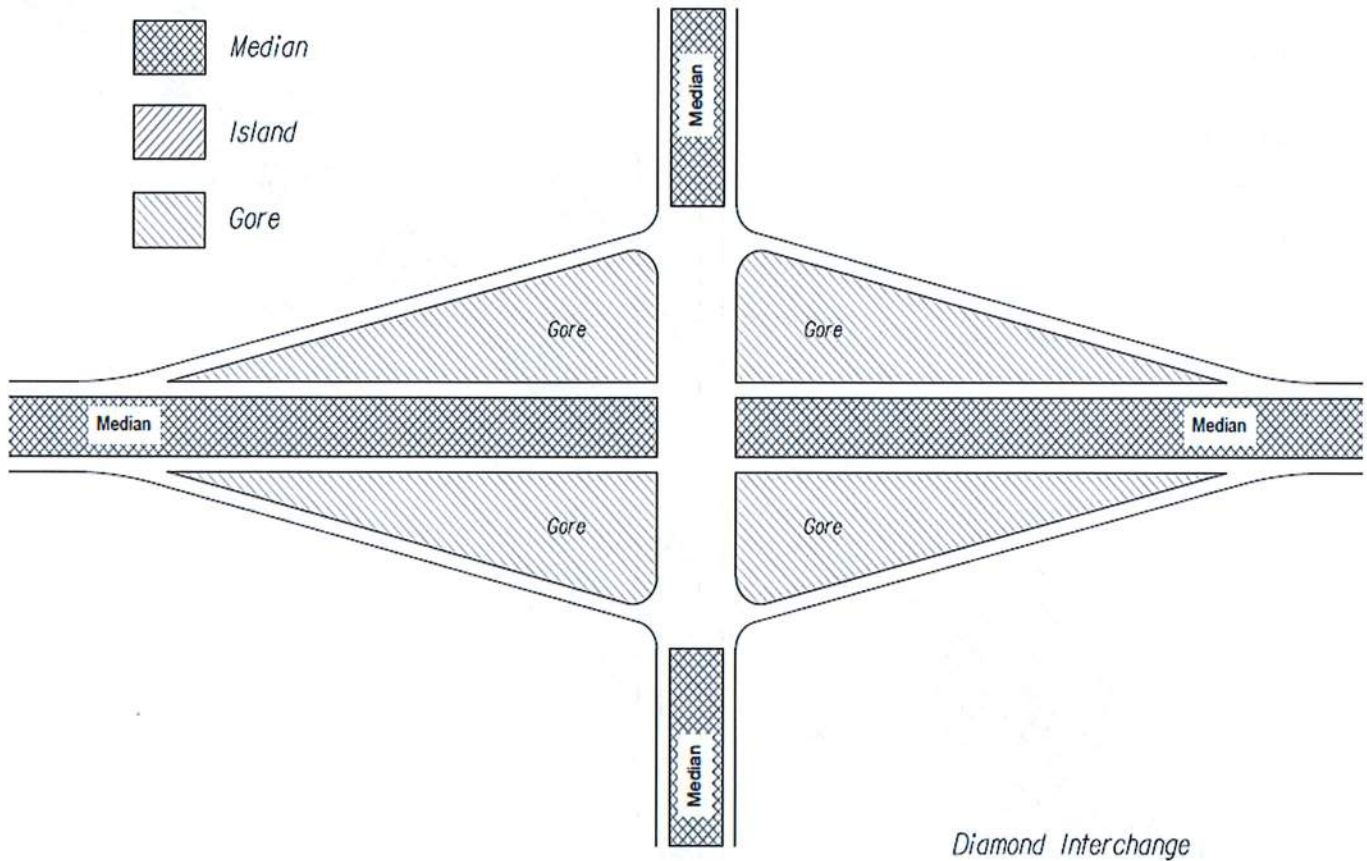
-B-

TYPICAL INTERSECTION SIGHT TRIANGLES






