OKI FY 2027 UNIFIED PLANNING WORK PROGRAM

Ohio · Kentucky · Indiana
Regional Council of Governments

OKI FY 2027 UNIFIED PLANNING WORK PROGRAM

The preparation of this document was financed cooperatively by the Federal Highway Administration and the Federal Transit Administration of the United States Department of Transportation, the Ohio Department of Transportation, the Kentucky Transportation Cabinet, Indiana Department of Transportation and local units of government within the OKI region. The opinions, findings, and conclusions expressed in this document are those of the author and are not necessarily those of the United States Department of Transportation. This report does not constitute a standard, specification, or regulation.

Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202

www.oki.org
Robert W. Koehler, P.E.
Deputy Executive Director
Phone: (513) 619-7676
Fax: (513) 621-9325
TTY: (513) 621-6300

April 9, 2026

OKI 2026-09

RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CONCERNING APPROVAL OF THE
OKI UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2027

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments has prepared a Unified Planning Work Program for Fiscal Year 2027 in defining a scope of work to meet the needs of this region for which funding can be sought from the United States Department of Transportation, the State of Ohio, the Commonwealth of Kentucky and the State of Indiana; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2027 has been reviewed by appropriate state and federal agencies; and

WHEREAS, Applicant is authorized by KRS 96A to apply for and accept grants of money to assist in the implementation of a transit system or for transportation planning in Boone, Campbell and Kenton; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2027 hereby certifies that all requirements of 23 CFR, Part 450 relating to the Metropolitan Transportation Planning Process have been met; Now, therefore;

BE IT RESOLVED, that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of April 9, 2026, hereby approves the OKI Unified Planning Work Program for Fiscal Year 2027.

Bonnie Batchler

BONNIE BATCHLER, VICE PRESIDENT

rwk
04/09/26

OKI 2026-10

RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CONCERNING CERTIFICATION OF THE
URBAN TRANSPORTATION PLANNING PROCESS

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is designated as the Metropolitan Planning Organization (MPO) by the Governors of Ohio, Kentucky and Indiana, acting through the Ohio Department of Transportation (ODOT), the Kentucky Transportation Cabinet (KYTC) and Indiana Department of Transportation (INDOT) in cooperation with locally elected officials in the OKI Metropolitan Planning Area (MPA) as evidenced in the Agreement, number 3206, between ODOT and OKI dated July 1, 1979 and the Agreement between KYTC and OKI dated July 1, 1983 encompassing the Counties of Butler, Clermont, Hamilton and Warren in the State of Ohio, and Boone, Campbell and Kenton in the Commonwealth of Kentucky and Dearborn County, Indiana; and

WHEREAS, the federal regulations pertaining to Urban Transportation Planning, published as 23 CFR 450.334, require the MPO, ODOT, KYTC and INDOT to certify that the transportation planning process cooperatively conducted is in conformance with the regulations; and

WHEREAS, the federal regulations also require that the metropolitan transportation planning process be carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 USC 5303, and 23 CFR Part 450.300;
2. Sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity;
5. Section 1101(e) of the Infrastructure Investment and Jobs Act (IIJA) and 49 CFR Part 26 regarding the involvement of disadvantages business enterprises in DOT funded projects;

6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR Parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting the discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

WHEREAS, the United States Department of Transportation conducted a certification review of the Ohio-Kentucky-Indiana Regional Council of Governments in October 2024, and issued a subsequent finding that the Ohio-Kentucky-Indiana Regional Council of Governments was fully certified as meeting all pertinent requirements: Now, therefore,

BE IT RESOLVED that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of April 9, 2026 certifies, in consideration of the requirements listed herein and to the degree appropriate for the size of the area and the complexity of its transportation problems, that the urban transportation planning process is being carried out in conformance with all the applicable federal requirements.

Bonnie Batchler

BONNIE BATCHLER, VICE PRESIDENT

4/9/26
rwk

TRANSPORTATION PLANNING PROCESS
CERTIFICATION FY 2027

In accordance with 23 CFR 450.334, the Indiana Department of Transportation and the Ohio-Kentucky-Indiana Regional Council of Governments hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

1. 23 U.S.C. 134,49 U.S.C. 5303, and 23 CFR part 450.300;
2. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(e) (8) of the Infrastructure Investment and Jobs Act (IIJA) and 49 CFR part 26 regarding the involvement of disadvantages business enterprises in DOT funded projects;
6. 23 C.F.R. part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37 and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Ohio-Kentucky-Indiana Regional Council of Governments

Bonnie Batchler
Name

Bonnie Batchler
Signature

OKI Vice President
Title

4/9/2026
Date

Indiana Department of Transportation

Roy S. Nunnally
Name

Roy Nunnally
Signature

Director, INDOT Technical Planning & Development
Title

4/14/2026
Date

CONTENTS

Topic and Work Program Cross Reference

Planning Activity (alphabetical order)	**Work Element**
2050 Plan	610 – Transportation Plan
3C Planning Process	610 – Transportation Plan
5310	674.3 – Section 5310 Program Planning
5310 Pass Through	674.4,5 - Section 5310 Program Capital
Air Quality and Air Quality Conformity	720 - Mobile Source Emissions Planning
Bike/Ped	601 - Short Range Planning
Boone County Plan	686.2 – KY Exclusive – Boone County
Clean Air (Do your Share)	665.4 Regional Clean Air Program
Complete Streets	601 - Short Range Planning
Congestion Management	610 – Transportation Plan
Consultations	610 – Transportation Plan
Coordinated Plan	674.3- Section 5310 Program
Corridor Studies	610 – Transportation Plan
Demographics	605 – Continuing Planning-Surveillance, 685.5 IN SPR
Electric Vehicle and Alt Fuels	610 – Transportation Plan
Equity	625 and Appendix C
Fiscal Impact Analysis Model (FIAM)	610.5 Fiscal Impact Analysis Model
Freight Plan	665.1 Freight Plan
Functional Class	610 – Transportation Plan, 685.5 IN SPR
Geographic Information Systems	605 – Continuing Planning-Surveillance, 685.5 IN SPR
Homeland Security	605 - Continuing Planning-Surveillance
Indiana Exclusive	685.5 Indiana Exclusive
ITS	610 – Transportation Plan
Kenton County Plan	686.1 – KY Exclusive – Kenton Plan
KY Exclusive Planning	686.3 – KY Exclusive - KY Transportation PL Activities
Ohio Exclusive Planning	684.3 – Ohio Transportation Planning Activities
Participation Plan, Public Outreach	625 – Transportation Services
Planning & Environmental Linkages	610.4 – Land Use
Planning Emphasis Areas (PEAs)	Introduction
Performance Measures	610 – Transportation Plan, 602 TIP
RAVEN911	605.6 – Security & Emergency Response
Regional Planning	800 – Regional Planning (Local Funding)
Resiliency	605.6 & 685.5 RAVEN911
RideShare	667 – Rideshare
Safety	610 – Transportation Plan
Security	610 – Transportation Plan
SolSmart	610.4 – Land Use
Strategic Regional Policy Plan (SRPP)	610.4 – Land Use
Street Centerline Files	605 - Continuing Planning-Surveillance
TIP	602 - Transportation Improvement Program
Title VI	625 and Appendix C
Traffic Counts	605 - Continuing Planning-Surveillance
Transit Planning	675 – Transit Agency Planning
Transportation Summary	697 – Transportation Program Reporting

Transportation Technologies	610 – Transportation Plan
Travel Models	605 – Continuing Planning-Surveillance, 685.5 IN SPR
UPWP	695 – Unified Planning Work Program
Urban Boundary	610.1 – Transportation Plan
Water Quality	710 - Water Quality Program

INTRODUCTION

Ohio · Kentucky · Indiana
Regional Council of Governments

INTRODUCTION

The Fiscal Year 2027 Unified Planning Work Program (UPWP) outlines the scope of work to be undertaken by Ohio-Kentucky-Indiana Regional Council of Governments for the period beginning July 1, 2026 and ending June 30, 2027. OKI serves as the Metropolitan Planning Organization (MPO) for the Greater Cincinnati region. This document illustrates the relationship between adopted goals, objectives, and program activities. It outlines the general nature of these program elements, which are summarized by general categories, and are referenced to specific projects by project number. Planning activities, products and a budget are provided for each program element. Also included in this document is the agency Prospectus (see Appendix D) which provides the agency structure, committee memberships and key interagency agreements.

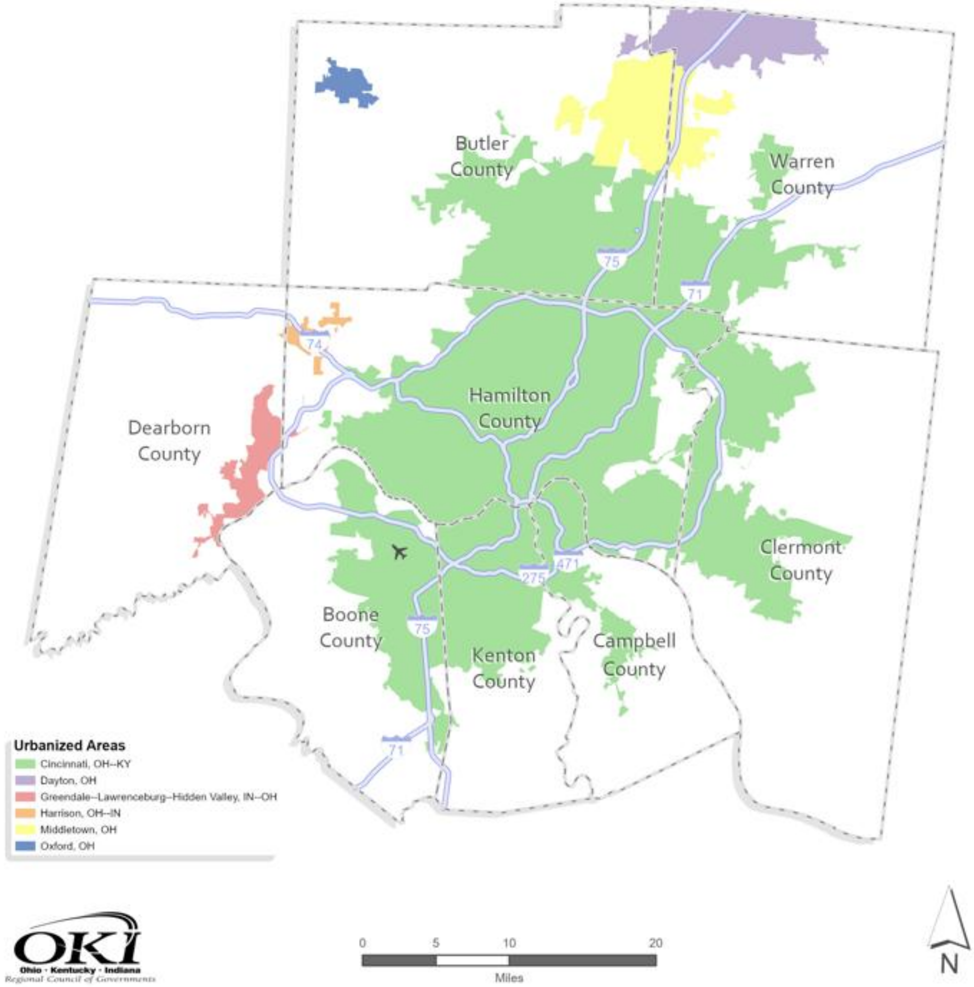
Primarily a management tool for planning and coordination, the UPWP provides the basis for cataloging and integrating OKI's activities into general categories. It delineates the programmatic and fiscal relationships essential for internal planning and programming. The current federal regulations that guide MPOs in developing an annual UPWP for the purpose of programming, scheduling, and managing metropolitan transportation planning activities for the program year are found in 23 U.S.C. 134(a), (f) as well as 49 USC 5303(a), (b). The primary federal regulations are 23 CFR 420.109, 23 CFR 450.308, 49 CFR 613 and 23 U.S.C. 150(c).

PLANNING AREA

The OKI region and Metropolitan Planning Area (MPA) embraces an area of 2,636 square miles, with a regional population of 2,120,721 (2020 Census) in Butler, Clermont, Hamilton and Warren counties in the State of Ohio; Boone, Campbell and Kenton counties in the Commonwealth of Kentucky; and Dearborn County in the State of Indiana.

For several years, part of Dearborn County was identified as part of the Cincinnati-OKI Urban Area. Procedures for urban area definition changed with the 2020 Census and Dearborn is no longer considered part of the Cincinnati Urban Area. Dearborn and OKI have a mutual interest continuing the relationship and because of the urbanization trend in the county Dearborn County is considered part of the OKI Metropolitan Planning Area (MPA). As such, OKI will continue many of the metropolitan planning functions on behalf of Dearborn County with financial support from INDOT using State Planning and Research Funds (SPR). All Dearborn planning activities are funded using SPR funds except in 5310 activities.

OKI METROPOLITAN PLANNING AREA



PLANNING PRIORITIES

The FY 2027 transportation planning program emphasizes the implementation and documentation of the activities which will advance the region's ability to meet the future travel needs of the OKI region.

The overall goal for transportation planning is the implementation of balanced and efficient intermodal and multimodal transportation services for the OKI region while involving a broad spectrum of agencies and the public in all aspects of the process. More specifically it is the intent of the program to address the goals of the *OKI 2050 Metropolitan Transportation Plan* which are consistent with the metropolitan planning factors outlined in the federal transportation legislation Infrastructure Investment and Jobs Act (IIJA). Within the context of these goals, and in consideration of perceived local area needs and OKI's overall role in transportation planning, efforts will be directed toward the following types of activities. OKI staff, in coordination with USDOT, ODOT, KYTC and INDOT, will continue the performance-based planning efforts initiated in FAST Act. Performance Targets will be established and monitored to address performance measures consistent with 23 CFR Part 490 and Part 924 and coordinating on targets related to Transit Asset Management and Transit Safety.

1) Maintain a Metropolitan Transportation Plan (MTP) to serve as a guide for transportation investment and service decisions.
    - Maintain, refine, amend and update as necessary the *OKI Metropolitan Transportation Plan*, including the travel demand forecasting model (TDF), in conformance with the requirements of the Clean Air Act (CAA) and IIJA. Continue and expand an active performance-based planning component of the planning process.
    - Consideration of non-motorized modes of travel to increase the number of trips for utilitarian purposes made by bicycling and walking, and to improve the safety and convenience for these modes in the region.
    - Improve the interaction between regional and local planning activities and strengthen the relationship between land use planning and transportation planning at all levels.
2) Maintain current socioeconomic and transportation system inventories and projections.
    - Maintain up-to-date estimates and forecasts of demographic and land use activity for input to transportation planning activities.
    - Maintain current transportation system inventory and usage data.
3) Evaluate local area transportation problems and develop recommended solutions.
    - Assist units of local government in analyzing the impact of traffic generated by proposed developments and preparing recommendations for street access and traffic control to serve the needs of the proposed development, while preserving the capacity and safety of the public roadways.
    - Assist and encourage units of local government in the development of access management policies and corridor plans, to preserve and protect the functional integrity of the roadway system.
    - Inventory and evaluate traffic operations at problem intersections and formulate recommendations for improvements regarding striping, signage, channelization, signalization and other traffic controls.

- Inventory and evaluate traffic operations on key segments of existing roadways and develop traffic flow improvement recommendations through Transportation System Management and Operations (TSMO) strategies and projects to improve system efficiency, and to help realize reductions in vehicle miles of travel, congestion, air pollution, fuel consumption, and advance a system that enhances livability.
- Provide technical assistance for the preparation of pedestrian, vehicular and/or bicycle circulation plans.

4) Prioritize transportation projects to assure project funding and full utilization of federal and state funds.
    - Develop and maintain a biennial Transportation Improvement Program (TIP).
    - Continue the competitive project selection process that reflects the transportation performance measures.
    - Conduct a TIP and MTP conformity analysis consistent with the State Implementation Plan for Air Quality as required.
    - Investigation of innovative financing mechanisms, both public and private, to improve the ability of local governments to implement needed transportation improvements.
5) Assist in implementation of specific transportation projects.
    - Serve as the designated recipient for FTA's Specialized Transportation Program (Section 5310).
    - Evaluate local social service agency applications for 5310 funding.
    - Develop and maintain a coordinated transit plan for the region consistent with the 5310 program.
    - Assist local communities and transit agencies in establishing park-and-ride lots for carpooling, vanpooling, and transit.
    - Assist in the development, implementation, and coordination of bicycle and pedestrian transportation facilities and programs throughout the region.
    - Assist in the planning, programming, and implementation of projects funded by the STBG-TA and CMAQ programs.
    - Promote and facilitate the implementation of intelligent transportation systems (ITS) to improve the transportation system efficiency and management.
6) Provide travel demand forecasting, transportation planning information and technical assistance in support of development and implementation programs.
    - Partner with state DOT's on regional traffic and ITS operations programs for implementation of cross jurisdictional traffic signal timing, operation, maintenance, and freeway active traffic management.
    - Arrange and conduct seminars and/or develop educational materials for county, township and municipal staff and officials. Topics would include access management, transportation planning, roadway financing, right-of-way preservation, site impact studies, traffic control and regulation, bicycle/pedestrian planning and design, and others.
    - Provide transit planning assistance to transit agencies.
    - Continuation of the planning and implementation requirements of the Americans with Disabilities Act (ADA).

- Provide travel demand forecasts for KYTC, ODOT and INDOT projects.
- Provide process-related assistance in arranging and conducting public meetings and community outreach activities.
- Provide technical data and assistance to transportation corridor and facility studies.
- Incorporate the requirements of Section 11206 amounting to a minimum of 2.5% of planning funds (PL) funding to be used to increase safe and accessible options for multiple travel modes for people of all ages and abilities.
- Incorporate the requirements of Section 11201 of IIJA in the MPO Planning Process. This includes:

  Consultation with officials responsible for housing,

  Utilizing web-based tools for public involvement,

  Clarification on the requirements when multiple MPOs cover the same urbanized area,

  Clarification of the requirements when designating MPO officials or representatives.

7) Improve the efficiency by which goods are transported, transferred among modes, and distributed within and beyond the region. Continue freight planning and improvement in the efficiency of intermodal freight operations.
8) Involve a broad spectrum of agencies and the public, including communities in all aspects of transportation planning. OKI will maintain a robust participation plan.

RESPONSIBLE PARTY

All work will be performed by OKI staff except as noted. Consulting firms are used to supplement staff resources as needed and as noted in the individual work elements and also in the budget tables. OKI's procurement procedures are consistent with (Federal Super Circular) 2 CFR 200. Transit section 675 is the responsibility of the respective transit agencies.

SUPPORT AND ASSISTANCE FROM STATE & FEDERAL AGENCIES

The Ohio Department of Transportation, the Kentucky Transportation Cabinet, the Indiana Department of Transportation, the FHWA and the FTA support and assist OKI in many ways, including provision of a district representative, traffic count data, and TIP programming information, all of which are essential to the ongoing planning process. OKI has planning agreements, including planning MOA and conformity MOA with state DOT's and transit agencies. These can be found in the Prospectus (Appendix D).

SUMMARY OF KEY AGENCY PROGRAMS AND ACTIVITIES

There are three key documents produced by the metropolitan planning process: the Unified Planning Work Program, The Metropolitan Transportation Plan and the Transportation Improvement Program. These and other important activities are discussed below.

Unified Planning Work Program (UPWP) (Update Schedule: Yearly; Next Update: May 2027)

This document, prepared annually by OKI in cooperation with local and state officials, transit agencies and others, documents all planning activities anticipated during the fiscal year regardless of funding sources, while incorporating the comprehensive multi-modal planning process. This continuous planning process is responsive to the needs of the local area and to the changes occurring in the region for which current data concerning land use, travel and transportation facilities must be continuously maintained.

OKI Metropolitan Transportation Plan (MTP) (Update Schedule: every four years; Next Update: June 2028)
The OKI Board of Directors adopted the OKI 2050 Metropolitan Transportation Plan on June 13, 2024. The MTP is amended as necessary. The MTP meets all the requirements of the Infrastructure Investment and Jobs Act (IIJA) federal planning regulations. The MTP is required to be updated every four years and serves as a blueprint for transportation projects in the region through the year 2050. At the same time, it responds to IIJA and Clean Air Act requirements that call for mitigating congestion, optimizing safety, and addressing air quality and other environmental, social and financial issues. As guidance becomes available the Plan will be amended as necessary to integrate any new requirements of the successor to IIJA.

This MTP meets federal regulations requiring fiscal constraint and air conformity requirements. The MTP includes sections related to community impacts. This MTP provides the framework for corridor studies and other initiatives.

Transportation Improvement Program (TIP) (Update Schedule: every two years; Last Update: May 2025. Next Update: May 2027)
This document is normally developed every two years and reviewed periodically in cooperation with state and local officials, regional and local transit operators and other affected transportation, regional planning and implementing agencies. The TIP consists of improvements recommended from the short-range planning process, elements of the transportation plan and the transit development programs of the various transit systems. Specifically, the TIP: 1) identifies transportation improvements recommended for advancement during the four-year program period; 2) indicates the area's priorities; 3) groups improvements of similar urgency and anticipated staging into appropriate staging periods; 4) includes realistic estimates of total costs and revenues for the program period, including year of expenditure cost estimates; and 5) is financially constrained. The entire TIP is tested to establish its conformity with the State Implementation Plan for air quality.

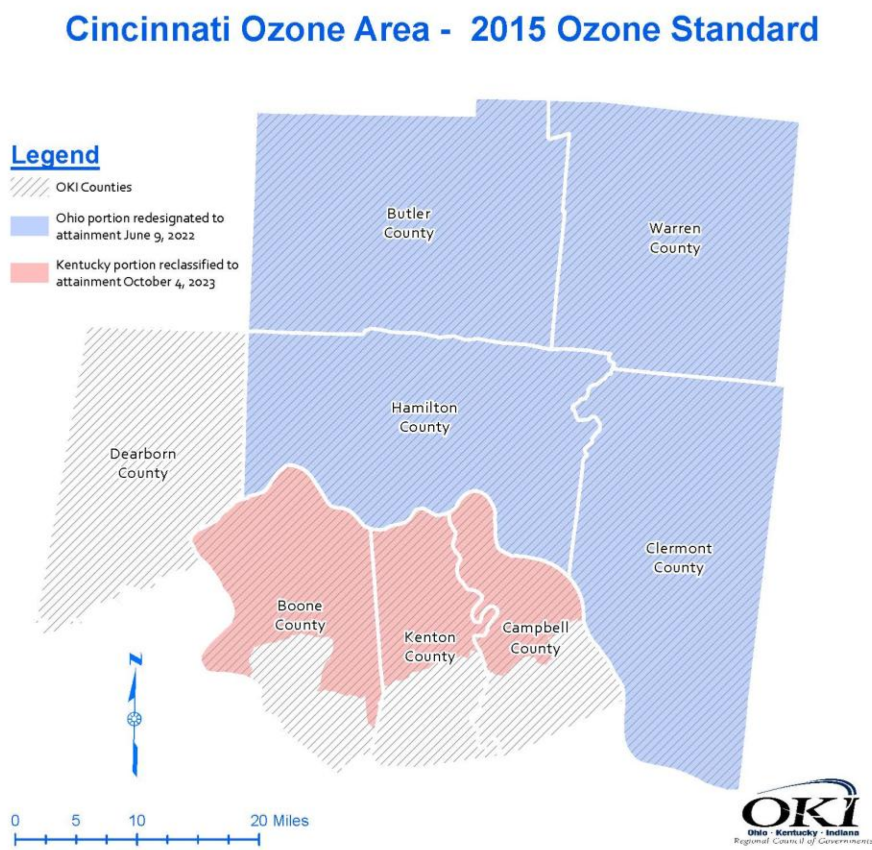
The TIP includes individual and group project listings which are modified periodically and contain: 1) sufficient descriptive material of work, termini and length to identify the project; 2) estimated total project cost which may extend beyond the four years of the TIP, as well as the amount of federal funds proposed to be obligated during the program year; 3) proposed source of federal and non-federal funds; and 4) identification of the recipient and state and local agencies responsible for carrying out the project.

Transportation Air Quality Conformity and Emissions Analyses
The region continues to be classified as a maintenance area for the 2008 Ozone National Ambient Air Quality Standard (NAAQS). The 2008 ozone area includes the counties of Butler, Clermont, Clinton, Hamilton, and Warren in Ohio; a portion of the counties of Boone, Campbell and Kenton in Kentucky; and a portion of Dearborn County Indiana. The region is also classified as a maintenance area for the 2015 NAAQS. The 2015 ozone area includes the counties of Butler, Clermont, Hamilton, and Warren in Ohio; and a portion of the counties of Boone, Campbell and Kenton in Kentucky. In 2022, the U.S. Environmental Protection Agency (EPA) found that the Cincinnati, Ohio area had attained the 2015 ozone NAAQS and redesignated the Ohio portion of the area to attainment. In 2023, EPA found that the Kentucky portion of the Cincinnati area had also attained the 2015 ozone NAAQS and was redesignated to a maintenance area. Nonattainment and maintenance areas must demonstrate transportation conformity. Transportation conformity is a mechanism to ensure that federal funding and approval are given to those transportation activities that are consistent with air quality goals as

contained in the State Implementation Plans (SIPs). OKI is responsible for the air quality conformity determination for the region's Transportation Plan and Transportation Improvement Program.

In February 2018, the U.S. Court of Appeals for the D.C. Circuit issued a decision in *South Coast Air Quality Management District v. EPA*. The decision impacts the Kentucky portion of the Cincinnati area that was formerly nonattainment under the 1997 ozone standard but is now in attainment for all other standards. This "orphan area" includes the more rural southern tier of Boone, Campbell, and Kenton counties. This area has not been subject to conformity since the 1997 ozone standard was vacated. OKI will continue to qualitatively demonstrate Kentucky's conformity with the 1997 standards for future MTP and TIP amendments.

OKI has performed transportation air quality conformity analysis for the region's MTP and TIP, most recently for the updated OKI 2050 Metropolitan Transportation Plan and OKI FY2026-FY2029 TIP in June 2025. OKI has coordinated the process of developing local emission reduction strategies in support of the SIPs and has provided the state agencies with mobile source emissions inventories, including a technical document, for the Cincinnati region ozone redesignation. OKI has analyzed the air quality benefits of all candidate transportation projects subject to OKI's project prioritization process. OKI has prepared documentation supporting CMAQ eligibility for selected projects by documenting forecasted mobile source emissions reductions. As requested, OKI has provided technical support for evaluating the air quality benefits of candidate CMAQ projects in Kentucky.



Corridor and Special Studies

OKI has been a leader both regionally and nationally in initiating and managing corridor studies. Since 1997, 23 corridor and/or special studies have been completed by OKI. The latest are the *OKI AAM Electrical Infrastructure Plans for Southwest Ohio General Aviation Airports* completed in 2025 and the *Boone County Transportation Plan* which was completed in 2026. The corridor studies permit detailed evaluation of problems and potential solutions. The *Kenton County Transportation Plan* and *North Warren County Transportation Plan – Phase 1* were initiated in FY26.

Performance-based Planning

Performance-based transportation planning continues under IIJA. With it comes emphasis from FHWA and FTA on integrating systems management and operations. It encourages us to look at more ways to optimize existing transportation facilities either through advanced technologies or strategies. OKI will fully participate in the target setting and monitoring of national performance goals and asset management.

Transportation System Management & Operations (TSMO)

FHWA has developed Transportation Systems Management and Operations (TSMO), which is a set of strategies that focus on operational improvements that can maintain and even restore the performance of the existing transportation system before extra capacity is needed. The goal is to get the most performance out of the existing transportation facilities. OKI has incorporated TSMO into the agency's MTP and Project Prioritization Process.

Congestion Management Process (CMP)

The OKI region's quality of life and economic competitiveness are closely related to the degree to which the transportation system can provide an acceptable level of mobility. The importance of congestion is reflected in federal transportation rules requiring a Congestion Management Process (CMP) in metropolitan areas. The CMP shall provide "for safe and effective integrated management and operation of the multimodal transportation system" and result in "performance measures and strategies that can be reflected in the metropolitan transportation plan".

OKI's CMP identifies appropriate performance measures to assess the extent of congestion. It establishes a coordinated program for data collection and system performance monitoring to define the extent and duration of congestion. For the purpose of monitoring system performance, OKI has identified a regional Congestion Management Network. The CMP network includes about 1,480 road miles that carry nearly 78% of the total regional traffic. Ongoing system monitoring is accomplished through various data acquisition techniques including: 1) data-base management of traffic count data performed by OKI and its partners; 2) travel time surveys on the network beginning with the National Highway System (NHS) and by making use of INRIX and NPMRDS data; 3) acquisition of transit ridership data and operational data from transit operators; 4) periodic inventory of freight operations/data in the region, including ATRI; 5) periodic field review of the region's highway system attributes; 6) detailed travel data in ongoing transportation corridor study areas; and 7) a framework for evaluating the effects of system improvements (performance measures).

The CMP also identifies and evaluates appropriate congestion management strategies for the improved safety of the existing and future transportation system. OKI produces a comprehensive CMP analysis report every four years, coinciding with the development of OKI's Metropolitan Transportation Plan. The last CMP analysis report was completed in 2024. The 2024 report documents the procedures and findings from the sixth 4-year data collection cycle that was completed in 2023 and compares transportation system performance at key intersections and segments of the CMP network to earlier data.

Transit Planning Assistance

OKI provides ongoing transit planning assistance to all federally-funded public transit systems in the region: Southwest Ohio Regional Transit Authority (SORTA), Transit Authority of Northern Kentucky (TANK), the Middletown Transit System (MTS), Clermont Transportation Connection (CTC), Warren County Transit Service (WCTS) and the Butler County Regional Transit Authority (BCRTA), City of Cincinnati Streetcar (Cincinnati Bell Connector). At the request of the region's transit agencies, OKI has been facilitating regular collaboration meetings since November 2021.

Section 5310 Program

OKI, as the designated recipient of the Section 5310 federal funds in the Cincinnati urban area, is responsible for managing an Enhanced Mobility of Seniors & Individuals with Disabilities Program to provide Federal funding to agencies located in Butler, Clermont, Hamilton and Warren counties in Southwest Ohio; Boone, Campbell and Kenton counties in Northern Kentucky and Dearborn County in Southeast Indiana.

OKI maintains a Coordinated Public Transit – Human Services Transportation Plan to identify service gaps and strategically prioritize 5310 funding investments. Each year, OKI conducts a call for 5310 project proposals and awards funding using a competitive selection process. OKI monitors projects and reports activity progress to FTA through the project and useful life benefit periods.

Transportation Alternative Program (STBG-TA)

The Transportation Alternative Program continues under IIJA. States are required to sub allocate a portion of these funds to MPO's. OKI administers a competitive process for the region's counties (for Ohio and Kentucky).

Technical Services

OKI is a service organization. OKI staff provides support whenever possible to units of local government in the areas of transportation planning, geographic information systems (GIS), software applications (apps), land use and comprehensive plan guidance, small area traffic forecasts and process consultation.

RideShare

OKI's RideShare service has been operational for more than 35 years. RideShare is a voluntary, employer-oriented activity to increase vehicle occupancy, decrease miles of travel and improve air quality. The OKI staff actively promotes and operates RideShare, including providing matching services to area commuters. The strategies include direct marketing to major employers, their employees, the public, and community groups. Promotional tools include freeway and arterial signing bearing the 241-RIDE telephone number, bus signs, brochures, radio and print advertising and the Guaranteed Ride Home program. Programmatic and financial management of vanpool services in the region will continue.

Participation Plan, Title II, Title VI, ADA and Section 504

In 2022, the agency adopted an updated Participation Plan ahead of schedule to incorporate processes for remote (virtual) meetings due to COVID-19. In 2025 OKI produced an updated Public Participation Plan with an emphasis on using easy to understand language. OKI is dedicated to ensuring a fair and equitable planning process and business practice. The OKI Participation Plan outlines LEP processes for consultation practices related to the Disadvantaged Business Enterprises (DBE), Title II, Title VI and Section 504 of Rehabilitation Act of 1973 requirements. OKI has dedicated staff to ensure compliance with, and support of the Council's responsibilities and practices related to these issues.

Strategic Regional Policy Plan

Pursuant to its charge of maintaining a comprehensive, cooperative, and continuing transportation planning process, OKI adopted a strategic regional policy plan (SRPP) in 2005. Significant public and stakeholder engagement enabled comprehensive updates to the SRPP in 2014 and 2023. The current SRPP is maintained as a digital plan at www.howdowegrow.org. The plan was prepared to save limited tax dollars through better coordination of local land use planning and regional transportation planning. Specifically, the plan encourages land use patterns that promote multimodal travel and the efficient use of land, natural resources, and public facilities. OKI staff continues to work with the Land Use Commission to update, refine and implement the SRPP Policy Recommendations. Staff continue dialog with stakeholders and the public using social media platforms. OKI staff will engage stakeholders to review the significant regional issues and opportunity areas identified by this plan and work to advance policy recommendations through collaboration with regional partners and by leveraging other work program activities.

General Coordination Efforts Between OKI, State DOTs, FHWA, FTA, Local Transit Agencies

OKI has worked closely with ODOT, KYTC, INDOT, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Environmental Protection Agency (EPA), SORTA, TANK, Clermont Transportation Connection, Warren Co. Transit, BCRTA and City of Cincinnati Streetcar in developing the multimodal approach to planning for the region. OKI has also coordinated with and has been a participant in the development of many studies including each of the statewide transportation plans, TANK'S Reimagining Study (2025-6) and Metro's Long Range Plan development (2026). OKI hosts a quarterly collaboration meeting with all transit agencies in the region. OKI shares data with the various planning partners and agencies and provides technical assistance whenever possible.

Professional Development

Professional development of staff is critical to OKI's success and ability to provide excellent service and expertise for our region. Use of PL funds is an eligible expenditure under USC Title 23. Staff make every attempt to identify the professional development activities for the fiscal year and are listed under the individual work elements on the following pages. For planning and budget purposes a placeholder may be used to allow for opportunities not yet known as of the publication date of this document. OKI will only engage in activities directly related to the implementation of the programs and projects identified in this UPWP. As appropriate, prior approval will be requested from funding agencies.

Planning emphasis areas for the SFY 2027 Work Programs include:

Kentucky and Indiana agencies have not specified planning emphasis areas (PEAs). The following are PEAs for Ohio.

- MPO Capital Programs Management
  - Implementation of strategies for improved performance and maximum commitment of annual capital program budgets
  - Utilize MPO capital programs dashboard to manage and monitor capital program

- Partner with ODOT to ensure prompt project programming into Ellis
- Monitor capital program performance measures and meet established targets to the maximum extent possible

• Development and Maintenance of the TIP/STIP
  - Staff time for development of the upcoming 2028-2031 TIP/STIP
  - Modifications/maintenance of the current 2026-2029 TIP/STIP
  - Coordination between member communities, ODOT, US DOT and other stakeholders
  - Reporting on regional transportation performance measures

• Public Engagement and Title VI Compliance
  - MPOs should clearly document the activities they are conducting related to public involvement and any activities that pertain to Title VI compliance within their annual work programs

FY 2027 UNIFIED PLANNING WORK PROGRAM HIGHLIGHTS

1) **601 Short Range Planning:** Assistance to local jurisdictions including pedestrian and bike planning, the continuation of an active transportation alternatives (STBG-TA) program and complete streets planning.
2) **602 Transportation Improvement Program:** Prioritization of projects to be funded with OKI STBG, CMAQ and TA funding. Ongoing posting and monitoring of performance measures as required by IIJA. Maintenance of the FY2026-2029 TIP. Begin development of the FY2028–2031 TIP.
3) **605 Continuing Planning - Surveillance:** Updated software applications for managing and presenting planning data. Respond to data requests for demographic data. Continued travel model development including update of the mode choice model. Programs, algorithms, models and dashboards which inform and provide data for the transportation planning process. Modeling support for the North Warren County Transportation Plan – Phase1.
4) **605.6 Security and Emergency Response** (Local): OKI local funds to collect and process non-transportation datasets for use in the Raven911 system for first responders.
5) **610.1 Transportation Plan:** Continue an aggressive performance-based planning program including congestion management (CMP) process and use of INRIX and NPMRDS data. Revenue estimates for the next 2050 MTP.
6) **610.4 Land Use:** Active promotion and technical support for the OKI Greenspace Environmental and Mitigation Mapper (GEMM). Maintenance of the OKI Housing Dashboard.
7) **610.5 Fiscal Impact Analysis Model – Technical Development:** Ongoing maintenance and technical assistance features and functionality of the model.
8) **625.2 Transportation Services - Participation Plan:** Development of collateral transportation materials. Active social media program for informing citizens and businesses about transportation issues. DBE and Title VI related services. Execution of the agency's Participation Plan.
9) **665.1 Regional Freight Plan** – Updated Plan developed in-house.
10) **665.4 Regional Clean Air Program:** OKI's Clean Air Program will once again strive to advance the "Do Your Share for Cleaner Air" message through a variety of media.
11) **667.1 Commuter Assistance Services - RideShare:** Continue to provide transportation alternatives to commuters within the Tri-State area to reduce energy use, traffic, and pollution.
12) **674.3 Transit Planning Activities (5310):** Activities include the administration of the 5310 transit funds for private, non-profit entities. Monitor subrecipient agencies.
13) **674.4, 674.5 Transit Planning Activities 5310 Program Pass Through:** FTA 5310 Funds awarded to private non-profit agencies for capital and services. Maintenance of transit asset management plan (TAM).
14) **675.1/675.2/675.3/675.4/675.5/675.6/675.7 Mass Transit Exclusive Planning Studies:** Conduct transit planning and programming activities in the OKI region. Work performed by area transit agencies or their consultants.
15) **684.3 Ohio Exclusive (PL):** OKI will complete the North Warren County Transportation Plan – Phase 1 which was initiated in FY26.
16) **685.5 Indiana Exclusive (SPR):** Activities associated with the 3C planning process, including data collection and processing, GIS, and travel modeling.
17) **686.**1 **Kentucky PL Discretionary - Kenton County Transportation Plan Update –** OKI will assist in the completion of the Kenton County Transportation Plan. Major activities include a prioritized list of recommendations, cost estimates and a final report.
18) **686.3 Kentucky Exclusive: Transportation Planning Activities:** Transportation Planning work specific to Kentucky portion of the region.

19) **695.1 Unified Planning Work Program:** Develop, produce, and disseminate a UPWP that responds to metropolitan transportation planning requirements. Prepare mid-year and year-end performance reports.
20) **697.1 Transportation Program Reporting:** A transportation report summarizing the major findings and activities of the OKI transportation planning process.
21) **720.1 Mobile Source Emissions Planning:** Conformity analysis for Plan and TIP amendments. Quantification of the expected air quality and energy benefits of candidate projects for STBG, SNK, TA, CMAQ and Carbon Reduction Program funding. Assistance to state air agencies.
22) **710.1 Local Water Quality Activities:** Provide technical support for local agencies as time and resources permit.
23) **710.2 Regional Water Study (OEPA/ODNR):** Reports, maps, data provided to OEPA related to demographics and land use.
24) **710.6 Water Quality Program (Ohio EPA):** Permit consistency reviews, associated plan amendments as appropriate and public information products as detailed in OKI's contract with Ohio EPA.
25) **710.9 Water Quality Program (Ohio General Assembly):** Updated Water Quality Management Plan and associated plan amendments.
26) **711.2 EPA Climate Pollution Reduction Grant Program:** Prepare and manage subaward agreements with partner agencies committing to perform tasks defined by USEPA to monitor the Comprehensive Climate Action Plan and prepare quarterly status reports.
27) **800.1 Regional Planning Activities:** Analyses of national and regional land development trends, conditions, and issues; and technical assistance on issues including land use, zoning, economic development, housing, water and sewer infrastructure, intergovernmental coordination, capital budgeting, and natural systems. Provide support for the OKI Regional Planning Forum and the OKI Planning Directors' Network.

TRANSIT AND MULTI-MODAL PLANNING

The OKI FY 2027 transportation planning program emphasizes the implementation and documentation of the transportation planning activities which will advance the region's ability to meet the future travel needs of the OKI region. Many of the program elements deal specifically with transit and multimodal planning. Following are project descriptions/justification of those elements:

Element	Description	Product Number (#)	Page
601	Short Range Planning	Planning assistance – (2)	15
602	TIP	Program of projects (1-4,6-9)	16
605	Continuing Planning – Surveillance	Collection & integration of transit data into upgraded travel model: (1-4,12)	18
610.1	Transportation Plan	Coordination with transit agencies (1-4,7,8,13)	23
610.4	Land Use	Research and collaboration regarding the connections between transportation & land use (2,6)	27
625.2	Transportation Services	(all)	30
667.1	RideShare	Guaranteed ride home program (3)	34
674.3	5310 Program	(all)	35
675.1	Southwest Ohio Regional Transit Authority (SORTA)	Local Transit Agency Planning (all)	37
675.2	Transit Authority of Northern Kentucky (TANK)	Local Transit Agency Planning (all)	39
675.3	Middletown Transit System (MTS)	Local Transit Agency Planning (all)	41
675.4	Clermont Transportation Connection (CTC)	Local Transit Agency Planning (all)	42
675.5	Butler County Regional Transit Authority (BCRTA)	Local Transit Agency Planning (all)	43
675.6	Warren County Transit Authority (WCT)	Local Transit Agency Planning (all)	44
675.7	City of Cincinnati Streetcar (CBC)	Local Transit Agency Planning (all)	45
720	Mobile Source Emissions Planning	All	54

WORK PROGRAM

Ohio · Kentucky · Indiana
Regional Council of Governments

601 – SHORT RANGE PLANNING

GOALS

To address short-term problems and needs relating to transportation of people and goods in the OKI region, and to identify actions that present a systematic approach to solving these problems. To coordinate with units of local government regarding the development and adoption of access management plans, thoroughfare plans, complete streets and other studies. To utilize the transportation planning expertise and resources of the OKI staff in providing data, technical assistance and planning services. To administer the federal Transportation Alternatives program for funding sub-allocated to OKI from KYTC and ODOT. To provide training and support to public and private non-profit agencies to enhance and improve transportation capabilities and resources, through workshops, and notifications of educational and/or training opportunities. To further the goals of the OKI Complete Streets Policy adopted November 2022.

METHODOLOGIES

1) Technical Assistance – As appropriate, staff may provide technical assistance to local communities in various elements of transportation/bicycle/pedestrian planning, engineering, etc. (Section 11206 activity)
2) Surface Transportation Block Grant - Transportation Alternatives (STBG-TA) - OKI administers a competitive STBG-TA program for the region. Transportation Alternatives includes both infrastructure and the Safe Routes to School projects. Information regarding the program will be disseminated to local governments, and technical assistance will be provided on request. OKI will continue to actively seek projects with merit and will assist applicants through the application and implementation process. Evaluate projects for consistency with the OKI Complete Streets Policy. (Section 11206 activity)
3) Coordination with local, state, and federal agencies on non-motorized mobility planning and Complete Streets. (Section 11206 activity)

PRODUCTS (all are Section 11206 eligible)

1) Documentation supporting technical assistance to local communities in various elements of transportation/bicycle/pedestrian planning, engineering, etc. including ongoing maintenance of the regional trails inventory and updated bicycle guide/map. (as needed)
2) Administration of OKI’s STBG-Transportation Alternatives. (ongoing)
3) Participation in non-motorized planning activities including Walk.Bike.Ohio and maintaining Complete Streets Policy. (ongoing)

PROFFESSIONAL DEVELOPMENT

One staff member to attend an unspecified planning conference.

602 - TRANSPORTATION IMPROVEMENT PROGRAM

GOAL

To develop and manage an effective, multi-year Transportation Improvement Program (TIP) that identifies and prioritizes transportation improvements. Projects are to be consistent with transportation plans and studies developed through the urban transportation planning process. The TIP is fiscally and air quality constrained.