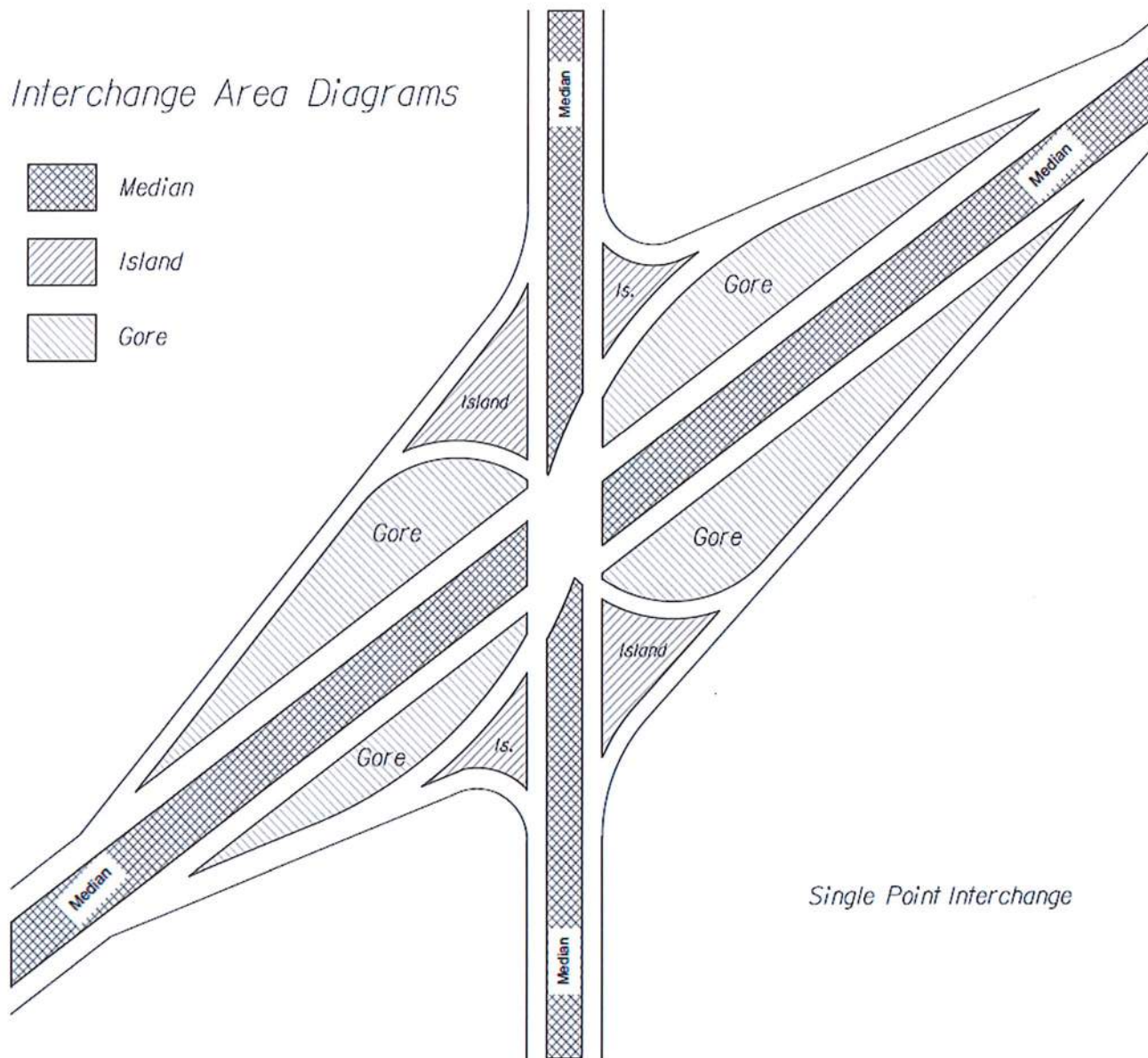
 Maintain Clear Vision Window within Clear Sight Triangle