METHODOLOGIES

1) The TIP is a fiscally constrained planning document that provides a complete listing of all intended federally funded or regionally significant transportation projects for a four-year period. The current TIP was adopted in April 2025 and covers the fiscal years 2026 - 2029. A new TIP is scheduled for adoption in April 2027 and will cover the fiscal years 2028-2031. Development of the new fiscal years 2028-2031 TIP will begin in December 2026. Staff continues to monitor projects in the TIP and attend project review meetings conducted by ODOT, KYTC and INDOT. Staff works with ODOT-District 8 to lock-down projects for the upcoming fiscal year, KYTC-District 6 to periodically review project progress and INDOT-Seymour District for Early Consultation of highway projects planned for Dearborn County (conducted under 685.1)
2) The TIP is a dynamic document that requires numerous amendments and modifications during the fiscal year. Staff will continue to actively manage the program and prepare amendments and administrative modifications needed. The OKI Intermodal Coordinating Committee reviews TIP amendments and makes recommendations to the OKI Executive Committee or the Board of Directors. The ICC approves TIP Administrative Modifications as outlined in OKI Resolution 2021-32 adopted by the Board of Directors on 11/10/21.
3) Staff will manage a process to prioritize (Project Prioritization Process) and award OKI-allocated Surface Transportation Block Grant funds (STBG), Carbon Reduction Program funds (CRP), Congestion Mitigation and Air Quality (CMAQ) funds and Transportation Alternative funds (TA). Work to prioritize and award CMAQ funds in Ohio will be done in coordination with the statewide urban CMAQ committee. The Project Prioritization Process may be reviewed and modified to meet the needs of the OKI Board of Directors.
4) Staff will continue to refine the TIP website to provide updated information on funding opportunities, TIP amendments and modifications, and to provide tools allowing users to easily search the OKI TIP.
5) OKI will prioritize projects in the OKI region seeking TRAC funds.
6) As requested, OKI will prioritize projects in the OKI region seeking CMAQ funds in Kentucky.
7) Staff continues to prepare an annual list of obligated transportation projects federally funded in accordance with 23 U.S.C. § 450.332.
8) Annually the MPO is required to self-certify that the agency is conducting the requirements of the 3C Planning process required under Title 23.
9) The IIJA continues the requirement that MPO Plans and TIP's incorporate performance management processes via national, state, and regional goals. The TIP will include performance measures and tracking consistent with the requirements of the IIJA. These goals relate to safety, infrastructure condition, mobility and congestion, and environment.

PRODUCTS

1) Staff will monitor and expedite projects in the region using OKI allocated federal funds through meetings with ODOT, KYTC, and local sponsors; work with ODOT District 8 to lock-down projects for fiscal year 2028. (ongoing)
2) TIP Amendments and TIP Administrative Modifications. (ongoing)
3) Management of the Project Prioritization Process. (6/30/27)
4) Continued maintenance and refinement of the TIP website to include access to current TIP listing, maps as well as upcoming amendments and federal funding opportunities. (as necessary)
5) Regional prioritization of TRAC applicant projects. (as requested)
6) Regional prioritization of KY CMAQ applicant projects. (as requested)
7) An annual listing of obligated transportation projects funded with federal funds will be published within 90 days of the end of the state fiscal year for Ohio and Indiana projects (9/30/26) and within 90 days of the end of the federal fiscal year for Kentucky projects. (12/31/26)
8) Annual self-certification of the metropolitan planning process. (5/27)
9) The TIP will include transportation performance measures which will be tracked, evaluated and updated over time. The TIP shall include a description of the anticipated effect of the TIP towards achieving the performance targets identified in the MTP, linking investment priorities to those performance targets. (ongoing)

PROFESSIONAL DEVELOPMENT

No activities planned.

605 – CONTINUING PLANNING - SURVEILLANCE

GOAL

Develop and maintain, on the appropriate update cycle, the basic data essential to transportation planning activities. Such a database represents current conditions within the region and permits comparison to previous as well as forecast periods to determine the impact of changing development and travel patterns. Develop and maintain demographic data, GIS data and tools, and related datasets.

Develop and maintain a travel demand model capable of estimating current and forecasting future trip making behavior and travel patterns as well as assessing the impacts of proposed changes in land uses, transportation system, travel demand management strategies, and transportation control measures.

Develop and maintain data and data processing tools that generate input to transportation studies and models.

Apply travel and traffic data alongside travel demand and mobile emission models to support transportation planning, air quality analysis, and traffic studies in OKI region.

METHODOLOGIES

1) Maintain and update transportation system inventory data. The regional database includes transportation supply characteristics. Staff will continue to update and perform quality control on base and future year highway and transit networks. Staff will develop an automated process to generate a more accurate and detailed highway network using open-source OpenStreetMap data.
2) Maintain and update regional travel data. The regional travel data includes the travel behavior data, traffic counts, and the system performance data. The travel behavior data, including household and person characteristics, trips made, and trip characteristics (trip purpose, mode, time, etc.) is the base to design the parameters for the travel demand model. OKI will develop a data-driven methodology to expand traffic counts by integrating vehicle trajectory data with existing traffic count datasets. Staff will continue to collect and utilize the system performance data from the National Performance Management Research Data Set and INRIX and StreetLight speed and travel flow data for the travel demand model design and transportation system performance evaluation.
3) Maintain, refine, and enhance OKI travel demand and air quality models and data processing tools to represent state-of-the-practice capabilities. The activities involved include improving model methodologies, refining model parameters based on the household travel survey and transit on-board survey data and traffic counts and system performance data, streamlining model operations, improving data summary tabulation/plotting/reporting capability, and updating model documentations.

   Staff will review and update model input files and parameters based on project updates and transportation studies. Staff will start to collect, compile, and process traffic and travel data needed to validate the model to 2025 traffic conditions.

   OKI will continue to participate with ODOT, MORPC, and MVRPC in the development of the next generation Activity-Based modeling system for the large MPOs in Ohio. Staff will continue to improve the OKI Activity-Based model and explore potential applications for tolling, autonomous vehicles, TNC, connected vehicles, mobile source emissions, mass transit technologies, and other alternatives, including scenarios for the MTP and other transportation planning studies. Staff will continue to update and enhance the base MOVES5 model input data and develop tools that streamline the air quality modeling process.

4) Utilize the travel demand and vehicle emission models to generate travel demand and traffic forecasts, as well as mobile emission estimates for traffic studies and various transportation and environmental planning initiatives within the OKI region.
5) Maintain technical expertise in the latest advancements in travel modeling, traffic simulation, air quality modeling, and data processing by participating in model user groups, attending meetings and conferences, and other model and software training as appropriate.
6) The most current state data center (Ohio Department of Development Services, Kentucky State Data Center, Indiana Business Research Center) county level population control totals will be utilized in air quality conformity determination and travel demand modeling procedures. Staff will track zonal level residential and commercial development activity to identify areas of growth and/or change in land use.
7) OKI will assist the Census Bureau in providing data, processing census data and reviewing census products. OKI will develop expertise in utilizing Census products in order to respond to census related data requests from local government, business, academia and the public.
8) Leverage data from the Census to provide data to inform projects related to housing, employment, transportation, and related plans.
9) Continue to update ongoing developments across the OKI region to inform possible changes to the Socioeconomic Database.
10) Continue the agency travel data collection systems including the Ohio River Bridge Count Stations (ORBCS) and the Bike/Ped camera-based count stations.
11) Maintain licensing and technical support for GIS software through an Enterprise License Agreement with ESRI. Attend annual ESRI user conference, state GIS conferences, local GIS user group meetings, and other GIS training as needed. Upgrade GIS hardware as required.
12) Continue development and/or refinement of GIS databases and maps to support transportation planning including data to support the environmental consultation process.
13) Develop and maintain internet and/or intranet web mapping applications and story maps to display and analyze OKI GIS database information.
14) The OKI GIS is the primary data warehouse for many regional datasets related to transportation. As such, OKI is a valuable resource within the regional community as it relates to safety and security for transportation infrastructure. OKI staff will explore ways to continue and if appropriate, expand its role as a regional data source for such critical datasets.
15) Investigate additional opportunities for collecting crowd-sourced data as needed.
16) Research, design, and build new Internet of Things (IoT) devices for collecting transportation related datasets.
17) Use statistical analysis and data mining techniques for investigation of large transportation related datasets that will provide insights on the regional transportation network. Develop AI & Machine Learning programs, algorithms and models to derive and identify patterns, influences, correlations, relationships and predictive factors from these large transportation databases.
18) Utilize OKI's unmanned aerial vehicles (UAV's) to collect transportation related datasets.

PRODUCTS

1) Updated and refined transportation system characteristics data files, including the up-to-date base year highway and transit networks, updated future year (E+C, 2030, 2040, and 2050) highway and

transit networks with the TIP and LRP projects coded, and other transportation supply data files. A computer program that generates and updates the highway network using open-source OpenStreetMap data. (ongoing).

2) Updated traffic database with more historical and up-to-date traffic counts. Updated transportation system performance dataset, including the speed, travel time, and trip Origin-Destination pattern data. Maintain traffic counting equipment and capabilities (potentially by purchasing additional equipment). Programs and tools for the traffic count data compiling, cleaning, validation, and quality control. A computer program that expands traffic counts and generates flexible speed and origin–destination (OD) data using existing counts and vehicle trajectory data. (ongoing)
3) A travel demand model integrated with the updated input files and system parameters. Processed traffic and travel data and prepared model validation templates for evaluating model performance under 2025 traffic conditions. Adopted MOVE5 air quality model with updated base input data that generates emission estimates based on regional system performance measures from travel demand model and other data sources. Well-designed data processing routines that compile traffic data, generate input and summarize output for travel demand and air quality models. Streamlined internal workflow for presenting model data. (ongoing)
4) Travel demand forecast and traffic impact analysis service to the stakeholders. Application of the travel demand model and air quality model on regional planning and other transportation and traffic studies. (ongoing)
5) Attend the Transportation Research Board (TRB) Annual Meeting and TRB Conference on Modeling Mobility and present findings in travel demand model development, improvement, and application. Attend the quarterly ODOT travel demand model user group meeting. Attend model and software training. Attend the semiannual KYTC travel demand model user group meeting. (as appropriate)
6) Update demographic webpages for the OKI website to provide local governments, businesses, academia, and the public with demographic data for their communities. (ongoing)
7) Coordinate with the Census Bureau on any review of products or datasets (as needed)
8) Fulfill Demographic Data Requests (as needed)
9) Update OKI Regional Development Database (ongoing)
10) Maintenance of the physical functions of the count equipment and the processing and quality control of the data. (ongoing)
11) Up-to-date GIS software. (as necessary)
12) Updated geographic databases. (ongoing)
13) New online and up-to-date web mapping applications. (as needed)
14) Participation in regional homeland security efforts such as the Emergency Preparedness Collaborative. Improved GIS data sharing and collaboration within the regional homeland security community including presentation to stakeholders and community leaders and funding agencies as appropriate. (ongoing)
15) Crowd sourced data collection applications. (as needed)
16) New IoT data collection devices. (as appropriate)
17) Programs, algorithms, models and dashboards which inform and provide insight into the transportation planning process. (as appropriate)
18) New UAV collected spatial databases. (as needed)

PROFESSIONAL DEVELOPMENT

1) Three staff members to attend the 2027 TRB Annual meeting (01/2027)
2) Two staff members to attend the quarterly ODOT Model User Group Meetings and the semiannual KYTC Model User Group meetings
3) Two staff members to attend ODOT model software training
4) One staff member to attend an APA state conference (10/26)
5) Two staff members to attend the ESRI Developer's Summit. (3/27)
6) Two staff members to attend the ESRI User Conference. (7/26)
7) Two staff members to attend the Ohio GIS Conference. (9/26)
8) Two staff members to attend the Kentucky GIS Conference. (9/26)
9) Online GIS software training for staff. (as-needed)
10) One staff member to attend OTEC. (10/26)
11) One staff member to attend Women in Statistics or ASA Symposium on Data Science and Statistics. (TBD)

605.6 – SECURITY & EMERGENCY RESPONSE (Local funding)

GOAL

Develop, maintain and implement regional Geographic Information System (GIS) data sets, which are support Security and Emergency response efforts in and across the Greater Cincinnati Region.

PREVIOUS WORK

In cooperation with each of the eight counties that make up the OKI region, a base map of GIS data has been assembled which acts as a framework of regional GIS layers capable of supporting transportation, security planning and emergency response efforts. A fully functioning common operating picture application known as RAVEN911 has been developed to provide situational awareness during emergency response circumstances for planners and emergency response personnel. A partnership model has been established.

METHODOLOGIES

1) Develop and maintain GIS datasets to support the implementation of a regional GIS capable of supporting security, emergency response and resiliency planning efforts in and across the Greater Cincinnati Region.
2) Maintain the RAVEN911 mapping system.
3) Develop partnerships to support the ongoing development and maintenance of the RAVEN911 system.

PRODUCTS

1) Up-to-date GIS layers used to support security planning, emergency, and resiliency response efforts. (ongoing)
2) Monthly system status checks and an operational system. (ongoing)
3) Partners contributing to the ongoing success of the system. (ongoing)

PROFESSIONAL DEVELOPMENT

OKI does not anticipate any professional development activities for this element.

610.1 – TRANSPORTATION PLAN

GOAL

To conduct a performance-based metropolitan planning process in improving the management and operation of the transportation system through continued cooperation, communication and coordination.

METHODOLOGIES

1) OKI will carry out a performance-based metropolitan transportation planning process for the MPO area in cooperation and consultation with federal, state, transit agencies and local partners. Performance measures and asset management will be tracked and reported in accordance with applicable laws and regulations. This includes NPMRDS TMC data acquisition and processing. Support of state targets where appropriate will be declared by Board resolution.
2) Amend the *2050 OKI Metropolitan Transportation Plan* as necessary. Begin revenue estimates for the 2028 version of the 2050 MTP.
3) As the Metropolitan Planning Organization for the region, OKI must maintain a focus on managing the existing infrastructure. OKI will work with all levels of agencies and the public to plan for management and operations of all modes of the transportation system. OKI will continue the development and sharing of planning data. OKI will continue to participate in regional, state and national forums to identify procedures for addressing federal and state planning requirements. This will include conducting planning activities consistent with metropolitan planning agreements that respond to 23 CFR 450.314 and 49 CFR 613 and 625. OKI will educate and assist local public agencies on the requirements of ADA. OKI will pursue regional models of cooperation by promoting cooperation and coordination across agency boundaries. Assist states as needed in the development of their Asset Management Plan. Provide aid to transit agencies as needed in the development of the Transit Asset Management Plans.
4) Staff review requests from state and local stakeholders to revise the roadway functional class system.
5) For measuring system performance and providing data for the congestion management process (CMP), OKI will continue to collect and exploit traffic quality information of roadways in the 1,480-mile CMP network. The traffic information includes a combination of data from OKI's travel demand forecasting model, intersection turning movement counts at selected key regional intersections, speed and travel time data provided by FHWA National Performance Management Research Data Set (NPMRDS), ODOT (INRIX) as well as Streetlight data. Following each 4-year data collection cycle, a CMP Findings and Analysis Report will be completed. The next report is due in November 2028. The report evaluates the CMP network based on established performance measures and recommends appropriate strategies to address deficient locations. The findings contained in the report will continue to be integrated into the TIP and metropolitan transportation planning processes and be consistent with IIJA and/or its successor requirements.
6) Intelligent Transportation Systems (ITS) are electronics, communications, and information processing used singly or integrated to improve the efficiency or safety of surface transportation. An ITS Architecture (ITS-A) defines how systems functionally operate and the

interconnection of information exchanges that must take place between these systems to accomplish transportation services. All federally-funded ITS projects must conform to a Regional ITS Architecture that meets all requirements of the federal ITS Architecture and Standards rule. OKI maintains the Regional Architecture and ITS Plan and periodically makes updates in response to changes in federal or state rules and to add or revise projects. OKI staff will monitor the ITS-A and amend as necessary to maintain the region's architecture and strategic plan.

7) OKI staff is active in transportation planning studies in the region. This element provides start-up activities for new corridor studies managed by OKI or studies not managed by OKI but where staff participation is appropriate. It also provides special studies or analysis to assist communities to more fully evaluate the impacts of multi-modal transportation projects and programs. Staff will serve as a key regional partner to research, analyze and implement transit opportunities especially as they relate to technological innovation and creative financing.
8) OKI will maintain and update crash data on the transportation system to monitor existing conditions. Staff will continue to monitor and report safety performance metrics as required for the Plan and TIP. Database and GIS software will be utilized to locate high crash concentrations and segments of roadway with high crash rates. Support the Highway Safety Improvement Program (HSIP) by coordinating efforts with KYTC and ODOT in executing their State Strategic Highway Safety Plans (SHSP).
9) Staff will continue to engage the multi-modal freight community and explore opportunities to partner with the purpose of supporting regional safety, infrastructure maintenance, mobility and reliability, economic competitiveness by enhancing transportation infrastructure. This includes OKI participation on the Kentucky Freight Advisory Committee on Transportation (KFACT), the Ohio Freight Advisory Committee (OFAC), and Transportation Research Board (TRB) Standing Committee on Intermodal Freight and Truck Transportation. Planning activities are related to the identification of freight transportation data, needs, trends and solutions. OKI will work with ODOT and KYTC on the alignment of state strategies with OKI's Metropolitan Transportation Plan. OKI will seek innovative ways to optimize funding for freight projects, to evaluate the freight system to understand system performance needs and identify regional priorities, and to serve as a technical resource on freight to local jurisdictions.
10) Staff will evaluate opportunities to improve the OKI project prioritization process.
11) The implications of "Emerging Transportation Technologies" are broad and likely to transform the way people and goods move over the coming decades. OKI staff are actively engaged in these technologies to ensure the agency's transportation efforts and funding investments are wisely spent to result in the greatest public good. This element provides for staff participation in several ongoing regional partnerships with CVG, UC, REDI Cincinnati, JobsOhio, ODOT, KYTC as well as developing new partnerships to identify new processes for sharing data and transportation enhancements to address critical regional issues such as workforce accessibility, efficient public transit service, reductions in emissions and congestion, and improved safety and travel times. Staff will monitor, research, and analyze new technological solutions.
12) Coordination with local transit agencies to maintain the transit asset management and safety plans. Staff will work to integrate all resulting targets from those plans into OKI's planning process.

13) Continue engagement with EV infrastructure stakeholders to accelerate the transition toward electric and other alternative fueled vehicles. Assist OEPA, ODOT, IDEM, INDOT, KEEC, KYTC and local partners including Duke Energy and local communities on matters related to alternative fuel infrastructure as requested.

PRODUCTS

1) The MTP, TIP and other planning documents will reflect performance measures (including transit asset management, system performance, and transit safety) and targets developed cooperatively with state and local partners and the progress towards meeting those targets. The OKI Board will adopt targets by resolution as appropriate. Ongoing maintenance and updates to the Performance Measures website.
2) Amended *OKI 2050 Metropolitan Transportation Plan* as necessary. Revenue estimates for the 2028 version of the OKI 2050 MTP. (6/27).
3) Coordination with ODOT, KYTC, local governments, transit agencies, public ports and private transportation providers on options for improving the management and operation of the existing system and future improvements. Participation in regional, state and national forums on transportation planning issues, including updates of state DOT transportation plans, other cross jurisdictional transportation cooperative planning activities and data sharing. (ongoing)
4) Updated roadway functional class system (as needed).
5) Updated performance-based Congestion Management Process including a full performance period progress report and baseline performance period report. Speed data from FHWA, ODOT and KYTC will be integrated into the OKI travel time database to allow for the estimation of travel time reliability and travel time indices. (as appropriate)
6) Amended ITS architecture. (as necessary)
7) Project development and management activities for future transportation corridors or special studies. Oversight of the North Warren County Transportation Plan – Phase -1. (Consultant contract for the study in 684.3) (6/27)
8) Identification of high crash locations. Cooperation with ODOT, KYTC in the review of their SHSP. Safety performance measures and targets monitoring and reporting. (on-going)
9) Continued outreach and coordination with public and private freight and economic development stakeholders. Development of the freight component of the regional transportation system. Continued update and enhancement of freight data resources. (ongoing).
10) Revised OKI Project Prioritization process. (as appropriate)
11) Development of planning techniques and evaluation methods that will assist deployment of advanced transportation materials, methods and/or new technologies. (6/27).
12) Coordination with local transit agencies including Butler County Regional Transit Authority, Clermont Transportation Connection, Cincinnati Metro, Middletown Transit System, TANK, Warren County Transit, and Cincinnati Streetcar to maintain transit asset management and safety plans. Staff will work to integrate all resulting targets from those plans into OKI's planning process. (on-going)
13) Consultations with energy industry, local public works and other energy experts related to the transportation system and continued discussion of potential electric and other alternative fuel infrastructure strategies to inform planning of a sustainable infrastructure system that works for all users. (ongoing)

PROFESSIONAL DEVELOPMENT

1) One staff member to attend tri-annual meetings of the Kentucky Freight Advisory Committee for Transportation (KFACT) and Ohio Freight Advisory Committee (OFAC)
2) One staff member to attend the National AAM Industry Forum (TBD)
3) One staff member to attend MAASTO Annual Meeting (8/26)
4) Four staff members to attend unspecified training workshop/conferences
5) Ten staff members to attend the Ohio Conference on Freight (8/26)
6) Three staff members to attend the Ohio Traffic Engineering Conference (10/26)
7) One staff member to attend the TRB Annual Meeting (1/27)
8) Three staff members to attend the APA National Conference (5/27)
9) One staff member to attend the ODOT MPO Conference (TBD)
10) One staff member to attend ITS Midwest Annual Meeting (9/26)

610.4 – LAND USE (STBG)

GOAL

To maintain and implement the Strategic Regional Policy Plan (SRPP) and strengthen the linkage between transportation policy and land use. Provide guidance and assistance to local governments as local comprehensive planning efforts occur and as local standards and development criteria are created.

METHODOLOGIES

1) Continue education and coordination efforts about regional land use trends and transportation impacts. Target audiences will include local officials, planners, developers, and government decision-makers. OKI will continue to support efforts that advance economic opportunities and growth.
2) OKI will continue to support efforts that advance transportation and/or regional planning activities which rely upon and/or enhance regional environmental resources, including certain local APA activities, Green Umbrella activities, Taking Root participation, Northern Kentucky Urban and Community Forestry Council, Oxbow, Inc., Millcreek Alliance, and Banklick Creek activities.
3) OKI will consult with appropriate state and local experts responsible for environmental protection, conservation, natural resources, storm water management, land use planning and historically significant sites to consider effects of the metropolitan transportation plan. This includes the consideration of environmental effects in its planning process and a discussion of types of potential environmental mitigation activities and areas to carry out these activities using the OKI Greenspace Environmental and Mitigation Mapper (GEMM).
4) OKI will maintain data necessary for the OKI Housing Dashboard, promote its availability, and provide technical assistance to communities utilizing the tool.
5) OKI will consult with appropriate responsible officials and experts to explore methods to best integrate housing, tourism, and natural disaster risk reduction into the metropolitan transportation plan.
6) Continue research of green infrastructure and nature-based solutions that enhance transportation infrastructure resiliency for integration with regional planning efforts and local planning best practice guidance.
7) Continue implementation of the Strategic Regional Policy Plan by refining and continuing distribution of local comprehensive plan guidance and OKI Community Choices Guides. Provide technical assistance and encourage the use of these resources to promote land use patterns and development policies consistent with the SRPP.
8) OKI will maintain data necessary for the OKI Tree For Me interactive online tool and provide support to communities and organizations using the tool for tree distributions in the region.

PRODUCTS

1) Documentation of presentations and coordination on the land use/transportation relationship, trends and distributed materials.
2) Active participation with APA, Green Umbrella, Taking Root, Northern Kentucky Urban and Community Forestry Council, Oxbow, Inc, Millcreek Alliance, and Banklick Creek organizations helping to ensure the alignment of regional planning goals. (ongoing)

3) Consultations with multidisciplinary agencies related to the transportation plan and continued discussion of potential environmental strategies that are regional in scope, potential environmental mitigation activities and potential areas to carry out these activities. Active promotion and technical support for the OKI Greenspace Environmental and Mitigation Mapper (GEMM). (ongoing)
4) Maintained OKI Housing Dashboard online interactive calculator for local community use for housing planning and policy formulation. (ongoing)
5) Staff will explore methods to integrate housing issues, tourism, and natural disaster risk reduction with the transportation plan. Staff will identify appropriate responsible officials and experts related to each topic and work to engage each in the development of the metropolitan transportation plan. (ongoing)
6) Research summary of applicable methods and techniques gained from webinar, seminars, and workshops (as applicable)
7) Maintained www.HowDoWeGrow.org SRPP website with current regional trends and conditions related to the SRPP. Updated Regional Planning Forum website with Community Choices Guides including FIAM and Housing, and documentation of distribution of local comprehensive plan guidance and of technical assistance provided. (ongoing)
8) Maintained OKI Tree For Me online tool, tree distribution reports, and tree benefit reports. (as necessary)

PROFESSIONAL DEVELOPMENT

1) Two staff members to attend the National American Planning Association Conference (5/27)
2) Two staff members to attend an APA state conference (10/26)
3) One staff member to attend Environmental Markets Conference (Formerly known as NMBEC) Annual Meeting (5/27)
4) One staff member to attend National Association of Environmental Professionals Conference (5/27)
5) One staff member to attend the Society for Conservation GIS Conference (7/26)
6) One staff member to attend the Compensatory Mitigation Course (7/26)
7) Two staff members to attend ICOET conference (6/27)
8) Two staff members to attend Midwest Sustainability Summit (6/27)

PID 118934

610.5 – FISCAL IMPACT ANALYSIS MODEL (STBG)

GOAL

To continue to maintain and refine the OKI Fiscal Impact Analysis Model (FIAM). Transportation investment stimulates economic development and land use change. The FIAM implements a recommendation of OKI's Strategic Regional Policy Plan by increasing local governments' understanding of the costs and benefits of development. The FIAM helps local governments to capitalize on the potential land use changes related to these transportation investments by analyzing the costs and benefits of alternative land use scenarios. The FIAM uses local government budgetary, land use, population, and employment statistics to estimate costs and revenues of development using current local government budget data.

METHODOLOGIES

1) Continue to promote and provide technical assistance to community users.
2) Manage the process of incorporating additional user data into OKI's Fiscal Impact Analysis Model.
3) Research and develop Fiscal Impact Analysis Model refinements and expanded functionality deemed necessary and appropriate as the FIAM continues to be used by local governments.

PRODUCTS

1) Documentation of technical assistance provided. (ongoing)
2) Additional data and analysis for new communities using the fiscal impact analysis model. (as appropriate)
3) Documentation of expanded functionality including consultant services. (as appropriate)

PID 118928

625.2 – TRANSPORTATION SERVICES

GOAL

To coordinate and execute OKI communications to all people to enhance and support OKI's transportation information and planning processes for the people and the region. To incorporate Title VI and Section 504 of the Rehabilitation Act of 1973 into OKI's planning process to ensure the participation of all interested people, including those who are traditionally underserved. OKI will continue to implement a Participation Plan (PP) using print, digital and in-person methodologies and will continually explore new methodologies relative to the fair and meaningful involvement of all people.

PREVIOUS WORK

OKI has a comprehensive Title VI based policy. The OKI Community Advisory Committee reviews funding requests with a community impact lens and assists staff with the implementation of its Participation Plan. The Participation Plan is updated every four years and was most recently adopted by the OKI Board of Directors in January 2026. In 2025, OKI filed its Title VI plan with both KYTC and the FTA outlining OKI's commitment to operating its programs and services without regard to race, color, national origin, religion, sex, age and/or disability in accordance with Title VI of the Civil Rights Act. OKI continues to monitor and participate as directed with DBE and SBE Certified Vendors and to promote OKI and regional contracting opportunities.

METHODOLOGIES

1) Maintain and execute the Participation Plan for OKI projects, studies and programs. Work collaboratively to develop criteria and measurement tools for the mobility impacted and public participation components. Periodically review the effectiveness of the Participation Plan, in part through performance measures of OKI print and digital media (i.e. social media, the web site) and traditional and earned media (i.e. TV, radio, newspaper).
2) Enhance participation relative to OKI mobility impacted populations thru review and updating of the Title VI Program Plan, facilitation of DBE/SBE participation in OKI and regional contracting opportunities, provision of reasonable LEP service and information, and engagement with the OKI Community Advisory Committee, regional groups representing mobility impacted populations, and communities with high populations of mobility impacted persons to positively impact quality of life in the populations and areas.
3) To coordinate and conduct the general networking in the Participation Plan through in-person community outreach and by providing speakers to support OKI's transportation planning, funding, activities and information sharing with the public, government officials, business associations, industry groups and more.
4) Respond to and incorporate feedback for meaningful public participation.

PRODUCTS

1) An effective Participation Plan and customized outreach plans, including print, digital, traditional and earned media as appropriate, for OKI studies, projects and activities, and monitored for effectiveness. (ongoing)
2) Engagement with the OKI Community Advisory Committee and regional groups representing mobility impacted populations, and communities with high populations of mobility impacted

persons. An updated Title VI Program Plan (annually for KYTC, through the annual Compliance Questionnaire for ODOT, and triennially for FTA). Dissemination of contracting opportunities to the OKI DBE/SBE Vendor list, as appropriate. (ongoing)

3) General networking, in-person community outreach and the provision of speakers in support of OKI's transportation planning, activities and information sharing with the public, government officials, business associations, industry groups and more. Development of associated collateral materials. (ongoing)
4) Information, activities and plans which best identify, understand and incorporate the needs of the region and its diverse communities through meaningful public engagement. (ongoing)

PROFESSIONAL DEVELOPMENT:

1) One staff member to attend the Government Communicators conference (6/27)
2) One staff member to attend a transportation professional development event (such as OTEC, KBT, AMPO or NARC) (4/28)

665.1 – OKI FREIGHT PLAN UPDATE

GOAL

Building from the outline developed for the current OKI Freight Plan which was approved by the OKI Board of Directors in September 2023, staff will collect, analyze and publish the most current multimodal freight data available and update the list of freight recommendations in preparation for the FY28 MTP Update.

METHODOLOGIES

Current federal transportation legislation, The Infrastructure Investment and Jobs Act (IIJA), builds upon the changes made by previous legislation to improve the condition and performance of the national multimodal freight network and support investment in freight-related surface transportation projects. While the IIJA does not require MPOs to create freight plans, due to the OKI Region's significant role in the transport of freight, OKI is interested in keeping our region's freight needs up to date and eligible for funding opportunities. Therefore, staff will update the OKI Freight Plan to adequately address the safety, infrastructure condition, mobility and congestion, environmental sustainability, and economic vitality needs of the three state, eight county region.

1) An assessment of the most current USDOT Bureau of Transportation Statistics Freight Analysis Framework data for all modes (truck, rail, river, air, and pipeline) will be conducted. This multimodal freight system review will examine tonnage, value, volume, commodities, and other freight-related data.
2) The update will use existing and future conditions data, perform a review of global, state, and local freight trends, opportunities, and needs, and consult with local, regional, state and federal partners to coordinate efforts with other recently completed and ongoing freight transportation-related studies and plans. The end product of these efforts will be an Existing and Future Conditions Report.
3) The Update will review the current Plan's freight infrastructure project list to ensure final recommendations address freight-related transportation challenges such as improved safety, reduced congestion, enhanced environmental sustainability, and greater economic vitality in the OKI Region.

PRODUCTS

1) Commodity Flow Report (12/31/26)
2) Existing and Future Conditions Report (01/31/27)
3) Freight Recommendations (06/30/27)

665.4 – SPECIAL STUDIES: REGIONAL CLEAN AIR PROGRAM

GOAL

To continue the Regional Clean Air Program designed to reduce outdoor pollution levels through outreach and education to protect public health, the local economy and attain national ozone and particulate matter standards.

METHODOLOGIES

1) OKI will continue outreach and education efforts within the region. Although smog season is primarily from May to September, the program will work throughout the year to develop its "do your share for cleaner air" message as well as educate audiences on particulate matter issues. OKI's Clean Air Program addresses ozone and particulate matter pollution issues. The Greater Cincinnati area is in attainment for the 8-hour ozone standard.
   Advertising, social media, public relations and other avenues of creating awareness will be utilized. The multi-faceted campaign targets citizens, media, local governments, and businesses in the OKI region. The primary goal of the public outreach campaign is to improve the quality of the air in the Greater Cincinnati and Northern Kentucky area by continuing to educate the public, businesses and media about air pollution (ozone and particulate matter pollution), their contributions to it, and the voluntary measures they can take to help reduce air pollution formation.

PRODUCTS

1) An outreach program geared toward the reduction of pollutants in the eight counties airshed. (ongoing)

FUNDING NOTE:

"Third-party in-kind contributions" in the form of advertising contributed services will be used as match for the Kentucky share of the program. Refer to Table 3 of the Budget for details.

PID 118937

667.1 – COMMUTER ASSISTANCE SERVICES: RIDESHARE

GOAL

To provide transportation alternatives to commuters within the Tri-state area; thereby promoting efficient travel, reducing traffic and pollution, saving money and helping to preserve the quality of life for those who live in the OKI region.

METHODOLOGIES

1) RideShare will maintain a current, accurate database of participants, their origin and destination points, work hours and other key information.
2) The OKI RideShare program promotes alternative transportation such as carpooling, vanpooling and public transportation. This is accomplished by providing information and financial incentives to individuals and companies.
3) The Guaranteed Ride Home (GRH) program provides registered carpoolers, vanpoolers and transit customers with a ride home in emergency situations at a minimal cost.
4) The marketing of the program will be evaluated based on cost and effectiveness. Public awareness of the program will be raised through community and special events and employer presentations.

PRODUCTS

1) A detailed report of database activities such as additions and counts of applicants provided with match-lists. (on-going)
2) Retain existing vanpools through rider recruitment and form new vanpools. (ongoing)
3) An accurate GRH database and an efficient reimbursement program. (ongoing)
4) Implementation of an annual marketing plan outlining the most effective approaches to increase awareness and participation in all aspects of the OKI RideShare program. (ongoing)

PID 118939

674.3 TRANSIT PLANNING ACTIVITIES (5310)

GOAL

The goal of this program is to provide a means for distributing Section 5310 federal funds apportioned to the Cincinnati urban area. These funds are used by many private, non-profit agencies to acquire vehicles for transportation services offered to their clients and other projects eligible for 5310 funding.

PREVIOUS WORK

OKI was named the designated recipient of Section 5310 funds for the Cincinnati urbanized area in 2014 by the Governors of Ohio, Kentucky, and Indiana. During FY25, OKI updated the OKI Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan) for the OKI Region. In FY21, OKI updated the 5310 Program Management Plan and the application form used for the annual competitive selection process. Each year, OKI submits to FTA a 5310 Program of Projects utilizing federal 5310 funding apportionments.

METHODOLOGIES

1) Hold meetings of the Oversight Team, as needed, to provide guidance and oversight for the Section 5310 program.
2) Update the application process for soliciting, reviewing and ranking applications from eligible agencies as needed. Projects recommended for funding will be presented to the OKI Board of Directors/Executive Committee for approval.
3) OKI will maintain a Program Management Plan as required of Designated Management Agencies.
4) OKI will prepare and submit to FTA a Program of Projects describing each sub-recipient project or program and verifying a minimum of 55% of the annual funds are applied to ‘traditional’ activities as defined by FTA for the Section 5310 program.
5) Staff will prepare annual progress reports in TrAMS for the OKI administrative portion of the project.
6) As a direct recipient of FTA 5310 funds OKI is required to develop and maintain a Transit Asset Management Plan.

PRODUCTS

1) Meetings of the Oversight Team (as needed)
2) Update the Section 5310 application packet (as needed) and hold a workshop to explain the application process (as needed)
3) Update the OKI Program Management Plan (as needed)
4) OKI Program of Projects (7/26)
5) Prepare annual progress reports in the TrAMS system of FTA (ongoing)
6) Transit Asset Management Plan updates (as needed)

PROFESSIONAL DEVELOPMENT

One staff member to attend a currently undetermined professional development activity related to the Section 5310 program.

674.4, 674.5 – TRANSIT PLANNING ACTIVITIES 5310 PROGRAM PASS THROUGH

GOAL

The goal of this program is to continue the management of projects and programs for elderly individuals and individuals with disabilities under the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) of Title 49 of the U.S. Code.

PREVIOUS WORK

Since FY14, OKI has distributed Section 5310 funds following a Program Management Plan, as required by Section 5310. OKI has reviewed and ranked Section 5310 applications from private, non-profit agencies located in all counties throughout the region. Projects are identified through a competitive selection process administered by staff and with guidance by the OKI Oversight Team.

METHODOLOGY

1) OKI, as the designated recipient for Section 5310 funds, is responsible for managing the projects operated by sub-recipient agencies in the region providing transportation services for seniors and/or disabled persons but not identified as "designated recipients" under FTA regulations. OKI serves as an oversight agency to ensure all federal requirements are met by sub-recipients of Section 5310 funds. OKI will pass through funds to the selected sub-recipient agencies. OKI monitors subrecipient agencies on an annual basis to ensure no significant changes occur to impact financial risk of each subrecipient agency by requiring responses to a questionnaire gathering responses on financial risk along with ADA and Title VI compliance. OKI staff will prepare the annual progress reports submitted to the Federal Transit Administration's TrAMS system.

PRODUCTS

1) Oversight, funding and requisite reporting for the provision of transportation services for seniors and people with disabilities operated by the sub-recipient agencies. (ongoing)

675.1 MASS TRANSIT EXCLUSIVE: SORTA PLANNING STUDIES

GOAL

Conduct planning and programming activities to advance the scope and quality of transit service to users within the SORTA service area.

METHODOLOGIES

SORTA continues to implement Reinventing Metro in 2026 and continues to conduct transit planning efforts in Hamilton County and the Greater Cincinnati urbanized area. SORTA will continue with long-term transit planning efforts, particularly those involving modes other than fixed route bus with a focus on BRT Planning and Design. These are multi-jurisdictional efforts. SORTA will also participate in key local and regional planning studies and OKI's Intermodal Coordinating Committee, and work with other transit systems in the region to advance transit improvement goals.

PRODUCTS

1) Bus Rapid Transit (BRT) Planning: SORTA has identified two BRT corridors (Reading Road and Hamilton Avenue) to move forward as part of the BRT Planning process, with a Locally Preferred Alternative (LPA) identified in Q1 2023. In Q1 2025, SORTA is advancing both corridors into 30% design, conducting robust public outreach with the intention to make operational Reading Road BRT 2028 timeframe.
2) SORTA Long Range Transit Plan: SORTA's Long Range Transit Plan (LRTP) is currently underway; current tasks are focused on scenario development, modeling efforts, and preparation for ongoing public engagement. Completion of plan expected in Q2-Q3 2026.
3) Transit Centers**:** Planning and design will continue for the Walnut Hills Transit Center and North College Hill Transit Center. Both centers will provide customers with enhanced amenities and transfer locations to connect with the SORTA network. Construction on Walnut Hills Transit Center is expected to commence sometime in 2026.
4) Monitoring Rail Projects**:** SORTA will continue to monitor and maintain bridges, tunnels, and pedestrian facilities along the Oasis and Blue Ash railroad right-of-way. Engineering designs and related construction plans have begun for the highest priority repairs as identified in annual bridge inspection reports. SORTA will continue to work to secure funding for the repairs.
5) Corridor and Transportation Study Participation and Assistance: SORTA will continue to participate in corridor studies and other major regional transportation initiatives including the Eastern Corridor Transportation Improvement and Oasis Commuter Rail studies, the Brent Spence Bridge Project, I-75 interchange reconstruction, Western Hills Viaduct replacement, the Oasis and Wasson Way bike trail projects, and the Cincinnati Riding or Walking Network (CROWN).
6) FTA Federal Compliance: SORTA will continue to coordinate with partners at OKI and the federal and state levels to develop performance measures and targets consistent with the requirements of the IIJA.
7) On Demand Service Planning: MetroNow**:** SORTA implemented th Blue Ash zone service in October 2025, bringing the total to four zones. In 2026, Metro plans to implement two more zones Monfort Heights/ Finneytown and Bond Hill.

8) Coordination with other Regional Transit Agencies: SORTA will continue to work with the other regional transit agencies on regional fare coordination, procurements and route coordination to make customer travel as seamless as possible. SORTA is also coordinating with BRCTA and TANK on an alternative energy and vehicle strategy for the region. SORTA has also partnered with TANK on the upcoming Brent Spence Bridge prep activities.
9) Monitoring of Existing Fixed-Route Service: SORTA will monitor existing fixed route service using approved performance standards to determine strengths and weaknesses. SORTA completed an onboard customer attitudinal survey in October 2024 and received over 1,500 surveys. The customer feedback will feed into SORTA's plans and projects. For 2026, Metro will conduct its annual customer attitudinal survey which will engage riders and provide insights for the improvement of the overall network.
10) Regional Paratransit Coordination project: Metro, TANK, CTC and BCRTA successfully partnered to launch EZ Connect in April 2025. Service monitoring will continue.

Note: Please refer to budget Table 7 for planning activities, funding source and amounts.

675.2 MASS TRANSIT EXCLUSIVE: TANK PLANNING STUDIES

GOAL

Conduct planning and programming activities to increase the transit system efficiency and advance the quality of transit service to users within the TANK service area.

METHODOLOGIES

In FY2027, TANK will continue to monitor the operational and ridership performance of the system in a post-pandemic and recovery environment. TANK will apply performance measures through its route review processes and participate in key local and regional planning studies to advance transit improvement goals. We will also continue to investigate opportunities for innovation and new ways of providing services, including flexible, on-demand services.

TANK will implement the first phase of service change recommendations laid out by the Transit Development Plan undertaken in FY2026.

TANK will coordinate with partners at OKI and the federal and state levels to develop performance measures and monitor performance targets consistent with the federal government's requirements and the Infrastructure Investment and Jobs Act /Bipartisan Infrastructure Law. TANK will continue to operate in compliance with FTA and Kentucky regulations.

PRODUCTS

1) Performance Analysis – TANK will conduct the calendar year Substandard Route Review (SSRR) by collecting route-level data and applying the following performance measures: Net Cost per Passenger Trip, Cost Recovery, Passenger Trips per Revenue Mile, and Passenger Trips per Revenue Hour. The SSRR allows TANK to identify underperforming routes and make informed decisions on service improvements. In addition, TANK monitors route-level productivity (Ridership per Revenue Hour) every month through the Planning Dashboard.
2) Service Changes – TANK will implement service and route changes as outlined in the Transit Development Plan completed in FY2026, to better align TANK's network with available funding.
3) Mobile Ticket/Trip Planning Technology – TANK will continue to collaborate with regional partners like SORTA and BCRTA to further improve fare payment projects initiated in FY2026, including account-based ticketing (ABT) and open payment systems. These technological projects are important to continued modernization of fare systems.
4) Public-Private Partnerships – TANK will seek out partnerships with businesses and organizations in the Northern Kentucky region as a means of supporting service expansions.
5) Technology Planning – TANK will continue to train and fully use the modules of the CAD-AVL system to maximize the information provided to customers and the efficiency of the service.
6) Service Request Process – TANK will continue to implement the Service Request Process. This process addresses specific service needs that have been requested of

TANK from the community to better use the organization’s resources.

7) Regional collaboration—TANK will participate in and contribute to key local and regional planning studies, the OKI’s Intermodal Coordinating Committee (ICC), Northern Kentucky planning, transportation, and comprehensive plans/studies.
8) Coordinate with partners at OKI and the federal and state levels to develop performance measures and targets consistent with the requirements of Infrastructure Investment and Jobs Act.

675.3 - MASS TRANSIT EXCLUSIVE: MIDDLETOWN TRANSIT SYSTEM (MTS) PLANNING STUDIES

GOAL

MTS FY2027 planning activities will focus on strengthening county and regional partnerships to improve access for City of Middletown residents and visitors to jobs, education, medical, and other opportunities. The work will be performed in partnership with the Butler County RTA (BCRTA) and the NEORide Council of Governments.

METHODOLOGIES

Planning activities to be conducted by MTS in FY 2027 include:

1) Study opportunities to relocate/renovate transfer hub to better serve multimodal connections and centralize system transfers, improve conditions at our current hub by working with BCRTA and local stakeholders. Action depends on a successful grant application.

PRODUCTS

1) Conceptual plans for relocation and/or renovation of the Middletown transit station.

675.4 – MASS TRANSIT EXCLUSIVE: CLERMONT TRANSPORTATION CONNECTION

GOAL

CTC planning activities include the utilization of State and Federal Funding to better maximize the existing transit services, maximize efficiency and increase ridership.

METHODOLOGIES

CTC plans to create a further dialogue with regional, state and federal agencies, including OKI, ODOT and the Federal Transit Administration to better understand procedures for funding and planned activities. CTC will be engaged in the regional transportation discussions and multi-modal planning activities for the Eastern Corridor and Clermont County.

PRODUCTS

1) Increase coordination with local agencies, including presentations and group meetings.
2) Monitor the fixed route and dial-a-ride service operations for opportunities to increase productivity and reduce costs.
3) Participation in regional planning activities with SORTA, TANK, Cincinnati USA Regional Chamber and OKI.
4) CTC will coordinate with OKI on inclusion of transit asset management, safety, and other performance measure targets into the planning process.
5) CTC will conduct a Transit Planning study to formally plan for future transit service and network. The study will study existing ridership and demand, future growth plans, employment trends, and more to plan for efficient transit services.

Note: Please refer to budget Table 7 for planning activities, funding source and amounts.

675.5 MASS TRANSIT EXCLUSIVE: BUTLER COUNTY REGIONAL TRANSIT AUTHORITY (BCRTA) PLANNING STUDIES

GOAL

FY2027 planning activities will support BCRTA Board of Trustees' and the Transit Alliance of Butler County's mutual efforts to identify transportation needs and leverage available resources to meet those needs effectively and efficiently.

METHODOLOGIES

Locally funded planning activities that will be conducted by BCRTA in FY 2027 include:

1) Study ridership demographics in the region to develop enhanced communications and marketing material.
2) Plan and develop environmental impact metrics for the BCRTA as part of our sustainability plan.
3) Investigate how to improve connections amongst other transit systems and services in the region.
4) Survey businesses in Butler County to determine transit propensity.

PRODUCTS

1) New and expanded services for target markets, new partnerships and funding opportunities.
2) Plan to monitor and reduce our carbon footprint and the environmental impact of our agency.
3) Improved access to local employers and job centers and new tools and quantifiable data regarding need for new, expanded and improved transit services and amenities.
4) Data to indicate transit demand near underserved business hubs.

675.6 – MASS TRANSIT EXCLUSIVE: WARREN COUNTY TRANSIT

GOAL

Ongoing evaluation of existing transit services to maximize their efficiency. Improve everyday operations through analysis of services and how they are provided to the public. Provide service opportunities to County residents.

PREVIOUS WORK

In 2025, WCTS and service provider Valley Transport delivered transit services to Warren County residents. We provided 65,164 trips. This is a considerable increase over the previous year due to the new provider making more efficient trips and maintaining our Lebanon Loop. Total revenue hours were 35,222 and revenue miles as 401,414.

METHODOLOGIES

WCTS will continue participation in the region's transit planning activities at OKI as a member of the ICC. WCTS will provide county-wide service to residents with reduced fare to senior adults and qualifying disabled persons. In FY2027 pilot testing for an on-demand transit system that can be scheduled in real-time, rather than 48 hours in advance will begin.

PRODUCTS

1) Participation in regional planning activities at OKI.
2) Continued analysis of scope of service.
3) Continued compliance with FTA and ODOT regulations.
4) Coordinate with partners at OKI and the federal and state levels to monitor performance measures and targets consistent with the requirements of IIJA.
5) Participation in regional coordination encouraging connectivity of neighboring transit systems.

Note: Please refer to budget Table 7 for planning activities, funding source and amounts.

675.7 – MASS TRANSIT EXCLUSIVE: CITY OF CINCINNATI STREETCAR

GOAL

Conduct planning and programming activities to increase the Connector streetcar system efficiency, maintain safety, advance the quality of service, and enhance the experience for users.

PREVIOUS WORK

The Cincinnati Streetcar is continuing to stabilize ridership and set record ridership levels for individual days and months. CY25 saw our third consecutive year of 1M+ passengers. The Automated Passenger Counter (APC) technology onboard revenue vehicles was approved by FTA in 2021 and was recertified in calendar year 2025 as part of required NTD reporting.

METHODOLOGIES

In FY2027, the Cincinnati Streetcar will continue to conduct and analyze rider and non-rider surveys and use these results to identify barriers to accessing transit, improve the customer experience, and increase ridership. Surveys will provide additional demographic information regarding our customers and create a satisfaction baseline to measure against in future surveys. The Cincinnati Streetcar will continue to review performance measures and participate in local and regional planning studies to advance overall transit improvement goals. The Cincinnati Streetcar will continue to coordinate with partners at OKI, federal, state, and local levels to develop performance measures and monitor performance targets. The Cincinnati Streetcar will continue to operate with continued compliance with FTA and Ohio regulations.

The Cincinnati Streetcar was awarded $250,000 in federal funds to conduct a planning study through the Areas of Persistent Poverty Program (AoPP), with a local match of $27,778 to be provided by the City of Cincinnati. This study will analyze existing Cincinnati Streetcar headway management and real-time arrival technology to recommend updates and improvements to these systems. The recommendations will address improved intermodal connections, improve the passenger experience, and provide higher quality data for internal operations. This study will kick off during FY26 and conclude in FY27 with an anticipated completion date of 11/30/26.

PRODUCTS

1) Performance Analysis - The Cincinnati Streetcar will continue to analyze performance data and use this data to inform decision making. The enhanced APC data in particular will provide an increased level of specific data available for use.
2) Rider/Non-Rider Surveys – The Cincinnati Streetcar will analyze and report on the results of their ridership surveys and compare against the baseline. Staff will use these results to increase the understanding of transit riders and non-riders and identify barriers, needs, and desires in order to increase ridership and improve the customer experience.
3) Improved Customer Experience – As we see continued increased ridership following the pandemic, the Cincinnati Streetcar will monitor changes to ridership and assess patterns and anomalies to make modifications or enhancements to improve customer experience and safety, particularly as employers increase more in person work. The Cincinnati streetcar will be conducting a study to analyze existing headway management and real-time arrival technology to recommend updates and improvements to these systems using the federal Areas of Persistent Poverty grant and local match dollars.

4) Regional collaboration – The Cincinnati Streetcar and City DOTE will contribute to key local and regional planning studies, as well as the OKI's Intermodal Coordinating Committee (ICC), local planning projects and regional Bus Rapid Transit (BRT) initiatives and further integrate into these efforts.
5) Funding Sources – The Cincinnati Streetcar will pursue eligible funding sources such as state and federal grants; private foundations; and public/private partnerships to further mass transit, urban revitalization, accessibility and safety.

Note: Please refer to budget Table 7 for planning activities, funding source and amounts.

684.3 – OH EXCLUSIVE: TRANSPORTATION PLANNING ACTIVITIES

GOALS

Oversight and development of a transportation plan for the northern portion of Warren County, Ohio.

METHODOLOGIES

1) OKI will complete the development of the North Warren County Transportation Plan Phase 1 started in FY26. OKI will serve as the contracting agency as a part of a project management team overseeing the hiring of a selected firm resulting from this RFQ. The Project Management Team consists of OKI, the Miami Valley Regional Planning Commission (MVRPC), the Warren County Transportation Improvement District (WCTID) and the Warren County Engineer's Office (WCEO). This study is Phase 1 of an anticipated 2-phase transportation study that evaluates the entire study area. It will evaluate existing multi-modal transportation needs as well as identify future preferred corridors and may lead to future interchange analyses or detailed corridor studies (Phase 2).
2) OKI will participate in North Warren County Transportation Plan - Phase 2. Role is to be determined.
3) Contract for traffic data collection at Ohio and potentially regionally significant locations.

PRODUCTS

1) North Warren County Transportation Plan - Phase 1 (6/27)
2) North Warren County Transportation Plan - Phase 2 (6/28)
3) Traffic data for Ohio and potentially regionally significant locations (6/27)

BUDGET

1) Approximately $201,000 OH FY26 PL carryover with additional funds from Warren County to cover match and scope.
2) Approximately $125,000.
3) Approximately $113,000.

PROFESSIONAL DEVELOPMENT – none

685.5 - INDIANA EXCLUSIVE: DEARBORN COUNTY TRANS. PLANNING (SPR)

GOAL

The goal of this work element is to conduct the 3C planning process for Dearborn County, Indiana including the Statement of Work, TIP and Metropolitan Transportation Plan in support of local and state agencies.

Special Note: For several years, part of Dearborn County was identified as part of the Cincinnati-OKI Urbanized Area. Procedures for urbanized area definition changed with the 2020 Census and Dearborn is no longer considered part of the OKI Metropolitan Planning Organization (MPO). Dearborn and OKI have a mutual interest continuing the relationship and because of the urbanization trend in the county Dearborn County is considered part of the OKI Metropolitan Planning Area (MPA). As such, OKI will continue many of the metropolitan planning functions on behalf of Dearborn County with financial support from INDOT as enumerated below.

TASKS & ACTIVITIES

Task 1: Traffic Count Data Program

- Activity 1: County-wide traffic count program – no activity.
- Activity 2: Special Traffic Counts – Staff will conduct traffic counts for the Congestion Management Program locations in Dearborn and as requested by local governments and INDOT resources permitting.
- Activity 3: Traffic count processing – Staff will process counts taken in-house or by other partners as part of a comprehensive regional data management program.
- Activity 4: Traffic Count Equipment Purchases – no activity.

Task 2: Planning Support to Local Governments

- Activity 1: Transportation Plans – Staff will maintain the Indiana portion of the OKI Metropolitan Transportation Plan. Dearborn County remains in the OKI Metropolitan Planning Area (MPA).
- Activity 2: Transportation Planning Support – OKI will provide transportation data and/or analysis in the support of local transportation plans and programs. Management of the TIP for Dearborn County. Active Involvement in the Indiana MPO Council. Air quality modeling/conformity determination as required.
- Activity 3: Intersection Studies – No activity expected.
- Activity 4: Hazard Elimination Studies/Road Safety Audits – No activity expected.
- Activity 5: Bicycle and Pedestrian Plans – Provide technical assistance to communities related to bike/ped programs.
- Activity 6: Traffic Counting and Travel Forecasting – OKI may conduct traffic counting and/or traffic forecasting as requested by local communities. OKI will maintain and enhance the regional travel demand model and will apply the model for projects in Dearborn County as appropriate.
- Activity 7: Project Evaluation Support – No activity expected.
- Activity 8: Title VI Planning – OKI will maintain a Title VI Plan consistent with federal requirements.

Activity 9: ADA Transition Plans – Staff will continue to assist communities when requested.

Activity 10: Asset Management Assistance – Community Crossings Applications planning support.

Activity 11: Red Flag Investigations – No activity expected.

Activity 12: Other Planning Services – OKI will provide planning assistance to communities in Dearborn County for EV infrastructure, freight, bike/ped planning and other activities as appropriate. Work program that reflects local needs and federal planning requirements.

Task 3: Planning Support to INDOT

Activity 1: HPMS Data Collection - No activity expected.

Activity 2: Railroad Crossing Inventory – OKI will maintain GIS data layer for this information. No field work is anticipated.

Activity 3: Data Conversion - No activity expected.

Activity 4: ARIES Crash Data Quality Control – OKI staff will review, clean, and publish crash data for use by OKI and INDOT.

Activity 5: Develop Urban Area Boundaries – No activity expected.

Activity 6: Update Functional Classification Data – OKI staff will coordinate and work with INDOT to respond to any requests for amendments to the system.

Activity 7: Performance Measure Assistance – OKI will conduct a performance-based planning process that is consistent with INDOT and USDOT time frames and requirements.

Activity 8: Meetings and Coordination with INDOT Officials – ongoing

Activity 9: Quarterly Project Tracking – OKI will continue leading the tracking meetings for Dearborn County.

Activity 10: Assist with District Open House/Public Outreach – Conduct outreach related to federally funding transportation plans and programs.

Task 4: Planning Capacity Enhancement

Activity 1: Equipment Purchases – No activity expected.

Activity 2: Training – Attendance at the Annual MPO Conference and Indiana GIS Committee.

Activity 3: Traffic Count Certification - No activity expected.

Activity 4: GIS Systems Development – Geospatial data collection, evaluation and processing for Dearborn County transportation and land use datasets.

Indiana SPR Grant Number: 27P6098

686.1 – KY PL DISCRETIONARY: KENTON CO. TRANSPORTATION PLAN UPDATE

GOALS
The Kenton County Transportation Plan is a comprehensive, multi-modal strategy for improving transportation in Kenton County. It includes an element for linking transportation improvements with the county's future land use. The plan accounts for the importance of transportation in sustaining economic growth and enhancing the quality of life. OKI will lead the development of the plan in partnership with the Kenton County Fiscal Court, PDS of NKY, and the Kentucky Transportation Cabinet.

PREVIOUS WORK
The project was initiated in December 2025 (FY26) and will be completed in January 2027 (FY27). The Plan will be developed by OKI utilizing staff and consultant services. The following methodologies and products reflect the remaining work to be conducted in FY27. The quality-based consultant selection process was completed and consultant is under contract (FY26)

METHODOLOGIES
1) Project management activities by OKI staff
2) Perform a needs assessment for existing and future conditions
3) Develop a list of project recommendations that include cost estimates, implementation timeline and project sponsor.
4) Develop a project and policy final report

PRODUCTS
1) Project management activities (1/27)
2) Formation and analysis of a preliminary, multi-modal Needs Assessment Report including sidewalk inventory (PDS) and supportive visualization techniques (11/26)
3) Development of a draft prioritized project, policy and program recommendations list which considers anticipated funding availability and identifies cost estimate, implementation timeline and primary public sponsor (11/26)
4) Publish the final plan update document (1/27)

BUDGET PL Discretionary $200k Federal, $50,000 match from Kenton County

686.3 – KENTUCKY EXCLUSIVE: TRANSPORTATION PLANNING ACTIVITIES

GOAL

This work element is for safety, operational, special studies or data collection efforts focused specifically on Northern Kentucky.

PREVIOUS WORK

Previous work for Northern Kentucky has included numerous operational, mobility, efficiency and safety studies throughout Boone, Campbell and Kenton counties. In addition, OKI as the MPO serving the three Northern Kentucky counties participated as a vital partner in KYTC's bi-annual updates to the Continuing Highway Analysis Framework and actively managed the Strategic Highway Investment Formula for Tomorrow (SHIFT) program for its NKY members in 2025. Staff actively participated in various KYTC-led transportation planning and scoping studies.

METHODOLOGIES

1) Continuing Highway Analysis Framework (CHAF) for all Kentucky projects recommended in the *OKI Metropolitan Transportation Plan* and other transportation-related studies will be maintained and revised per guidelines established by KYTC SHIFT process.
2) OKI staff avails itself to communities in the region for assistance on transportation technical and planning matters. This will include assistance to local governments regarding the LPA process and the requirements for administration of federal-aid projects. Attend statewide planning and professional development activities. Participate in various transportation studies.
3) Collection and processing of transportation and safety data used for planning purposes.
4) Management of the Kenton County Transportation Plan Update (see 686.1).

PRODUCTS

1) OKI will maintain Continuing Highway Analysis Framework (CHAFs) for all Kentucky projects recommended in the *OKI Metropolitan Transportation Plan* and other transportation-related studies per guidelines established by KYTC. OKI will maintain and revise the CHAF and SHIFT, for Kentucky projects identified through OKI's planning process. Coordination with local officials to identify priority projects for SHIFT. (ongoing)
2) Participation in planning studies and activities as appropriate. Assistance to local governments regarding the LPA process and the requirements for administration of federal aid projects. Participation in Statewide Planning meetings and other professional development activities with a focus on Kentucky transportation. Participation in various transportation studies across the Northern Kentucky region (ongoing)
3) OKI will work with KYTC and/or contractors to collect classified traffic volumes and/or pedestrian data in northern Kentucky as resources permit. (as needed)
4) Updated Kenton County Transportation Plan (1/27)

PROFESSIONAL DEVELOPMENT

One staff member to attend the Kentuckians for Better Transportation Annual Conference (1/27)

695 – UNIFIED PLANNING WORK PROGRAM

GOAL
Development of the agency Unified Planning Work Program (UPWP) and progress reporting.

METHODOLOGIES
The Fiscal Year 2027 Unified Planning Work Program (UPWP) will outline the scope of work to be undertaken by OKI for the period beginning July 1, 2026 and ending June 30, 2027. The document illustrates the relationship between adopted goals, objectives, and program activities. It outlines the general nature of these program elements, which are summarized by general categories, and are referenced to specific projects by project number.

Primarily a management tool for planning and coordination, the UPWP provides the basis for cataloging and integrating OKI's activities into general categories. It delineates the programmatic and fiscal relationships essential for internal planning and programming. Activities associated with creating the program descriptions, reproduction and dissemination and progress reporting are provided for under this work element.

PRODUCTS
1) FY26 Annual Performance and Expenditure Report (9/26)
2) FY27 Monthly progress reports
3) FY28 UPWP (Draft: 3/27; Final: 5/27)

697.1 – TRANSPORTATION PROGRAM REPORTING

GOAL
To provide the public and funding agencies with a yearly transportation report summarizing the major activities of the transportation planning process.

METHODOLOGY
The agency will prepare a transportation summary (Annual Report) as part of the agency's annual program reporting.

PRODUCT
Transportation Annual Summary (4/27)

720.1 – MOBILE SOURCE EMISSIONS PLANNING

GOAL

To ensure that OKI's Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP) contribute to the region's attainment and maintenance of national ambient air quality standards (NAAQS).

PREVIOUS WORK

OKI has performed transportation air quality conformity analysis for the region's MTP Update and TIP, most recently for the OKI FY2026-FY2029 TIP in April 2025. OKI has coordinated the process of developing local emission reduction strategies in support of the SIPs and has provided the state agencies with mobile source emissions inventories, including a technical document, for the Cincinnati region ozone redesignation. OKI has analyzed the air quality benefits of all candidate transportation projects subject to OKI's project prioritization process. OKI has prepared documentation supporting CMAQ eligibility for selected projects by documenting forecasted mobile source emissions reductions. As requested, OKI has provided technical support for evaluating the air quality benefits of candidate CMAQ projects in Kentucky. OKI staff also chairs the Ohio Statewide Urban Congestion Mitigation and Air Quality Committee (OSUCC) consisting of the eight large MPO's. In 2025, staff provided support in collecting and evaluating Ohio Statewide Urban CMAQ Program project applications, and the OSUCC recommended a final list of projects for funding. In November 2025, OARC Executive Directors approved the list of recommended projects.

METHODOLOGIES

1) OKI will continue to coordinate with federal, state, and local air quality and transportation agencies on SIP revisions and air quality issues including, but not limited to, conformity determinations. OKI will remain knowledgeable about current state and federal legislation and regulations and will provide technical information and current data as requested. OKI will perform and document conformity analyses as required under the Clean Air Act Amendments and based upon criteria outlined in the USEPA Transportation Conformity Rule (40 CFR Part 93). OKI's model will utilize the latest EPA software and latest planning assumptions.
2) Staff will evaluate the expected air quality benefits of potential CMAQ, SNK, STBG and TA funded projects utilizing the OKI travel model, MOVES, and accepted off-model methodologies.
3) AQ Conformity determinations for MTP and TIP (as necessary)
4) Staff will evaluate the progress made toward the performance measures promulgated through the PM3 regulation Subpart G and Subpart H.

PRODUCTS

1) Coordination and consultation with OKI committees, federal, state and local agencies regarding air quality issues. Preparation of appropriate documentation of Metropolitan Transportation Plan and TIP conformity. Provision of travel and mobile source emission data to support SIP revisions prompted by changes in local emission control programs and federal standards for ozone and particulate matter. (ongoing)
2) Quantification of the expected air quality benefits of candidate projects for CMAQ, SNK, STBG, or STBG-TA funding. (as required)
3) A conforming MTP and TIP. (ongoing)
4) Develop a CMAQ Full Performance Period Progress Report and CMAQ Baseline Performance Plan. (9/26)

PROFESSIONAL DEVELOPMENT

1) One staff member to attend in-state training opportunities.

ENVIRONMENTAL

Ohio · Kentucky · Indiana
Regional Council of Governments

710.1 - LOCAL WATER QUALITY ACTIVITIES

GOAL

To undertake water quality planning activities in Ohio, Kentucky and Indiana, as appropriate and as resources permit.

METHODOLOGIES

1) Continue to support watershed activities in southwestern Ohio, northern Kentucky, and Dearborn County as requested and as resources permit. These activities may include participating in technical advisory groups; facilitating meetings; arranging for presentations, tours, and canoe outings; participating in public involvement efforts; and identifying technical and fiscal resources to implement various improvement projects.
2) Continue to provide support for the OKI Groundwater Committee, a forum that helps local governments meet state and federal mandates and promotes coordinated management of a sole source aquifer system that provides more than two-thirds of a million people with drinking water and water for commercial, industrial, agricultural and recreational purposes.
3) Continue to provide support for the OKI Regional Conservation Council, including representatives of the Soil and Water Conservation Districts in the region.
4) Continue to refine the base information and recommendations in the OKI Regional Water Quality Management Plan for the Kentucky portion of the region as resources permit.

PRODUCTS

1) Collateral materials for southwestern Ohio, northern Kentucky, and Dearborn County watershed management activities, which may include education and outreach materials, fact sheets, directories, and articles in stakeholder newsletters. (as appropriate)
2) Meeting notices, agendas, summaries, and related correspondence. (as appropriate)
3) Meeting notices, agendas, summaries, and related correspondence for the OKI RCC Annual meeting occurring in the spring and support, as needed, for the annual tour occurring in the fall. (6/27)
4) Updated base information and recommendations for the OKI Regional Water Quality Management Plan. (within resource constraints)

PROFESSIONAL DEVELOPMENT

1) One staff member to attend the annual Water Management Association of Ohio (WMAO) Conference (11/26)
2) One staff member to participate in one WMAO technical workshop during the year.
3) One staff member to attend the annual Ohio Stormwater Conference.
4) Staff registration at the OKI Regional Conservation Council annual meeting and other local soil and water conservation district and conservation group events are also budgeted throughout the year.

710.2 – REGIONAL WATER STUDY (OEPA and ODNR)

GOAL

To support Ohio EPA and their partners and consultants as they develop a Southwest Ohio Regional Water Study by providing data to be used to analyze and forecast water needs for OKI counties Butler, Clermont, Hamilton and Warren along with best data available for Adams, Brown, Clinton and Highland Counties.

PREVIOUS WORK

OKI provides Areawide planning services to the OEPA to maintain comprehensive water quality management 208 plans for Butler, Clermont, Hamilton and Warren counties in southwest Ohio. Water quality management plans describe the surface water quality of the watersheds based on data available from federal, state, and local sources. They show projected growth patterns and development trends, and their implications on water quality and wastewater treatment needs to guide future infrastructure planning. The plans also identify information about both publicly owned wastewater facilities and their facility planning areas as well as home-sewage systems concentrations.

Given OKI's Areawide role and their role in the region as the MPO and Council of Governments, OEPA has included an allowance in their contract for OKI to provide data and services for the selected consultant.

METHODOLOGIES

1) Prepare population estimates by TAZ area and county for current/2030/2040/2050.
2) Prepare job forecast estimates by TAZ area and county for current/2030/2040/2050.
3) Prepare household estimates by TAZ area and county for current/2030/2040/2050.
4) Prepare land use activity for current/2050.
5) Assist bringing the consultant up to speed on local knowledge and data points and participate in regular project team meetings.

PRODUCTS

1-4) Reports, maps, data provided to Ohio EPA as detailed in OKI's contract with Ohio EPA. (as appropriate)

5) Participation in regular project meetings (as needed)

710.6 - WATER QUALITY PROGRAM (OEPA)

GOAL

To assess, manage, and protect surface water and groundwater resources in view of regional growth and development and the resultant increased demand.

PREVIOUS WORK

Through 2025, OKI updated and created a digital ESRI ArcGIS StoryMap of a Water Quality Management Plan Update for Butler, Clermont, Hamilton, and Warren Counties in Ohio last updated in 2011 in accordance with federal and state requirements. The 2011 plan was the first comprehensive update to the Ohio portion of the Regional Water Quality Management Plan published by OKI in 1977. Since 2011 OKI has continued to update the Ohio portion of the Plan on an incremental basis, to provide local governments and their consultants with data including population and land use information, to review wastewater facility projects for consistency with the plan (which is a state and federal requirement), to inform the public of water quality issues and to assist local implementation of plan recommendations.

METHODOLOGIES

1) Consult with Ohio EPA on priorities for updating portions of the Regional Water Quality Management Plan.
2) Consult with watershed organizations to identify local priorities among water quality issues and planning needs.
3) Consult with wastewater management agencies to clarify planning needs and get consensus on plan amendments that could affect them.
4) Prepare and present proposed WQMP plan updates and amendments for public input.
5) Produce a targeted water quality improvement project and, if applicable a supplemental WQM Plan activity, as detailed in OKI’s contract with Ohio EPA.

PRODUCTS

1) Summary of consultations with Ohio EPA on WQMP priorities. (ongoing)
2) Summary of consultations with watershed organizations about water quality issues and planning needs. (as necessary)
3) Summary of consultations with wastewater management agencies about planning needs and plan amendments. (as necessary)
4) Updated Water Quality Management Plan and associated plan amendments. (as necessary)
5) Data and analysis, summary information, maps and descriptive text generated for the targeted water quality improvement project as detailed in OKI’s contract with Ohio EPA. (6/26)

710.9 - WATER QUALITY PROGRAM (OHIO GENERAL ASSEMBLY)

GOAL

To assess, manage, and protect surface water and groundwater resources in view of regional growth and development and the resultant increased demand.

PREVIOUS WORK

OKI adopted a Water Quality Management Plan (WQMP) update for Butler, Clermont, Hamilton, and Warren Counties in Ohio in 2011 in accordance with federal and state requirements. In 2025, a comprehensive plan update and conversion to an online ESRI ArcGIS StoryMap was performed. Prior to this update and digital conversion, the 2011 plan was the only comprehensive update to the Ohio portion of the Regional Water Quality Management Plan published by OKI in 1977. Since 2011 OKI has continued to update the Ohio portion of the Plan on an incremental basis, to provide local governments and their consultants with data including population and land use information, to review wastewater facility projects for consistency with the plan (which is a state and federal requirement), to inform the public of water quality issues and to assist local implementation of plan recommendations. OKI has also conducted studies and analyses and has used stream and watershed evaluations with direction from Ohio EPA to support water quality management at the local, regional and state levels.

METHODOLOGIES

1) Monitor the Water Quality Management Plan to identify needs for amendments and/or updating.
2) Administer core activities related to the responsibilities of Clean Water Act Section 208, including responding to requests for wastewater permit consistency reviews from Ohio EPA, local jurisdictions and other local constituents, and pursue associated needs for amendments to the Regional Water Quality Management Plan.
3) Administer supplemental activities to support regional water quality efforts in the Ohio as determined in collaboration with Ohio EPA.

PRODUCTS

1) Water Quality Management Plan amendments. (as appropriate)
2) Permit consistency reviews, associated plan amendments when needed and public information products as detailed in OKI’s contract with Ohio EPA. (as appropriate)
3) Reports provided to Ohio EPA as detailed in OKI's contract with Ohio EPA. (as appropriate)

711.2 CLIMATE POLLUTION REDUCTION GRANT PROGRAM (USEPA)

GOAL

To monitor the region's Comprehensive Climate Action Plan (CCAP), and develop a Status Report for the Cincinnati OH-KY-IN MSA (Cincinnati MSA or MSA) as required by the US Environmental Protection Agency (USEPA) Climate Pollution Reduction Grant (CPRG) Program.

PREVIOUS WORK

The OKI Executive Committee approved Resolution 2023-12 authorizing participation as a lead organization for the US EPA CPRG program for a planning grant on April 13, 2023. Following this authorization, OKI submitted and received EPA approval of a workplan in 2023, submitted a Priority Climate Action Plan (PCAP) in March 2024, and submitted a Comprehensive Climate Action Plan (CCAP) December 2025. The workplan requires development and submittal of a Status Report during the summer-fall 2027.

METHODOLOGIES

1) Prepare and manage subaward agreements with partner agencies committing to perform tasks defined by USEPA to monitor a CCAP and prepare a Status Report within the timelines established by USEPA.
2) Secure and manage contract services with experts to gather and analyze required data to inform deliverables prepared for the USEPA.
3) Prepare and present information for stakeholder and public input.
4) Produce a Status Report as detailed in OKI's workplan approved by USEPA.
5) Produce quarterly status reports for USEPA on program progress, as required.

PRODUCTS

1) Subrecipient agreements and summary of work tasks completed by partner agencies.
2) Vendor agreements and summary of work tasks completed by contracted service providers.
3) Data and analysis, summary information, maps and descriptive text generated for the stakeholder and public input events.
4) Content for Status Report to be fully submitted to USEPA in FY28
5) Quarterly status reports (7/26, 10/26, 1/27, 4/27)

REGIONAL PLANNING ACTIVITIES

OKI
Ohio · Kentucky · Indiana
Regional Council of Governments

800 - REGIONAL PLANNING ACTIVITIES

GOAL

To provide support for sustainable development through planning services, data resources, and other information useful to the government, business, and civic sectors in the OKI region. When deemed advantageous to the region, to provide contributed services to leverage additional funding for programs that advance regional planning objectives of the OKI Strategic Regional Policy Plan or Metropolitan Transportation Plan.

METHODOLOGIES

1) Assist local governments, businesses, citizens and other parties, by providing contributed services to leverage other funding that advance OKI Strategic Regional Policy Plan or Metropolitan Transportation Plan.
2) Address development issues through research and technical assistance strategies, including working with the public, private, and civic sectors. The beneficiaries of this effort will be government agencies, taxpayers, and local businesses as each improves its capacity to evaluate and direct sustainable growth and development.
3) Provide support for the OKI Regional Planning Forum, a forum for planners in the region from multiple disciplines including land use, environmental, and transportation organized to encourage regional cross disciplinary collaboration and inform planners on current trends and regional initiatives.
4) Provide support for the OKI Planning Directors' Network, a network for planning directors at county, township and municipal levels in the OKI region organized to enable efficient sharing of best practices, information on departmental and professional development and increase likelihood for multijurisdictional collaboration.
5) Partner with the University of Cincinnati School of Planning, Northern Kentucky University and other institutions of higher learning, as requested and appropriate, to provide professional planning expertise and instruction to students of the planning discipline.

PRODUCTS

1) Provision of various services, products, and information. (as appropriate)
2) Analyses of national and regional land development trends, conditions, and issues; and technical assistance on issues including land use, zoning, economic development, housing, water and sewer infrastructure, intergovernmental coordination, capital budgeting, and natural systems. (ongoing)
3) Support services for the Regional Planning Forum activities. (as appropriate)
4) Meeting agendas and related correspondence regarding Planning Directors' Network activities. (as appropriate)
5) Course materials and memos summarizing any instruction or support provided. (as appropriate)

APPENDIX A

BUDGET

Ohio · Kentucky · Indiana
Regional Council of Governments

RATIONALE FOR FUNDING

The objective of the Unified Planning Work Program (UPWP) process is to provide a rational basis for the development, review, approval, execution and control of a comprehensive and coordinated transportation planning program for the OKI Region.

A number of federal, state and local organizations contribute funds to the program. Partner agencies are also recipients of these funds and have the responsibility of completing the described program activities. The UPWP compiles the various resources, needs, interests, and responsibilities into a coordinated annual work program.

The first phase of the process is a determination of what work elements are to be included in the UPWP. This is based upon (1) new federal and state directions and directives, (2) continuing requirements, and (3) local needs, interests and priorities.

Following an evaluation of which elements best serve the needs of the region, while at the same time fulfilling the agency's objectives, a comparison of joint interest and the benefits that will be derived is made. Based on the output of this process, a funding table is prepared for inclusion in the UPWP. The funding agencies, in their review of the work program, make a determination of the appropriate level of funding and source of funds. Comments or requests for changes are then incorporated into a revised UPWP. Throughout the process, the basic premise of maintaining a regional, continuing, cooperative and comprehensive planning process prevails.

The FY 2027 UPWP reflects selectivity in the allocation of funding sources to program activities. This procedure and the subsequent matching of funding sources to program activities reflect consideration of:

- Amount of resources available from each agency;
- Primary interest area of each funding agency;
- Potential for delays in funding by each funding agency;
- Primary interest and type of each recipient agency; and
- Desirability of maintaining a single funding arrangement for each grouping of work activities.

In summary, while it is administratively necessary and advantageous to selectively match funding sources with work activities or groupings, the basic philosophical intent is to maintain a single integrated comprehensive and coordinated transportation planning program that jointly serves the needs of local, state and federal interests.

Work Performance Responsibility

All work is performed by staff except where indicated. OKI may contract with consulting firms using OKI's procurement procedures which are consistent with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Consultants provide access to additional resources and expertise. Elements utilizing consultants are identified in the text of that element. The budgeted amounts are identified within the following budget tables.

	Work Element	SOURCE	Personnel	Consultant	Marketing	Special Purchase	Other Direct	Indirect & Fringes	Total Work Cost	Recipient Match / Contributed Services	Total Project
	TRANSPORTATION PLANNING										
601	**Short Range**										
601	Short Range Planning										
601.1	FY 2027 CPG	CPG	26,880				382	48,738	76,000		76,000
601.1 [1]	FY 2026 CPG Carryover	CPG	11,968				333	21,699	34,000		34,000
602	**TIP**										
602	Transportation Improvement Program										
602.1	FY 2027 CPG	CPG	107,624				4,239	195,137	307,000		307,000
602.1 [1]	FY 2026 CPG Carryover	CPG	828				672	1,501	3,000		3,000
605	**Continuing Planning-Surveillance**										
605	Continuing Planning - Surveillance										
605.1	FY 2027 CPG	CPG	765,870				116,889	1,388,621	2,271,380		2,271,380
605.1 [1]	FY 2026 CPG Carryover	CPG	251,873				34,449	456,678	743,000		743,000
605.6	FY 2027 Raven 911	Local	10,629				100	19,271	30,000		30,000
610	**Transportation Plan**										
610	Transportation Plan										
610.1	Transportation Plan										
610.1	FY 2027 CPG	CPG	439,152				24,610	796,238	1,260,000		1,260,000
610.1 [1]	FY 2026 CPG Carryover	CPG	249,969				32,806	453,225	736,000		736,000
610.4	Land Use Planning										
610.4	FY 2027 STBG (ODOT PID #118934)	STBG/SNK	276,458				28,540	501,254	806,252		806,252
610.5	Fiscal Impact Analysis										
610.5	FY 2027 STBG (ODOT PID #118928)	STBG/SNK	26,863				0	48,705	75,568		75,568

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 1 ALL ACTIVITIES BY COST OBJECTIVE AND DIRECT COST CATEGORY

	Work Element	SOURCE	Personnel	Consultant	Marketing	Special Purchase	Other Direct	Indirect & Fringes	Total Work Cost	Recipient Match / Contributed Services	Total Project
625	**Services**										
625	Services										
625.2	FY 2027 CPG	CPG	175,812				5,419	318,769	500,000		500,000
625.2 [1]	FY 2026 CPG Carryover	CPG	111,158				2,297	201,545	315,000		315,000
665	**Special Studies**										
665	Special Studies										
665.1	Regional Freight Plan Update										
665.1	FY 2027 CPG	CPG	124,340				217	225,443	350,000		350,000
665.4	Regional Clean Air Program										
	(FY27 ODOT PID #118937)										
	FY 2027 ODOT CMAQ / KY SNK	CMAQ/SNK	16,227		160,000		467	29,421	206,115	10,825	216,940
667	**Rideshare Activities**										
667	Rideshare Activities										
667.1	Rideshare Program										
	(FY27 ODOT PID #118939)										
	FY 2027 ODOT CMAQ / KY SNK	CMAQ/SNK	14,145	9,900	165,000		468	25,646	215,159	11,300	226,459
674	**Transit**										
674	Transit										
674.3	Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	FTA	45,565				1,002	82,615	129,182		129,182
674.3	Transit Planning Activities (5310) FFY23-24 (25-23-674.3)	FTA	33,576				5,547	60,877	100,000		100,000
674.4	Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	FTA		111,413					111,413	27,854	139,267
674.4	Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	FTA		8,422					8,422	2,106	10,528
674.4	Transit Planning Activities (5310) FFY23-24 PT (25-23-674.4)	FTA		263,905					263,905	65,976	329,881
674.4	Transit Planning Activities (5310) FFY24-25 PT (26-23-674.4)	FTA		1,395,853					1,395,853	578,278	1,974,131
674.5	Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	FTA/RF		86,134					86,134		86,134

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 1 ALL ACTIVITIES BY COST OBJECTIVE AND DIRECT COST CATEGORY

	Work Element	SOURCE	Personnel	Consultant	Marketing	Special Purchase	Other Direct	Indirect & Fringes	Total Work Cost	Recipient Match / Contributed Services	Total Project
684	**Ohio Exclusive**										
684	Ohio Exclusive - Transportation Planning Activities										
684.3	FY 2027 CPG	CPG	0	238,170			461	0	238,631		238,631
684.3	FY 2026 CPG Carryover	CPG	0	201,058			0	0	201,058		201,058
685	**Indiana Exclusive**										
685	Indiana Exclusive										
685.5	FY2027 SPR - Dearborn County (INDOT)	SPR	25,778				2,483	46,739	75,000		75,000
685.5	FY2026 SPR - Dearborn County (INDOT) Carryover	SPR	11,083				0	20,096	31,179		31,179
686	**Kentucky Exclusive**										
686	Kentucky Exclusive										
686.1	FY 2026 KY Discretionary PL-Kenton Co. Trans. Plan Update Carryover	PL Disc	137	105,400			0	248	105,785		105,785
686.3	FY 2027 Transportation Planning Activities	PL/FTA	9,497				1,855	17,219	28,571		28,571
695	**UPWP Administration**										
695	UPWP Administration										
695.1	FY 2027 CPG	CPG	15,994				6	29,000	45,000		45,000
695.1 [1]	FY 2026 CPG Carryover	CPG	6,041				6	10,953	17,000		17,000
697	**Trans Program Reporting**										
697	Transportation Program Reporting										
697.1	FY 2027 CPG	CPG	10,654				30	19,316	30,000		30,000
697.1	FY 2026 CPG Carryover	CPG	1,063				10	1,927	3,000		3,000

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 1 ALL ACTIVITIES BY COST OBJECTIVE AND DIRECT COST CATEGORY

	Work Element	SOURCE	Personnel	Consultant	Marketing	Special Purchase	Other Direct	Indirect & Fringes	Total Work Cost	Recipient Match / Contributed Services	Total Project
720	**Air Quality**										
720	Mobile Source Emissions Planning										
720.1	FY 2027 CPG	CPG	14,201				52	25,747	40,000		40,000
720.1 [1]	FY 2026 CPG Carryover	CPG	6,025				51	10,924	17,000		17,000
675	**Mass Transit Exclusive**										
	Southwest Ohio Regional Transit Authority (SORTA)										
	Transit Authority of Northern Kentucky (TANK)			See Table 7, Page A-17							
	Middletown Transit Service (MTS)										
	Clermont Transportation Connection (CTC)										
	Butler County Regional Transit Authority (BCRTA)										
	Warren County Transit Service										
	TRANSPORTATION PLANNING SUB TOTAL		**2,789,407**	**2,420,255**	**325,000**	**0**	**263,391**	**5,057,553**	**10,855,606**	**696,339**	**11,551,945**
710	**Water Quality**										
710	Water Quality										
710.2	Carryover	OTHER	8,849				807	16,044	25,700		25,700
710.6	FY2027 OEPA 604 (b) - Core	OEPA	49,119				335	89,060	138,514		138,514
710.9	FY2027 OEPA General Assembly Funds - Core	OEPA	26,578				233	48,189	75,000		75,000
710.1	FY2027 Local Funded Water Activities	Local-OKI	23,400				4,174	42,426	70,000		70,000
711.2	FY2024-2027 US EPA CPRG - Plan Carryover	US EPA	19,715				110,846	35,747	166,308		166,308
800	**Regional Planning Activities**										
800	Regional Planning Activities										
800.1	FY2027 Local Funded Regional Planning Activities	Local-OKI	24,712				481	44,807	70,000		70,000
	NON-TRANSPORTATION PLANNING SUB TOTAL		**152,374**	**0**	**0**	**0**	**116,876**	**276,273**	**545,522**	**0**	**545,522**
	FY 2027 Totals		**2,941,781**	**2,420,255**	**325,000**	**0**	**380,267**	**5,333,825**	**11,401,128**	**696,339**	**12,097,467**

[1] FY26 ODOT CPG carryover funds to be partnered with FY27 KYTC funds

GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 2 CPG (PL/FTA) BY COST OBJECTIVE AND FUNDING SOURCE

No.	Work Element	Total Work Cost (from Table 1)	Other Funding	Ohio Totals	Ohio Federal	Ohio Match	Ohio Local	Kentucky Totals	Kentucky PL	Kentucky KYTC Match	Kentucky FTA 5303	Kentucky Local	Indiana Totals	Indiana PL	Indiana Local
	FY 2027 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	FY 2026 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	Ohio Exclusive CPG Activities	100.0000%		100.0000%	80.0000%	10.0000%	10.0000%								
	Kentucky Exclusive PL/FTA Activities	100.0000%						100.0000%	61.4217%	7.6777%	18.5783%	12.3223%			
	Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
	5310 (FTA)			100.0000%	100.0000%										
601	**Short Range**														
601	Short Range Planning														
601.1	FY 2027 CPG (FY27 CPG Section 11206 activities)	76,000		60,034	48,027	6,003	6,003	15,966	9,806	1,226	2,966	1,967			
601.1 [1]	FY 2026 CPG Carryover	34,000		26,857	21,486	2,686	2,686	7,143	4,387	548	1,327	880			
602	**TIP**														
602	Transportation Improvement Program														
602.1	FY 2027 CPG	307,000		242,506	194,005	24,251	24,251	64,494	39,613	4,952	11,982	7,947			
602.1 [1]	FY 2026 CPG Carryover	3,000		2,370	1,896	237	237	630	387	48	117	78			
605	**Continuing Planning-Surveillance**														
605	Continuing Planning - Surveillance														
605.1	FY 2027 CPG	2,271,380		1,794,215	1,435,372	179,422	179,422	477,165	293,083	36,635	88,649	58,798			
605.1 [1]	FY 2026 CPG Carryover	743,000		586,913	469,530	58,691	58,691	156,087	95,871	11,984	28,998	19,234			
605.6	FY 2027 Raven 911	30,000	30,000												
610	**Transportation Plan**														
610	Transportation Plan														
610.1	Transportation Plan														
610.1	FY 2027 CPG	1,260,000		995,303	796,242	99,530	99,530	264,697	162,581	20,323	49,176	32,616			
610.1 [1]	FY 2026 CPG Carryover	736,000		581,383	465,107	58,138	58,138	154,617	94,968	11,871	28,725	19,052			
625	**Services**														
625	Services														
625.2	FY 2027 CPG	500,000		394,961	315,969	39,496	39,496	105,039	64,516	8,065	19,514	12,943			
625.2 [1]	FY 2026 CPG Carryover	315,000		248,826	199,061	24,883	24,883	66,174	40,645	5,081	12,294	8,154			
665	**Special Studies**														
665	Special Studies														
665.1	Regional Freight Plan Update														
665.1	FY 2027 CPG	350,000		276,473	221,178	27,647	27,647	73,527	45,162	5,645	13,660	9,060			

GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 2 CPG (PL/FTA) BY COST OBJECTIVE AND FUNDING SOURCE

	Work Element	Total Work Cost (from Table 1)	Other Funding	Ohio Totals	Ohio Federal	Ohio Match	Ohio Local	Kentucky Totals	Kentucky PL	Kentucky KYTC Match	Kentucky FTA 5303	Kentucky Local	Indiana Totals	Indiana PL	Indiana Local
	FY 2027 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	FY 2026 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	Ohio Exclusive CPG Activities	100.0000%		100.0000%	80.0000%	10.0000%	10.0000%								
	Kentucky Exclusive PL/FTA Activities	100.0000%						100.0000%	61.4217%	7.6777%	18.5783%	12.3223%			
	Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
	5310 (FTA)			100.0000%	100.0000%										
695	**UPWP Administration**														
695	UPWP Administration														
695.1	FY 2027 CPG	45,000		35,547	28,437	3,555	3,555	9,453	5,806	726	1,756	1,165			
695.1 [1]	FY 2026 CPG Carryover	17,000		13,429	10,743	1,343	1,343	3,571	2,194	274	663	440			
697	**Trans Program Reporting**														
697	Transportation Program Reporting														
697.1	FY 2027 CPG	30,000		23,698	18,958	2,370	2,370	6,302	3,871	484	1,171	777			
697.1 [1]	FY 2026 CPG Carryover	3,000		2,370	1,896	237	237	630	387	48	117	78			
720	**Air Quality**														
720	Mobile Source Emissions Planning														
720.1	FY 2027 CPG	40,000		31,597	25,278	3,160	3,160	8,403	5,161	645	1,561	1,035			
720.1 [1]	FY 2026 CPG Carryover	17,000		13,429	10,743	1,343	1,343	3,571	2,194	274	663	440			
684	**Ohio Exclusive**														
684	Ohio Exclusive - Transportation Planning Activities														
684.3	FY 2027 CPG	238,631		238,631	190,905	23,863	23,863								
684.3	FY 2026 CPG Carryover	201,058		201,058	160,846	20,106	20,106								
686	**Kentucky Exclusive**														
686	Kentucky Exclusive														
686.3	FY 2027 Transportation Planning Activities	28,571						28,571	17,549	2,194	5,308	3,521			
Sub-Total - Regional Totals		7,245,640	30,000	5,769,599	4,615,679	576,960	576,960	1,446,040	888,183	111,023	268,650	178,185			

GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 2 CPG (PL/FTA) BY COST OBJECTIVE AND FUNDING SOURCE

Work	Element	Total Work Cost (from Table 1)	Other Funding	Ohio Totals	Ohio Federal	Ohio Match	Ohio Local	Kentucky Totals	Kentucky PL	Kentucky KYTC Match	Kentucky FTA 5303	Kentucky Local	Indiana Totals	Indiana PL	Indiana Local
	FY 2027 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	FY 2026 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
	Ohio Exclusive CPG Activities	100.0000%		100.0000%	80.0000%	10.0000%	10.0000%								
	Kentucky Exclusive PL/FTA Activities	100.0000%						100.0000%	61.4217%	7.6777%	18.5783%	12.3223%			
	Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
	5310 (FTA)			100.0000%	100.0000%										
	SOURCE OF FUNDS														
	FY2027 CPG - ODOT	5,146,582		4,092,965	3,274,372	409,297	409,297	1,053,616	647,149	80,894	195,744	129,829			
	FY2026 CPG Carryover - ODOT	2,069,058		1,676,634	1,341,307	167,663	167,663	392,424	241,033	30,129	72,906	48,356			
	FY2027 OKI Raven 911	30,000	30,000												
		7,245,640	30,000	5,769,599	4,615,679	576,960	576,960	1,446,040	888,183	111,023	268,650	178,185			
	FY2027 Carrying into FY2028	(2,004,003)		(1,583,008)	(1,266,406)	(158,301)	(158,301)	(420,995)	(258,582)	(32,323)	(78,214)	(51,876)			
	FY2027 PL/FTA - KYTC							1,025,045	629,601	78,700	190,437	126,309			
	KYTC FY27 PL Funding Summary														
601.1	Short Range Planning							15,433	9,479	1,185	2,867	1,902			
602.1	Transportation Improvement Program							62,481	38,377	4,797	11,608	7,699			
605.1	Continuing Planning - Surveillance							526,536	323,407	40,426	97,821	64,881			
610.1	Transportation Plan							231,348	142,098	17,762	42,981	28,507			
625.2	Services							69,062	42,419	5,302	12,830	8,510			
665.1	Regional Freight Plan Update							73,527	45,162	5,645	13,660	9,060			
695.1	UPWP Administration							8,392	5,154	644	1,559	1,034			
697.1	Transportation Program Reporting							5,915	3,633	454	1,099	729			
720.1	Mobile Source Emissions Planning							3,782	2,322	290	702	466			
686.3	FY 2027 Transportation Planning Activities							28,571	17,549	2,194	5,308	3,521			
								1,025,046	629,600	78,700	190,436	126,309			
686	**Kentucky Exclusive**														
686.1	FY 2026 KY Discretionary PL-Kenton Co. Trans. Plan Update Carryover	105,785						105,785	84,628	0	0	21,157			
674	**Transit**														
674	Transit														
674.3	Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	129,182	0	129,182	129,182										
674.3	Transit Planning Activities (5310) FFY23-24 (25-23-674.3)	100,000	0	100,000	100,000										
674.4 [2]	Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	111,413	27,854	111,413	111,413										
674.4 [2]	Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	8,422	2,106	8,422	8,422										
674.4 [2]	Transit Planning Activities (5310) FFY23-24 PT (25-23-674.4)	263,905	65,976	263,905	263,905										
674.4 [2]	Transit Planning Activities (5310) FFY24-25 PT (26-23-674.4)	1,395,853	578,278	1,395,853	1,395,853										
674.5	Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	86,134	0	86,134	86,134										
	TOTAL PL/FTA/STATE FUNDED	**9,446,334**	**704,214**	**7,864,508**	**6,710,588**	**576,960**	**576,960**	**1,551,825**	**972,811**	**111,023**	**268,650**	**199,342**	**0**	**0**	**0**
	Anticipated OH FY27 funding carried to FY28 - not funded by KYTC until FY28	(420,995)						(420,995)	(258,582)	(32,323)	(78,214)	(51,876)			
	KYTC FY27 Funding							**1,130,830**	**714,228**	**78,700**	**190,436**	**147,466**			
		9,025,339	704,214	7,864,508	6,710,588	576,960	576,960	1,130,830	714,228	78,700	190,436	147,466	0	0	0

GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 2 CPG (PL/FTA) BY COST OBJECTIVE AND FUNDING SOURCE

Work Element	Total Work Cost (from Table 1)	Other Funding	Ohio Totals	Ohio Federal	Ohio Match	Ohio Local	Kentucky Totals	Kentucky PL	Kentucky KYTC Match	Kentucky FTA 5303	Kentucky Local	Indiana Totals	Indiana PL	Indiana Local
FY 2027 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
FY 2026 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	7.6777%	18.5783%	12.3223%			
Ohio Exclusive CPG Activities	100.0000%		100.0000%	80.0000%	10.0000%	10.0000%								
Kentucky Exclusive PL/FTA Activities	100.0000%						100.0000%	61.4217%	7.6777%	18.5783%	12.3223%			
Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
5310 (FTA)			100.0000%	100.0000%										
SOURCE OF FUNDS														
FY2027 CPG - ODOT	4,092,965		4,092,965	3,274,372	409,297	409,297								
FY2026 CPG Carryover - ODOT	1,676,634		1,676,634	1,341,307	167,663	167,663								
FY2027 OKI Raven 911	30,000	30,000												
Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	129,182	0	129,182	129,182										
Transit Planning Activities (5310) FFY23-24 (25-23-674.3)	100,000	0	100,000	100,000										
[2] Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	111,413	27,854	111,413	111,413										
[2] Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	8,422	2,106	8,422	8,422										
[2] Transit Planning Activities (5310) FFY23-24 PT (25-23-674.4)	263,905	65,976	263,905	263,905										
[2] Transit Planning Activities (5310) FFY24-25 PT (26-23-674.4)	1,395,853	578,278	1,395,853	1,395,853										
[2] Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	86,134	0	86,134	86,134										
FY2027 PL - KYTC	787,000						787,000	629,600	78,700	0	78,700			
FY2026 Discretionary PL	105,785						105,785	84,628	0	0	21,157			
FY2027 FTA 5303 - KYTC	238,045						238,045	0	0	190,436	47,609			
	9,025,338	704,214	7,864,508	6,710,588	576,960	576,960	1,130,830	714,228	78,700	190,436	147,466	0	0	0

[1] FY2026 ODOT CPG carryover funds to be partnered with FY27 KYTC funds

[2] FTA Pass Through projects matched with recipient match or contributed services

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 3 OTHER TRANSPORTATION BY COST OBJECTIVE AND FUNDING SOURCE

Work Element		Fund	Total Work Cost	Toll Credits & Contributed Services	Total Project
	FY 2027 STBG Funded Projects				
	FY 2027 Regional Clean Air Program				
	FY 2027 Rideshare Activities				
	FY 2027 Indiana SRP Exclusive				
610	**Transportation Plan**				
610	Transportation Plan				
610.4	Land Use Planning				
610.4 [1]	FY 2027 STBG (ODOT PID #118934)	STBG/SNK	806,252		806,252
610.5	Fiscal Impact Analysis				
610.5 [1]	FY 2027 STBG (ODOT PID #118928)	STBG/SNK	75,568		75,568
665	**Special Studies**				
665	Special Studies				
665.4	Regional Clean Air Program (FY27 ODOT PID #118937)				
[1,2]	FY 2027 ODOT CMAQ / KY SNK	CMAQ/SNK	206,115	10,825	216,940
667	**Rideshare Activities**				
667	Rideshare Activities				
667.1	Rideshare Program (FY27 ODOT PID #118939)				
[2]	FY 2027 ODOT CMAQ / KY SNK	CMAQ/SNK	215,159	11,300	226,459
685	**Indiana Exclusive**				
685	Indiana Exclusive				
685.5	FY2027 SPR - Dearborn County (INDOT)	SPR	75,000	0	75,000
685.5	FY2026 SPR - Dearborn County (INDOT) Carryover	SPR	31,179	0	31,179
	TOTALS		1,409,273	22,125	1,431,398

Work Element	Ohio/ Federal Portion		Ohio/Fed State	ODOT match	Carryover Yes	Carryover No	OKI	ODOT	CMAQ	STBG	toll crs	Ohio Local
FY 2027 STBG Funded Projects	78.9923%		100.00%									20.00%
FY 2027 Regional Clean Air Program	78.9923%		100.00%									0.00%
FY 2027 Rideshare Activities	78.9923%		100.00%									
FY 2027 Indiana SRP Exclusive												
610.4 FY 2027 STBG (ODOT PID #118934)	636,877	a	636,877			X	X			X	X	
610.5 FY 2027 STBG (ODOT PID #118928)	59,693	b	59,693			X	X			X	X	
665.4 FY 2027 ODOT CMAQ / KY SNK	162,815	c	162,815			X	X		X		X	
667.1 FY 2027 ODOT CMAQ / KY SNK	169,959	d	169,959			X	X		X			
TOTALS	1,029,344		1,029,344	0								0

Work Element	Kentucky Portion		Kentucky State	Carryover Yes	Carryover No	OKI	KYTC	CMAQ	STBG	Cont Svs	Kentucky Local
FY 2027 STBG Funded Projects	21.0077%		80.00%								20.00%
FY 2027 Regional Clean Air Program	21.0077%		80.00%							x	20.00%
FY 2027 Rideshare Activities	21.0077%		80.00%							x	20.00%
610.4 FY 2027 STBG (ODOT PID #118934)	169,375	e	135,500		X	X			X		33,875
610.5 FY 2027 STBG (ODOT PID #118928)	15,875	f	12,700		X	X			X		3,175
665.4 FY 2027 ODOT CMAQ / KY SNK	54,125	g	43,300		X	X			X	X	10,825
667.1 FY 2027 ODOT CMAQ / KY SNK	56,500	h	45,200		X	X			X	X	11,300
TOTALS	295,875		236,700								59,175

Work Element	Indiana Portion	Indiana State	Carryover Yes	Carryover No	OKI	INDOT	SPR	Indiana Local
FY 2027 Indiana SRP Exclusive	100.0000%	80.00%						20.00%
685.5 FY2027 SPR - Dearborn County (INDOT)	75,000	60,000		X		X	X	15,000
685.5 FY2026 SPR - Dearborn County (INDOT) Carryover	31,179	24,943		X		X	X	6,236
TOTALS	106,179	84,943						21,236

[1] ODOT CMAQ and STBG funds provided at 100% with toll credits match.
[2] KYTC SNK funding matched with contributed services.

SOURCE OF FUNDS

	Total	OH Share		ODOT			OKI Local	KY Share		KYTC	OKI Local		INDOT	OKI Local
FY 2027 STBG/SNK FUNDS - Transportation	881,820	696,570	a,b	696,570	0	x	0	185,250	e,f	148,200	37,050			
FY 2027 SPR FUNDS - Transportation	75,000											75,000	60,000	15,000
FY 2026 SPR FUNDS - Transportation	31,179											31,179	24,943	6,236
FY 2027 CMAQ (OH Clean Air)	162,815	162,815	c	162,815	0	x	0	0						
FY 2027 SNK FUNDS (KY Clean Air)	54,125							54,125	g	43,300	10,825			
FY 2027 CMAQ - (OH Rideshare)	169,959	169,959	d	169,959			0							
FY 2027 SNK FUNDS (KY Rideshare)	56,500							56,500	h	45,200	11,300			
	1,431,398	1,029,344		1,029,344	0		0	295,875		236,700	59,175	106,179	84,943	21,236

a,b	FY27 STBG - LU (PID118934) $636,877 w. TC + FIAM (PID 118928) $59,693 w. TC
c	FY27 CMAQ Clean Air Program (PID 118937) $162,815 w. TC
d	FY27 CMAQ Rideshare Program (PID118939) $169,959

e,f	FY27 SNK Trans. Planning -- LU $135,500 and FIAM $12,700
g	FY27 SNK Regional Clean Air Program $43,300 w. contributed services match
h	FY27 SNK RideShare $45,200 w. contributed services match
**	for FY15 forward KYTC requested KYTC federal share of CMAQ/SNK programs be rounded to nearest $100.

TABLE 4 OTHER PLANNING ACTIVITIES BY COST OBJECTIVE AND FUNDING SOURCE

Work Element	Work Activity		Personnel	Consultant	Marketing	Special Purchase	Other Direct	Indirect & Fringes	Total Work Cost	Contributed Services	Total Project	OH	KY	IN	C/O	FED	US EPA Federal	Ohio Federal	Other State Funds	Other (OWDA)	OKI County Funds
	604(B) Program											x						100.00%			
	Ohio General Assembly funds											x							100.00%		
	Local Water Partners																			100.00%	
	Local Water Quality and Regional Planning Programs																				100.00%
	ENVIRONMENTAL PLANNING																				
710	**Water Quality**																				
710	Water Quality																				
710.2	FY2026 Ohio Water Development Authority (OWDA) Carryov	OTHER	8,849		0	0	807	16,044	25,700		25,700	x				x				25,700	
710.6	FY2027 OEPA 604 (b) - Core	OEPA	49,119		0	0	335	89,060	138,514		138,514	x						138,514			
710.9	FY2027 OEPA General Assembly Funds - Core	OEPA	26,578		0	0	233	48,189	75,000		75,000	x							75,000		
710.1	FY2027 Local Funded Water Activities	Local-OKI	23,400		0	0	4,174	42,426	70,000		70,000										70,000
711.2	FY2024-2027 US EPA CPRG - Plan Carryover	US EPA	19,715	0	0	0	110,846	35,747	166,308		166,308					x	166,308				
	REGIONAL PLANNING																				
800	**Regional Planning Activities**																				
800	Regional Planning Activities																				
800.1	FY2027 Local Funded Regional Planning Activities	Local-OKI	24,712	0	0	0	481	44,807	70,000		70,000										70,000
			152,374	0	0	0	116,876	276,273	545,522	0	545,522						166,308	138,514	75,000	25,700	140,000

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 5 - HOURS

	Work Element	Personnel Cost (From Tbl 1)	Estimated Hourly Rate	Estimated Personnel Hours	Estimated OH Trans Personnel Hours 78.9923%	Estimated KY Trans Personnel Hours 21.0077%	Estimated IN Trans Personnel Hours 100.0000%	Estimated FTA Personnel Hours 100.0000%	Estimated Local Water Personnel Hours 100.0000%	Estimated US EPA Personnel Hours 100.0000%	Estimated Other(OWDA) Personnel Hours 100.0000%	Estimated OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
	TRANSPORTATION PLANNING												
601	**Short Range**												
601	Short Range Planning												
601.1	FY 2027 CPG	26,880	50	533	421	112							
601.1	FY 2026 CPG Carryover	11,968	50	238	188	50							
602	**TIP**												
602	Transportation Improvement Program												
602.1	FY 2027 CPG	107,624	65	1,651	1,304	347							
602.1	FY 2026 CPG Carryover	828	65	13	10	3							
605	**Continuing Planning-Surveillance**												
605	Continuing Planning - Surveillance												
605.1	FY 2027 CPG	765,870	48	15,967	12,613	3,354							
605.1	FY 2026 CPG Carryover	251,873	48	5,251	4,148	1,103							
605.6	FY 2027 Raven 911	10,629	48	223									223
610	**Transportation Plan**												
610	Transportation Plan												
610.1	Transportation Plan												
610.1	FY 2027 CPG	439,152	67	6,579	5,197	1,382							
610.1	FY 2026 CPG Carryover	249,969	67	3,745	2,958	787							
610.4	Land Use Planning												
610.4	FY 2027 STBG (ODOT PID #118934)	276,458	46	5,957	4,706	1,251							
610.5	Fiscal Impact Analysis												
610.5	FY 2027 STBG (ODOT PID #118928)	26,863	34	795	628	167							

TABLE 5 - HOURS

	Work Element	Personnel Cost (From Tbl 1)	Estimated Hourly Rate	Estimated Personnel Hours	Estimated OH Trans Personnel Hours 78.9923%	Estimated KY Trans Personnel Hours 21.0077%	Estimated IN Trans Personnel Hours 100.0000%	Estimated FTA Personnel Hours 100.0000%	Estimated Local Water Personnel Hours 100.0000%	Estimated US EPA Personnel Hours 100.0000%	Estimated Other(OWDA) Personnel Hours 100.0000%	Estimated OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
625	**Services**												
625	Services												
625.2	FY 2027 CPG	175,812	43	4,049	3,199	851							
625.2	FY 2026 CPG Carryover	111,158	43	2,560	2,022	538							
665	**Special Studies**												
665	Special Studies												
665.1	Regional Freight Plan Update												
665.1	FY 2027 CPG	124,340	62	2,006	1,585	421							
665.4	Regional Clean Air Program												
	(FY27 ODOT PID #118937)												
	FY 2027 ODOT CMAQ / KY SNK	16,227	41	400	316	84							
667	**Rideshare Activities**												
667	Rideshare Activities												
667.1	Rideshare Program												
	(FY27 ODOT PID #118939)												
	FY 2027 ODOT CMAQ / KY SNK	14,145	41	349	275	73							
674	**Transit**												
674	Transit												
674.3	Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	45,565	50	919				919					
674.3	Transit Planning Activities (5310) FFY23-24 (25-23-674.3)	33,576	48	701				701					
684	**Ohio Exclusive**												
684	Ohio Exclusive - Transportation Planning Activities												
684.3	FY 2027 CPG	0											
684.3	FY 2026 CPG Carryover	0											
685	**Indiana Exclusive**												
685	Indiana Exclusive												
685.5	FY2027 SPR - Dearborn County (INDOT)	25,778	61	420			420						
685.5	FY2026 SPR - Dearborn County (INDOT) Carryover	11,083	61	181			181						

TABLE 5 - HOURS

	Work Element	Personnel Cost (From Tbl 1)	Estimated Hourly Rate	Estimated Personnel Hours	Estimated OH Trans Personnel Hours 78.9923%	Estimated KY Trans Personnel Hours 21.0077%	Estimated IN Trans Personnel Hours 100.0000%	Estimated FTA Personnel Hours 100.0000%	Estimated Local Water Personnel Hours 100.0000%	Estimated US EPA Personnel Hours 100.0000%	Estimated Other(OWDA) Personnel Hours 100.0000%	Estimated OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
686	**Kentucky Exclusive**												
686	Kentucky Exclusive												
686.1	FY 2026 KY Discretionary PL-Kenton Co. Trans. Plan Update Carryover	137	46	3		3							
686.3	FY 2027 Transportation Planning Activities	9,497	96	99		99							
695	**UPWP Administration**												
695	UPWP Administration												
695.1	FY 2027 CPG	15,994	83	192	151	40							
695.1	FY 2026 CPG Carryover	6,041	83	72	57	15							
697	**Trans Program Reporting**												
697	Transportation Program Reporting												
697.1	FY 2027 CPG	10,654	44	244	193	51							
697.1	FY 2026 CPG Carryover	1,063	44	24	19	5							
720	**Air Quality**												
720	Mobile Source Emissions Planning												
720.1	FY 2027 CPG	14,201	54	262	207	55							
720.1	FY 2026 CPG Carryover	6,025	54	111	88	23							
675	**Mass Transit Exclusive**												
	Southwest Ohio Regional Transit Authority (SORTA)												
	Transit Authority of Northern Kentucky (TANK)												
	Middletown Transit Service (MTS)												
	Clermont Transportation Connection (CTC)												
	Butler County Regional Transit Authority (BCRTA)												
	Warren County Transit Service												
	TRANSPORTATION PLANNING SUB TOTAL	2,789,407		53,546	40,285	10,815	601	1,621	0		0	0	223

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 5 - HOURS

	Work Element	Personnel Cost (From Tbl 1)	Estimated Hourly Rate	Estimated Personnel Hours	Estimated OH Trans Personnel Hours 78.9923%	Estimated KY Trans Personnel Hours 21.0077%	Estimated IN Trans Personnel Hours 100.0000%	Estimated FTA Personnel Hours 100.0000%	Estimated Local Water Personnel Hours 100.0000%	Estimated US EPA Personnel Hours 100.0000%	Estimated Other(OWDA) Personnel Hours 100.0000%	Estimated OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
	ENVIRONMENTAL PLANNING												
710	**Water Quality**												
710	Water Quality												
710.2	FY2026 Ohio Water Development Authority (OWDA) Carryov	8,849	41	215							215		
710.6	FY2027 OEPA 604 (b) - Core	49,119	31	1,579								1,579	
710.7	FY2027 OEPA General Assembly Funds - Core	26,578	36	747					747				
710.1	FY2027 Local Funded Water Activities	23,400	45	515									515
711.2	FY2024-2027 US EPA CPRG - Plan Carryover	19,715	40	491						491			
	REGIONAL PLANNING												
800	**Regional Planning Activities**												
800	Regional Planning Activities												
800.1	FY2027 Local Funded Regional Planning Activities	24,712	37	662									662
	NON-TRANSPORTATION PLANNING SUB TOTAL	152,374		4,208	0	0	0	0	747	491	215	1,579	1,177
	FY 2027 Totals	**2,941,781**		**57,754**	**40,285**	**10,815**	**601**	**1,621**	**747**	**491**	**215**	**1,579**	**1,400**

OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2027 UNIFIED PLANNING WORK PROGRAM
TABLE 6 SUMMARY BUDGET

OKI Fiscal Year 2027 UPWP Funding Distribution

Work Element	Summary -Budget		FY	Personnel Hours	OH PL	OH State	OH STBG	OH CMAQ	KY PL	KY State	KY SNK	KY FTA	IN SPR	FTA Federal	US EPA Federal	OEPA Federal	OEPA State	Other OWDA	OKI Local	cash sub-total	OH TR Credit	KY CS Match	Element Total
601.1	Short Range Planning	CPG	26	238	$ 21,486	$ 2,686													$ 2,686	$ 26,857			$ 26,857
601.1	Short Range Planning	CPG	27	533	$ 48,027	$ 6,003			$ 9,479	$ 1,185		$ 2,867							$ 7,905	$ 75,468			$ 75,468
602.1	Transportation Improvement Program	CPG	26	13	$ 1,896	$ 237													$ 237	$ 2,370			$ 2,370
602.1	Transportation Improvement Program	CPG	27	1,651	$ 194,005	$ 24,251			$ 38,377	$ 4,797		$ 11,608							$ 31,950	$ 304,987			$ 304,987
605.1	Continuing Planning - Surveillance	CPG	26	5,251	$ 469,530	$ 58,691													$ 58,691	$ 586,913			$ 586,913
605.1	Continuing Planning - Surveillance	CPG	27	15,967	$1,435,372	$179,422			$323,407	$ 40,426		$ 97,821							$ 244,303	$ 2,320,751			$ 2,320,751
605.6	Raven 911	Local	27	223															$ 30,000	$ 30,000			$ 30,000
610.1	Transportation Plan	CPG	26	3,745	$ 465,107	$ 58,138													$ 58,138	$ 581,383			$ 581,383
610.1	Transportation Plan	CPG	27	6,579	$ 796,242	$ 99,530			$142,098	$ 17,762		$ 42,981							$ 128,037	$ 1,226,651			$ 1,226,651
625.2	Services	CPG	26	2,560	$ 199,061	$ 24,883													$ 24,883	$ 248,826			$ 248,826
625.2	Services	CPG	27	4,049	$ 315,969	$ 39,496			$ 42,419	$ 5,302		$ 12,830							$ 48,006	$ 464,023			$ 464,023
665.1	Regional Freight Plan Update	CPG	27	2,006	$ 221,178	$ 27,647			$ 45,162	$ 5,645		$ 13,660							$ 36,708	$ 350,000			$ 350,000
686.1	FY 2026 KY Discretionary PL-Kenton Co. Trans. Plan Update Carryover	PL Disc	26	3					$ 84,628										$ 21,157	$ 105,785			$ 105,785
684.3	Ohio Exclusive - Transportation Planning Activities	CPG	27		$ 190,905	$ 23,863													$ 23,863	$ 238,631			$ 238,631
684.3	Ohio Exclusive - Transportation Planning Activities	CPG	26		$ 160,846	$ 20,106													$ 20,106	$ 201,058			$ 201,058
686.3	FY 2027 Transportation Planning Activities	PL/FTA	27	99					$ 17,549	$ 2,194		$ 5,308							$ 3,521	$ 28,571			$ 28,571
695.1	UPWP Administration	CPG	26	72	$ 10,743	$ 1,343													$ 1,343	$ 13,429			$ 13,429
695.1	UPWP Administration	CPG	27	192	$ 28,437	$ 3,555			$ 5,154	$ 644		$ 1,559							$ 4,589	$ 43,938			$ 43,938
697.1	Transportation Program Reporting	CPG	26	24	$ 1,896	$ 237													$ 237	$ 2,370			$ 2,370
697.1	Transportation Program Reporting	CPG	27	244	$ 18,958	$ 2,370			$ 3,633	$ 454		$ 1,099							$ 3,099	$ 29,613			$ 29,613
720.1	Mobile Source Emissions Planning	CPG	26	111	$ 10,743	$ 1,343													$ 1,343	$ 13,429			$ 13,429
720.1	Mobile Source Emissions Planning	CPG	27	262	$ 25,278	$ 3,160			$ 2,322	$ 290		$ 702							$ 3,626	$ 35,378			$ 35,378
674.3	Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	FTA	22-23	919										$ 129,182					$ -	$ 129,182			$ 129,182
674.3	Transit Planning Activities (5310) FFY23-24 (25-23-674.3)	FTA	23-24	701										$ 100,000					$ -	$ 100,000			$ 100,000
674.4	Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	FTA	21-22	0										$ 111,413					$ -	$ 111,413			$ 111,413
674.4	Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	FTA	22-23	0										$ 8,422					$ -	$ 8,422			$ 8,422
674.4	Transit Planning Activities (5310) FFY23-24 PT (25-23-674.4)	FTA	23-24	0										$ 263,905					$ -	$ 263,905			$ 263,905
674.4	Transit Planning Activities (5310) FFY24-25 PT (26-23-674.4)	FTA	24-25	0										$1,395,853					$ -	$ 1,395,853			$ 1,395,853
674.4	Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	FTA/RF	19-21	0										$ 86,134					$ -	$ 86,134			$ 86,134
610.4	Land Use Planning	STBG/SNK	27	5,957			$ 636,877				$ 135,500								$ 33,875	$ 806,252	x		$ 806,252
610.5	Fiscal Impact Analysis	STBG/SNK	27	795			$ 59,693				$ 12,700								$ 3,175	$ 75,568	x		$ 75,568
685.5	FY2026 SPR - Dearborn County (INDOT) Carryover	SPR	26	181									$ 24,943						$ 6,236	$ 31,179			$ 31,179
685.5	FY2027 SPR - Dearborn County (INDOT)	SPR	27	420									$ 60,000						$ 15,000	$ 75,000			$ 75,000
665.4	Regional Clean Air Program	CMAQ/SNK	27	400				$ 162,815			$ 43,300								$ -	$ 206,115	x	$ 10,825	$ 216,940
667.1	Rideshare Activities	CMAQ/SNK	27	349				$ 169,959			$ 45,200								$ -	$ 215,159		$ 11,300	$ 226,459
710.2	FY2026 Ohio Water Development Authority (OWDA) Carryover	OTHER	26	215														$ 25,700	$ -	$ 25,700			$ 25,700
710.6	FY2027 OEPA 604 (b) - Core	OEPA	27	1,579												$ 138,514			$ -	$ 138,514			$ 138,514
710.9	FY2027 OEPA General Assembly Funds - Core	OEPA	27	747													$ 75,000		$ -	$ 75,000			$ 75,000
710.1	FY2027 Local Funded Water Activities	Local-OKI	27	515															$ 70,000	$ 70,000			$ 70,000
711.2	FY2024-2027 US EPA CPRG - Plan Carryover	US EPA	24-27	491											$ 166,308				$ -	$ 166,308			$ 166,308
800.1	Regional Planning Activities	Local-OKI	27	662															$ 70,000	$ 70,000			$ 70,000
	Total UPWP			57,754	$4,615,679	$576,960	$ 696,570	$ 332,774	$714,228	$ 78,700	$ 236,700	$190,435	$ 84,943	$2,094,909	$ 166,308	$ 138,514	$ 75,000	$ 25,700	$ 952,712	$ 10,980,134	$ -	$ 22,125	$11,002,259

Table 7 - FY27 Transit Planning Budget						
Cincinnati Metro						
Planning Activity	**Federal 5307 FTA**	**Federal Other**	**State**	**Local**	**Total**	**Completion Date**
Walnut Hills Transit Center Planning			$ 400,000	$ 80,000	$ 480,000	12/31/2026
Walnut Hills Transit Center Planning (AoPP)		$ 341,560		$ 37,950	$ 379,510	12/31/2026
SORTA Onboard Customer Service Study (AoPP)		$ 363,545		$ 40,394	$ 403,939	12/31/2027
SORTA Long Range Transportation Plan (completes study started in FY26)			$ 485,120	$ 121,280	$ 606,400	9/1/2026
North College Hill Transit Planning			$ 400,000	$ 80,000	$ 480,000	12/31/2026
Transit Authority of Northern Kentucky (TANK)						
Planning Activity	Federal 5307 FTA	Federal Other	State	Local	Total	Completion Date
No planning activities	$ -		$ -		$ -	
Middletown Transit Service (MTS)						
Planning Activity	**Federal 5307 FTA**	**Federal Other**	**State**	**Local**	**Total**	**Completion Date**
Planning concepts for the new/renovated Middletown Transit Station	$ 125,000			$ 31,250	$ 156,250	12/31/2027
Clermont Transportation Connection (CTC)						
Planning Activity	Federal 5307 FTA	Federal Other	State	Local	Total	Completion Date
Transit Planning Study	$ 80,000		$ 20,000		$ 100,000	Nov-26
Butler County Regional Transit Authority (BCRTA)						
Planning Activity	**Federal 5307 FTA**	**Federal Other**	**State**	**Local**	**Total**	**Completion Date**
Study local ridership & demographics enhance communication & marketing material				$ 12,610	$ 12,610	12/31/2027
Develop plan to recycle retired electronics				$ 12,610	$ 12,610	12/31/2027
Rideshare Study				$ 12,610	$ 12,610	12/31/2027
Transit Propensity Study				$ 12,610	$ 12,610	12/31/2027
Warren County Transit Service (WCTS)						
Planning Activity	**Federal 5307 FTA**	**Federal Other**	**State**	**Local**	**Total**	**Completion Date**
No planning activities						
City of Cincinnati (Streetcar)						
Planning Activity	**Federal 5307 FTA**	**Federal Other**	**State**	**Local**	**Total**	**Completion Date**
Streetcar Technology Study (completes study started in FY26 using AoPP)		$ 250,000		$ 27,778	$ 277,778	11/30/2026

APPENDIX B

COST ALLOCATION

Ohio · Kentucky · Indiana
Regional Council of Governments

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

EMPLOYEE WAGES
Indirect Labor

Acct. #	Acct. Name	ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25020201200-510501 / 27020201200-510501	Salaries - Indirect Administration	$366,363.38	$376,560.91	($10,197.53)	$404,494.76
25020201200-510502 / 27020201200-510502	Salaries - Indirect Accounting/Finance	$295,950.07	$307,068.78	($11,118.71)	$357,507.35
25020201200-510504 / 27020201200-510504	Salaries - Indirect Communications	$164,033.44	$179,722.46	($15,689.02)	$159,704.63
25020201200-510506 / 27020201200-510506	Salaries - Indirect Administrative Support	$11,873.02	$8,588.34	$3,284.68	$10,265.50
Subtotal - Indirect Labor		$838,219.91	$871,940.49	($33,720.58)	$931,972.24

Direct Labor

Acct. #	Acct. Name	ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25010100100-5105.00 / 27010100100-510500	Salaries - General and Administrative	$18,598.81	$11,735.73	$6,863.08	$26,512.31
25010100200-510500 / 27010100200-510500	Salaries - General and Administrative - Annual Meeting	$6,424.68	$6,186.24	$238.44	$8,036.41
25010100500-510500 / 27010100500-510500	Salaries - General and Administrative - Much in Common	$0.00	$125.29	($125.29)	$2,160.90
25010605600-510500 / 27010605600-510500	Salaries - RAVEN 911	$10,796.95	$1,939.13	$8,857.82	$10,628.96
25010610200-510500 / 27010610200-510500	Salaries - Freight Conference	$0.00	$0.00	$0.00	$0.00
25280667100-510500 / 27280667100-510500	Salaries - RideShare	$5,850.90	$2,369.83	$3,481.07	$7,212.40
24080601100-510500 / 26080601100-510500	Salaries - Short Range Planning co	$6,778.25	$7,654.13	($875.88)	$11,967.82
24080602100-510500 / 26080602100-510500	Salaries - Trans Imprvmnt Program co	$7,104.28	$18,823.57	($11,719.29)	$827.65
24080605100-510500 / 26080605100-510500	Salaries - Continuing Planning Surveillance co	$130,883.07	$173,123.78	($42,240.71)	$251,873.00
24080610100-510500 / 26080610100-510500	Salaries - Transportation Plan co	$113,654.95	$94,888.57	$18,766.38	$249,968.72
24080625200-510500 / 26080625200-510500	Salaries - Services co	$13,731.01	$19,640.57	($5,909.56)	$111,158.47
24080684300-510500 / 26080684300-510500	Salaries - OH Exclusive - Transportation Planning	$0.00	$18,264.46	($18,264.46)	$0.00
24080695100-510500 / 26080695100-510500	Salaries - UPWP Administration co	$6,457.95	$3,021.38	$3,436.57	$6,040.96
24080697100-510500 / 26080697100-510500	Salaries - Trans Program Reporting co	$3,016.84	$0.00	$3,016.84	$1,062.87
24080720100-510500 / 26080720100-510500	Salaries - Mobile Source Emissions co	$363.56	$1,598.03	($1,234.47)	$6,024.97
25080601100-510500 / 27080601100-510500	Salaries - Short Range Planning	$19,111.31	$22,150.25	($3,038.94)	$13,893.17
25080602100-510500 / 27080602100-510500	Salaries - Trans Improvement Program	$77,978.34	$75,124.89	$2,853.45	$103,151.35
25080605100-510500 / 27080605100-510500	Salaries - Continuing Planning - Surveillance	$640,049.05	$581,773.51	$58,275.54	$585,293.83
25080610100-510500 / 27080610100-510500	Salaries - Transportation Plan	$264,718.93	$273,781.81	($9,062.88)	$121,091.28
25080610200-510500 / 27080610200-510500	Salaries - Long Range Plng - Freight Conference	$0.00	$0.00	$0.00	$0.00
25080610200-510500 / 27080610200-510500	Salaries - Services	$120,170.91	$62,831.60	$57,339.31	$2,959.40
25080665100-510500 / 27080665100-510500	Salaries - Regional Freight Plan	$0.00	$0.00	$0.00	$124,339.98
25080684300-510500 / 27080684300-510500	Salaries - OH Exclusive - Transportation Planning	$0.00	$7,742.78	($7,742.78)	$0.00
25080684600-510500	Salaries - OH Exclusive - Bike/Ped Count	$0.00	$1,214.10	($1,214.10)	$0.00
26080686100-510500	Salaries - KYTC Discretionary - Kenton Co Trans. Plan Update	$0.00	$0.00	$0.00	$136.54
25080686200-510500	Salaries - KYTC Discretionary - Boone Co Trans. Plan Update	$23,486.37	$8,669.61	$14,816.76	$0.00
25080686300-510500 / 27080686300-510500	Salaries - KYTC Excl - Trans Planning Activities	$26,240.37	$10,194.08	$16,046.29	$9,496.84
25080695100-510500 / 27080695100-510500	Salaries - UPWP Administration	$8,573.82	$7,436.47	$1,137.35	$8,154.71
25080697100-510500 / 27080697100-510500	Salaries - Trans Program Reporting	$6,030.35	$8,264.75	($2,234.40)	$8,931.15
25080720100-510500 / 27080720100-510500	Salaries - Mobile Source Emissions	$4,417.36	$3,868.07	$549.29	$336.54
25150610400-510500 / 27150610400-510500	Salaries - Land Use Planning	$219,752.51	$253,964.03	($34,211.52)	$276,457.99
25-15-610.5-5105.00 / 27150610500-510500	Salaries - Fiscal Impact Analysis Model Implementation	$9,541.12	$1,807.44	$7,733.68	$5,589.54

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

		ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
26152685500-510500	Salaries - INDOT SPR Carryover	$26,572.91	$25,610.99	$961.92	$11,083.39
25152685500-510500 / 27152685500-510500	Salaries - INDOT SPR	$0.00	$0.00	$0.00	$25,778.18
25260665400-510500 / 27260665400-510500	Salaries - Regional Clean Air Program	$10,406.38	$3,077.47	$7,328.91	$7,212.40
22230674300-510500	Salaries - FTA (5310) Transit	$19,559.04	$31,541.58	($11,982.54)	$0.00
24230674300-510500	Salaries - FTA (5310) Transit	$88,906.35	$42,192.37	$46,713.98	$45,565.29
25230674300-510500	Salaries - FTA (5310) Transit	$0.00	$0.00	$0.00	$28,111.77
25400800100-510500 / 27400800100-510500	Salaries - Regional Planning	$20,394.03	$11,376.50	$9,017.53	$24,712.36
25300710100-510500 / 27300710100-510500	Salaries - Local Water	$24,864.17	$19,476.39	$5,387.78	$22,568.02
24350711200-510500	Salaries - US EPA CPRG Carryover	$35,563.62	$45,924.88	($10,361.26)	$19,715.41
25360710700-510500 / 27360710700-510500	Salaries - OH General Assembly WQ - Supplemental	$2,723.08	$0.00	$2,723.08	$0.00
25360710900-510500 / 27360710900-510500	Salaries - OH General Assembly WQ - Core	$24,427.01	$26,561.61	($2,134.60)	$26,577.41
25380710500-510500 / 27380710500-510500	Salaries - OEPA 604b Water - Supplemental	$14,266.66	$0.00	$14,266.66	$0.00
25380710600-510500 / 27380710600-510500	Salaries - OEPA 604b Water - Core	$21,662.08	$35,161.53	($13,499.45)	$49,119.17
26320710200-510500	Salaries - Ohio WDA Carryover	$27,186.88	$0.00	$27,186.88	$8,848.39
Subtotal - Direct Labor		$2,060,263.90	$1,919,117.42	$141,146.48	$2,222,599.55
TOTAL EMPLOYEE WAGES		$2,898,483.81	$2,791,057.91	$107,425.90	$3,154,571.79

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

FRINGE BENEFITS COST CENTER

Paid Leave

Acct. #	Acct. Name	ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25030201100-510800 / 27030201100-510800	Performance Contingency	$0.00	$7,750.00	($7,750.00)	$0.00
25030201100-511000 / 27030201100-511000	Vacation Expense	$194,321.01	$249,774.50	($55,453.49)	$272,067.06
25030201100-511500 / 27030201100-511500	Sick Leave	$58,406.69	$62,757.53	($4,350.84)	$108,030.73
25030201100-512000 / 27030201100-512000	Holiday Leave (8 fixed)	$98,937.52	$97,435.56	$1,501.96	$107,551.54
25030201100-512002 / 27030201100-512002	Presidents' Day - Sub Holiday	$12,367.20	$12,795.42	($428.22)	$13,443.94
25030201100-512003 / 27030201100-512003	Columbus Day - Sub Holiday	$12,367.20	$13,042.75	($675.55)	$13,443.94
25030201100-512005 / 27030201100-512005	Juneteenth - Sub Holiday	$12,367.20	$12,258.68	$108.52	$13,443.94
25030201100-523000 / 27030201100-523000	Administrative Leave	$11,451.59	$21,444.91	($9,993.32)	$15,309.60
Subtotal - Paid Leave		$400,218.41	$477,259.35	($77,040.94)	$543,290.75

Other Fringe Benefits

Acct. #	Acct. Name	ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25030201100-520502 / 27030201100-520502	FICA - Employer	$238,554.00	$230,931.02	$7,622.98	**$267,408.28**
25030201100-520503 / 27030201100-520503	Washington Payroll Taxes	$121.00	$223.13	($102.13)	**261.20**
25030201100-521100 / 27030201100-521100	Retirement Plan (403b)	$124,676.00	$105,892.26	$18,783.74	**$140,470.75**
25030201100-521000 / 27030201100-521000	Retirement Plan (401a)	$342,946.00	$330,764.46	$12,181.54	**$384,373.48**
25030201100-521200 / 27030201100-521200	Employer 457 Plan Contribution	$22,624.00	$23,313.30	($689.30)	**$24,406.13**
25030201100-520505 / 27030201100-520505	Workers' Compensation	$3,051.00	$1,873.47	$1,177.53	**1,929.83**
25030201100-522000 / 27030201100-522000	Unemployment Insurance	$5,144.00	$938.53	$4,205.47	**5,047.88**
25030201100-522300 / 27030201100-522300	HRA Expenses - ER	$3,800.00	$6,479.75	($2,679.75)	**$3,800.00**
25030201100-522400 / 27030201100-522400	HSA Contribution - ER	$83,600.00	$82,174.99	$1,425.01	**$85,500.00**
25030201100-522501 / 27030201100-522501	Health Insurance Premium	$395,444.28	$353,669.74	$41,774.54	**$469,571.25**
25030201100-522502 / 27030201100-522502	Dental Insurance Premium	$21,346.62	$20,613.84	$732.78	**$22,825.76**
25030201100-522503 / 27030201100-522503	Life Insurance Premium	$15,699.78	$15,222.25	$477.53	**$17,421.30**
25030201100-522504 / 27030201100-522504	LTD Insurance Premium	$15,687.90	$15,052.29	$635.61	**$16,493.83**
25030201100-522505 / 27030201100-522505	ADD Insurance Premium	$1,221.84	$1,173.72	$48.12	**$1,287.52**
25030201100-522506 / 27030201100-522506	Vision Insurance Premium	$3,370.98	$3,172.04	$198.94	**$3,234.59**
25030201100-522600 / 27030201100-522600	Employee Incentive	$3,459.00	$4,025.60	($566.60)	**5,492.01**
25030201100-524030 / 27030201100-524030	Sick Leave Variance & Adjust	$22,427.46	$36,871.98	($14,444.52)	**$1,186.59**
25030201100-524032 / 27030201100-524032	Holiday Variance & Adjustment	($4,193.88)	($841.79)	($3,352.09)	**$1,110.42**
25030201100-524036 / 27030201100-524036	Vacation Variance & Adjustment	$106,475.71	$38,036.66	$68,439.05	**$64,011.12**
	Prior Year Rate Adjustment	$0.00	$0.00	$0.00	$0.00
Subtotal - Other Fringe		$1,405,455.69	$1,269,587.24	$135,868.45	$1,515,831.93
TOTAL FRINGE BENEFITS		$1,805,674.10	$1,746,846.59	$58,827.51	$2,059,122.68