Interchange Area Diagrams






Interchange Area Diagrams

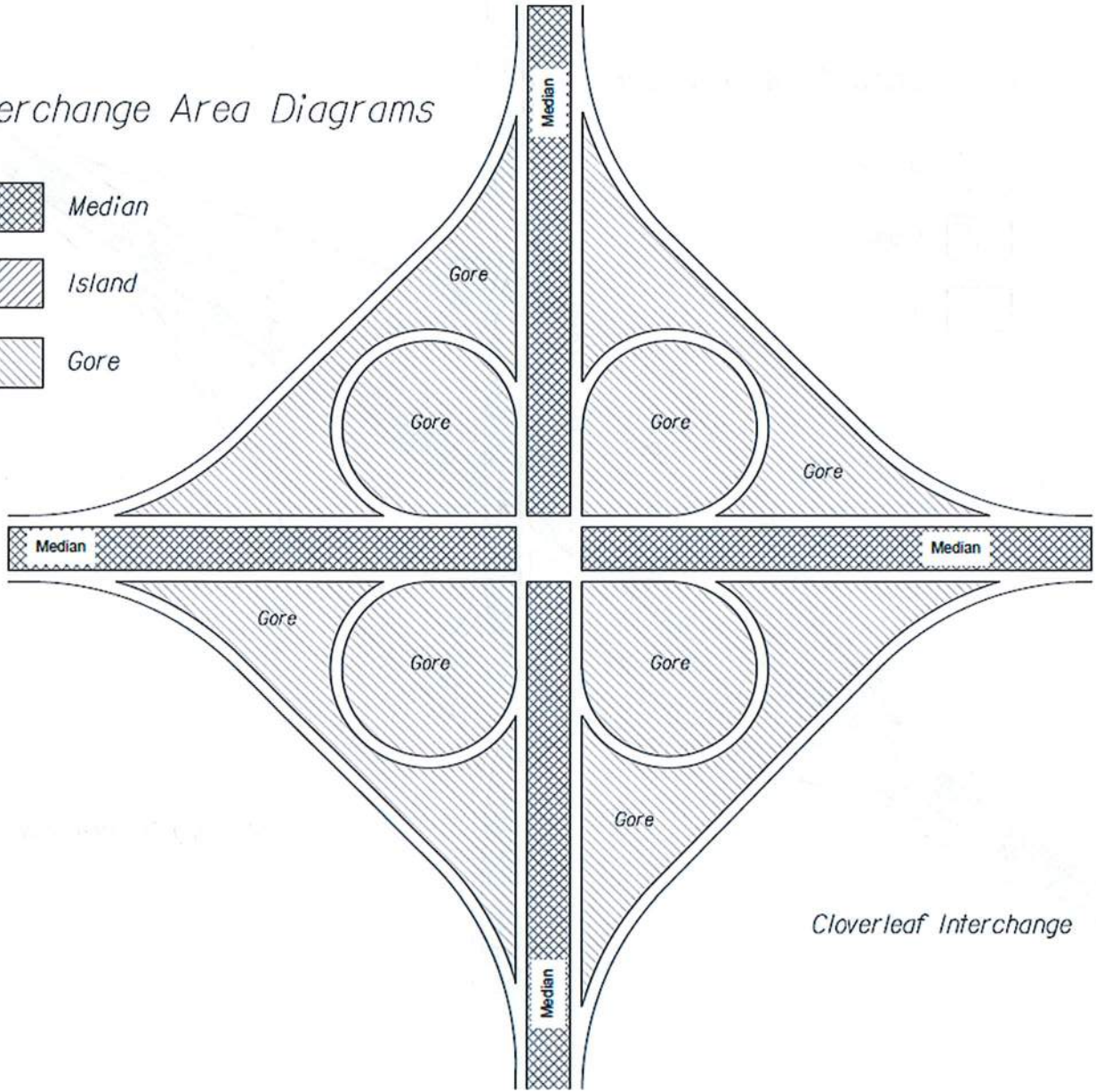
-  Median
-  Island
-  Gore



Single Point Interchange




Interchange Area Diagrams