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

INDIRECT COST CENTER - NON-LABOR

Acct. #	Acct. Name	ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25020201200-510700 / 27020201200-510700	Auto Allowance	$8,700.00	$8,700.00	$0.00	**$8,700.00**
25020201200-551002 / 27020201200-551002	Meals & Incidentals - OR	$582.30	$0.00	$582.30	**$498.00**
25020201200-551502 / 27020201200-551502	Lodging - OR	$1,256.38	$0.00	$1,256.38	**$927.81**
25020201200-552002 / 27020201200-552002	Transportation - OR	$865.40	$0.00	$865.40	**$1,120.30**
25020201200-552303 / 27020201200-552303	Transp OR OKI Vehicle Mileage	$0.00	$0.00	$0.00	**$0.00**
25020201200-552006 / 27020201200-552006	Transportation - IR	$93.17	$29.00	$64.17	**$72.75**
25020201200-552304 / 27020201200-552304	Transp IR OKI Vehicle Mileage	$21.00	$0.00	$21.00	**$11.00**
25020201200-552502 / 27020201200-552502	Misc. Travel Expenses - OR	$0.00	$0.00	$0.00	**$160.00**
25020201200-555002 / 27020201200-555002	PD - Meals & Incidentals - OR	$1,192.75	$266.20	$926.55	**2,484.00**
25020201200-556502 / 27020201200-556502	PD - Misc. Travel Expenses - OR	$120.00	$0.00	$120.00	**480.00**
25020201200-555502 / 27020201200-555502	PD - Lodging - OR	$3,646.94	$1,646.16	$2,000.78	**6,227.33**
25020201200-556002 / 27020201200-556002	PD - Transportation - OR	$1,660.00	$1,116.21	$543.79	**3,109.60**
25020201200-556303 / 27020201200-556303	ProfDev OR OKI Vehicle Mileage	$0.00	$0.00	$0.00	**146.45**
25020201200-556006 / 27020201200-556006	PD - Transportation - IR	$0.00	$0.00	$0.00	**-**
25020201200-556304 / 27020201200-556304	ProfDev IR OKI Vehicle Mileage	$0.00	$0.00	$0.00	**-**
25020201200-557000 / 27020201200-557000	Professional Development Registrations	$9,168.64	$20,235.35	($11,066.71)	**19,349.96**
25020201200-558000 / 27020201200-558000	Professional Development Memberships	$70.00	$160.00	($90.00)	**160.00**
25020201200-558500 / 27020201200-558500	Agency Memberships	$3,797.00	$4,485.55	($688.55)	**5,017.72**
25020201200-559000 / 27020201200-559000	Professional Publicatons	$1,715.00	$638.34	$1,076.66	**1,560.00**
25020201200-611000 / 27020201200-611000	Technical Consultants	$9,500.00	$8,325.00	$1,175.00	**$9,500.00**
25020201200-612500 / 27020201200-612500	Professional Services - Other	$229,026.00	$216,166.54	$12,859.46	**$256,158.75**
25020201200-621000 / 27020201200-621000	Outside Printing & Graphics	$1,000.00	$1,203.50	($203.50)	**$1,325.00**
25020201200-631000 / 27020201200-631000	Temporary Services	$0.00	$0.00	$0.00	**$960.00**
25020201200-635000 / 27020201200-635000	Payroll/Data Processing Services	$7,581.00	$8,404.87	($823.87)	**$8,754.00**
25020201200-711000 / 27020201200-711000	Materials and Supplies	$5,146.00	$2,998.42	$2,147.58	**$4,666.06**
25020201200-711001 / 27020201200-711001	Supplies - Office Equipment	$5,484.00	$3,103.19	$2,380.81	**$3,194.00**
25020201200-711002 / 27020201200-711002	Supplies - Furniture & Fixture	$425.00	$0.00	$425.00	**$0.00**
25020201200-711003 / 27020201200-711003	Supplies - Computers & Software	$31,077.00	$18,324.80	$12,752.20	**$38,535.00**
25020201200-711004 / 27020201200-711004	Supplies - IT Equipment	$43,883.00	$13,921.43	$29,961.57	**$57,497.29**
25020201200-715100 / 27020201200-715100	Occupancy & Storage	$353,251.00	$365,328.93	($12,077.93)	**$380,439.00**
25020201200-715300 / 27020201200-715300	Telephone - Line chgs and LD	$8,633.00	$6,102.05	$2,530.95	**$6,587.00**
25020201200-715700 / 27020201200-715700	Internet Expenses	$12,360.00	$12,369.80	($9.80)	**$12,384.00**
25020201200-715900 / 27020201200-715900	Website Management	$195.00	$0.00	$195.00	**$0.00**
25020201200-721000 / 27020201200-721000	Postage and Shipping	$1,071.00	$871.38	$199.62	**$1,350.72**
25020201200-725000 / 27020201200-725000	Equip Repairs, Maint & Lease	$14,821.00	$11,065.39	$3,755.61	**$8,757.12**
25020201200-731100 / 27020201200-731100	Legal	$115,000.00	$64,219.72	$50,780.28	**$110,000.00**
25020201200-731200 / 27020201200-731200	Auditing Fees	$20,750.00	$20,753.70	($3.70)	**$21,303.10**
25020201200-735000 / 27020201200-735000	Insurance	$36,684.53	$36,399.52	$285.01	**$38,544.12**
25020201200-741000 / 27020201200-741000	Meetings and Hearings	$144.00	$113.21	$30.79	**$362.00**

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

		ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
25020201200-745000 / 27020201200-745000	Depreciation	$25,559.67	$27,471.16	($1,911.49)	**$21,087.60**
25020201200-751000 / 27020201200-751000	Legal Notices	$1,340.00	$296.00	$1,044.00	**$883.15**
25020201200-752000 / 27020201200-752000	Retirement Plan Expenses	$1,500.00	$0.00	$1,500.00	**$1,500.00**
25020201200-752500 / 27020201200-752500	Employee Benefit Plan Fees	$500.00	$0.00	$500.00	**$500.00**
25020201200-765100 / 27020201200-765100	In-house Reproduction	$1,395.00	$1,140.30	$254.70	**$1,097.50**
25020201200-765400 / 27020201200-765400	Other Unclassified	$3,512.00	$3,410.33	$101.67	**$3,353.00**
25020201200-765500 / 27020201200-765500	Indirect Expense Reimbursement	$0.00	$0.00	$0.00	$0.00
	Prior Year Rate Adjustment	$0.00	$0.00	$0.00	$0.00
TOTAL INDIRECT COSTS - NON-LABOR		$962,726.78	$859,266.05	$103,460.73	$1,038,763.32

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2024 - June 30, 2025

		ESTIMATED FY 2025	ACTUAL FY 2025	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2027
FRINGE BENEFIT COST RATE CALCULATION					
TOTAL FRINGE BENEFITS	A	$1,805,674	$1,746,847		$2,059,123
TOTAL EMPLOYEE WAGES	B	$2,898,484	$2,791,058		$3,154,572
FRINGE BENEFIT COST RATE		**62.30%**	**62.59%**	**A ÷ B**	**65.2742%**
FRINGE BENEFIT COST RECOVERY COMPARISON FY 2025					
Should have recovered in fiscal year	+		$1,201,123	Actual DL * Actual Fringe Rate	
Amount actually recovered in fiscal year	-		$1,195,556	Actual DL * Estimated Fringe Rate	
Prior Year Net (Over) / Under Recovery	+		$0		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		$0		
(Over) / Under Recovery of Fringe Benefits	=		$5,567		
FRINGE BENEFITS COST DISTRIBUTION					
INDIRECT LABOR FRINGE BENEFITS		$522,187	$545,724		$608,338
DIRECT LABOR FRINGE BENEFITS		$1,283,487	$1,201,123		$1,450,785
TOTAL FRINGE BENEFITS		$1,805,674	$1,746,847		$2,059,123
INDIRECT COST RATE CALCULATION					
INDIRECT LABOR		$838,220	$871,940		$931,972
INDIRECT FRINGE BENEFITS		$522,187	$545,724		$608,337.77
OTHER INDIRECT COSTS		$962,727	$859,266		$1,038,763
TOTAL INDIRECT COSTS	A	$2,323,134	$2,276,930		$2,579,073
TOTAL DIRECT LABOR COSTS	B	$2,060,264	$1,919,117		$2,222,600
INDIRECT COST RATE		**112.76%**	**118.64%**	**A ÷ B**	**116.0386%**
INDIRECT COST RECOVERY COMPARISON FY 2025					
Should have recovered in fiscal year	+		$2,276,930	Actual DL * Actual Indirect Rate	
Amount actually recovered in fiscal year	-		$2,163,979	Actual DL * Estimated Indirect Rate	
Prior Year Net (Over) / Under Recovery	+		$0		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		$0		
(Over) / Under Recovery of Indirect Costs	=		$112,951		
SUMMARY					
		ESTIMATED FY 2025	**ACTUAL FY 2025**		**ESTIMATED FY 2027**
FRINGE BENEFIT COST RATE		**62.2972%**	**62.5873%**		**65.2742%**
INDIRECT COST RATE		**112.7591%**	**118.6447%**		**116.0386%**
TOTAL OVERHEAD COST RATE		**175.0563%**	**181.2319%**		**181.3128%**

OKI
Ohio · Kentucky · Indiana
Regional Council of Governments

Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal February 20, 2026 to establish billing or final indirect costs rates for July 1, 2026 – June 30, 2027 are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of Subpart E—Cost Principles of Part
200. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: Ohio-Kentucky-Indiana Regional Council of Governments

Signature: Mark Policinski
Mark Policinski (Feb 18, 2026 08:49:04 EST)

Name of Official: Mark R. Policinski

Title: Executive Director / CEO

Date of Execution: 02/18/2026

I hereby certify that an Audit of Fiscal Year 2027 cost will be contracted for the work performed. The Audit will be in conformity with the provision of the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (U.S. Comptroller General); Guidelines for Financial and Compliance Audits of Federally Assisted Programs (U.S. General Accounting Office); Major Compliance Features of Programs Administered by State and Local Governments (Office of Management and Budget); and the provisions of OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, Subpart F – Audit Requirements.

Governmental Unit: Ohio-Kentucky-Indiana Regional Council of Governments

Signature: Mark Policinski
Mark Policinski (Feb 18, 2026 08:49:04 EST)

Name of Official: Mark R. Policinski

Title: Executive Director / CEO

Date of Execution: 02/18/2026

Josh Gerth
President

Mark R. Policinski
CEO

720 E. Pete Rose Way, Suite 420 Cincinnati, Ohio 45202 | Phone: 513.621.6300 | Fax: 513.621.9325 | www.oki.org
Serving the Counties of: Boone | Butler | Campbell | Clermont | Dearborn | Hamilton | Kenton | Warren

www.facebook.com/okiregional twitter.com/okircog

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
660110	601 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Short Range**	Direct Labor	11,968		9,454	7,563	945						945
Carryover	65.2742%	Fringe Benefits	7,812		6,171	4,937	617						617
FY27 KY	116.0386%	INDIRECT	13,887		10,970	8,776	1,097						1,097
funds	FY2027 CAP Rates	OTHER DIRECT	333		263	210	26						26
		TOTAL	34,000		26,857	21,486	2,686						2,686
	FY27 Funding		76,000		60,034	48,027	6,003						6,003
760110	601 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Short Range**	Direct Labor	13,893		10,975	8,780	1,097						1,097
funds	65.2742%	Fringe Benefits	9,069		7,164	5,731	716						716
	116.0386%	INDIRECT	16,121		12,735	10,188	1,273						1,273
	FY2027 CAP Rates	OTHER DIRECT	382		302	241	30						30
		TOTAL	39,465		31,175	24,940	3,117						3,117
	FY27 Carrying into FY28	48.07%	36,535		28,860	23,088	2,886						2,886
660210	602 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**TIP**	Direct Labor	828		654	523	65						65
Carryover	65.2742%	Fringe Benefits	540		427	341	43						43
FY27 KY	116.0386%	INDIRECT	960		759	607	76						76
funds	FY2027 CAP Rates	OTHER DIRECT	672		531	425	53						53
		TOTAL	3,000		2,370	1,896	237						237
	FY27 Funding		307,000		242,506	194,005	24,251						24,251
760210	602 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**TIP**	Direct Labor	103,151		81,482	65,185	8,148						8,148
funds	65.2742%	Fringe Benefits	67,331		53,187	42,549	5,319						5,319
	116.0386%	INDIRECT	119,695		94,550	75,640	9,455						9,455
	FY2027 CAP Rates	OTHER DIRECT	4,239		3,348	2,679	335						335
		TOTAL	294,417		232,567	186,053	23,257						23,257
	FY27 Carrying into FY28	4.10%	12,583		9,940	7,952	994						994

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
660510	605 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Cont Plan- Surv.**	Direct Labor	251,873		198,960	159,168	19,896						19,896
Carryover	65.2742%	Fringe Benefits	164,408		129,870	103,896	12,987						12,987
FY27 KY	116.0386%	INDIRECT	292,270		230,871	184,697	23,087						23,087
funds	FY2027 CAP Rates	OTHER DIRECT	34,449		27,212	21,770	2,721						2,721
		TOTAL	743,000		586,913	469,530	58,691						58,691
	FY27 Funding		2,271,380		1,794,215	1,435,372	179,422						179,422
760510	605 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Cont Plan- Surv.**	Direct Labor	585,294		462,337	369,870	46,234						46,234
funds	65.2742%	Fringe Benefits	382,046		301,787	241,430	30,179						30,179
	116.0386%	INDIRECT	679,167		536,489	429,192	53,649						53,649
	FY2027 CAP Rates	OTHER DIRECT	116,889		92,333	73,867	9,233						9,233
		TOTAL	1,763,396		1,392,947	1,114,357	139,295						139,295
	FY27 Carrying into FY28	22.36%	507,984		401,269	321,015	40,127						40,127
	FY27 Funding		30,000	30,000 Local									
7560560	605 (FED)	% OF FUNDING	100	100.00	78.9923	80.0000	10.0000						10.0000
Local	**RAVEN 911**	Direct Labor	10,629	10,629	0	0	0						0
FY27	65.2742%	Fringe Benefits	6,937	6,937	0	0	0						0
funds	116.0386%	INDIRECT	12,333	12,333	0	0	0						0
	FY2027 CAP Rates	OTHER DIRECT	100	100	0	0	0						0
		TOTAL	30,000	30,000	0	0	0						0
	FY27 Carrying into FY28	0.00%	0	0	0	0	0						0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
661010	610 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Transportation Plan**	Direct Labor	249,969		197,456	157,965	19,746						19,746
Carryover	65.2742%	Fringe Benefits	163,165		128,888	103,110	12,889						12,889
FY27 KY	116.0386%	INDIRECT	290,060		229,125	183,300	22,913						22,913
funds	FY2027 CAP Rates	OTHER DIRECT	32,806		25,914	20,731	2,591						2,591
		TOTAL	736,000		581,383	465,107	58,138						58,138
	FY27 Funding		1,260,000		995,303	796,242	99,530						99,530
761010	610 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Transportation Plan**	Direct Labor	121,091		95,653	76,522	9,565						9,565
funds	65.2742%	Fringe Benefits	79,041		62,437	49,949	6,244						6,244
	116.0386%	INDIRECT	140,513		110,994	88,795	11,099						11,099
	FY2027 CAP Rates	OTHER DIRECT	24,610		19,440	15,552	1,944						1,944
		TOTAL	365,255		288,524	230,819	28,852						28,852
	FY27 Carrying into FY28	71.01%	894,745		706,779	565,424	70,678						70,678
662520	625 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Services**	Direct Labor	111,158		87,807	70,245	8,781						8,781
Carryover	65.2742%	Fringe Benefits	72,558		57,315	45,852	5,732						5,732
FY27 KY	116.0386%	INDIRECT	128,987		101,890	81,512	10,189						10,189
funds	FY2027 CAP Rates	OTHER DIRECT	2,297		1,814	1,452	181						181
		TOTAL	315,000		248,826	199,061	24,883						24,883
	FY27 Funding		500,000		394,962	315,969	39,496						39,496
762520	625 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Services**	Direct Labor	2,959		2,338	1,870	234						234
funds	65.2742%	Fringe Benefits	1,932		1,526	1,221	153						153
	116.0386%	INDIRECT	3,434		2,713	2,170	271						271
	FY2027 CAP Rates	OTHER DIRECT	5,419		4,281	3,424	428						428
		TOTAL	13,744		10,857	8,685	1,086						1,086
	FY27 Carrying into FY28	97.25%	486,256		384,105	307,284	38,410						38,410

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY27 Funding		350,000		276,473	221,178	27,647						27,647
766510	665 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
	Regional Freight Plan												
FY27	**Update**	Direct Labor	124,340		98,219	78,575	9,822						9,822
funds	65.2742%	Fringe Benefits	81,161		64,111	51,289	6,411						6,411
	116.0386%	INDIRECT	144,282		113,972	91,177	11,397						11,397
	FY2027 CAP Rates	OTHER DIRECT	217		171	137	17						17
		TOTAL	350,000		276,473	221,179	27,647						27,647
	FY27 Unspent Balance	0.00%	(0)		(0)	(0)	(0)						(0)
66843	684 (FED)	% OF FUNDING	100		100.0000	80.0000	10.0000						10.0000
FY26 OH	**OH Excl Trans Plan**	Direct Labor	0		0	0	0						0
Carryover	65.2742%	Fringe Benefits	0		0	0	0						0
	116.0386%	INDIRECT	0		0	0	0						0
	FY2027 CAP Rates	OTHER DIRECT	201,058		201,058	160,846	20,106						20,106
		TOTAL	201,058		201,058	160,846	20,106						20,106
	684 (FED)		238,631		238,631	190,905	23,863						23,863
76843	684 (FED)	% OF FUNDING	100		100.0000	80.0000	10.0000						10.0000
FY27	**OH Excl Trans Plan**	Direct Labor	0		0	0	0						0
OH funds	65.2742%	Fringe Benefits	0		0	0	0						0
	116.0386%	INDIRECT	0		0	0	0						0
	FY2027 CAP Rates	OTHER DIRECT	238,631		238,631	190,905	23,863						23,863
		TOTAL	238,631		238,631	190,905	23,863						23,863
	FY27 Carrying into FY28	0.00%	0		0	0	0						0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY27 Funding		28,571										
768630	686 (FED)	% OF FUNDING	100		0.0000								
FY27	**KY Excl Trans Plan**	Direct Labor	9,497		0								
KY funds	65.2742%	Fringe Benefits	6,199		0								
	116.0386%	INDIRECT	11,020		0								
	FY2027 CAP Rates	OTHER DIRECT	1,855										
		TOTAL	28,571		0								
	FY26 Unspent Balance	0.00%	0		0	0	0						0
	Project		105,785										
668610	686 (FED)	% OF FUNDING	100		0.0000								
FY26	**KY Discretionary**	Direct Labor	137		0								
KY funds	65.2742%	Fringe Benefits	89		0								
Carryover	116.0386%	INDIRECT	159		0								
	FY2027 CAP Rates	OTHER DIRECT	105,400										
		TOTAL	105,785		0								
	FY26 Unspent Balance	0.00%	0		0	0	0						0
669510	695 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**UPWP Admin.**	Direct Labor	6,041		4,772	3,818	477						477
Carryover	65.2742%	Fringe Benefits	3,943		3,115	2,492	311						311
FY27 KY	116.0386%	INDIRECT	7,010		5,537	4,430	554						554
funds	FY2027 CAP Rates	OTHER DIRECT	6		5	4	0						0
		TOTAL	17,000		13,429	10,743	1,343						1,343
	FY27 Funding		45,000		35,547	28,437	3,555						3,555
769510	695 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**UPWP Admin.**	Direct Labor	8,155		6,442	5,153	644						644
funds	65.2742%	Fringe Benefits	5,323		4,205	3,364	420						420
	116.0386%	INDIRECT	9,463		7,475	5,980	747						747
	FY2027 CAP Rates	OTHER DIRECT	6		5	4	0						0
		TOTAL	22,946		18,126	14,501	1,813						1,813
	FY27 Carrying into FY28	49.01%	22,054		17,421	13,937	1,742						1,742

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
669710	697 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Trans Prgrm Reptg**	Direct Labor	1,063		840	672	84						84
Carryover	65.2742%	Fringe Benefits	694		548	439	55						55
FY27 KY	116.0386%	INDIRECT	1,234		974	780	97						97
funds	FY2027 CAP Rates	OTHER DIRECT	10		8	6	1						1
		TOTAL	3,000		2,370	1,896	237						237
	FY27 Funding		30,000		23,698	18,958	2,370						2,370
769710	697 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Trans Prgrm Reptg**	Direct Labor	8,931		7,055	5,644	705						705
funds	65.2742%	Fringe Benefits	5,830		4,605	3,684	461						461
	116.0386%	INDIRECT	10,364		8,186	6,549	819						819
	FY2027 CAP Rates	OTHER DIRECT	30		24	19	2						2
		TOTAL	25,154		19,870	15,896	1,987						1,987
	FY27 Carrying into FY28	16.15%	4,846		3,828	3,062	383						383
672010	720 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**Mobile Srce Emissions**	Direct Labor	6,025		4,759	3,807	476						476
Carryover	65.2742%	Fringe Benefits	3,933		3,107	2,485	311						311
FY27 KY	116.0386%	INDIRECT	6,991		5,523	4,418	552						552
funds	FY2027 CAP Rates	OTHER DIRECT	51		40	32	4						4
		TOTAL	17,000		13,429	10,743	1,343						1,343
	FY27 Funding		40,000		31,597	25,278	3,160						3,160
772010	720 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**Mobile Srce Emissions**	Direct Labor	337		266	213	27						27
funds	65.2742%	Fringe Benefits	220		174	139	17						17
	116.0386%	INDIRECT	391		308	247	31						31
	FY2027 CAP Rates	OTHER DIRECT	52		41	33	4						4
		TOTAL	999		789	631	79						79
	FY27 Carrying into FY28	97.50%	39,001		30,808	24,646	3,081						3,081

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	TOTAL PROJECT COST	OTHER FUNDS	OHIO SHARE	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY24 Funds carried into FY27		129,182		129,182			129,182					
467430	674 (FED)	% OF FUNDING	100		100.0000			100.0000					
FY24	**FTA 5310 Transit**	Direct Labor	45,565		45,565			45,565					
Carryover	65.2742%	Fringe Benefits	29,742		29,742			29,742					
	116.0386%	INDIRECT	52,873		52,873			52,873					
	FY2027 CAP Rates	OTHER DIRECT	1,002		1,002			1,002					
	Rates	TOTAL	129,182		129,182			129,182					
	FY24 Carrying into FY28	0.00%	(0)		(0)			(0)					
	FY25 funds carried into FY27		100,000		100,000			100,000					
567430	674 (FED)	% OF FUNDING	100		100.0000			100.0000					
FY25	**FTA 5310 Transit**	Direct Labor	28,112		28,112			28,112					
funds	65.2742%	Fringe Benefits	18,350		18,350			18,350					
	116.0386%	INDIRECT	32,621		32,621			32,621					
	FY2027 CAP Rates	OTHER DIRECT	5,547		5,547			5,547					
		TOTAL	84,629		84,629			84,629					
	FY25 Carrying into FY28	15.37%	15,371		15,371			15,371					
	Carryover Sub-Total	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY26 OH	**CPG (PL/FTA)**	Direct Labor	712,738	0	578,378	403,761	50,470	73,677	0	0	0	0	50,470
Carryover	65.2742%	Fringe Benefits	465,234	0	377,532	263,552	32,944	48,092	0	0	0	0	32,944
FY27 KY	116.0386%	INDIRECT	827,051	0	671,142	468,519	58,565	85,493	0	0	0	0	58,565
funds	FY2027 CAP Rates	OTHER DIRECT	383,631	0	263,395	205,476	25,685	6,549	0	0	0	0	25,685
		TOTAL	2,388,655	0	1,890,446	1,341,308	167,664	213,811	0	0	0	0	167,664
	FY27 Funding Sub-Total	% OF FUNDING	100		78.9923	80.0000	10.0000						10.0000
FY27	**CPG (PL/FTA)**	Direct Labor	988,277	10,629	764,765	611,812	76,477	0	0	0	0	0	76,477
funds	65.2742%	Fringe Benefits	645,089	6,937	499,194	399,355	49,919	0	0	0	0	0	49,919
	116.0386%	INDIRECT	1,146,782	12,333	887,422	709,938	88,742	0	0	0	0	0	88,742
	FY2027 CAP Rates	OTHER DIRECT	392,430	100	358,576	286,861	35,858	0	0	0	0	0	35,858
		TOTAL	3,172,579	30,000	2,509,958	2,007,966	250,996	0	0	0	0	0	250,996
	Carrying into FY28 Sub-Total		2,019,375	0	1,598,379	1,266,406	158,301	15,371	0	0	0	0	158,301

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	Grand Total	% OF FUNDING	100		78.9923	80.0000	10.0000	100.0000					10.0000
	CPG (PL/FTA)	Direct Labor	1,701,015	10,629	1,343,143	1,015,573	126,947	73,677	0	0	0	0	126,947
	65.2742%	Fringe Benefits	1,110,324	6,937	876,726	662,907	82,863	48,092	0	0	0	0	82,863
	116.0386%	INDIRECT	1,973,833	12,333	1,558,564	1,178,457	147,307	85,493	0	0	0	0	147,307
	FY2027 CAP Rates	OTHER DIRECT	776,061	100	621,971	492,337	61,542	6,549	0	0	0	0	61,542
		TOTAL	5,561,233	30,000	4,400,404	3,349,274	418,659	213,811	0	0	0	0	418,659

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
668550	685 (FED)	% OF FUNDING	100		0.0000								
FY26 IN	**INDOT SPR**	Direct Labor	11,083										
Carryover	65.2742%	Fringe Benefits	7,235										
	116.0386%	INDIRECT	12,861										
	FY2027 CAP Rates	OTHER DIRECT	0										
	Rates	TOTAL	31,179										
	FY27 Funding		75,000										
668550	685 (FED)	% OF FUNDING	100										
FY27	**INDOT SPR**	Direct Labor	25,778										
funds	65.2742%	Fringe Benefits	16,827										
	116.0386%	INDIRECT	29,913										
	FY2027 CAP Rates	OTHER DIRECT	2,483										
		TOTAL	75,000										
	FY27 Unspent Balance	0.00%	(0)										
	FY27 Funding		806,252		636,877				636,877				
761040	610 (FED)	% OF FUNDING	100		78.9923				100.0000				TRC
FY27	**Land Use**	Direct Labor	276,458		218,381				218,381				
funds	65.2742%	Fringe Benefits	180,456		142,546				142,546				
	116.0386%	INDIRECT	320,798		253,406				253,406				
	FY2027 CAP Rates	OTHER DIRECT	28,540		22,544				22,544				
		TOAL	806,252		636,877	0	0		636,877				0
	FY27 Unspent Balance	0.00%	0		0				0				0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY27 Funding		75,568		59,693				59,693				
761050	610 (FED)	% OF FUNDING	100		78.9923				100.0000				TRC
FY27	**Fiscal Impact Anlys**	Direct Labor	5,590		4,415				4,415				
funds	65.2742%	Fringe Benefits	3,649		2,882				2,882				
	116.0386%	INDIRECT	6,486		5,123				5,123				
	FY2027 CAP Rates	OTHER DIRECT	0		0				0				
		TOTAL	15,724		12,421	0	0		12,421				0
	FY27 Unspent Balance	79.19%	59,844		47,272				47,272				
	Carryover Sub-Total	% OF FUNDING	100		78.9923				80.0000				Toll Cr
FY26 OH	**STBG/SNK/SPR**	Direct Labor	11,083		0	0	0	0	0	0	0	0	0
Carryover	65.27%	Fringe Benefits	7,235		0	0	0	0	0	0	0	0	0
FY27	116.04%	INDIRECT	12,861		0	0	0	0	0	0	0	0	0
funds	FY2027 CAP Rates	OTHER DIRECT	0		0	0	0	0	0	0	0	0	0
	Rates	TOTAL	31,179		0	0	0	0	0	0	0	0	0
	FY27 Funding Sub-Total	% OF FUNDING	100		78.9923				80.0000				20.0000
FY27	**STBG/SNK/SPR**	Direct Labor	307,826		222,796	0	0	0	222,796	0	0	0	0
funds	65.2742%	Fringe Benefits	200,931		145,428	0	0	0	145,428	0	0	0	0
	116.0386%	INDIRECT	357,197		258,529	0	0	0	258,529	0	0	0	0
	FY2027 CAP Rates	OTHER DIRECT	31,023		22,544	0	0	0	22,544	0	0	0	0
		Sub-Total	896,976		649,298	0	0	0	649,298	0	0	0	0
	FY27 Unspent Balance		59,844		47,272	0	0	0	47,272	0	0	0	0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY27 Funding		216,940		162,815					162,815			
766540	665 (FED)	% OF FUNDING	100		78.9923					100.0000			TRC
FY27	**Clean Air Program**	Direct Labor	7,212		5,697					5,697			
funds	65.2742%	Fringe Benefits	4,708		3,719					3,719			
	116.0386%	INDIRECT	8,369		6,611					6,611			
	FY2027 CAP Rates	Contributed Svs	9,493		n/a								
		OTHER DIRECT	160,467		126,757					126,757			
		Sub-Total	190,250		142,784					142,784			
	FY27 Unspent Balance	12.30%	26,690		20,031					20,031			0
	FY27 Funding		226,459		169,959					169,959			
766710	667 (FED)	% OF FUNDING	100		78.9923					100.0000			
FY27	**Rideshare**	Direct Labor	7,212		5,697					5,697			
funds	65.2742%	Fringe Benefits	4,708		3,719					3,719			
	116.0386%	INDIRECT	8,369		6,611					6,611			
	FY2027 CAP Rates	Contributed Svs	10,276		0								
		OTHER DIRECT	175,368		138,527					138,527			
		TOTAL	205,933		154,554					154,554			
	FY27 Unspent Balance	9.06%	20,526		15,405					15,405			
	FY27 Funding		25,700		25,700								
671020	710 (FED)	% OF FUNDING	100		100.0000								
FY26	**Ohio DWA**	Direct Labor	8,848		8,848								
funds	65.2742%	Fringe Benefits	5,776		5,776								
Carryover	116.0386%	INDIRECT	10,268		10,268								
	FY2027 CAP Rates	OTHER DIRECT	807		807								
		TOTAL	25,700		25,700								
	FY26 Unspent Balance	0.00%	0		0								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY27 Funding		138,514		138,514						138,514		
771060	710 (FED)	% OF FUNDING	100		100.0000						100.0000		
FY27	**604b Water-Core**	Direct Labor	49,119		49,119						49,119		
funds	65.2742%	Fringe Benefits	32,062		32,062						32,062		
	116.0386%	INDIRECT	56,997		56,997						56,997		
	FY2027 CAP Rates	OTHER DIRECT	335		335						335		
		TOTAL	138,514		138,514						138,514		
	FY27 Unspent Balance	0.00%	0		0						0		
	FY27 Funding		75,000		75,000						75,000		
771090	710 (FED)	% OF FUNDING	100		100.0000						100.0000		
FY27	**OH Gen Asmbly Water - Core**	Direct Labor	26,577		26,577						26,577		
	65.2742%	Fringe Benefits	17,349		17,349						17,349		
	116.0386%	INDIRECT	30,841		30,841						30,841		
	FY2027 CAP Rates	OTHER DIRECT	233		233						233		
		TOTAL	75,000		75,000						75,000		
	FY27 Unspent Balance	0.00%	0		0						0		
	FY27 Funding		166,308		166,308							166,308	
471120	711 (FED)	% OF FUNDING	100		100.0000							100.0000	
FY24	**US EPA CPRG**	Direct Labor	19,715		19,715							19,715	
funds	65.2742%	Fringe Benefits	12,869		12,869							12,869	
Carryover	116.0386%	INDIRECT	22,877		22,877							22,877	
	FY2027 CAP Rates	OTHER DIRECT	110,846		110,846							110,846	
		TOTAL	166,308		166,308							166,308	
	FY24 Unspent Balance	0.00%	0		0							0	

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
771010	710 (LOCAL)	% OF FUNDING	100										
FY27	**Local Water**	Direct Labor	22,568										
funds	65.2742%	Fringe Benefits	14,731										
	116.0386%	INDIRECT	26,188										
	FY2027 CAP Rates	OTHER DIRECT	4,174										
		TOTAL	67,661										
780010	800 (LOCAL)	% OF FUNDING	100										
FY27	**Regional Planning**	Direct Labor	24,712										
funds	65.2742%	Fringe Benefits	16,131										
	116.0386%	INDIRECT	28,676										
	FY2027 CAP Rates	OTHER DIRECT	481										
		TOTAL	70,000										
260001	(LOCAL)	% OF FUNDING	100										
FY27	**General & Admin.**	Direct Labor	36,710										
funds	65.2742%	Fringe Benefits	23,962										
	116.0386%	INDIRECT	42,597										
	FY2027 CAP Rates	OTHER DIRECT	139,034										
		TOTAL	242,303										

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**OHIO SHARE**	FEDERAL OHIO FHWA/FTA CPG FUNDS	STATE OH/ODOT FUNDS	FEDERAL FTA FUNDS	FEDERAL OHIO FHWA STBG FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA FUNDS	US EPA FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
		% OF FUNDING	100		100.0000								
FY27	**GRAND TOTALS**	Direct Labor	2,222,600	10,629	1,681,594	1,015,573	126,947	73,677	222,796	11,394	75,697	19,715	126,947
	65.2742%	Dir Labor Fringe Be	1,450,786	6,937	1,097,649	662,907	82,863	48,092	145,428	7,438	49,412	12,869	82,863
	116.0386%	INDIRECT	2,579,074	12,333	1,951,299	1,178,457	147,307	85,493	258,529	13,222	87,838	22,877	147,307
	FY2027 CAP Rates	Contributed Svs	19,769	0	0	0	0	0	0	0	0	0	0
		OTHER DIRECT	1,398,829	100	1,022,020	492,337	61,542	6,549	22,544	265,284	568	110,846	61,542
		TOTAL	7,671,058	30,000	5,752,561	3,349,274	418,659	213,811	649,298	297,338	213,514	166,308	418,659

Prepared by KLH 2/18/26
Final Review by: KLH 2/20/26

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
660110	601 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Short Range**	Direct Labor	11,968		2,514	1,544	193	467				310
Carryover	65.2742%	Fringe Benefits	7,812		1,641	1,008	126	305				202
FY27 KY	116.0386%	INDIRECT	13,887		2,917	1,792	224	542				359
funds	FY2027 CAP Rates	OTHER DIRECT	333		70	43	5	13				9
		TOTAL	34,000		7,143	4,387	548	1,327				880
	FY27 Funding		76,000		15,966	9,806	1,226	2,966				1,967
760110	601 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Short Range**	Direct Labor	13,893		2,919	1,793	224	542				360
funds	65.2742%	Fringe Benefits	9,069		1,905	1,170	146	354				235
	116.0386%	INDIRECT	16,121		3,387	2,080	260	629				417
	FY2027 CAP Rates	OTHER DIRECT	382		80	49	6	15				10
		TOTAL	39,465		8,291	5,092	637	1,540				1,022
	FY27 Carrying into FY28	48.07%	36,535		7,675	4,714	589	1,426				946
660210	602 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**TIP**	Direct Labor	828		174	107	13	32				21
Carryover	65.2742%	Fringe Benefits	540		113	70	9	21				14
FY27 KY	116.0386%	INDIRECT	960		202	124	15	37				25
funds	FY2027 CAP Rates	OTHER DIRECT	672		141	87	11	26				17
		TOTAL	3,000		630	387	48	117				78
	FY27 Funding		307,000		64,494	39,613	4,952	11,982				7,947
760210	602 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**TIP**	Direct Labor	103,151		21,670	13,310	1,664	4,026				2,670
funds	65.2742%	Fringe Benefits	67,331		14,145	8,688	1,086	2,628				1,743
	116.0386%	INDIRECT	119,695		25,145	15,445	1,931	4,672				3,098
	FY2027 CAP Rates	OTHER DIRECT	4,239		891	547	68	165				110
		TOTAL	294,417		61,850	37,989	4,749	11,491				7,621
	FY27 Carrying into FY28	4.10%	12,583		2,643	1,624	203	491				326

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
660510	605 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Cont Plan- Surv.**	Direct Labor	251,873		52,913	32,500	4,062	9,830				6,520
Carryover	65.2742%	Fringe Benefits	164,408		34,538	21,214	2,652	6,417				4,256
FY27 KY	116.0386%	INDIRECT	292,270		61,399	37,712	4,714	11,407				7,566
funds	FY2027 CAP Rates	OTHER DIRECT	34,449		7,237	4,445	556	1,345				892
		TOTAL	743,000		156,087	95,871	11,984	28,998				19,234
	FY27 Funding		2,271,380		477,165	293,083	36,635	88,649				58,798
760510	605 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Cont Plan- Surv.**	Direct Labor	585,294		122,957	75,522	9,440	22,843				15,151
funds	65.2742%	Fringe Benefits	382,046		80,259	49,297	6,162	14,911				9,890
	116.0386%	INDIRECT	679,167		142,677	87,635	10,954	26,507				17,581
	FY2027 CAP Rates	OTHER DIRECT	116,889		24,556	15,083	1,885	4,562				3,026
		TOTAL	1,763,396		370,449	227,536	28,442	68,823				45,648
	FY27 Carrying into FY28	22.36%	507,984		106,716	65,547	8,193	19,826				13,150
	FY27 Funding		30,000	30,000								0
				Local								
7560560	605 (FED)	% OF FUNDING	100	100.00	21.0077	61.4217	7.6777	18.5783				12.3223
Local	**RAVEN 911**	Direct Labor	10,629	10,629	0	0	0	0				0
FY27	65.2742%	Fringe Benefits	6,937	6,937	0	0	0	0				0
funds	116.0386%	INDIRECT	12,333	12,333	0	0	0	0				0
	FY2027 CAP Rates	OTHER DIRECT	100	100	0	0	0	0				0
		TOTAL	30,000	30,000	0	0	0	0				0
	FY27 Carrying into FY28	0.00%	0	0	0	0	0	0				0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
661010	610 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Transportation Plan**	Direct Labor	249,969		52,513	32,254	4,032	9,756				6,471
Carryover	65.2742%	Fringe Benefits	163,165		34,277	21,054	2,632	6,368				4,224
FY27 KY	116.0386%	INDIRECT	290,060		60,935	37,427	4,678	11,321				7,509
funds	FY2027 CAP Rates	OTHER DIRECT	32,806		6,892	4,233	529	1,280				849
		TOTAL	736,000		154,617	94,968	11,871	28,725				19,052
	FY27 Funding		1,260,000		264,697	162,581	20,323	49,176				32,617
761010	610 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Transportation Plan**	Direct Labor	121,091		25,438	15,625	1,953	4,726				3,135
funds	65.2742%	Fringe Benefits	79,041		16,605	10,199	1,275	3,085				2,046
	116.0386%	INDIRECT	140,513		29,518	18,131	2,266	5,484				3,637
	FY2027 CAP Rates	OTHER DIRECT	24,610		5,170	3,175	397	960				637
		TOTAL	365,255		76,732	47,130	5,891	14,255				9,455
	FY27 Carrying into FY28	71.01%	894,745		187,965	115,451	14,431	34,921				23,162
662520	625 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Services**	Direct Labor	111,158		23,352	14,343	1,793	4,338				2,877
Carryover	65.2742%	Fringe Benefits	72,558		15,243	9,362	1,170	2,832				1,878
FY27 KY	116.0386%	INDIRECT	128,987		27,097	16,644	2,080	5,034				3,339
funds	FY2027 CAP Rates	OTHER DIRECT	2,297		483	296	37	90				59
		TOTAL	315,000		66,174	40,645	5,081	12,294				8,154
	FY27 Funding		500,000		105,039	64,516	8,065	19,514				12,943
762520	625 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Services**	Direct Labor	2,959		622	382	48	116				77
funds	65.2742%	Fringe Benefits	1,932		406	249	31	75				50
	116.0386%	INDIRECT	3,434		721	443	55	134				89
	FY2027 CAP Rates	OTHER DIRECT	5,419		1,138	699	87	211				140
		TOTAL	13,744		2,887	1,773	222	536				356
	FY27 Carrying into FY28	97.25%	486,256		102,151	62,743	7,843	18,978				12,587

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY27 Funding		350,000		73,527	45,162	5,645	13,660				9,060
766510	665 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
	Regional Freight Plan											
FY27	**Update**	Direct Labor	124,340		26,121	16,044	2,005	4,853				3,219
funds	65.2742%	Fringe Benefits	81,161		17,050	10,472	1,309	3,168				2,101
	116.0386%	INDIRECT	144,282		30,310	18,617	2,327	5,631				3,735
	FY2027 CAP Rates	OTHER DIRECT	217		46	28	4	8				6
		TOTAL	350,000		73,527	45,162	5,645	13,660				9,060
	FY27 Unspent Balance	0.00%	(0)		(0)	(0)	(0)	(0)				(0)
66843	684 (FED)	% OF FUNDING	100		0.0000							
FY26 OH	**OH Excl Trans Plan**	Direct Labor	0		0							
Carryover	65.2742%	Fringe Benefits	0		0							
	116.0386%	INDIRECT	0		0							
	FY2027 CAP Rates	OTHER DIRECT	201,058		0							
		TOTAL	201,058		0							
	684 (FED)		238,631		0							
76843	684 (FED)	% OF FUNDING	100		0.0000							
FY27	**OH Excl Trans Plan**	Direct Labor	0		0							
OH funds	65.2742%	Fringe Benefits	0		0							
	116.0386%	INDIRECT	0		0							
	FY2027 CAP Rates	OTHER DIRECT	238,631		0							
		TOTAL	238,631		0							
	FY27 Carrying into FY28	0.00%	0		0							

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	TOTAL PROJECT COST	OTHER FUNDS	KENTUCKY SHARE	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY27 Funding		28,571		28,571	17,549	2,194	5,308				3,521
768630	686 (FED)	% OF FUNDING	100		100.0000	61.4217	7.6777	18.5783				12.3223
FY27	**KY Excl Trans Plan**	Direct Labor	9,497		9,497	5,833	729	1,764				1,170
KY funds	65.2742%	Fringe Benefits	6,199		6,199	3,808	476	1,152				764
	116.0386%	INDIRECT	11,020		11,020	6,769	846	2,047				1,358
	FY2027 CAP Rates	OTHER DIRECT	1,855		1,855	1,139	142	345				229
		TOTAL	28,571		28,571	17,549	2,194	5,308				3,521
	FY26 Unspent Balance	0.00%	0		0	0	0	0				0
	Project		105,785		105,785	84,628						21,157
668610	686 (FED)	% OF FUNDING	100		100.0000	80.0000						20.0000
FY26	**KY Discretionary**	Direct Labor	137		137	109						27
KY funds	65.2742%	Fringe Benefits	89		89	72						18
Carryover	116.0386%	INDIRECT	159		159	127						32
	FY2027 CAP Rates	OTHER DIRECT	105,400		105,400	84,320						21,080
		TOTAL	105,785		105,785	84,628						21,157
	FY26 Unspent Balance	0.00%	0		0	0						(0)
669510	695 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**UPWP Admin.**	Direct Labor	6,041		1,269	779	97	236				156
Carryover	65.2742%	Fringe Benefits	3,943		828	509	64	154				102
FY27 KY	116.0386%	INDIRECT	7,010		1,473	905	113	274				181
funds	FY2027 CAP Rates	OTHER DIRECT	6		1	1	0	0				0
		TOTAL	17,000		3,571	2,194	274	663				440
	FY27 Funding		45,000		9,453	5,806	726	1,756				1,165
769510	695 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**UPWP Admin.**	Direct Labor	8,155		1,713	1,052	132	318				211
funds	65.2742%	Fringe Benefits	5,323		1,118	687	86	208				138
	116.0386%	INDIRECT	9,463		1,988	1,221	153	369				245
	FY2027 CAP Rates	OTHER DIRECT	6		1	1	0	0				0
		TOTAL	22,946		4,820	2,961	370	896				594
	FY27 Carrying into FY28	49.01%	22,054		4,633	2,846	356	861				571

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
669710	697 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Trans Prgrm Reptg**	Direct Labor	1,063		223	137	17	41				28
Carryover	65.2742%	Fringe Benefits	694		146	90	11	27				18
FY27 KY	116.0386%	INDIRECT	1,234		259	159	20	48				32
funds	FY2027 CAP Rates	OTHER DIRECT	10		2	1	0	0				0
		TOTAL	3,000		630	387	48	117				78
	FY27 Funding		30,000		6,302	3,871	484	1,171				777
769710	697 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Trans Prgrm Reptg**	Direct Labor	8,931		1,876	1,152	144	349				231
funds	65.2742%	Fringe Benefits	5,830		1,225	752	94	228				151
	116.0386%	INDIRECT	10,364		2,177	1,337	167	404				268
	FY2027 CAP Rates	OTHER DIRECT	30		6	4	0	1				1
		TOTAL	25,154		5,284	3,246	406	982				651
	FY27 Carrying into FY28	16.15%	4,846		1,018	625	78	189				125
672010	720 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**Mobile Srce Emissions**	Direct Labor	6,025		1,266	777	97	235				156
Carryover	65.2742%	Fringe Benefits	3,933		826	507	63	153				102
FY27 KY	116.0386%	INDIRECT	6,991		1,469	902	113	273				181
funds	FY2027 CAP Rates	OTHER DIRECT	51		11	7	1	2				1
		TOTAL	17,000		3,571	2,194	274	663				440
	FY27 Funding		40,000		8,403	5,161	645	1,561				1,035
772010	720 (FED)	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**Mobile Srce Emissions**	Direct Labor	337		71	43	5	13				9
funds	65.2742%	Fringe Benefits	220		46	28	4	9				6
	116.0386%	INDIRECT	391		82	50	6	15				10
	FY2027 CAP Rates	OTHER DIRECT	52		11	7	1	2				1
		TOTAL	999		210	129	16	39				26
	FY27 Carrying into FY28	97.50%	39,001		8,193	5,032	629	1,522				1,010

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY24 Funds carried into FY27		129,182									
467430	674 (FED)	% OF FUNDING	100		0.0000							
FY24	**FTA 5310 Transit**	Direct Labor	45,565									
Carryover	65.2742%	Fringe Benefits	29,742									
	116.0386%	INDIRECT	52,873									
	FY2027 CAP Rates	OTHER DIRECT	1,002									
	Rates	TOTAL	129,182									
	FY24 Carrying into FY28	0.00%	(0)									
	FY25 funds carried into FY27		100,000									
567430	674 (FED)	% OF FUNDING	100		0.0000							
FY25	**FTA 5310 Transit**	Direct Labor	28,112									
funds	65.2742%	Fringe Benefits	18,350									
	116.0386%	INDIRECT	32,621									
	FY2027 CAP Rates	OTHER DIRECT	5,547									
		TOTAL	84,629									
	FY25 Carrying into FY28	15.37%	15,371									
	Carryover Sub-Total	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY26 OH	**CPG (PL/FTA)**	Direct Labor	712,738	0	134,360	82,551	10,305	24,936	0	0	0	16,567
Carryover	65.2742%	Fringe Benefits	465,234	0	87,703	53,885	6,727	16,277	0	0	0	10,814
FY27 KY	116.0386%	INDIRECT	827,051	0	155,910	95,792	11,958	28,936	0	0	0	19,224
funds	FY2027 CAP Rates	OTHER DIRECT	383,631	0	120,236	93,433	1,139	2,756	0	0	0	22,908
		TOTAL	2,388,655	0	498,209	325,661	30,129	72,906	0	0	0	69,513
	FY27 Funding Sub-Total	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
FY27	**CPG (PL/FTA)**	Direct Labor	988,277	10,629	212,883	130,756	16,345	39,550	0	0	0	26,232
funds	65.2742%	Fringe Benefits	645,089	6,937	138,958	85,350	10,669	25,816	0	0	0	17,123
	116.0386%	INDIRECT	1,146,782	12,333	247,027	151,728	18,966	45,893	0	0	0	30,439
	FY2027 CAP Rates	OTHER DIRECT	392,430	100	33,754	20,732	2,592	6,271	0	0	0	4,159
		TOTAL	3,172,579	30,000	632,621	388,567	48,571	117,530	0	0	0	77,954
	Carrying into FY28 Sub-Total		2,019,375	0	420,995	258,582	32,323	78,214	0	0	0	51,876

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	Grand Total	% OF FUNDING	100		21.0077	61.4217	7.6777	18.5783				12.3223
	CPG (PL/FTA)	Direct Labor	1,701,015	10,629	347,243	213,308	26,650	64,486	0	0	0	42,799
	65.2742%	Fringe Benefits	1,110,324	6,937	226,660	139,236	17,395	42,093	0	0	0	27,937
	116.0386%	INDIRECT	1,973,833	12,333	402,936	247,520	30,924	74,829	0	0	0	49,663
	FY2027 CAP Rates	OTHER DIRECT	776,061	100	153,990	114,165	3,731	9,027	0	0	0	27,067
		TOTAL	5,561,233	30,000	1,130,830	714,228	78,700	190,436	0	0	0	147,466

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
668550	685 (FED)	% OF FUNDING	100		0.0000							
FY26 IN	**INDOT SPR**	Direct Labor	11,083									
Carryover	65.2742%	Fringe Benefits	7,235									
	116.0386%	INDIRECT	12,861									
	FY2027 CAP Rates	OTHER DIRECT	0									
	Rates	TOTAL	31,179									
	FY27 Funding		75,000									
668550	685 (FED)	% OF FUNDING	100		0.0000							
FY27	**INDOT SPR**	Direct Labor	25,778									
funds	65.2742%	Fringe Benefits	16,827									
	116.0386%	INDIRECT	29,913									
	FY2027 CAP Rates	OTHER DIRECT	2,483									
		TOTAL	75,000									
	FY27 Unspent Balance	0.00%	(0)									
	FY27 Funding		806,252		169,375				135,500			33,875
761040	610 (FED)	% OF FUNDING	100		21.0077				80.0000			20.0000
FY27	**Land Use**	Direct Labor	276,458		58,077				46,462			11,615
funds	65.2742%	Fringe Benefits	180,456		37,910				30,328			7,582
	116.0386%	INDIRECT	320,798		67,392				53,914			13,478
	FY2027 CAP Rates	OTHER DIRECT	28,540		5,996				4,796			1,199
		TOAL	806,252		169,375				135,500			33,875
	FY27 Unspent Balance	0.00%	0		0				0			0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY27 Funding		75,568		15,875				12,700		3,175	
761050	610 (FED)	% OF FUNDING	100		21.0077				80.0000		20.0000	
FY27	**Fiscal Impact Anlys**	Direct Labor	5,590		1,174				939		235	
funds	65.2742%	Fringe Benefits	3,649		766				613		153	
	116.0386%	INDIRECT	6,486		1,363				1,090		273	
	FY2027 CAP Rates	OTHER DIRECT	0		0				0		0	
		TOTAL	15,724		3,303				2,643		661	
	FY27 Unspent Balance	79.19%	59,844		12,572				10,057		2,514	
	Carryover Sub-Total	% OF FUNDING	100		21.0077				80.0000		20.0000	20.0000
FY26 OH	**STBG/SNK/SPR**	Direct Labor	11,083		0	0	0	0	0	0	0	0
Carryover	65.27%	Fringe Benefits	7,235		0	0	0	0	0	0	0	0
FY27	116.04%	INDIRECT	12,861		0	0	0	0	0	0	0	0
funds	FY2027 CAP Rates	OTHER DIRECT	0		0	0	0	0	0	0	0	0
	Rates	TOTAL	31,179		0	0	0	0	0	0	0	0
	FY27 Funding Sub-Total	% OF FUNDING	100		21.0077				80.0000		20.0000	20.0000
FY27	**STBG/SNK/SPR**	Direct Labor	307,826		59,252	0	0	0	47,401	0	235	11,615
funds	65.2742%	Fringe Benefits	200,931		38,676	0	0	0	30,941	0	153	7,582
	116.0386%	INDIRECT	357,197		68,755	0	0	0	55,004	0	273	13,478
	FY2027 CAP Rates	OTHER DIRECT	31,023		5,996	0	0	0	4,796	0	0	1,199
		Sub-Total	896,976		172,678	0	0	0	138,143	0	661	33,875
	FY27 Unspent Balance		59,844		12,572	0	0	0	10,058	0	2,514	0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY27 Funding		216,940		54,125				43,300	10,825		
766540	665 (FED)	% OF FUNDING	100		21.0077				80.0000	20.0000		0.0000
FY27	**Clean Air Program**	Direct Labor	7,212		1,515				1,515			
funds	65.2742%	Fringe Benefits	4,708		989				989			
	116.0386%	INDIRECT	8,369		1,758				1,758			
	FY2027 CAP Rates	Contributed Svs	9,493		9,493					9,493		
		OTHER DIRECT	160,467		33,710				33,710			
		Sub-Total	190,250		47,466				37,973	9,493		0
	FY27 Unspent Balance	12.30%	26,690		6,659				5,327	1,332		0
	FY27 Funding		226,459		56,500				45,200	11,300		
766710	667 (FED)	% OF FUNDING	100		21.0077				80.0000	20.0000		0.0000
FY27	**Rideshare**	Direct Labor	7,212		1,515				1,515			
funds	65.2742%	Fringe Benefits	4,708		989				989			
	116.0386%	INDIRECT	8,369		1,758				1,758			
	FY2027 CAP Rates	Contributed Svs	10,276		10,276					10,276		
		OTHER DIRECT	175,368		36,841				36,841			
		TOTAL	205,933		51,379				41,103	10,276		0
	FY27 Unspent Balance	9.06%	20,526		5,121				4,097	1,024		0
	FY27 Funding		25,700									
671020	710 (FED)	% OF FUNDING	100									
FY26	**Ohio DWA**	Direct Labor	8,848									
funds	65.2742%	Fringe Benefits	5,776									
Carryover	116.0386%	INDIRECT	10,268									
	FY2027 CAP Rates	OTHER DIRECT	807									
		TOTAL	25,700									
	FY26 Unspent Balance	0.00%	0									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
	FY27 Funding		138,514									
771060	710 (FED)	% OF FUNDING	100									
FY27	**604b Water-Core**	Direct Labor	49,119									
funds	65.2742%	Fringe Benefits	32,062									
	116.0386%	INDIRECT	56,997									
	FY2027 CAP Rates	OTHER DIRECT	335									
		TOTAL	138,514									
	FY27 Unspent Balance	0.00%	0									
	FY27 Funding		75,000									
771090	710 (FED)	% OF FUNDING	100									
FY27	**OH Gen Asmbly Water - Core**	Direct Labor	26,577									
	65.2742%	Fringe Benefits	17,349									
	116.0386%	INDIRECT	30,841									
	FY2027 CAP Rates	OTHER DIRECT	233									
		TOTAL	75,000									
	FY27 Unspent Balance	0.00%	0									
	FY27 Funding		166,308									
471120	711 (FED)	% OF FUNDING	100									
FY24	**US EPA CPRG**	Direct Labor	19,715									
funds	65.2742%	Fringe Benefits	12,869									
Carryover	116.0386%	INDIRECT	22,877									
	FY2027 CAP Rates	OTHER DIRECT	110,846									
		TOTAL	166,308									
	FY24 Unspent Balance	0.00%	0									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
771010	710 (LOCAL)	% OF FUNDING	100									
FY27	**Local Water**	Direct Labor	22,568									
funds	65.2742%	Fringe Benefits	14,731									
	116.0386%	INDIRECT	26,188									
	FY2027 CAP Rates	OTHER DIRECT	4,174									
		TOTAL	67,661									
780010	800 (LOCAL)	% OF FUNDING	100									
FY27	**Regional Planning**	Direct Labor	24,712									
funds	65.2742%	Fringe Benefits	16,131									
	116.0386%	INDIRECT	28,676									
	FY2027 CAP Rates	OTHER DIRECT	481									
		TOTAL	70,000									
260001	(LOCAL)	% OF FUNDING	100									
FY27	**General & Admin.**	Direct Labor	36,710									
funds	65.2742%	Fringe Benefits	23,962									
	116.0386%	INDIRECT	42,597									
	FY2027 CAP Rates	OTHER DIRECT	139,034									
		TOTAL	242,303									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**KENTUCKY SHARE**	FEDERAL KY - PL FUNDS	KYTC KY-ST FUNDS	FTA KY-Fed FUNDS	FHWA KY-SNK FUNDS	LOCAL KY Contributed Services Match	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS
		% OF FUNDING	100		0.0000							
FY27	**GRAND TOTALS**	Direct Labor	2,222,600	10,629	409,525	213,308	26,650	64,486	50,432	0	235	54,414
	65.2742%	Dir Labor Fringe Be	1,450,786	6,937	267,315	139,236	17,395	42,093	32,919	0	153	35,519
	116.0386%	INDIRECT	2,579,074	12,333	475,207	247,520	30,924	74,829	58,520	0	273	63,142
	FY2027 CAP Rates	Contributed Svs	19,769	0	19,769	0	0	0	0	19,769	0	0
		OTHER DIRECT	1,398,829	100	230,537	114,165	3,731	9,027	75,348	0	0	28,267
		TOTAL	7,671,058	30,000	1,402,353	714,228	78,700	190,436	217,218	19,769	661	181,341

Prepared by KLH 2/18/26
Final Review by: KLH 2/20/26

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
660110	601 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Short Range**	Direct Labor	11,968								
Carryover	65.2742%	Fringe Benefits	7,812								
FY27 KY	116.0386%	INDIRECT	13,887								
funds	FY2027 CAP Rates	OTHER DIRECT	333								
		TOTAL	34,000								
	FY27 Funding		76,000								
760110	601 (FED)	% OF FUNDING	100								
FY27	**Short Range**	Direct Labor	13,893								
funds	65.2742%	Fringe Benefits	9,069								
	116.0386%	INDIRECT	16,121								
	FY2027 CAP Rates	OTHER DIRECT	382								
		TOTAL	39,465								
	FY27 Carrying into FY28	48.07%	36,535								
660210	602 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**TIP**	Direct Labor	828								
Carryover	65.2742%	Fringe Benefits	540								
FY27 KY	116.0386%	INDIRECT	960								
funds	FY2027 CAP Rates	OTHER DIRECT	672								
		TOTAL	3,000								
	FY27 Funding		307,000								
760210	602 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**TIP**	Direct Labor	103,151								
funds	65.2742%	Fringe Benefits	67,331								
	116.0386%	INDIRECT	119,695								
	FY2027 CAP Rates	OTHER DIRECT	4,239								
		TOTAL	294,417								
	FY27 Carrying into FY28	4.10%	12,583								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
660510	605 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Cont Plan- Surv.**	Direct Labor	251,873								
Carryover	65.2742%	Fringe Benefits	164,408								
FY27 KY	116.0386%	INDIRECT	292,270								
funds	FY2027 CAP Rates	OTHER DIRECT	34,449								
		TOTAL	743,000								
	FY27 Funding		2,271,380								
760510	605 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Cont Plan- Surv.**	Direct Labor	585,294								
funds	65.2742%	Fringe Benefits	382,046								
	116.0386%	INDIRECT	679,167								
	FY2027 CAP Rates	OTHER DIRECT	116,889								
		TOTAL	1,763,396								
	FY27 Carrying into FY28	22.36%	507,984								
	FY27 Funding		30,000	30,000							
				Local							
7560560	605 (FED)	% OF FUNDING	100	100.00	0.0000						0.0000
Local	**RAVEN 911**	Direct Labor	10,629	10,629							
FY27	65.2742%	Fringe Benefits	6,937	6,937							
funds	116.0386%	INDIRECT	12,333	12,333							
	FY2027 CAP Rates	OTHER DIRECT	100	100							
		TOTAL	30,000	30,000							
	FY27 Carrying into FY28	0.00%	0	0							

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
661010	610 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Transportation Plan**	Direct Labor	249,969								
Carryover	65.2742%	Fringe Benefits	163,165								
FY27 KY	116.0386%	INDIRECT	290,060								
funds	FY2027 CAP Rates	OTHER DIRECT	32,806								
		TOTAL	736,000								
	FY27 Funding		1,260,000								
761010	610 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Transportation Plan**	Direct Labor	121,091								
funds	65.2742%	Fringe Benefits	79,041								
	116.0386%	INDIRECT	140,513								
	FY2027 CAP Rates	OTHER DIRECT	24,610								
		TOTAL	365,255								
	FY27 Carrying into FY28	71.01%	894,745								
662520	625 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Services**	Direct Labor	111,158								
Carryover	65.2742%	Fringe Benefits	72,558								
FY27 KY	116.0386%	INDIRECT	128,987								
funds	FY2027 CAP Rates	OTHER DIRECT	2,297								
		TOTAL	315,000								
	FY27 Funding		500,000								
762520	625 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Services**	Direct Labor	2,959								
funds	65.2742%	Fringe Benefits	1,932								
	116.0386%	INDIRECT	3,434								
	FY2027 CAP Rates	OTHER DIRECT	5,419								
		TOTAL	13,744								
	FY27 Carrying into FY28	97.25%	486,256								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	FY27 Funding		350,000								
766510	665 (FED)	% OF FUNDING	100		0.0000						0.0000
	Regional Freight Plan										
FY27	**Update**	Direct Labor	124,340								
funds	65.2742%	Fringe Benefits	81,161								
	116.0386%	INDIRECT	144,282								
	FY2027 CAP Rates	OTHER DIRECT	217								
		TOTAL	350,000								
	FY27 Unspent Balance	0.00%	(0)								
66843	684 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**OH Excl Trans Plan**	Direct Labor	0								
Carryover	65.2742%	Fringe Benefits	0								
	116.0386%	INDIRECT	0								
	FY2027 CAP Rates	OTHER DIRECT	201,058								
		TOTAL	201,058								
	684 (FED)		238,631								
76843	684 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**OH Excl Trans Plan**	Direct Labor	0								
OH funds	65.2742%	Fringe Benefits	0								
	116.0386%	INDIRECT	0								
	FY2027 CAP Rates	OTHER DIRECT	238,631								
		TOTAL	238,631								
	FY27 Carrying into FY28	0.00%	0								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	FY27 Funding		28,571								
768630	686 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**KY Excl Trans Plan**	Direct Labor	9,497								
KY funds	65.2742%	Fringe Benefits	6,199								
	116.0386%	INDIRECT	11,020								
	FY2027 CAP Rates	OTHER DIRECT	1,855								
		TOTAL	28,571								
	FY26 Unspent Balance	0.00%	0								
	Project		105,785								
668610	686 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26	**KY Discretionary**	Direct Labor	137								
KY funds	65.2742%	Fringe Benefits	89								
Carryover	116.0386%	INDIRECT	159								
	FY2027 CAP Rates	OTHER DIRECT	105,400								
		TOTAL	105,785								
	FY26 Unspent Balance	0.00%	0								
669510	695 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**UPWP Admin.**	Direct Labor	6,041								
Carryover	65.2742%	Fringe Benefits	3,943								
FY27 KY	116.0386%	INDIRECT	7,010								
funds	FY2027 CAP Rates	OTHER DIRECT	6								
		TOTAL	17,000								
	FY27 Funding		45,000								
769510	695 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**UPWP Admin.**	Direct Labor	8,155								
funds	65.2742%	Fringe Benefits	5,323								
	116.0386%	INDIRECT	9,463								
	FY2027 CAP Rates	OTHER DIRECT	6								
		TOTAL	22,946								
	FY27 Carrying into FY28	49.01%	22,054								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	TOTAL PROJECT COST	OTHER FUNDS	INDIANA SHARE	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	LOCAL OKI COUNTY FUNDS
669710	697 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Trans Prgrm Reptg**	Direct Labor	1,063								
Carryover	65.2742%	Fringe Benefits	694								
FY27 KY	116.0386%	INDIRECT	1,234								
funds	FY2027 CAP Rates	OTHER DIRECT	10								
		TOTAL	3,000								
	FY27 Funding		30,000								
769710	697 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Trans Prgrm Reptg**	Direct Labor	8,931								
funds	65.2742%	Fringe Benefits	5,830								
	116.0386%	INDIRECT	10,364								
	FY2027 CAP Rates	OTHER DIRECT	30								
		TOTAL	25,154								
	FY27 Carrying into FY28	16.15%	4,846								
672010	720 (FED)	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**Mobile Srce Emissions**	Direct Labor	6,025								
Carryover	65.2742%	Fringe Benefits	3,933								
FY27 KY	116.0386%	INDIRECT	6,991								
funds	FY2027 CAP Rates	OTHER DIRECT	51								
		TOTAL	17,000								
	FY27 Funding		40,000								
772010	720 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Mobile Srce Emissions**	Direct Labor	337								
funds	65.2742%	Fringe Benefits	220								
	116.0386%	INDIRECT	391								
	FY2027 CAP Rates	OTHER DIRECT	52								
		TOTAL	999								
	FY27 Carrying into FY28	97.50%	39,001								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	FY24 Funds carried into FY27		129,182								
467430	674 (FED)	% OF FUNDING	100		0.0000						0.0000
FY24	**FTA 5310 Transit**	Direct Labor	45,565								
Carryover	65.2742%	Fringe Benefits	29,742								
	116.0386%	INDIRECT	52,873								
	FY2027 CAP Rates	OTHER DIRECT	1,002								
	Rates	TOTAL	129,182								
	FY24 Carrying into FY28	0.00%	(0)								
	FY25 funds carried into FY27		100,000								
567430	674 (FED)	% OF FUNDING	100		0.0000						0.0000
FY25	**FTA 5310 Transit**	Direct Labor	28,112								
funds	65.2742%	Fringe Benefits	18,350								
	116.0386%	INDIRECT	32,621								
	FY2027 CAP Rates	OTHER DIRECT	5,547								
		TOTAL	84,629								
	FY25 Carrying into FY28	15.37%	15,371								
	Carryover Sub-Total	% OF FUNDING	100		0.0000						0.0000
FY26 OH	**CPG (PL/FTA)**	Direct Labor	712,738	0	0	0	0	0	0		0
Carryover	65.2742%	Fringe Benefits	465,234	0	0	0	0	0	0		0
FY27 KY	116.0386%	INDIRECT	827,051	0	0	0	0	0	0		0
funds	FY2027 CAP Rates	OTHER DIRECT	383,631	0	0	0	0	0	0		0
		TOTAL	2,388,655	0	0	0	0	0	0		0
	FY27 Funding Sub-Total	% OF FUNDING	100		100.0000	80.0000			20.0000		0.0000
FY27	**CPG (PL/FTA)**	Direct Labor	988,277	10,629	0	0	0	0	0		0
funds	65.2742%	Fringe Benefits	645,089	6,937	0	0	0	0	0		0
	116.0386%	INDIRECT	1,146,782	12,333	0	0	0	0	0		0
	FY2027 CAP Rates	OTHER DIRECT	392,430	100	0	0	0	0	0		0
		TOTAL	3,172,579	30,000	0	0	0	0	0		0
	Carrying into FY28 Sub-Total		2,019,375	0	0	0	0	0	0		0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	Grand Total	% OF FUNDING	100		100.0000	80.0000			20.0000		0.0000
	CPG (PL/FTA)	Direct Labor	1,701,015	10,629	0	0	0		0		0
	65.2742%	Fringe Benefits	1,110,324	6,937	0	0	0		0		0
	116.0386%	INDIRECT	1,973,833	12,333	0	0	0		0		0
	FY2027 CAP Rates	OTHER DIRECT	776,061	100	0	0	0		0		0
		TOTAL	5,561,233	30,000	0	0	0		0		0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
668550	685 (FED)	% OF FUNDING	100		100.0000		80.0000		20.0000		100.0000
FY26 IN	**INDOT SPR**	Direct Labor	11,083		11,083		8,867		2,217		0
Carryover	65.2742%	Fringe Benefits	7,235		7,235		5,788		1,447		0
	116.0386%	INDIRECT	12,861		12,861		10,289		2,572		0
	FY2027 CAP Rates	OTHER DIRECT	0		0		0		0		0
	Rates	TOTAL	31,179		31,179		24,943		6,236		0
	FY27 Funding		75,000		75,000		60,000		15,000		
668550	685 (FED)	% OF FUNDING	100		100.0000		80.0000		20.0000		100.0000
FY27	**INDOT SPR**	Direct Labor	25,778		25,778		20,623		5,156		0
funds	65.2742%	Fringe Benefits	16,827		16,827		13,461		3,365		0
	116.0386%	INDIRECT	29,913		29,913		23,930		5,983		0
	FY2027 CAP Rates	OTHER DIRECT	2,483		2,483		1,986		497		0
		TOTAL	75,000		75,000		60,000		15,000		0
	FY27 Unspent Balance	0.00%	(0)		(0)		(0)		(0)		
	FY27 Funding		806,252								
761040	610 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Land Use**	Direct Labor	276,458								
funds	65.2742%	Fringe Benefits	180,456								
	116.0386%	INDIRECT	320,798								
	FY2027 CAP Rates	OTHER DIRECT	28,540								
		TOAL	806,252								
	FY27 Unspent Balance	0.00%	0								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	FY27 Funding		75,568								
761050	610 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Fiscal Impact Anlys**	Direct Labor	5,590								
funds	65.2742%	Fringe Benefits	3,649								
	116.0386%	INDIRECT	6,486								
	FY2027 CAP Rates	OTHER DIRECT	0								
		TOTAL	15,724								
	FY27 Unspent Balance	79.19%	59,844								
	Carryover Sub-Total	% OF FUNDING	100		100.0000		80.0000	0.0000	20.0000		0.0000
FY26 OH	**STBG/SNK/SPR**	Direct Labor	11,083		11,083	0	8,867	0	2,217		0
Carryover	65.27%	Fringe Benefits	7,235		7,235	0	5,788	0	1,447		0
FY27	116.04%	INDIRECT	12,861		12,861	0	10,289	0	2,572		0
funds	FY2027 CAP Rates	OTHER DIRECT	0		0	0	0	0	0		0
	Rates	TOTAL	31,179		31,179	0	24,943	0	6,236		0
	FY27 Funding Sub-Total	% OF FUNDING	100		100.0000		80.0000	0.0000	20.0000		0.0000
FY27	**STBG/SNK/SPR**	Direct Labor	307,826		25,778	0	20,623	0	5,156		0
funds	65.2742%	Fringe Benefits	200,931		16,827	0	13,461	0	3,365		0
	116.0386%	INDIRECT	357,197		29,913	0	23,930	0	5,983		0
	FY2027 CAP Rates	OTHER DIRECT	31,023		2,483	0	1,986	0	497		0
		Sub-Total	896,976		75,000	0	60,000	0	15,000		0
	FY27 Unspent Balance		59,844		(0)	0	(0)	0	(0)		0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
	FY27 Funding		216,940								
766540	665 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Clean Air Program**	Direct Labor	7,212								
funds	65.2742%	Fringe Benefits	4,708								
	116.0386%	INDIRECT	8,369								
	FY2027 CAP Rates	Contributed Svs	9,493								
		OTHER DIRECT	160,467								
		Sub-Total	190,250								
	FY27 Unspent Balance	12.30%	26,690								
	FY27 Funding		226,459								
766710	667 (FED)	% OF FUNDING	100		0.0000						0.0000
FY27	**Rideshare**	Direct Labor	7,212								
funds	65.2742%	Fringe Benefits	4,708								
	116.0386%	INDIRECT	8,369								
	FY2027 CAP Rates	Contributed Svs	10,276								
		OTHER DIRECT	175,368								
		TOTAL	205,933								
	FY27 Unspent Balance	9.06%	20,526								
	FY27 Funding		25,700							25,700	
671020	710 (FED)	% OF FUNDING	100							100.0000	0.0000
FY26	**Ohio DWA**	Direct Labor	8,848							8,848	
funds	65.2742%	Fringe Benefits	5,776							5,776	
Carryover	116.0386%	INDIRECT	10,268							10,268	
	FY2027 CAP Rates	OTHER DIRECT	807							807	
		TOTAL	25,700							25,700	
	FY26 Unspent Balance	0.00%	0							0	

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	TOTAL PROJECT COST	OTHER FUNDS	INDIANA SHARE	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	LOCAL OKI COUNTY FUNDS
	FY27 Funding		138,514								
771060	710 (FED)	% OF FUNDING	100								0.0000
FY27	**604b Water-Core**	Direct Labor	49,119								
funds	65.2742%	Fringe Benefits	32,062								
	116.0386%	INDIRECT	56,997								
	FY2027 CAP Rates	OTHER DIRECT	335								
		TOTAL	138,514								
	FY27 Unspent Balance	0.00%	0								
	FY27 Funding		75,000								
771090	710 (FED)	% OF FUNDING	100								0.0000
FY27	**OH Gen Asmbly Water - Core**	Direct Labor	26,577								
	65.2742%	Fringe Benefits	17,349								
	116.0386%	INDIRECT	30,841								
	FY2027 CAP Rates	OTHER DIRECT	233								
		TOTAL	75,000								
	FY27 Unspent Balance	0.00%	0								
	FY27 Funding		166,308								
471120	711 (FED)	% OF FUNDING	100								0.0000
FY24	**US EPA CPRG**	Direct Labor	19,715								
funds	65.2742%	Fringe Benefits	12,869								
Carryover	116.0386%	INDIRECT	22,877								
	FY2027 CAP Rates	OTHER DIRECT	110,846								
		TOTAL	166,308								
	FY24 Unspent Balance	0.00%	0								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
771010	710 (LOCAL)	% OF FUNDING	100								100.0000
FY27	**Local Water**	Direct Labor	22,568								22,568
funds	65.2742%	Fringe Benefits	14,731								14,731
	116.0386%	INDIRECT	26,188								26,188
	FY2027 CAP Rates	OTHER DIRECT	4,174								4,174
		TOTAL	67,661								67,661
780010	800 (LOCAL)	% OF FUNDING	100								100.0000
FY27	**Regional Planning**	Direct Labor	24,712								24,712
funds	65.2742%	Fringe Benefits	16,131								16,131
	116.0386%	INDIRECT	28,676								28,676
	FY2027 CAP Rates	OTHER DIRECT	481								481
		TOTAL	70,000								70,000
260001	(LOCAL)	% OF FUNDING	100								100.0000
FY27	**General & Admin.**	Direct Labor	36,710								36,710
funds	65.2742%	Fringe Benefits	23,962								23,962
	116.0386%	INDIRECT	42,597								42,597
	FY2027 CAP Rates	OTHER DIRECT	139,034								139,034
		TOTAL	242,303								242,303

Ohio-Kentucky-Indiana Regional Council of Governments
FY2027 Unified Planning Work Program
Labor Base for Fringe and Indirect Cost Allocation Plans
by Funding Source and Cost Category

Project Code	Project Name	COST CATEGORY	**TOTAL PROJECT COST**	**OTHER FUNDS**	**INDIANA SHARE**	FEDERAL INDOT FHWA/FTA CPG FUNDS	FEDERAL INDOT FHWA SPR FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	**SPECIAL PROJECTS**	**LOCAL OKI COUNTY FUNDS**
		% OF FUNDING	100		0.0000						0.0000
FY27	**GRAND TOTALS**	Direct Labor	2,222,600	10,629	36,862	0	29,489	0	7,372	8,848	83,990
	65.2742%	Dir Labor Fringe Be	1,450,786	6,937	24,061	0	19,249	0	4,812	5,777	54,824
	116.0386%	INDIRECT	2,579,074	12,333	42,774	0	34,219	0	8,555	10,268	97,461
	FY2027 CAP Rates	Contributed Svs	19,769	0	0	0	0	0	0	0	0
		OTHER DIRECT	1,398,829	100	2,483	0	1,986	0	497	807	143,689
		TOTAL	7,671,058	30,000	106,179	0	84,943	0	21,236	25,700	379,964
											1,001,200

Prepared by KLH 2/18/26
Final Review by: KLH 2/20/26

FRINGE BENEFIT & INDIRECT COST RATE AGREEMENT
Between the Ohio Department of Transportation (ODOT) and
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
(the Organization)

The rates approved in this Agreement are for use on grants, contracts, and other agreements with the Federal Government, ODOT, and other State agencies, as applicable, subject to the conditions in SECTION III.

SECTION I: INDIRECT COST RATES

RATE TYPE: The Organization uses the following method to calculate Fringe Benefit and Indirect Cost rates:

☒ **Provisional Rate Method**. The provisional rates are based on the actual costs of the most recently audited calendar year, with adjustments for projected changes. The Organization shall bill the approved rates during the calendar year. At the end of the calendar year, actual rates are calculated, and the difference between the estimated and actual costs for the period covered by the rates is identified for each specific contract. Any variance is either billed as an additional cost or refunded to the grantor agency, as applicable. No carryforward provision is permitted to adjust future rates for the variance.

☐ **Fixed Rate with Carry-Forward Method**. The rates are calculated based on the most recently audited fiscal year, with adjustments for projected changes. Once approved, the fixed rates are estimated billing rates applied during the contract period. At the end of the fiscal year, actual rates are computed, and the difference between the estimated and actual costs for the period is carried forward as an adjustment to future rates.

The rates listed in the following table were computed using the method selected above, as supported by the latest Schedule of Direct Labor, Fringe Benefits, and General Overhead submitted by the Organization.

RATE	EFFECTIVE PERIOD		RATE (%)	APPLICATION
	FROM	TO		
ESTIMATED	7/1/2024	6/30/2025	62.30	FRINGE BENEFIT RATE
ESTIMATED	7/1/2024	6/30/2025	112.76	INDIRECT COST RATE
FINAL (ACTUAL)	**7/1/2024**	**6/30/2025**	**62.59**	**FRINGE BENEFIT RATE**
FINAL (ACTUAL)	**7/1/2024**	**6/30/2025**	**118.64**	**INDIRECT COST RATE**
ESTIMATED	7/1/2025	6/30/2026	64.04	FRINGE BENEFIT RATE
ESTIMATED	7/1/2025	6/30/2026	113.38	INDIRECT COST RATE
ESTIMATED	7/1/2026	6/30/2027	65.27	FRINGE BENEFIT RATE
ESTIMATED	7/1/2026	6/30/2027	116.04	INDIRECT COST RATE

Allocation Bases. (*See Section II for additional details.*)

- For Fringe Benefits, the base is **Total Labor** (the sum of direct and indirect labor).
  See Section II.A for additional details.
- For Indirect Costs, the base is **Total Direct Labor** ☒ excluding direct labor fringe benefits.
  ☐ including direct labor fringe benefits.

Note: ODOT approved the rates listed above based on a limited, correspondence desk review of a Cost Allocation Plan prepared and submitted by the Organization. This approval does not constitute an audit or cognizant review.

SECTION II: SPECIAL REMARKS

A. TREATMENT OF FRINGE BENEFITS:
Fringe benefits include items such as Holiday Pay, Sick and Vacation Pay, PERS, Hospitalization, and Workers' Compensation. These expenses are billed to the contract(s) based on the applicable fringe benefit rate, which is applied to specific projects using the allocation base specified above.

B. TREATMENT OF INDIRECT COSTS:
Indirect costs are not specifically identified with a cost objective. Indirect costs include operational and administrative expenses (e.g., payroll processing, building rent, and depreciation). These expenses are billed to the contract(s) based on the applicable indirect cost rate, which is applied to specific projects using the allocation base specified above.

SECTION III: GENERAL

A. LIMITATIONS:
The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract, or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the Organization were included in its indirect cost pool as finally accepted, as such costs are legal obligations of the Organization and are allowable under the governing cost principles; (2) No costs that have been treated as indirect costs are also claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the Organization that was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government, ODOT, or other State agencies. In such situations, the rate(s) would be subject to renegotiation at the discretion of the applicable governmental entity.

B. ACCOUNTING CHANGES:
This Agreement is based on the accounting system the Organization identified as effective during the Agreement period. Changes to the method of accounting for costs that affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized ODOT representative. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. USE BY OTHER FEDERAL/STATE AGENCIES:
The rates in this Agreement were approved in accordance with the authority in 2 CFR Part 200 and should be applied to grants, contracts, and other agreement covered by this Regulation, subject to any limitations listed in Section III.A. The Organization may provide copies of this Agreement to other Federal agencies to give them early notification of the Agreement.

D. OTHER:
If any Federal contract, grant, or other agreement reimburses indirect costs by a means other than the approved rate(s) in this Agreement, the Organization must (1) credit such costs to the affected programs, and (2) apply the approved rate(s) using the appropriate cost allocation base to identify the proper amount of indirect costs allocable to these programs.

E. FULLY EXECUTED AGREEMENT:
This Agreement is in draft format until signed by representatives of both ODOT and the Organization. The Agreement is deemed fully executed as of the date of the latest signature shown below.

BY THE ORGANIZATION:	BY THE PASS-THROUGH ENTITY ON BEHALF OF THE FEDERAL GOVERNMENT:
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS	**Ohio Department of Transportation**
(DEPARTMENT/AGENCY)	(DEPARTMENT/AGENCY)
Mark Policinski Mark Policinski (May 19, 2026 16:09:42 EDT)	Pamela Boratyn /SPG
(SIGNATURE)	Pamela Boratyn as signed by Scot Gormley
Mark R. Policinski	
(NAME)	
Executive Director/CEO	**Director**
(TITLE)	(TITLE)
5/19/2026	**5/18/2026**
(DATE)	(DATE)

APPENDIX C

TITLE VI

Ohio · Kentucky · Indiana
Regional Council of Governments

TITLE VI COMPLIANCE QUESTIONNAIRE

Metropolitan Planning Organizations (MPOs) &
Regional Transportation Planning Organizations (RTPOs)

General

1. Which office within your organization has lead responsibility for Title VI compliance?

OKI's Communications Department has the lead responsibility for Title VI compliance.

2. Who is your designated Title VI Coordinator? Please provide the person's name, title, and contact information.

   Jenny Newcomb, Digital Media Specialist, Jnewcomb@oki.org

3. Does your organization have a Title VI Program Plan? If so, please provide the website link or attach a copy.

   Yes, it can be downloaded at: https://www.oki.org/about/civil-rights/title-vi/

4. Does your organization have a Title VI policy? If so, please provide the website link or attach a copy.

   Yes, it can be downloaded at https://www.oki.org/about/civil-rights/title-vi/

5. Does your organization have written Title VI complaint procedures? If so, please provide the website link or attach a copy.

   Yes, it can be found at https://www.oki.org/about/civil-rights/title-vi/

6. Does your organization have a Title VI complaint form? If so, please provide the website link or attach a copy.

   Yes, it can be found at https://www.oki.org/about/civil-rights/title-vi/

7. Does your organization make the public aware of the right to file a complaint? If so, describe how this is accomplished.

   A Title VI Notification to the Public or Beneficiary Notice is posted on https://www.oki.org/about/civil-rights/title-vi/ **and signage is displayed in our lobby.**

8. In the past three years, has your organization been named in any Title VI and/or other discrimination complaints or lawsuits? If so, please provide the date the action was filed, a brief description of the allegations, and the current status of the complaint or lawsuit. Describe any Title VI-related deficiencies that were identified and the efforts taken to resolve those deficiencies.

   No, our organization has not been named in any lawsuits.

9. Has your organization provided written Title VI Assurances to ODOT? Is the Title VI Assurance included in the MPO self-certification resolution? (Note: this only applies to MPOs; RTPOs do not approve self-certification resolutions.) If so, please provide a copy as an attachment. **Written Title VI Assurances have been provided to ODOT. The Title VI Assurance is also included in OKI's MPO self-certification resolution and a copy of the resolution is attached**
10. Does your contract language include Title VI and other non-discrimination assurances? **Yes**
11. Do you use any of the following methods to disseminate Title VI information to the public (select all that apply):
    i. Title VI posters in public buildings
    ii. Title VI brochures at public events
    iii. Title VI complaint forms in public buildings
    iv. Title VI complaint forms at public events
    v. Title VI policy posted on your website
    vi. Title VI Program Plan posted on your website
    vii. Other (Please explain) Copy of Title VI Policy in our office lobby

Public Involvement

12. Does your organization have a Public Participation Plan? If so, please provide the website link or attach a copy. When was the Public Participation Plan most recently updated? **Yes, it can be found at: https://www.oki.org/about/civil-rights/participation-plan/ and the most recent was 2022. It is being updated for 2026.**

13. Please select which of the following outlets your organization uses to provide notices to different population groups (select all that apply):
    i. Neighborhood and community paper advertisements
    ii. Community radio station announcements
    iii. Church and community event outreach
    iv. Targeted fliers distributed in particular neighborhoods

v. Other (Please explain)- social media channels, dedicated pages on oki.org, press releases to media outlets

14. Do you coordinate with local community groups to facilitate outreach to minorities and low-income populations? If so, please list groups. **Tristate Transportation Equitable Opportunity Team, Community Advisory Commitee**

15. Do you take the following into consideration when identifying a public meeting location (select all that apply):

    i. Parking

    ii. Accessibility by public transportation

    iii. Meeting times

    iv. Existence of ADA ramps

    v. Familiarity of the community with the meeting location

16. Have meeting participants requested special assistance (e.g., interpretation services) ahead of any public event in the past year? If so, describe how the request was addressed. **There have been no requests.**

Language Assistance

17. Are you familiar with the four-factor methodology for assessing a potential need for language assistance? **Yes**

18. Are you familiar with the Safe Harbor guideline? **Yes**

19. Does your organization have a Language Assistance Plan? If so, please provide the website link or attach a copy. **Yes**

20. Has your organization identified vital documents that need to be made available in languages other than English? If so, describe how that need is being addressed. **Yes, the Title VI Complaint Form, Title VI Notification to the Public and Title VI Notice of Protections Against Discrimination have all been translated into Spanish and placed in OKI's Title VI Program Plan.**

21. Do you have a list of staff who speak languages other than English? **Yes**

22. Do you provide free translation services in languages other than English to the public upon request? **Yes**

23. How often do you receive requests for language assistance? **We have not received requests for language assistance.**

Title VI Training

24. Who provides Title VI training to your staff?

    i. ODOT staff

    ii. Title VI Coordinator

    iii. Other (Please explain)

25. How often are Title VI trainings conducted?

26. How many staff were trained on Title VI this year?

Transportation Planning Program - Data Collection and Analysis

27. Does your agency maintain documentation describing its procedures for incorporating Title VI requirements into the region's transportation planning program? **Yes**

28. Does your organization maintain socio-demographic data and mapping for the transportation planning region? **Yes**

29. Does your organization use data to identify protected groups for consideration in the planning process? **Yes**

30. Does your organization conduct Transportation Plan and Transportation Improvement Program analyses of the impacts that planned transportation system investments will have on affected populations? Discuss the assessment methodology and resulting documentation. **Yes, OKI does conduct analyses of the impacts that planned transportation system investments will have on both minority and non-minority areas. During the course of the process to finalize the update of OKI's 2050 Metropolitan Transportation Plan, OKI staff evaluated projects that are within or adjacent to Environmental Justice areas. It was determined that more than $7 billion, nearly 77% of total recommended expenditures, are within EJ communities. This represents about 55 percent of all recommended projects.**

31. Does your organization track demographic information of participants in its transportation planning program's public involvement events? **OKI does not have a formal methodology for tracking the demographic information of participants at the public involvement events of our transportation planning program.**

Technical Assistance

32. Provide the name, title, and contact information for the person who completed this questionnaire and the date the questionnaire was completed. Is this the person to contact for follow-up questions? If not, please provide the name, title, and contact information for that individual. **Jenny Newcomb, Digital Media Specialist, jnewcomb@oki.org, 513-205-7858, completed this questionnaire on December 10, 2025.**
33. Do you have any questions regarding this questionnaire? If so, please include them here along with your email address or telephone number, and an ODOT representative will respond. **No**
34. Would your organization like Title VI training or other Civil Rights technical assistance from ODOT? If yes, please explain. **Yes, the Title VI Coordinator would love to be more in touch and familiar with the ODOT Title VI office**.

Standard Title VI DOT Assurances

The Ohio-Kentucky-Indiana Regional Council of Governments (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT,** as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA),** is subject to and will comply with the following:

<u>Statutory/Regulatory Authorities</u>

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

<u>General Assurances</u>

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, sex, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the ***FHWA.*** *Sex was added as a protected class under Title VI programs due to Section 162(a) of the Federal Highway Aid Act pf 1973." (23 USC 324)*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted **Federal Highway Program:**

1. The Recipient agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

Construction Proposals

"The Ohio-Kentucky-Indiana Regional Council of Governments, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC.§§ 2000d to 2000d- 4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award. "

Agreements for Other Services

"Compliance with Regulations: The Consultant shall comply with the regulations of the Ohio- Kentucky-Indiana Regional Council of Governments, Department of Highways, relative to nondiscrimination in Federally Assisted Programs of the Transportation Cabinet, Department of Highways (49 CFR, Part 21) which are herein incorporated by reference and made a part of this contract."

1. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
2. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a

transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

3. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
4. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
5. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

6. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

7. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, The Ohio-Kentucky-Indiana Regional Council of Governments also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA.** You must keep records, reports, and submit the material for review upon request to **FHWA,** or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Ohio-Kentucky-Indiana Regional Council of Governments gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program.** This ASSURANCE is binding on Kentucky, other recipients, sub-recipients, sub- grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program.** The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Signed and approved this 12 day of November, 2025.

Mark R. Policinski,
CEO/Executive Director
Ohio-Kentucky-Indiana Regional Council of Governments

Attest:

Julia Brossart

Julia Brossart,
Communications and Legislative Affairs Manager

Josh Gerth President
Mark R. Policinski CEO

720 E. Pete Rose Way, Suite 420 Cincinnati, Ohio 45202 | Phone: 513.621.6300 | Fax: 513.621.9325 | www.oki.org
Serving the Counties of: Boone | Butler | Campbell | Clermont | Dearborn | Hamilton | Kenton | Warren
www.facebook.com/okiregional twitter.com/okircog

STAFF PROFILE REPORT - AGENCY and MPO

EFFECTIVE DATE FEBRUARY 20, 2026

TABLE 1: TOTAL PERMANENT EMPLOYEES	FEMALE	MALE	Agency TOTAL		FEMALE	MALE	MPO TOTAL	
MINORITY	3	3	6	(20%)	3	3	6	(25%)
MAJORITY	13	11	24	(80%)	9	9	18	(75%)
TOTAL	16 (53%)	14 (47%)	30	(100%)	12 (50%)	12 (50%)	24	(100%)

TABLE 1A: PROFESSIONAL LEVEL EMPLOYEES	FEMALE	MALE	Agency TOTAL		FEMALE	MALE	MPO TOTAL	
MINORITY	3	3	6	(20%)	3	3	6	(25%)
MAJORITY	13	11	24	(80%)	9	9	18	(75%)
TOTAL	16 (53%)	14 (47%)	30	(100%)	12 (50%)	12 (50%)	24	(100%)

TABLE 1B: SUPPORT LEVEL EMPLOYEES	FEMALE	MALE	Agency TOTAL		FEMALE	MALE	MPO TOTAL	
MINORITY	0	0	0	#DIV/0!	0	0	0	#DIV/0!
MAJORITY	0	0	0	#DIV/0!	0	0	0	#DIV/0!
TOTAL	0 #DIV/0!	0 #DIV/0!	0	#DIV/0!	0 #DIV/0!	0 #DIV/0!	0	#DIV/0!