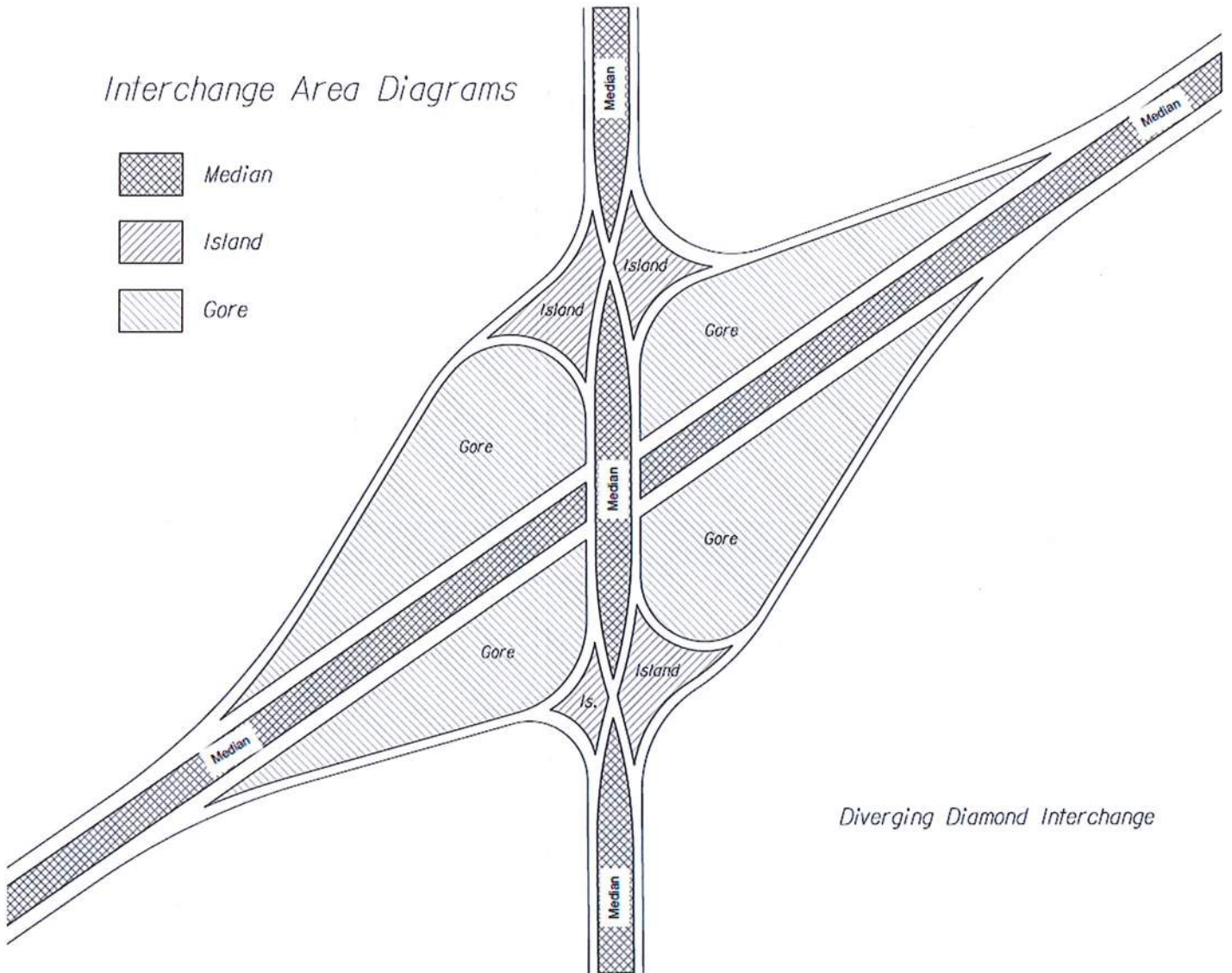
-  Median
-  Island
-  Gore



Cloverleaf Interchange

Interchange Area Diagrams

-  Median
-  Island
-  Gore



Diverging Diamond Interchange