TABLE 2: TEMPORARY EMPLOYEES	FEMALE	MALE	Agency TOTAL		FEMALE	MALE	MPO TOTAL	
MINORITY	0	1	1	(25%)	0	1	1	(25%)
MAJORITY	3	0	3	(75%)	3	0	3	(75%)
TOTAL	3 (75%)	1 (25%)	4	(100%)	3 (75%)	1 (25%)	4	(100%)

APPENDIX D

PROSPECTUS

Ohio · Kentucky · Indiana
Regional Council of Governments

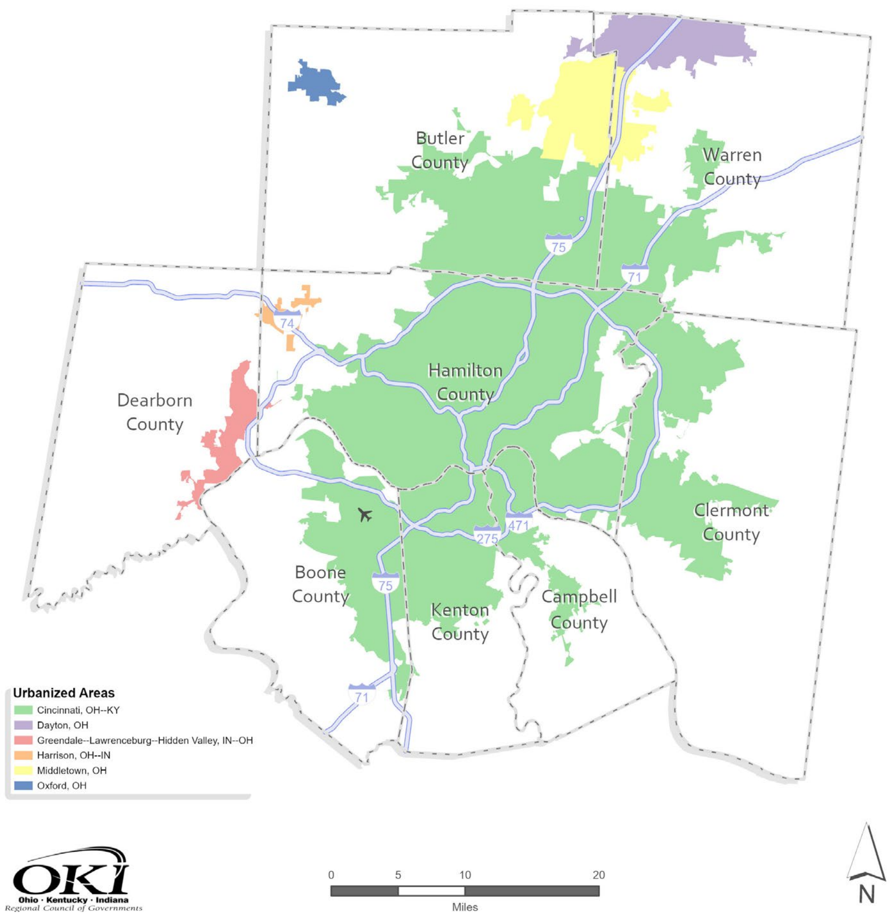
MISSION

The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is a council of local governments, business organizations and community groups committed to developing collaborative strategies, plans and programs which will improve the quality of life and the economic development potential of the Tri-state.

PLANNING AREA

The OKI region embraces an area of 2,636 square miles, with a population of 2,120,721 (2020 Census) in Butler, Clermont, Hamilton and Warren counties in the State of Ohio; Boone, Campbell and Kenton counties in the Commonwealth of Kentucky; and Dearborn County in the State of Indiana.

OKI PLANNING AREA



ORGANIZATIONAL STRUCTURE

OKI is governed by a Board of Directors and an Executive Committee. The Board of Directors is empowered to control all activities of the Council of Governments. The Executive Committee has all the powers necessary to act in the name of the directors. The Board of Directors elects a President, First Vice-President, Second Vice-President and Treasurer. The OKI Executive Director serves as Secretary. The term of office for the members of the Board of Directors, Executive Committee and elected officers is one year or until successors have been selected and qualified. The President serves as the Chairperson of the Executive Committee.

The Board of Directors consists of:

- One official elected by the governing body of each member county;
- One elected official from each municipal corporation having a population over 5,000 (if any state in the region does not have a municipal corporation of this size, this member will be selected from the elected officials of the largest municipal corporation in the region within the state);
- One elected public official of each township located in each Member county located in Ohio, which township has a population of 40,000 or more persons according to the Approved Census, such person to be selected by the governing body of the township concerned, plus
- One elected public official of a township located in each member county located in Ohio, which township has a population of less than 40,000 persons according to the approved census, such elected public official to be selected by the Association(s) of Township Directors and Clerks, or its equivalent, in those counties where such a body or bodies exists. If there is no selection by an appropriate Association of Township Directors and Clerks or if more than one Association could select such an elected public official, the COUNCIL may elect such an elected public official, plus
- One elected public official of each Member county located in Indiana and Kentucky or of a municipal corporation within such Member county, such public official to be selected by the respective Member county.
- One person selected by each area or county planning agency within the region;
- One person selected from each municipal planning agency of any municipal corporation having a population of over 40,000;
- Not more than 20 non-elected residents of the OKI region;
- Not more than ten (10) other elected public officials of general purpose local government from counties, municipal corporations, townships, special districts or other political subdivisions within the OKI Region, or persons responsible to such officials, as the Board of Directors may select.
- One person selected by each of the Departments or Cabinets of Transportation of Ohio, Kentucky and Indiana.
- One person selected by each of the Boards of Trustees of the Southwest Ohio Regional Transit Authority, the Transit Authority of Northern Kentucky and the Butler County Regional Transit Authority.

The constituency of the elected public officials of the Board must represent 75 percent of the aggregate population of the OKI region, and at least two-thirds of the Directors must be officials elected by the residents of the region.

The Executive Committee consists of:

- The President, First Vice-President, Second Vice-President and Treasurer of the Board of Directors;
- Each Director selected pursuant to Article III, Paragraph B, Section 1.a., that is, an elected public official from each member county;
- Each Director selected from each municipal corporation having a population exceeding 40,000;
- Three Directors (one from each state within the OKI Region), selected pursuant to Article III, Paragraph B, Section 1b, each of whom was elected by a municipal corporation having a population less than 40,000. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.
- Four Directors selected pursuant to Article III, Paragraph B, Section 1.c (ii) or (iii). The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee; provided that if possible, the

Board of Directors shall select at least one Director who represents a township in Ohio having a population of less than 40,000 pursuant to Article III, Paragraph B, and Section 1.c (ii).

- Each Director selected by each legally constituted area or regional planning agency;
- Three additional Directors selected by the Board;
- One representative each from the Transit Authority of Northern Kentucky Board of Directors, the Southwest Ohio Regional Transit Authority Board of Trustees; and Butler County Regional Transit Authority.
- Representatives from the State Departments of Transportation.

Each member of the Executive Committee may nominate one alternate to represent and to take the place of that member for all purposes including voting, at any meeting of the Executive Committee from which that member is absent. The constituency requirements and length of term for the Executive Committee are identical to that of the Board of Directors. The Board and/or the Executive Committee may create any committees they deem appropriate and necessary. Current standing committees include the Budget Committee (a subgroup of the Executive Committee), Intermodal Coordinating Committee (ICC), Groundwater Committee, OKI Land Use Commission, and the Community Advisory Committee.

The Executive Director is the administrator of OKI, responsible for carrying out the policies and programs of the Board of Directors and its Executive Committee and applicable federal and state laws and regulations. The Executive Director has the authority to employ, assign, supervise and release all employees of OKI, within the framework and general limitations and policies established by the Board of Directors and its Executive Committee.

2026 OFFICERS

President	Josh Gerth
First Vice President	Bonnie J. Batchler
Second Vice President	Mark Jeffreys
Past President	Gary W. Moore
Treasurer	Kenneth F. Reed
Secretary	Mark R. Policinski

EXECUTIVE COMMITTEE

Andrew Aiello
Bonnie J. Batchler
Ryan Cook
Gina Douthat
Dan Driehaus
Mark Fette
Josh Gerth
Doug Gruver
Shannon Hartkemeyer
Mark Jeffreys
Roger Kerlin
Kris Knochelmann
Christopher Lawson
Michael Logue
Mary Makley Wolff
Gary W. Moore
David Okum
Amanda Ortiz
Brian Painter
Dale Paullus
Tom Peck
Steve Pendery
Rick Probst
Kenneth Reed
T.C. Rogers
Tony Rosiello
Jonathan D. Sams
Karl B. Schultz
Vestal Simms-Howell
Julie Smith-Morrow
Dee Stone
Stephanie Summerow Dumas
Kevin Turner
Dan Unger
Susan Vaughn
Thomas Voss
Ron Washington
Joshua Wice
Robert Yeager
David G. Young

2026 OKI BOARD OF DIRECTORS

MEMBER COUNTIES

Gary W. Moore, Boone County Fiscal Court
T. C. Rogers, Butler County Board of Commissioners
Steve Pendery, Campbell County Fiscal Court
Bonnie J. Batchler, Clermont County Board of Commissioners
Kevin Turner, Dearborn County Board of Commissioners
Stephanie Summerow Dumas, Hamilton County Board of Commissioners
Kris A. Knochelmann, Kenton County Fiscal Court
David G. Young, Warren County Board of Commissioners

MUNICIPALITIES WITH POPULATION OVER 5,000

Patrick Blair, Alexandria, KY
Charlie Cleves, Bellevue, KY
Brian Gath, Blue Ash, OH
Daniel Morgan, Cheviot, OH
Mark Jeffreys, Cincinnati, OH
D. Angelo Penque, Cold Spring, KY
Ron Washington, Covington, KY
Ben Baker, Dayton, KY
Natasha Kohorst, Deer Park, OH
Rob Thelen, Edgewood, KY
Justin Wade, Elsmere, KY
Jessica Fette, Erlanger, KY
Dale Paullus, Fairfield, OH
Gary Winn, Florence, KY
TBD, Forest Park, OH
Dr. Alyson Roeding, Ft. Mitchell, KY
Andy Ellison, Ft. Thomas, KY
Bernie Wessels, Ft. Wright, KY
Susan Vaughn, Hamilton, OH
Tanner Dale, Harrison, OH
TBD, Highland Heights, KY
Christopher Reinersman, Independence, KY
Andrew Byer, Indian Hill, OH
Mark Fette, Lawrenceburg, IN
Brad Lamoreaux, Lebanon, OH
Kathy Bailey, Loveland, OH
Thomas Henning, Madeira, OH
Joy Bennett, Mason, OH
TBD, Middletown, OH
TBD, Milford, OH
TBD, Monroe, OH
Catherine Mills-Reynolds, Montgomery, OH
TBD, Mt. Healthy, OH
Julie Smith-Morrow, Newport, KY
Anneliese M. Clear, North College Hill, OH
Susan Hoover, Norwood, OH
Michael Smith, Oxford, OH

Robert Boehner, Reading, OH
Glen Lovitt, Sharonville, OH
Linda Burke, South Lebanon, OH
Jeffrey P. Anderson, Springdale, OH
Mark Kreimborg, Taylor Mill, KY
Floyd Croucher, Trenton, OH
Kimberly Tuyn, Union Hills, KY
Seth Thompson, Villa Hills, KY
Dan Driehaus, Wyoming, OH

BOARDS OF TOWNSHIP TRUSTEES 40,000 OR MORE POPULATION
Dee Stone, Anderson Township
Dan Unger, Colerain Township
Tony Rosiello, Green Township
TBD, Liberty Township
Mary Makley Wolff, Miami Township
Michael Logue, Union Township
Dr. Amanda Ortiz, West Chester

BOARDS OF TOWNSHIP TRUSTEES UNDER 40,000 OR MORE POPULATION
Shannon Hartkemeyer, Butler County Association of Townships Trustee & Clerks
Tom Peck, Clermont County Township Association
TBD, Hamilton County Township Association
Jonathan D. Sams, Warren County Association of Township Trustee & Clerks

PUBLIC OFFICIALS FROM KENTUCKY AND INDIANA
Jesse Brewer, Boone County Fiscal Court
Brian Painter, Campbell County Fiscal Court
TBD, City of Greendale, IN
Dan Bell, Kenton County Fiscal Court

PLANNING COMMISSIONS
Randy Bessler, Boone County Planning Commission
David C. Fehr, Butler County Planning Commission
Sharon Haynes, Campbell County Planning & Zoning Commission
TBD, Clermont County Planning Commission
Nicole Daily, Dearborn County Planning Commission
David Okum, Hamilton County Regional Planning Commission
Paul Darpel, Kenton County Planning Commission
Joshua Wice, Planning & Development Services of Kenton County
Ryan Cook, Warren County Regional Planning Commission

MUNICIPAL PLANNING COMMISSIONS 40,000 OR MORE POPULATION
Emily Ahouse, Cincinnati (City) Planning Commission
Greg Kathman, Fairfield (City) Planning Commission
Lauren Nelson, Hamilton (City) Planning Commission
Claire Fetters-Binegar, Middletown (City) Planning Commission

VOTING EX-OFFICIO MEMBERS
TBD, Indiana Department of Transportation
Robert Yeager, Kentucky Transportation Cabinet
Doug Gruver, Ohio Department of Transportation
Christopher Lawson, Butler County Regional Transit Authority
Andrew Aiello, Southwest Ohio Regional Transit Authority
Gina Douthat, Transit Authority of Northern Kentucky

RESIDENTS
Craig Beckley, Resident
Gailen Bridges, Resident
Laura N. Brunner, Resident/The Port
Chris Dobrozsi, Resident
Jeffrey Earlywine, Resident
Josh Gerth, Resident
Liz Keating, Resident
Roger Kerlin, Resident
Eric Kranz, Resident/Dearborn County Chamber of Commerce
Henry Menninger, Jr., Resident
Pete Metz, Resident/Cincinnati USA Regional Chamber
Pamela E. Mullins, Resident
Rick Probst, Resident
Kenneth F. Reed, Resident
Sal Santoro, Resident
Karl B. Schultz, Resident
Vestal Simms-Howell, Resident
Spencer Stork, Kenton County Public Works
Thomas Voss, Resident
Will Weber, Southbank Partners
Melissa Wideman, Resident

OTHER ELECTED OFFICIALS AND PERSONS RESPONSIBLE TO ELECTED OFFICIALS OR FROM SPECIAL PURPOSE DISTRICTS
Eric Beck, Hamilton County Engineer
Denise Driehaus, Hamilton County Board of Commissioners
Jeremy Evans, Clermont County Engineer
Rob Franxman, Boone County Engineer
J. Todd Listerman, Dearborn County Engineer
David Painter, Clermont County Board of Commissioners
Alicia Reece, Hamilton County Board of Commissioners
Michael Stork, Kenton County Public Works
Kurt Weber, Warren County Engineer
Gregory Wilkens, Butler County Engineer

OKI LAND USE COMMISSION
(Entire Board serves – Ken Reed, Chair)

INTERMODAL COORDINATING COMMITTEE

CHAIR:	Dan Corey, Butler County TID
FIRST VICE CHAIR:	Robert Franxman, Boone County Fiscal Court
SECOND VICE CHAIR:	Sam Perry, City of Oxford

At-Large
Great Parks, Helene Herbert
Hamilton Township, Jeff Wright
John R. Jurgensen, Josh Carter
Tri-State Trails, Wade Johnston

Aviation
Cincinnati/N. Kentucky International Airport, Dave Clawson
City of Cincinnati, Seth Timmerman

Bike/Pedestrian
Cincinnati Cycle Club, No Representation

Chamber of Commerce
Northern Kentucky Chamber of Commerce, Tom Voss

Cities over 100K Population
City of Cincinnati, Chris Ertel
City of Cincinnati, Brian Goubeaux
City of Cincinnati, Diego Jordan

Ohio Cities over 40K Population
City of Fairfield, Nick Dill
City of Fairfield, Erin Lynn
City of Hamilton, J. Allen Messer
City of Hamilton, Ed Wilson
City of Middletown, No Representation
City of Middletown, Scott Tadych

Kentucky Cities over 40K Population
City of Covington, No Representation
City of Covington, No Representation

County Engineer/Road Manager
Boone County Fiscal Court, Robert Franxman
Butler County Engineer's Office, Gregory Wilkens
Campbell County Fiscal Court, Luke Mantle
Clermont County Engineer's Office, Jeremy Evans
Dearborn County Dept. of Transportation & Engineering, J. Todd Listerman
Hamilton County Engineer's Office, Todd Long
Kenton County Engineer's Office, Brandon Seiter
Warren County Engineer's Office, Kurt Weber

County Planning
Boone County Planning Commission, Jenna LeCount
Butler County Regional Planning Commission, David Fehr
Campbell County Fiscal Court, Cindy Minter
Clermont County Planning and Development, No Representation
Dearborn County Planning Commission, Nicole Daily
Hamilton County Regional Planning Commission, Mark Boswell
Northern Kentucky Area Development District, Jeff Thelen
PDS of Kenton County, Andy Videkovich
Warren County Regional Planning Commission, Hadil Lababidi

Department of Transportation
Indiana Department of Transportation, Emmanuel Nsonwu
Kentucky Transportation Cabinet, District 6, Dane Blackburn
Kentucky Transportation Cabinet, Thomas Witt
Ohio Department of Transportation, District 8, Taylor DeGroot
Ohio Department of Transportation, District 8, Andrea Henderson

CA Representative
Community Advisory Committee, No Representation

Environmental
Hamilton County Department of Environmental Services, Brad Johnson
Northern Kentucky Health Department, Kelly Schwegman

Federal Highway Administration
Federal Highway Administration/Indiana, Erica Tait
Federal Highway Administration/Kentucky, Camille Robinson
Federal Highway Administration/Ohio, Sam Wallace

Freight
No Representation

IN City under 40K Population
No Representation

KY City under 40K Population
City of Edgewood, Rob Thelen
City of Florence, Tom Gagnon
City of Newport, John Willis

OH City under 40K Population
City of Forest Park, Christopher Anderson
City of Lebanon, Jason Millard
City of Loveland, No Representation
City of Oxford, Sam Perry
City of Trenton, No Representation

Port Authority
Greater Cincinnati Redevelopment Authority, No Representation

Transportation Improvement District
Butler County Transportation Improvement District, Dan Corey
Clermont County Transportation Improvement District, No Representation
Hamilton County Transportation Improvement District, Eric Beck
Warren County Transportation Improvement District, No Representation

Townships over 40K Population
Anderson Township, Steve Sievers
Colerain Township, David Miller
Green Township, Adam Goetzman
Liberty Township, Bryan Behrmann
Miami Township, Brian Elliff
Union Township, Cory Wright
West Chester Township, Mike Huxsoll

Transit
Butler County Regional Transit Authority, Russell Auwae
City of Cincinnati Streetcar, Matthew Hulme
Clermont Transportation Connection, No Representation
Federal Transit Authority, Indiana, No Representation
Middletown Transit Service, No Representation
SORTA, Steve Anderson
TANK, Olivia Tussey
Warren County Transit Service, Josh Hisle

CORRIDOR STUDY/SPECIAL PURPOSE COMMITTEE CHAIRS

COMMUNITY ADVISORY COMMITTEE – Adam Goetzman, Chair
GROUNDWATER COMMITTEE – Rich Stuck, Chair

OKI COMMUNITY ADVISORY COMMITTEE

Adam Goetzman, Chair
Megan Bessey, Planning & Development Services Kenton County
Scott Brown, Ohio Department of Transportation, District 8
Nancy Cahall, Council on Aging of Southwestern Ohio
Jaeydah Edwards, Groundwork Ohio River Valley
James A. Foster, Resident, Trenton, Ohio
Hadil Lababidi, Warren County Regional Planning Commission
Jenna LeCount, Boone County Planning Commission
Erin Lynn, City of Fairfield
Rosalind Moore, City of Forest Park
Pamela Mullins, Resident, Covington, Kentucky
Taylor DeGroot, Ohio Department of Transportation, District 8
Olivia Tussey, TANK, Transit Authority of Northern Kentucky
Nick Keeling, METRO, Southwest Ohio Regional Transit Authority

COMMITTEE BY-LAWS

The following pages contain copies of by-laws for the:

- OKI Board of Directors
- Intermodal Coordinating Committee (ICC)
- Community Advisory Committee

OKI

Articles of Agreement and By-Laws

720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
www.oki.org

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

AMENDED AND RESTATED ARTICLES OF AGREEMENT

WITNESSETH:

A. Effective as of August 23, 1973 the governing bodies of Hamilton County, Butler County, Clermont County and Warren County of the State of Ohio; Boone County, Campbell County and Kenton County of the Commonwealth of Kentucky; and Dearbom County and Ohio County of the State of Indiana (collectively herein referred to as the "Original Members") created a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, known as the Ohio-Kentucky-Indiana Regional Council of Governments (sometimes referred to herein as "OKI") pursuant to certain Articles of Agreement (herein called the "Original Articles"); and

B. In 1986, Ohio County, Indiana withdrew as a member of OKI (the Original Members excluding Ohio County are sometimes referred to herein as the "Current Members");

C. The Original Articles were amended and modified effective as of October 7, 1993 (such amendment is sometimes referred to herein as the "1993 Amendment"); and

D. The Current Members desire to amend and restate the Original Articles as amended and modified by the 1993 Amendment (collectively, the "Amended Articles") in order to modify and to clarify certain provisions therein and in order to add certain additional members to the Board of Directors and the Executive Committee;

NOW THEREFORE, the Current Members hereby amend and restate the Amended Articles, such amended and restated Amended Articles (herein referred to as the "Amended and Restated Articles of Agreement") being effective as of the date, and only as of the date, on which [1] the governing body of each of the Current Members has adopted a resolution authorizing the amendment of the Amended Articles and the execution of these Amended and Restated Articles of Agreement, [2] the governing body of each of the Current Members has executed these Amended and Restated Articles of Agreement and [3] these Amended and Restated Articles of Agreement have been reviewed by the Attorney General of Kentucky and the Attorney General of Indiana and, if required, signed by them signifying such action, if any, required by applicable statute.

The parties hereto agree that the Amended and Restated Articles of Agreement of Ohio-Kentucky-Indiana Regional Council of Governments (hereafter the "Articles") are as follows:

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

AMENDED AND RESTATED ARTICLES OF AGREEMENT

ARTICLE I

NAME, AREA TO BE INCLUDED ESTABLISHMENT AND AUTHORIZATION

Section 1. The organization shall be known as the **Ohio-Kentucky-Indiana Regional Council Of Governments** (herein called "COUNCIL") and shall consist of members who shall be the counties who are now or may hereafter become parties to these Articles or qualified persons or entities who are later admitted to membership pursuant to these Articles (such members are hereinafter referred to as the "Members").

Section 2. The area included within the COUNCIL shall be the entire area of the composite counties which are Members of the COUNCIL (herein called the "OKI Region").

Section 3. These Articles are adopted pursuant to Chapter 167 of the Ohio Revised Code, Section 65.210 et seq. of the Kentucky Revised Statutes, and Section 36-1-7 et seq. of the Indiana Statutes (the Original Articles and Amended Articles having been adopted pursuant to Chapter 167 of the Ohio Revised Code, Section 65.210 *et seq.* of the Kentucky Revised Statutes, and Indiana Code 53-1101 *et seq.*).

ARTICLE II

POWERS AND PURPOSES

Section 1. The COUNCIL shall have the power to do all things which Chapter 167 of the Ohio Revised Code requires or permits it to do, including the power to carry out the purposes set forth below, provided that the COUNCIL shall not have the power to do any act prohibited by the constitution or statutes of Ohio, Kentucky or Indiana. Such powers shall include, without limitation, the power to adopt rules of procedure for the regulation of its affairs and the conduct of its business and the power to appoint such committees and advisory groups as the COUNCIL may deem appropriate to assist it in carrying out its purposes.

Section 2. The powers of the COUNCIL may be exercised to achieve the following purposes:

a. To be a public body and to provide such services within the OKI Region as applicable law will permit and the Board of Directors or the Executive Committee require in order to foster and develop better coordination, protection and satisfaction of the interests and needs of the public governing bodies within the OKI Region.

b. To provide coordinated planning services to the appropriate federal, state and local governments, their political subdivisions, agencies, departments, instrumentalities, special districts and private agencies or entities in connection with the preparation and development of a comprehensive and continuing regional transportation and development plan within the OKI Region, and to engage in comprehensive planning in (but not limited to) matters affecting land use, housing, community facilities, capital improvements, metropolitan and regional development, transportation facilities, health, welfare, safety, education, economic conditions, water supply and distribution facilities, waste treatment and disposal, water and land conservation, and any other type of project which the COUNCIL deems necessary, appropriate or desirable with respect to comprehensive planning and development within the OKI Region. Such planning may be done directly by personnel of the COUNCIL, or under contracts between the COUNCIL and other public or private agencies or entities.

c. To promote cooperative agreements, contracts and other compacts among and between governments, their political subdivisions, agencies, departments, instrumentalities and special districts, and private persons, corporations, and other agencies interested in the OKI Region.

d. To serve as an areawide review agency in conjunction with comprehensive planning within the OKI Region.

e. To receive and accept funds, grants, gifts, assistance, bequests, services and other contributions from any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or from any private or civic source, and to enter into contracts and agreements with respect thereto;

f. To expend funds, grants, gifts, assistance, bequests, services and other contributions received from any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or from any private or civic source, and to enter into contracts and agreements with respect thereto;

g. To the extent permitted by law, to establish and charge fees for services rendered, and to recover costs and expenses incurred by the COUNCIL in providing services, for or on behalf of any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or to any private person or entity.

h. To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.

i. To purchase, acquire, own, hold, operate, maintain, lease or sell real, personal, tangible or intangible property.

j. To the extent permitted by law, to hold, provide, promote, sponsor or otherwise support, by itself or together with others, public hearings, public forums and educational, civic, cultural, philanthropic or other events, programs, meetings or gatherings which the COUNCIL deems necessary, appropriate or desirable.

k. To establish and maintain, or to help establish and maintain, an interstate, multi-county and metropolitan-wide public body which will be responsible for, and to cooperate with other public, private or civic persons or entities for the benefit of the OKI Region in, the formulation of goals and objectives for economic, social and physical development within and enhancement of the OKI Region and to prepare, develop and keep current a comprehensive plan for the OKI Region toward the attainment of these goals.

l. To supply or provide for any matching funds required by any application for funding submitted by the COUNCIL or any grant received by the COUNCIL or agreement to be executed by the COUNCIL.

m. To take such other actions, do such other things or undertake such other programs as are necessary, appropriate or desirable to effectuate any other lawful purpose of the COUNCIL deemed necessary, appropriate or desirable by the Board of Directors or the Executive Committee.

Section 3. The authority granted to the COUNCIL by law or by these Articles shall not displace any existing municipal, township, county, regional or other planning commission or planning agency in the exercise of its statutory powers unless otherwise agreed by OKI and by all federal, state and local governments and any of their political subdivisions, agencies, departments, instrumentalities and special districts which are effected, including without limitation any commissions and agencies which are directly effected, and then only to the extent such displacement is permitted by law.

ARTICLE III

GOVERNANCE

A. GENERAL

The activities of the COUNCIL shall be conducted by the Board of Directors which shall act by vote of its members as provided in these Articles or the By-Laws or through its Executive Committee by vote of its members as provided in these Articles or the By-Laws. Any act of the Board of Directors shall be an act of the COUNCIL. The Executive Committee shall have all the power of the Board of Directors however conferred, and may take any action which the Board of

Directors may take in the name of and on behalf of the Board of Directors, except as otherwise expressly provided herein or in the By-Laws.

B. BOARD OF DIRECTORS

Section 1. A Board of Directors is hereby created for purposes of conducting the activities of the COUNCIL, consisting of the following persons:

a. One (1) public official elected to the governing body of each Member county selected by such governing body.

b. One (1) elected public official of each municipal corporation located in each Member county, which municipal corporation has a population of 5,000 or more persons according to the most recently published federal census (or if more than five years has passed since the publication date of such federal census, any other census or population estimate or determination, whether federal or state, approved by the majority vote of the Members; whichever census is used being herein after referred to as the "Approved Census"), except that if, within the OKI Region, any County does not contain a municipal corporation with a population of 5,000 or more persons, then an elected public official of the largest municipal corporation within the OKI Region of such County shall be chosen. This person shall be selected by the governing body of the municipal corporation concerned.

c. (i) One (1) elected public official of each township located in each Member county located in Ohio, which township has a population of 40,000 or more persons according to the Approved Census, such person to selected by the governing body of the township concerned, plus

(ii) One (1) elected public official of a township located in each Member county located in Ohio, which township has a population of less than 40,000 persons according to the Approved Census, such elected public official to be selected by the Association(s) of Township Trustees and Clerks, or its equivalent, in those counties where such a body or bodies exists. If there is no selection by an appropriate Association of Township Trustees and Clerks or if more than one Association could select such an elected public official, the COUNCIL may elect such an elected public official, plus

(iii) One (1) elected public official of each Member county located in Indiana and Kentucky or of a municipal corporation within such Member County, such public official to be selected by the respective Member county.

d. One (1) person selected by each legally constituted county planning agency or commission of each Member county, and if the Member county is within an area in which a legally constituted area or regional planning agency has jurisdiction, then, in addition, one (1) person selected by such area or regional planning agency. If two or more Member counties are within the jurisdiction of the same area or regional planning agency, such agency shall be entitled to select only one person to be a Director pursuant to this subparagraph d.

e. One (1) person selected by each planning agency or commission of each municipal corporation located in each Member county, provided the population of said municipal corporation exceeds 40,000 according to the Approved Census.

f. Not more than twenty (20) residents of the OKI Region selected by the Board of Directors.

g. Not more than ten (10) other elected public officials of general purpose local government from counties, municipal corporations, townships, special districts or other political subdivisions within the OKI Region, or persons responsible to such officials, as the Board of Directors may select.

Section 2. The following shall be voting ex-officio Directors:

a. One (1) person selected by each of the Departments or Cabinets of Transportation of Ohio, Kentucky and Indiana.

b. One (1) person selected by each of the Boards of Directors of the Southwest Ohio Regional Transit Authority, the Transit Authority of Northern Kentucky and the Butler County Regional Transit Authority.

Section 3. The constituency of the elected public officials who are Directors shall include at least seventy-five percent (75%) of the aggregate population of the OKI Region and at least two-thirds (2/3rds) of the Directors shall be public officials who are elected by residents of the OKI Region. If at any time the Board of Directors does not meet these requirements, the COUNCIL shall take whatever action is necessary to provide for such representation (subject to applicable law), including without limitation, the removal of existing Directors.

Section 4. Except as otherwise specified herein, each Director shall serve for a term of one (1) year and/or until the successor of such Director is selected and qualified. The term of any Director shall terminate (a) upon the death, disability or resignation of such Director, (b) if and when the Director ceases to meet the applicable qualifications set forth in Sections 1 and 2 of this Article III, Paragraph B or (c) upon the removal of the Director pursuant to Article III, Paragraph B, Section 3 above.

Section 5. The Board of Directors shall make an annual report of the COUNCIL's activities to the Members of the COUNCIL.

C. EXECUTIVE COMMITTEE

Section 1. An Executive Committee is hereby created with full power to act for and on behalf of the Board of Directors, consisting of the following persons:

a. The President, First Vice-President, Second Vice-President and Treasurer of the Board of Directors.

b. Each Director selected pursuant to Article III, Paragraph B, Section 1.a., that is, an elected public official from each Member county.

c. Each Director selected pursuant to Article III, Paragraph B, Section l.b who was elected by a municipal corporation having a population in excess of 40,000 and each Director selected pursuant to Article III, Paragraph B, Section l.c.(i) who was elected by a township having a population in excess of 40,000.

d. Three (3) Directors (one from each state within the OKI Region), selected pursuant to Article III, Paragraph B, Section lb, each of whom was elected by a municipal corporation having a population less than 40,000. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.

e. Four (4) Directors selected pursuant to Article III, Paragraph B, Section l.c.(ii) or (iii). The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee; provided that if possible, the Board of Directors shall select at least one Director who represents a township in Ohio having a population of less than 40,000 pursuant to Article III, Paragraph B, Section 1.c.(ii).

f. Each Director selected by each legally constituted area or regional planning agency pursuant to Article III, Paragraph B, Section 1.d.

g. Two (2) Directors selected by the Board of Directors as residents of the OKI Region pursuant to Article III, Paragraph B, Section l.f. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.

h. Three (3) additional Directors selected by the Board of Directors.

One person can satisfy the requirements of more than one category specified in this Article III, Paragraph C, Sections l.a through 1.h.

Section 2. Those persons who are voting ex-officio Directors pursuant to Article III, Paragraph B, Section 2, shall also be voting ex-officio members of the Executive Committee.

Section 3. The constituency of the elected public officials who are members of the Executive Committee shall include at least seventy-five percent (75%) of the aggregate population of the OKI Region and at least two-thirds (2/3rds) of the members of the Executive Committee shall be public officials who are elected by residents of the OKI Region. If at any time membership of the Executive Committee does not meet these requirements, the COUNCIL shall take whatever action is necessary to provide for such representation, including without limitation, the removal of existing members of the Executive Committee and the replacements of such removed members with elected public officials.

Section 4. Each member of the Executive Committee may nominate one alternate to represent and to take the place of that member for all purposes including voting, at any meeting of the Executive Committee from which that member is absent. While not required, it is preferable if each alternate is a member of the Board of Directors elected or appointed to the Board pursuant to the same subsection of Section 1 or 2 of Article III.B. of these Articles as the member of the Executive Committee such alternate is representing. Alternates shall be elected by the Board of Directors from those persons so nominated. Any member of the Executive Committee may revoke the authority of the alternate for such member by serving appropriate written notice on the President of the COUNCIL, which shall be effective upon receipt.

Section 5. Except as otherwise specified herein, each member of the Executive Committee shall serve for a term of one (1) year and/or until the successor of such member is selected and qualified. The term of any member shall terminate (a) upon the death, disability or resignation of such member, (b) if and when the member ceases to meet the applicable qualifications set forth in Sections 1 and 2 of this Article III, Paragraph C or (c) upon the removal of the member pursuant to Article III, Paragraph C, Section 3 above.

Section 6. The President of the COUNCIL shall serve as the Chair of the Executive Committee. In the President's absence, the First Vice-President of the COUNCIL shall serve as such Chair. The Executive Director of the COUNCIL shall serve as the Secretary of the Executive Committee.

D. BUDGET COMMITTEE

The Budget Committee of the COUNCIL shall consist of one elected public official from the governing board of each of the Member counties, except that Kenton County may be represented on the Budget Committee by a representative of the Northern Kentucky Area Planning Commission. In addition, any officer of the COUNCIL who is not a member of Budget Committee as a result of the immediately preceding sentence shall be a voting ex-officio member of the Budget Committee.

E. PARTICIPANTS NOT TO BENEFIT

No person may be a member of the Board of Directors or Executive Committee of the COUNCIL if such person or the family, employees or agents of such person has any direct or indirect financial interest in any contract to which the COUNCIL is a party, and no part of the income of the COUNCIL shall be diverted in any manner, directly or indirectly, or otherwise inure to the benefit of any such person.

ARTICLE IV

BUDGET AND FINANCING

The COUNCIL shall be financed in the following manner:

Section 1. An annual budget for the COUNCIL shall be proposed by the Budget Committee and presented to the Executive Committee of the COUNCIL for review and adoption.

Section 2. The COUNCIL and the governing board of each of the Member counties shall contract periodically for the payment of annual dues by such Member counties to support the work of the COUNCIL. Such dues from the Member counties shall be on a "per capita basis" based on the population of the respective Member counties as reflected in the Approved Census, or on such other equitable basis as may be determined by the Budget Committee and approved the COUNCIL. In addition, the COUNCIL may from time to time contract for the payment of local funds and other support with, or accept funds, grants, gifts and services from, such other federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or with other public, private or civic sources, to provide such funds and support. The support from persons other than the Member counties may be on such basis as is approved by the Executive Director or the Executive Committee.

ARTICLE V

OFFICERS AND EXECUTIVE DIRECTOR

Section 1. The officers of the COUNCIL shall be a President, a First Vice-President, a Second Vice-President, a Secretary, a Treasurer and such other officers as the Directors shall deem advisable and appoint. The officers shall be chosen by the Directors and shall hold office for one (1) year and/or until their respective successors are elected and qualified. The officers shall perform the duties customarily performed by officers holding their respective positions and shall have such further duties as may be designated to them from time to time by the Board of Directors.

Section 2. The Executive Director shall be the Secretary of the Council. In addition, the Executive Director shall be the administrator of the COUNCIL responsible for carrying out the policies and programs of the COUNCIL in accordance with the Articles, By-Laws and policies of the Board of Directors and its Executive Committee, as well as applicable federal, state and local laws, rules and regulations. The Executive Director shall have the authority to employ, assign, supervise, and release all employees and staff of the COUNCIL within the framework and general limitations and policies established by the Board of Directors and its Executive Committee.

ARTICLE VI

WITHDRAWAL AND DISSOLUTION

Section 1. Any Member county of the COUNCIL may withdraw its membership upon written notice to the COUNCIL, which withdrawal shall be effective two (2) years after receipt of the notice by the COUNCIL.

Section 2. The COUNCIL shall exist for a term of five (5) years, which term shall automatically renew for further terms of five (5) years each, unless two-thirds (⅔) of the Member counties shall, by legislative action, elect that such term shall not be renewed and shall have furnished certified evidence of such action to the COUNCIL not less than one hundred eighty (180) days prior to the expiration of any such term.

Section 3. On dissolution after payment of all outstanding obligations and liabilities of the COUNCIL and the providing of sufficient funds to insure the completion of any project for which federal funds have been received, the COUNCIL's net assets of every nature and description which have been contributed by public bodies shall revert to the said public bodies in proportion to each body's contribution towards the said assets and any balance thereof shall be paid over and transferred to one or more corporations, trusts, community chests, funds or foundations organized and operated exclusively for educational, charitable, scientific or literary purposes, no substantial part of the activities of which is the carrying on of propaganda or otherwise attempting to influence legislation, no part of the activities of which shall be the participation in or intervention in any political campaign for any political office, directly or indirectly, and no part of the net earnings of which inures to the benefit of a private shareholder or individual.

ARTICLE VII

AMENDMENTS

These Articles may be amended or repealed or new Articles may be adopted by unanimous consent of the Members comprising the COUNCIL. Any such amendment shall be effective upon such adoption and the obtaining of any approval required by applicable statute to be obtained prior to such amendment being effective.

ARTICLE VIII

INDEMNIFICATION

Section 1. Subject to the provisions of Article VIII, Section 2 hereof, the COUNCIL shall indemnify each present and future Director, officer, employee or agent of the COUNCIL against any losses, liabilities, costs and expenses, including counsel fees, which may be imposed on or reasonably incurred by such person in connection with any claim, demand, action, suit or proceeding hereafter made, instituted or threatened in which such person may be involved by reason of such person being or having been a Director or officer or employee or agent of the COUNCIL, whether such person continues to be a Director or officer or employee or agent at the time of the imposition of such costs or incurring of such losses, liabilities or expenses or not, such losses, liabilities, costs and expenses to include without limitation the cost of such Director or officer or employee or agent of reasonable settlements, other than amounts paid to the COUNCIL itself.

Section 2. Notwithstanding anything else set forth in these Articles, the COUNCIL shall not indemnify any Director or officer or employee or agent with respect to matters as to which such person shall be finally adjudged in any such action, suit or proceeding to be liable by reason of negligence, misconduct or dereliction in the performance of such person's duties as such Director or officer or employee or agent. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the COUNCIL is advised by its counsel that the person to be indemnified did not commit a breach of duty involving negligence, misconduct or dereliction of duty.

Section 3. The foregoing rights of indemnification shall not be exclusive of other rights to which any Director or officer or employee or agent may be entitled as a matter of law, and shall inure to the benefit of the heirs, executors and administrators of any such Director or officer or employee or agent.

ARTICLE IX

EFFECTIVE DATE

These Amended and Restated Articles of Agreement shall become effective as of the date, and only as of the date, on which [1] the governing body of each of the Current Members has adopted a resolution authorizing the amendment of the Amended Articles and the execution of these Amended and Restated Articles of Agreement, [2] the governing body of each of the Current Members has executed these Amended and Restated Articles of Agreement and [3] these Amended and Restated Articles of Agreement have been reviewed by the Attorney General of Kentucky and the Attorney General of Indiana and, if required, signed by them signifying such action, if any, required by applicable statute.

ARTICLE X

Additional members may be admitted to the COUNCIL with the approval of the Board of Directors by adopting and becoming a party of these Articles, and by fulfilling such requirements as may imposed by the Board of Directors as conditions to membership. Such conditions may include, without limitation, payment, or execution of agreements satisfactory to the COUNCIL to pay, such sums, charges, costs and expenses as the Board of Directors may specify (which may, for example, include costs and expenses to the COUNCIL of updating the records and data bases of the COUNCIL to incorporate appropriate information regarding the new members).

[end of page]

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved as to form and legality.

Jason Thompson

Name: Jason Thompson

for Attorney General of the State of Indiana

Date: effective 12-15-06

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved as to form and legality.

Gregory D. Stumbo

Name: GREGORY D. STUMBO

Attorney General of the Commonwealth of Kentucky

Date: 1-13-06

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved.

Indiana Department of Transportation

By: Mark H Ahearn
Name: Mark H Ahearn
Deputy Commissioner, Chief Counsel
Date: October 24, 2006
Reviewed and approved. DCM

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Government are approved this 6th day of July, 2006.

Commissioner Fox Aye ✓ Nay ____

Commissioner Furman Aye ✓ Nay ____

Commissioner Jolivette Aye ✓ Nay ____

BUTLER COUNTY (OHIO) BOARD OF COMMISSIONERS

By: [signature]

Name: GREGORY V. JOLIVETTE

Title: PRESIDENT

Date: 7/6/06

ATTEST:

By: [signature]

Name: Michael F. Juengling

Title: Director of Development

Date: 7/6/06

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 19th day of July, 2006.

Commissioner Walker Aye X Nay____

Commissioner Proud Aye X Nay____

Commissioner Croswell Aye____ Nay____ Absent X

CLERMONTCOUNTY (OHIO) BOARD OF COMMISSIONERS

By: Mary C. Walker

Name: **MARY C. WALKER**

Title: **PRESIDENT**

Date: July 19, 2006

ATTEST:

By: Judith Kocica

Name: Judith Kocica

Title: Clerk of the Board

Date: July 19, 2006

On motion of Mr. Heimlich, seconded by Mr. DeWine

1 The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 15th day of March.

Commissioner DeWine Aye X Nay

Commissioner Heimlich Aye X Nay

Commissioner Portune Aye X Nay

HAMILTONCOUNTY (OHIO) BOARD OF COMMISSIONERS

By: [signature]

Name: PHIL HEIMLICH

Title: PRESIDENT

Date: March 15, 2006

ATTEST:

By: Jacqueline Panioto

Name: Jacqueline Panioto

Title: Clerk of the Board

Date: March 15, 2006

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 23rd day of March 2006.

Commissioner Young Aye____ Nay____ Absent ✓

Commissioner Kilburn Aye ✓ Nay____

Commissioner South Aye ✓ Nay____

WARREN COUNTY (OHIO) BOARD OF COUNTY COMMISSIONERS

By: ______________________

Name: C. MICHAEL KILBURN

Title: PRESIDENT

Date: 3/23/03.

By: Pat South

ATTEST:

By: Tina Davis, Clerk

Name: Tina Davis

Title: Clerk

Date: March 23, 2006

2006 JUL 25 PM 1:41

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 14th day of March, 2006.

BOONE COUNTY (KENTUCKY) FISCAL COURT

By: Gary W. Moore

Name: GARY W. MOORE

Tile: JUDGE/EXECUTIVE

Date: 6-28-06

ATTEST:

By: [signature]

Name: Louis Kelly

Title: Fiscal Court Clerk

Date: 6-28-06

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Government are approved this 11th day of April, 2006.

KENTON COUNTY (KENTUCKY) FISCAL COURT

By: R. Scott Kimmich

Name: R. Scott Kimmich

Title: Deputy Judge, Kenton County Fiscal Court

Date: April 11, 2006

ATTEST:

By: Sarah C. Johnston

Name: Sarah C. Johnston

Title: Kenton County Fiscal Court Clerk

Date: April 11, 2006

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 29th day of MARCH, 2006.

CAMBELL COUNTY (KENTUCKY) FISCAL COURT

By: Steve Pendery

Name: STEVE PENDERY

Title: JUDGE/EXECUTIVE

Date: MARCH 29, 2006

ATTEST:

By: Sandra L. Mulligan

Name: SANDRA L. MULLIGAN

Title: FISCAL COURT CLERK

Date: MARCH 29, 2006

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 21st day of March 06

Commissioner ____ Aye ✓ Nay____

Commissioner Richard T. Fox Aye ✓ Nay____

Commissioner Jeff L. Hughes Aye ✓ Nay____

DEARBORN COUNTY (INDIANA) BOARD OF COMMISSIONERS

By: Vera Benning

Name: VERA BENNING

Title: PRESIDENT

Date: 3-21-06

ATTEST:

By: Cary B Pickett

Name: Cary B Pickett

Title: Auditor Dearborn Co

Date: March 21, 2006

Adopted 11-9-06
Effective 12-15-06

BY-LAWS
OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

Article I. Board of Directors

Section 1. General

a) Authority: The authority of the Board of Directors shall be as set forth in the Articles of Agreement establishing the Council in effect from time to time (the "Articles of Agreement).

b) Composition: The composition of the Board of Directors shall be as set forth in the Articles of Agreement. In selecting Board members designated under Article III B, Section 1.f. or 1.g. of the Articles of Agreement, a nomination of a township trustee will be requested from the Dearborn County Township Association. The person so nominated will be considered by the Board of Directors for a position on the Board within one of such categories.

Section 2. Meetings.

a) Place of Meetings. The Board of Directors may hold meetings at any location within or without the OKI Region.

b) Annual Meeting. The annual meeting of the Board of Directors shall be held on the fourth Thursday of April or such other date determined by action of the Board of Directors.

c) Meeting to Appoint and Elect Directors. The Board of Directors shall reconstitute itself in accordance with the Articles of Agreement and these By-Laws at its regular January meeting or at such other meeting as may be determined by action of the Board of Directors.

d) Regular Meeting. The Board of Directors shall hold a regular meeting on the second Thursday of January, July and October unless waived by the order of the President or either Vice President or unless another date is established by action of the Board of Directors.

e) Special Meetings. Special meetings shall be held upon the call of the President, either Vice President or any eight (8) Directors.

f) Quorum. The presence in person of twenty percent (20%) of the membership of the Board of Directors shall constitute a quorum. The Directors present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

g) Voting. Each Director, including voting ex-officio Directors, shall be entitled to one vote. The Board of Directors shall act by majority vote of those present at any duly called meeting at which a quorum was present.

h) Notice.

(1) To Directors. Prior notice of every meeting of the Board of Directors stating the time and place, and the purpose thereof shall be given by personal delivery or by mail or, to the extent requested by members of the Board of Directors, by electronic mail transmission not less than two (2) days before the date of the meeting; provided that notice of any meeting may be waived in writing by any Director before or after such meeting. Attendance by a Director at a meeting shall constitute a waiver of notice of the meeting.

(2) To Others. A schedule of all regularly scheduled meetings of the Board of Directors shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Board of Directors, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's Newsletter giving substantially the same information shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons who have requested such information. At its election, the Executive Committee may require as a condition to such mailing or electronic mail transmission the payment by such persons on an annual basis of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

Section 3. Vacancies. Any vacancy in the Board of Directors may be filled for the unexpired term by the Executive Committee. The person filling the vacancy shall meet the applicable requirements imposed by Article III, Paragraph B of the Articles of Agreement.

Article II. Executive Committee

Section 1. Composition and Authority. The composition and authority of the Executive Committee shall be as set forth in the Articles of Agreement.

Section 2. Meetings.

a) Place of Meetings. The Executive Committee may hold meetings at any location within or without the OKI Region.

b) Regular Meetings. The Executive Committee shall hold a regular meeting on the second Thursday of January, February, March, April, May, June, July, August, September, October, November, and December unless waived by the order of the President or either Vice President.

c) Special Meetings. Special meetings shall be held upon the call of the President, any Vice-President, or any 5 members of the Executive Committee.

d) Quorum. The presence in persons of one-half (½) of the members of the Executive Committee or their alternates duly selected as set forth in the Articles of Agreement (the "alternates") shall constitute a quorum. The members or alternates present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members or alternates to leave less than a quorum.

e) Voting. Each member, including voting ex-officio members, shall be entitled to one vote. The Executive Committee shall act by majority vote of those present at any duly called meeting at which a quorum was present.

f) Notice.

(1) To Members. There shall be no required notice for regular meetings of the Executive Committee, but for special meetings notice stating the time, place and purpose thereof, shall be given by personal delivery or by mail or, to the extent requested by members of the Executive Committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

(2) To Others. A schedule of all regularly scheduled meetings of the Executive Committee shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Executive Committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be

received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's newsletter giving substantially the same information shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons requesting such information. At its election, the Executive Committee may require as a condition to such mailing or electronic mail transmission the payment of such persons on an annual basis, of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

g) Reconsideration of Previous Action. Any issues brought up at a previous meeting of the OKI Executive Committee and acted upon will not be reconsidered at a subsequent meeting without prior written notice to Executive Committee members.

Section 3. Vacancies. Any vacancy in the Executive Committee shall be filled for the unexpired term by the Executive Committee. The person filling the vacancy shall meet the applicable requirements imposed by Article III, Paragraph C of the Articles of Agreement. Vacancies in alternates shall be filled by the Executive Committee from those qualified persons nominated by the member who is without an alternate.

Article III. Budget Committee

Section 1. Composition and Authority. The composition and authority of the Budget Committee shall be as set forth in the Articles of Agreement.

Section 2. Meetings.

a) Place of Meetings. The Budget Committee may hold meetings at any location within or without the OKI Region.

b) Regular Meetings. The Budget Committee shall hold a regular meeting on the second Thursday of January, February, March, April, May, June, July, August, September, October, November, and December unless waived by the order of the President or either Vice President.

c) Special Meetings. Special meetings shall be held upon the call of the President, either Vice-President, or any 3 members of the Budget Committee.

d) Quorum. The presence in persons of one-half (½) of the members of the Budget Committee or their alternates duly selected as set forth in the Articles of Agreement (the "alternates") shall constitute a quorum. The members or alternates present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members or alternates to leave less than a quorum.

e) Voting. Each member, including voting ex-officio members, shall be entitled to one vote. The Budget Committee shall act by majority vote of those present at any duly called meeting at which a quorum was present.

f) Notice.

(1) To Members. There shall be no required notice for regular meetings of the Budget Committee, but for special meetings notice stating the time, place and purpose thereof, shall be given by personal delivery or by mail or, to the extent requested by members of the Budget Committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

(2) To Others. A schedule of all regularly scheduled meetings of the Budget Committee shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Budget Committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's newsletter giving substantially the same information shall be shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons requesting such information. At its election, the Budget Committee may require as a condition to such mailing or electronic mail transmission the payment of such persons on an annual basis, of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

Section 3. Vacancies. Any vacancy in the Budget Committee shall be filled for the unexpired term by the President. The person filling the vacancy shall meet the applicable requirements imposed by Article III, Paragraph D of the Articles of Agreement. Vacancies in alternates shall be filled by the President from those qualified persons nominated by the member who is without an alternate.

Article IV. Other Committees

Section 1. Formation and Authority. The Board of Directors and/or the Executive Committee may create such other committees as they shall deem appropriate, necessary, or convenient and may delegate to such committees any of their powers, except the power to fill vacancies or alter the By-Laws. Such committees shall be subject to the control and direction of the Executive Committee and Board of Directors. The majority of the members of any such committee shall constitute a quorum unless other provisions for a quorum are provided for in the By-Laws and/or Constitution of said committee which have previously been approved by the Executive Committee. The act of the majority of the members of the committee present at the meeting at which a quorum is present shall be the act of the committee. The members present at a duly organized meeting may continue to do business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2. Notice.

(a) To Members. Meetings of any committee formed pursuant to Section 1 of this Article shall be held at such times and upon such notice to the members of the committee as may be agreed upon by the members of any such committee. A schedule of all regularly scheduled meetings of such committee shall be given by personal delivery or by mail or, to the extent requested by members of such committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

(b) To Others. A schedule of all regularly scheduled meetings of any committee formed pursuant to Section 1 of this Article shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of any such committee, notice shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of such committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's newsletter giving substantially the same information shall be shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons requesting such information. At its election, such committee may require as a condition to such mailing or electronic mail transmission the payment of such persons on an annual basis, of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

Article V. Personnel

Section 1. Officers. The Officers of the Council shall be those named or appointed as provided in the Articles of Agreement. Any person may hold more than one office. The President, First Vice-President and Second Vice-President shall be Directors. No other officer need be a Director.

Section 2. Executive Director. The Executive Director shall be the chief administrator of the Council and shall be selected by the Board of Directors or by the Executive Committee, and shall have such authority as set forth in Articles of Agreement.

Section 3. Chief Fiscal Officer. The Executive Director shall designate one of the employees of the Council to serve as Chief Fiscal Officer of the Council who shall supervise the receipt, deposit, investment, and disbursement of the funds of the council in a manner authorized by the Executive Committee. The Chief Fiscal Office shall furnish, when requested, to the Board of Directors, the Executive Committee, the Budget Committee and such other committees as the Executive Committee shall designate, statements and reports relating to the financial affairs of the Council.

Article VI. Amendments

The power to alter, amend, or repeal the By-Laws or to adopt new By-Laws is vested in the Executive Committee, which may alter, amend, or repeal the By-Laws or to adopt new By-Laws by the affirmative action of at least one-half of its members. The By-Laws may contain any provision for the regulation and management of the affairs of the Council which is not in conflict with any express provision of the Articles of Agreement.

Article VII. Seal

The Executive Committee shall have the power to adopt an official seal of the Council, containing such words as deemed appropriate. Failure to affix any seal shall not affect the validity of any instrument duly executed on behalf of the Council by its officers.

Article VIII. Consultants, Supplies and Facilities

The Executive Director may contract for the service of such consultants and experts and may purchase or lease or otherwise provide for such supplies, materials, equipment, and facilities he deems necessary and appropriate in the following manner and under the following procedures:

Section 1. Consultants

a) The Executive Director will solicit proposals from three or more consultants when seeking assistance in the fields of professional planning, engineering, or similar services. Except as otherwise required by applicable law or the Executive Director, such proposals must contain the price, scope of work, and qualifications of the submitting firm.

b) Selection of a consultant will be based on an evaluation of the proposals submitted in their entirety, and not necessarily on cost alone.

c) Solicitation of price proposals is not required for such professional services when the total cost involved does not exceed $30,000.00.

Section 2. Experts

a) The Executive Director may engage experts in the fields of accounting, management, computer, law, and other fields to assist in carrying out the purposes and programs of the Council.

b) The Executive Director shall report the engagement of any such expert to the Executive Committee upon such engagement and annually thereafter.

c) When the services of an expert exceed $30,000.00, the Executive Director will obtain Executive Committee approval prior to the engagement of the services of the expert as set forth in Section 4.

Section 3. Supplies, Materials, Equipment and Facilities. The purchase or lease of supplies or facilities shall be on the basis of sealed competitive bids where the sum involved exceeds $30,000.00 except under the following circumstances:

a) Where there is only one source of supplies, materials, equipment or facilities within constraints of time and ability to perform the work satisfactorily.

b) Where the supplies, materials, equipment or facilities are of such a nature that a manufacturer's proprietary interest is involved and no acceptable substitute is available.

c) When, in the opinion of staff, it is in the best interest of the Council to negotiate the procurement of such supplies, services, materials, equipment or facilities, the method of procurement will be by competitive negotiation. When such procurement exceeds $30,000.00 the procurement will require approval as set forth in Section 4.

In any of the above enumerated cases, supplies, materials, equipment or facilities may be purchased or leased without obtaining sealed competitive bids.

Section 4. Prior Approval. Any contract, purchase order, or other single instrument which obligates the Council in excess of $30,000.00 shall have the prior approval of the Executive Committee before execution by the Executive Director.

Article IX. Employee Retirement Plan - Social Security

The Executive Committee is hereby authorized to establish a retirement plan for employees which plan shall be in writing and be qualified under Section 401 of the Internal Revenue Code of 1954. Any such retirement plan shall provide for contributions by the Council and may condition participation by an employee of his/her contributing to the plan. The Executive Committee shall establish a trust for the funding of any such retirement plan and shall appoint a private banking institution or any other organization qualified by the Internal Revenue Service to serve as a Director or custodian of a Section 401 plan to serve as Director or custodian of such retirement plan.

Administration of any such retirement plan shall be vested in a Retirement Plan Administrative Committee. This committee shall consist of the President, Treasurer, Executive Director, and Fiscal Officer of the Council and two full-time employees of the Council. The employee committee members shall be elected by secret ballot of all retirement plan participants and shall serve for a term of one year. The Executive Director shall designate the time of and conduct the election of employee committee members.

Subject to the approval of the Secretary of Health and Human Services (formerly Secretary of Health, Education and Welfare), the Executive Committee is authorized to cause the Council to enter into an agreement with the Secretary providing for coverage of the Council's employees under the Social Security system. This coverage shall supplement any retirement plan adopted pursuant to the foregoing paragraphs.

Originals on file at the OKI offices

Amended: 01/24/74
Amended: 11/14/74
Amended: 01/09/75
Amended: 01/08/76
Amended: 07/13/78
Amended: 01/14/82
Amended: 12/08/83
Amended: 10/11/90
Amended: 03/12/92
Amended: 08/13/92
Amended: 02/11/93
Amended: 12/08/94
Amended: 09/10/98
Amended: 11/9/06 – effective 12-15-06

INTERMODAL COORDINATING COMMITTEE

BY-LAWS

FUNCTIONS, DUTIES, AND RESPONSIBILITES FOR THE INTERMODAL COORDINATING COMMITTEE OF THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS (HEREIN REFERRED TO AS "THE COUNCIL")

ARTICLE I – AUTHORITY AND PURPOSE

Section 1 <u>Authority</u>

Article III C, of the Articles of Incorporation of the Council, establishes an Executive Committee.

Article III of the Council By-Laws specifically grants the Board of Directors and/or the Executive Committee to establish such other committees which they deem appropriate, necessary or convenient and may delegate to such committees any of their powers except to fill vacancies or alter By-Laws."

Section 2 <u>Name of Committee</u>

The name of this committee shall be the Intermodal Coordinating Committee of the Ohio-Kentucky-Indiana Regional Council of Governments (Herein referred to as the "ICC").

Section 3 <u>Purpose</u>

The purpose of the ICC is to provide technical advice and assistance to the Technical Studies Director and staff in such areas as, but not limited to, regional planning, land use, transportation, air quality, traffic engineering, open space, and any special purpose projects, as well as preparing recommendations to the Executive Committee and Board of Directors of the Council in these areas.

Section 4 <u>Function</u>

The ICC is to guide the technical aspects of the council through the Executive Committee and Board of Directors.

Section 5 <u>Membership</u>

All members of the ICC will be selected yearly based on recommendations from the ICC, prior to the June ICC meeting, by the president of the council. The ICC is an advisory committee, and as such, members are not required to be a member of the Board of Directors of the Council.

Participating agencies shall be entitled to representation as outlined in Article III. The President of the Council may appoint such other members whose broad technical knowledge and experience in transportation planning, regional planning, and/or related fields, should be made available. The ICC itself may recommend additional members to the president of the Council. It is the responsibility of the participating agency to notify the president of the council if any change in agency representation is recommended and to nominate representatives to be selected by the president of the council.

Section 6 Duties and Responsibilities

1. Provide general technical advice for the Executive Committee and Board of Directors as required.
2. Review and comment on technical issues associated with the various studies and recommended plans before submission to the Executive Committee or Board of Directors.
3. Advise and assist the Technical Studies Director and staff in obtaining data required for continuing transportation planning commensurate with the Unified Planning Work Program, and other agreements for all areas of planning.

Section 7 Voting

Members duly selected by the President of the Council under Article I, Section 5 and of good standing shall be the only members to vote on issues brought before the ICC. Pre-approved designated alternates may vote in the absence of the member.

In months when the ICC does not meet, the Chair may request an electronic vote on TIP administrative modifications. Administrative modifications are approved by the ICC and do not require approval by the OKI Executive Committee/Board of Directors. ICC members in good standing will be notified by e-mail at least one week prior to the vote when electronic votes are requested. A simple majority of at least as many required for a quorum for normal monthly meetings (see Article V, Section 3) will be required for passage.

Section 8 Member of Good Standing

A member will be considered of "good standing" if attending regular meetings at least once per calendar quarter.

Section 9 Alternates

Each member may designate one alternate to represent them. Alternates may only represent the member for which they are designated.

ARTICLE II – ORGANIZATION

Section 1 Officers

The officers shall consist of Chair, First Vice-Chair, Second Vice-Chair and Secretary.

Section 2 Election of Officers

Officers shall be elected annually by the membership of the ICC at the June meeting. Vacancies in offices shall be filled for the un-expired term in the same manner.

Section 3 Terms of Office

Elected Officers shall be elected for a one (1) year term to begin July 1st of each year, and end June 30th the following year. No officer shall serve more than two (2) consecutive terms in any one office.

Section 4 Duties of Officers

1. Chair – to preside at all meetings of the ICC and to call special meetings as needed. The Chair shall represent the ICC at Executive Committee and Board of Directors meetings.
2. First Vice-Chair – To perform the duties of the Chair in his/her absence.
3. In the absence of the Chair and First Vice-Chair, the Second Vice-Chair shall act as Chair.
4. Secretary – To record the minutes and attendance, prepare required reports; notify members of meetings, and such other duties as required or directed by the committee. Notice of meetings shall be mailed at least one week in advance of meeting date. (The Secretary will be appointed from the Council Staff by the Executive Director of the Council and shall be a non-voting member).

Section 5 Parliamentary Authority

The Rules contained in the current edition of Roberts Rules of Order shall govern the ICC in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the ICC may adopt.

ARTICLE III – MEMBERSHIP

Section 1 Membership

Membership in the ICC shall be comprised of representatives from the qualifying agencies. Nominations will be accepted for members and one alternate from the following:

Membership Designation	Number of Members
At-large	5
Aviation (1 each, Cincinnati, Butler, NKY)	3
Bike/Pedestrian	1
Chamber of Commerce	1
Cities over 100K population (3 each)	3
OH Cities over 40K population (2 each)	6
KY Cities over 40K population (2 each)	2
County Engineer/Road Mgr. (1 ea. County)	8
County Planning (1 ea. County + NKADD)	9
DOT (ODOT-2, KYTC-2 INDOT-1)	5
EJ Representative	1
Environmental	3
FHWA (1 each state)	3
Freight	1
IN City under 40K population	1
KY City under 40K population	3

OH City Under 40K population	6
Port Authority	1
TID (1 each Ohio County)	4
Townships over 40K population (1 each)	7
Transit (1 each system)	6
Grand Total	79

ARTICLE IV – SPECIAL COMMITTEES/SUBCOMMITTEES

Section 1 Special committee/subcommittee formation

Special committees or subcommittees shall be formed when necessary to provide supplemental technical personnel and advice on various phases of the planning process.

Section 2 Special committee/subcommittee members and chairperson

Chair and members of special committees/subcommittees shall be appointed by the Chair of the ICC.

ARTICLE V – MEETINGS

Section 1 ICC Meetings

The ICC shall hold regular meetings on Tuesday preceding the second Thursday of each month at 9:30 a.m. in the OKI Board Room or at such other time as agreed upon. Notice of a change in meeting shall be mailed or emailed to ICC members at least one week in advance of the meeting date.

Section 2 Special Committee/Subcommittee Meetings

Special committees/subcommittees shall meet as determined by the chairperson of said committee.

Section 3 Quorum

Fifteen (15) members of the ICC shall constitute a quorum for a regular meeting. Fifteen (15) or one-third of the membership of special committees/subcommittees whichever is lower, shall constitute a quorum for a special meeting. The act of the majority of the members of the ICC present at the meeting at which a quorum is present shall be the act of the ICC.

ARTICLE VI – AMENDMENT OF ARTICLE

Section 1 How Amended

These articles may be amended by a majority vote of the Executive Committee/Board of Directors approving the recommendation of the ICC.

Approved: 09/11/03
Updated: 12/2006
Amended: 05/08/2008

Amended:	06/10/2010
Amended:	03/10/2011
Updated:	01/31/2013
Amended:	10/10/2013
Amended:	06/09/2022

Community Advisory Committee

Responsibilities

OKI seeks public participation as a means of developing effective solutions that can be implemented to address regional issues and needs. To develop solutions that account for the region's diversity, OKI seeks participation from a broad expanse of its geographic region, as well as the many sectors of its population. Our Participation Plan is designed to achieve these objectives and to comply with Title VI, ensuring federal funds are used fairly and without discrimination.

OKI seeks to reach all people and populations, with attention to ensure the elderly, low income, disabled, and zero car populations are reached and represented.

Community Advisory Committee's role for OKI

Committee members review, score and rank every application requesting funding. This is to evaluate the overall net benefit of all programs, policies, and activities on populations and communities in OKI's eight-county region.

The Committee helps ensure participation from and to address the needs of populations and communities in the region.

As OKI identifies the need for public involvement or education in various populations and communities, the Committee will advise on audiences to be reached and methods to reach them.

The Committee will assist in coordination with communities or organizations to reach select populations.

If public involvement is needed from select populations for a localized community or population, like a corridor study, the Committee will assist in developing collaborations with public and private organizations that represent or serve these select populations.

To complete these tasks, the Community Advisory Committee will:

1. Meet on an as needed basis
2. Be asked for comment individually or as a group on the Long Range Transportation Plan and Transportation Improvement Program
3. Be available to give advice and consultation on Corridor plans or findings, special reports or findings, mitigation reports or findings
4. Work with the OKI Tristate Transportation Equitable Opportunity Team (TTEOT), as desired or needed
5. Review various MPO tools and maps to ensure select populations and communities are properly identified

-END

AGREEMENTS

The following pages contain copies of these formal planning agreements (completed or in process):

- Federal Certification Review
- Ohio Department of Transportation
- Kentucky Transportation Cabinet
- Indiana Department of Transportation
- Conformity SIP Memorandum of Agreement
- Southwest Ohio Regional Transit Authority (SORTA)
- City of Cincinnati Streetcar
- Butler County Regional Transit Authority
- Clermont County Board of Commissioners/Clermont Transportation Connection
- Middletown Transit Service
- Warren County Transit
- Transit Authority of Northern Kentucky (TANK)

U.S. Department of Transportation
Federal Highway Administration
Federal Transit Administration

U.S. Department of Transportation

Transportation Management Area Planning Certification Review

Federal Highway Administration

Federal Transit Administration

OKI Regional Council of Governments Transportation Management Area

April 22, 2025

Summary Report

Table of Contents

1.0 EXECUTIVE SUMMARY

On October 29, 2024, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) conducted the certification review of the transportation planning process for the OKI urbanized area. FHWA and FTA are required to jointly review and evaluate the transportation planning process for each urbanized area over 200,000 in population at least every four years to determine if the process meets the Federal planning requirements.

1.1 Previous Findings and Disposition

A prior Federal Review Team conducted a Certification Review of the Cincinnati (OKI) urbanized area in 2021. Previous Certification Review findings and their disposition are provided in Appendix B and summarized as follows.

OKI received ten (10) Commendations to highlight noteworthy practices that the OKI MPO is doing well in the transportation planning process in the following review areas: Two (2) for Transportation Improvement Plan (TIP); Two (2) for Intelligent Transportation Systems (ITS); Three (3) for Freight Planning; One (1) for Travel Demand Forecasting; One (1) for Security and Resiliency; and one (1) for Public Involvement.

Finding	Action	Corrective Actions/ Recommendations	Disposition
Transit Planning: The Review Team finds that transit is integrated into OKI's transportation planning process. During the Certification Review, it was noted by FTA and one of the transit providers that Clermont County has demonstrated repeatedly that it struggles to utilize its allocated formula funding before the funds are set to lapse. This has presented situations where FTA funds have been awarded to other transit operators so that federal funding is utilized. It highlights the issue that funding allocations do not reflect current need by all operators. Also, several operators have a secondary agreement to re-allocate money back to SORTA after the MPO sends an allocation letter to FTA identifying the amounts each agency is to receive for the fiscal year. OKI confirmed that they do not receive notification of the re-allocation of dollars. FTA has made it known that the MPO should provide an allocation letter that accurately reflects what each agency will truly have available for FTA award and what will be supported by the TIP. FTA also noted that there have been situations where funds allocated by OKI and ODOT and awarded in FTA grants have not been fully utilized for the purposes of the award.	Recommendation	It is recommended that OKI work with FTA, ODOT and the transit operators to identify a process to ensure that all parties: 1) have an accurate accounting of available and lapsing transit funding at the beginning of each federal fiscal year; and 2) document the completion status of projects awarded with federal funds from both FTA and FHWA on an annual basis. Having a current snapshot in these areas should influence how formula funds are allocated to better reflect the near-term capital and operating needs of transit operators and impact "history of performance" considerations in the OKI project selection process with respect to funds that are transferred from FHWA to FTA. Consideration should be given to incorporate this process into the one used to gather information for the annual listing of obligated projects.	Progress since the last Federal Certification Review in 2021. A new recommendation (Recommendation 2 - Transit - Reduce Lapsed Fund Risk) in this review cycle has been issued to assist support continued progress.

Agreements: After becoming a Direct Recipient, the City of Cincinnati is now eligible to receive a portion of the Section 5307 formula funding allocated to the UZA. At the time of the Certification Review, the City of Cincinnati had not been incorporated into the City's planning process or documents as a transit operator. As of this writing, the OKI had communicated with the City for the purposes of signing a planning agreement. Going forward, it will become imperative for the City to work closely with OKI to demonstrate that the City has financial capacity, specifically, local funding to maintain and operate the Streetcar and match any potential federal funding that may be programmed in the TIP and MTP.	Recommendation	It is recommended that OKI update its planning agreement(s) with Ohio public transportation agencies to include the City of Cincinnati as a public transportation operator.	Completed

1.2 Summary of Current Findings

The current review found that the metropolitan transportation planning process conducted in the Cincinnati (OKI) urbanized area **MEETS** with Federal planning requirements.

As a result of this review, FHWA and FTA are certifying the transportation planning process conducted by Ohio Department of Transportation (ODOT), Kentucky Transportation Cabinet (KYTC), Indiana Department of Transportation (INDOT), OKI Metropolitan Planning Organization (MPO) and the regional transit authorities subject to addressing review findings. There are recommendations in this report that warrant close attention and follow-up, as well as areas that MPO is performing very well in that are to be commended.

Review Area	Finding	Action	Corrective Actions/ Recommendations/ Commendations	Resolution Due Date
Metropolitan Planning Area Boundaries 23 U.S.C. 134(e) 23 CFR 450.312(a)	The MPO meets federal requirements.	N/A	N/A	N/A
MPO Structure and Agreements 23 U.S.C. 134(d) 23 CFR 450.314(a)	The MPO meets federal requirements.	N/A	N/A	N/A
Unified Planning Work Program 23 CFR 450.308	The MPO meets federal requirements.	N/A	N/A	N/A
Metropolitan Transportation Plan 23 U.S.C. 134(c),(h)&(i) 23 CFR 450.324	The MPO meets federal requirements.	N/A	N/A	N/A

Transit Planning 49 U.S.C. 5303 23 U.S.C. 134 23 CFR 450.314	The MPO meets federal requirements.	Commendation #6: Regional Transit Collaborative. Recommendation #2: Reduce Lapsed Fund Risk Recommendation #3: Link Transportation Planning to Transportation Programming Recommendation #4: Share Transit Performance Information.	Commendation #6 Recommendation #2, #3, #4	Recommendation #2: Federal FY2026 or before. Recommendation #3: Next TIP update. Recommendation #4: Federal FY2025.
Transportation Improvement Program & Self-Certification 23 U.S.C. 134(c)(h)& (j) 23 CFR 450.326	The MPO meets federal requirements.	N/A	N/A	N/A
Public Participation 23 U.S.C. 134(i)(6) 23 CFR 450.316 & 450.326(b)	The MPO meets federal requirements.	Commendation #3: Website Improvements. Commendation #4: GIS Upgrades Recommendation #1: Implement Virtual Meeting Options.	Commendation #3, #4 Recommendation #1	Recommendation #1: FY2026.
Civil Rights Title VI Civil Rights Act, 23 U.S.C. 324, Age Discrimination Act, Sec. 504 Rehabilitation Act, Americans with Disabilities Act	The MPO meets federal requirements.	N/A	N/A	N/A
Consultation and Coordination 23 U.S.C. 134(g) & (i) 23 CFR 450.316, 23 CFR 450.324(g)	The MPO meets federal requirements.	N/A	N/A	N/A
Freight 23 U.S.C. 134(h) 23 CFR 450.306	The MPO meets federal requirements.	Commendation #5: Freight Planning.	Commendation #5	N/A

Transportation Safety 23 U.S.C. 134(h)(1)(B) 23 CFR 450.306(a)(2) 23 CFR 450.306(d) 23 CFR 450.324(h)	The MPO meets federal requirements.	N/A	N/A	N/A
Integration of Land Use and Transportation 23 U.S.C. 134(g)(3) 23 U.S.C. 134 (h)(1)(E) 23 CFR 450.306(a)(5)	The MPO meets federal requirements.	Commendation #1: Housing Technology in Transportation Planning.	Commendation #1	N/A
Air Quality Clean Air Act 42 U.S.C. 7401 40 CFR Part 93 23 CFR 450.324(m)	The MPO meets federal requirements.	N/A	N/A	N/A
Congestion Management Process / Management and Operations 23 U.S.C. 134(k)(3) 23 CFR 450.322	The MPO meets federal requirements.	Commendation #2: CMP & ITS	Commendation #2	N/A

Details of the certification findings for each of the above items are contained in this report.

2.0 INTRODUCTION

2.1 Background

Pursuant to 23 U.S.C. 134(k) and 49 U.S.C. 5303(k), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) must jointly certify the metropolitan transportation planning process in Transportation Management Areas (TMAs) at least every four years. A TMA is an urbanized area, as defined by the U.S. Census Bureau, with a population of over 200,000. After the 2010 Census, the Secretary of Transportation designated 183 TMAs – 179 urbanized areas over 200,000 in population plus four urbanized areas that received special designation. In general, the reviews consist of three primary activities: a site visit, a review of planning products (in advance of and during the site visit), and preparation of a Certification Review Report that summarizes the review and offers findings. The reviews focus on compliance with Federal regulations, challenges, successes, and experiences of the cooperative relationship between the MPO(s), the State DOT(s), and public transportation operator(s) in the conduct of the metropolitan transportation planning process. Joint FTA/FHWA Certification Review guidelines provide agency field reviewers with latitude and flexibility to tailor the review to reflect regional issues and needs. As a consequence, the scope and depth of the Certification Review reports will vary significantly.

The Certification Review process is only one of several methods used to assess the quality of a regional metropolitan transportation planning process, compliance with applicable statutes and regulations, and the level and type of technical assistance needed to enhance the effectiveness of the planning process. Other activities provide opportunities for this type of review and comment, including Unified Planning Work Program (UPWP) approval, the MTP, metropolitan and statewide Transportation Improvement Program (TIP) findings, air-quality (AQ) conformity determinations (in nonattainment and maintenance areas), as well as a range of other formal and less formal contact provide both FHWA/FTA an opportunity to comment on the planning process. The results of these other processes are considered in the Certification Review process.

While the Certification Review report itself may not fully document those many intermediate and ongoing checkpoints, the “findings” of Certification Review are, in fact, based upon the cumulative findings of the entire review effort.

The review process is individually tailored to focus on topics of significance in each metropolitan planning area. Federal reviewers prepare Certification Reports to document the results of the review process. The reports and final actions are the joint responsibility of the appropriate FHWA and FTA field offices, and their content will vary to reflect the planning process reviewed whether or not they relate explicitly to formal “findings” of the review.

To encourage public understanding and input, FHWA/FTA will continue to improve the clarity of the Certification Review reports.

2.2 Purpose and Objective

Since the enactment of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the FHWA and FTA, are required to jointly review and evaluate the transportation planning process in all urbanized areas over 200,000 population to determine if the process meets the Federal planning requirements in 23 U.S.C. 134, 40 U.S.C. 5303, and 23 CFR 450. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), extended the minimum allowable frequency of certification reviews to at least every four years.

OKI is the designated MPO for the Cincinnati urbanized area. ODOT is the responsible State agency and SORTA, TANK, BCRTA, MTS, CTC, WCTS, plus the City of Cincinnati are the responsible public transportation operators. Current membership of the OKI MPO consists of elected officials and citizens from the political jurisdictions in the Cincinnati region. The study area includes all of Hamilton, Butler, Warren, Clermont counties in Ohio, Boone, Campbell, Kenton counties in Kentucky and Dearborn County Indiana, with the City of Cincinnati as the largest population center.

Certification of the planning process is a prerequisite to the approval of Federal funding for transportation projects in such areas. The certification review is also an opportunity to provide assistance on new programs and to enhance the ability of the metropolitan transportation planning process to provide decision makers with the knowledge they need to make well-informed capital and operating investment decisions.

3.0 SCOPE AND METHODOLOGY

3.1 Review Process

A prior Federal Review Team conducted a Certification Review of the Cincinnati (OKI) urbanized area in 2021. Previous Certification Review findings and their disposition are provided in Section 1.0 and Appendix B. This report details the 2025 review, which consisted of a formal site visit conducted in October of 2024, and a public involvement opportunity, conducted in November of 2024.

Participants in the review included representatives of FHWA, FTA, Ohio DOT, Kentucky Transportation Cabinet, City of Cincinnati Streetcar, SORTA/Metro, and OKI MPO staff. A full list of participants is included in Appendix A.

A desk review of current documents and correspondence was completed prior to the site visit. In addition to the formal review, routine oversight mechanisms provide a major source of information upon which to base the certification findings.

The certification review covers the transportation planning process conducted cooperatively by the MPO, State, and public transportation operators.

Authorized Risk-Based Approach

Based on the regular and recent stewardship and oversight activity in OKI's TIP, MTP, UPWP and other transportation planning products; the fact that OKI is a mature, well-established, and successful MPO with no recent history of corrective actions with positive previous findings; and due to a high volume of discretionary grants awarded in Ohio and other competing transportation discipline stewardship and oversight priorities, FHWA-Ohio Division as the lead for the TMA Certification was instructed to conduct a Risked-Based Approach to this cycle of OKI's TMA Certification.

The objective of a Certification Review is to determine how the TMA planning partners are addressing Federal law and regulations, including assessing progress on prior Federal actions. In conducting a risk-based review, the Federal Review Team assesses the risks involved with meeting this objective and focuses on the topics that will have the greatest impact.

A risk-based review focuses on the high-risk areas, both threats and opportunities, and does not attempt to cover every planning topic. It is not required, nor practical to attempt to fully cover every planning topic as part of the on-site review, however the standard subject areas were reviewed and assessed during the desk review.

Background information, current status, key findings, and recommendations are summarized in the body of the report for the following subject areas selected by FHWA and FTA staff for on-site review:

Risk-Based On-Site Review Subjects

- Status of the Recommendations from the Previous Certification Review
- Metropolitan Planning Area Boundaries
- MPO Structure and Agreements
- Transit Planning
- Development of Key Planning Products (MTP, TIP, UPWP, PPP)
- Public Participation and Interagency Consultation
- Title VI & ADA
- Performance-based Planning and Programming
- Congestion Management Process (CMP) & ITS
- Active Transportation
- Financial Planning
- Air Quality

In addition, the MPO also provided presentation of other subject status during the site-visit such as:

- Project Prioritization Process
- Consideration of Housing Patterns
- Socioeconomic Forecasting
- Transportation Modeling
- Apps, Maps, Data & Dashboards
- Safety
- Freight and Advanced Air Mobility

Other Desk Review Subjects

- Freight Planning
- Travel Demand Forecasting
- Transportation Safety
- List of Obligated Projects
- Transportation Security Planning
- Nonmotorized Planning/Livability
- Integration of Land Use and Transportation

3.2 Documents Reviewed

The following MPO documents were evaluated as part of this planning process review:

- FY2025 OKI UPWP
- 2024 Update to 2050 MTP & Project Prioritization Process
- 2024-2027 TIP & Amendments
- 2024 List of Obligated Projects
- 2024 OKI TIP Self Certification
- Ohio Metropolitan Planning MOA, 2024
- Kentucky Planning MOA, 2018
- Indiana Metropolitan Planning Agreement MOA, 2023
- OKI 2024 Performance and Expenditure Report
- 2022 OKI Public Participation Plan
- 2023 Freight Plan
- 2022 ITS Architecture and Strategic Plan
- 2022 OKI Complete Streets Policy
- OKI Pedestrian Plan
- Regional Bicycle Plan
- OKI Title VI Program Plan 2025-2028
- OKI Title II-ADA Self-Evaluation & Transition Plan 2022
- 2021 Federal Funding Agreement

4.0 PROGRAM REVIEW

4.1 Metropolitan Planning Area Boundaries

4.1.1 Regulatory Basis

23 U.S.C. 134(e) and 23 CFR 450.312(a) state the boundaries of a Metropolitan Planning Area (MPA) shall be determined by agreement between the MPO and the Governor. At a minimum, the MPA boundaries shall encompass the entire existing urbanized area (as defined by the Bureau of the Census) plus the contiguous area expected to become urbanized within a 20-year forecast period for the MTP.

4.1.2 Current Status: OKI operates under a variety of agreements with the three states in its region documenting the responsibilities of all agencies to carry out the 3-C transportation planning process. In 2020, Dearborn County, IN was removed from the urban area, but remains a member of OKI and the MPA where INDOT provides SPR funds, and OKI provides planning services to Dearborn County. No changes to the MPA are expected within a 20-year forecast.

MPO Official Name: OKI Regional Council of Governments.

MPO Area Boundaries: 3 states (OH-KY-IN), 8 counties (Hamilton, Butler, Warren, Clermont, Campbell, Kenton, Boone, and Dearborn), and nearly 200 communities.

Population Served: 2.12 million.

4.1.3 Findings: The FHWA/FTA Federal Review Team finds that the Metropolitan Planning Area Boundaries meet the requirements of 23 U.S.C. 134(e) and 23 CFR 450.312(a).

4.2 MPO Structure and Agreements

4.2.1 Regulatory Basis

23 U.S.C. 134(d) and 23 CFR 450.314(a) state the MPO, the State, and the public transportation operator shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State, and the public transportation operator serving the MPA.

4.2.2 Current Status: OKI operates under a variety of agreements with the three states in its region documenting the responsibilities of all agencies to carry out the 3-C transportation planning process. The agreement with the Ohio Department of Transportation (Ohio

Metropolitan Planning MOA) is dated 2024. The agreement with the Kentucky Transportation Cabinet (Kentucky Planning MOA) is dated, 2018. The agreement with the Indiana Department of Transportation (Indiana Metropolitan Planning Agreement MOA) is dated, 2023.

MPO Official Name: OKI Regional Council of Governments.

Year Founded: 1964.

Organizational Type/Status: Council of governments.

Member Jurisdictions and Number Represented: 3 states (OH-KY-IN), 8 counties (Hamilton, Butler, Warren, Clermont, Campbell, Kenton, Boone, and Dearborn), and nearly 200 communities.

Major Transit Operators: SORTA, TANK, BCRTA, MTS, CTC, WCTS, and the City of Cincinnati.

4.2.3 Findings: The FHWA/FTA Federal Review Team finds that the Metropolitan Planning Area Boundaries meet the requirements of 23 U.S.C. 134(d) and 23 CFR 450.314(a).

4.3 Unified Planning Work Program

4.3.1 Regulatory Basis

23 CFR 450.308 sets the requirement that planning activities performed under Titles 23 and 49 U.S.C. be documented in a Unified Planning Work Program (UPWP). The MPO, in cooperation with the State and public transportation operator, shall develop a UPWP that includes a discussion of the planning priorities facing the MPA and the work proposed for the next one- or two-year period by major activity and task in sufficient detail to indicate the agency that will perform the work, the schedule for completing the work, the resulting products, the proposed funding, and sources of funds.

4.3.2 Current Status: the FY2025 UPWP for OKI was reviewed with comments by FHWA and FTA and approved in 2024 as meeting all of the requirements of Title 23 and 49 U.S.C. with performance-based plan*n*ing activities, budgetary fiscal constraint, inclusions of public transit agency planning activities and budgets, addresses Planning Emphasis Areas and transportation legislation, and was developed in partnership with federal, state, and local partners.

4.3.3 Findings: the next FY2026 UPWP update will take place in April of 2025. The FHWA/FTA Federal Review Team finds that the UPWP meets the requirements of 23 CFR 450.308 set forth under Titles 23 and 49 U.S.C.

4.4 Metropolitan Transportation Plan

4.4.1 Regulatory Basis

23 U.S.C. 134(c), (h) & (i) and 23 CFR 450.324 set forth requirements for the development and content of the Metropolitan Transportation Plan (MTP). Among the requirements are that the MTP address at least a 20-year planning horizon and that it includes both long and short-range strategies that lead to the development of an integrated and multi-modal system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

The MTP is required to provide a continuing, cooperative, and comprehensive multimodal transportation planning process. The plan needs to consider all applicable issues related to the transportation systems development, land use, employment, economic development, natural environment, and housing and community development.

23 CFR 450.324(c) requires the MPO to review and update the MTP at least every four years in air quality nonattainment and maintenance areas and at least every 5 years in attainment areas to reflect current and forecasted transportation, population, land use, employment, congestion, and economic conditions and trends.

Under 23 CFR 450.324(f), the MTP is required, at a minimum, to consider the following:

- Projected transportation demand
- Existing and proposed transportation facilities
- Operational and management strategies
- Congestion management process
- Capital investment and strategies to preserve transportation infrastructure and provide for multimodal capacity
- Design concept and design scope descriptions of proposed transportation facilities
- Potential environmental mitigation activities
- Pedestrian walkway and bicycle transportation facilities
- Transportation and transit enhancements
- A financial plan

4.4.2 Current Status: the 2050 MTP Update was adopted in June 2024 with another update planned for June 2028. OKI was successful with the quality and comprehensiveness of the 2050 MTP, including an innovative and efficient delivery mechanism of a dedicated website for member, stakeholder, and public consumption and comment with MTP webpages committed to all elements of the MTP. Successful aspects of the 2050 MTP were a substantial public and stakeholder Outreach campaign, Accessibility, Federal Performance Based Planning & Programming, Congestion Management Process (CMP) and analysis, environmental consultations for advancing Transportation Resiliency, Recommended Projects with Fiscal Demonstration, a robust Prioritization Process for evaluating projects with alternative transportation prioritization enhancements, and MTP impacts to vital factors and the Plan vision.

Additionally, Transportation Security is heavily reflected in the OKI MTP and transportation planning process via

- Project prioritization/selection consideration.
- Critical infrastructure analysis, performance measures, and mapping.
- Proactive HAZMAT transport risk mitigation in the transport of hazardous materials, with cargo restrictions hazardous material restricted routes .
- Planning analysis of Bridges particularly important to the OKI region and the nation, and those that present risks for homeland security efforts and emergency service.
- Partnerships with regional organizations, such as Security and Emergency Management Agencies, Disaster Preparedness Coalition for regional homeland security alignment with officials responsible for risk reduction from natural disasters.
- In partnership with regional partners, developed Regional Emergency Mapping System RAVEN911.
- Regional and sub-regional plans or studies that include security-related recommendations for future implementation.

4.4.3 Findings: The FHWA/FTA Federal Review Team finds that the 2050 MTP meets the requirements of 23 U.S.C. 134(c), (h) & (i) and 23 CFR 450.324.

Proposed FHWA/FTA Technical Assistance: With major planning product development such as the MTP, the MPO is encouraged to ensure that the timelines build in enough time for 30-day interagency consultation periods as in the case of Air Quality Conformity Determinations, extra time built into the development schedule to account for unforeseen variables and has a completion date well ahead of any lapse deadline. FHWA and FTA will assist the MPO assess planning product development schedules to identify any potential lapse risk.

4.5 Transit Planning & Coordinated Public Transit-Human Services Transportation

4.5.1 Regulatory Basis

49 U.S.C. 5303 and 23 U.S.C. 134 require the transportation planning process in metropolitan areas to consider all modes of travel in the development of their plans and programs. Federal regulations cited in 23 CFR 450.314 state that the MPO in cooperation with the State and operators of publicly owned transit services shall be responsible for carrying out the transportation planning process.

4.5.2 Current Status: FTA provided preliminary transit questions and OKI provided written responses to those questions in advance of the Site Visit (Appendix C). OKI did not make a formal transit presentation during the Site Visit. FTA, OKI, and representatives from two of the six transit operators in the Urbanized Area (i.e., City of Cincinnati Streetcar (Connector), and Southwest Ohio Regional Transit Authority (SORTA)) were present to provide additional clarification to the transit questions and discuss follow-up related to those topics. Because not all transit operators were present, some questions were unresolved. Transit operator representatives should be present at future Site Visits to discuss transit topics and their agency’s working relationship with OKI.

In large Urbanized Areas (UZAs) with one or more Designated or Direct recipients, funds are allocated via a Split Letter. OKI coordinates the allocation of formula-based federal assistance on behalf of the Cincinnati UZA’s six transit operators: Butler County Regional Transit Authority (BCRTA), Connector, Clermont Transportation Connection (CTC), SORTA, Transit Authority of Northern Kentucky (TANK), and the Warren County Transit System (WCTS). The 2021 Federal Funding Agreement between all six transit operators in the UZA codifies the method used annually to divide formula-based federal funds, including unobligated balances and obligated but not expended balances. With the 2021 Federal Funding Agreement, transparency and recordkeeping have improved due to a clear and consistent method in place, with corrections and redistributions limited to once per federal fiscal year. These are documented in the Split Letter.

At the Site Visit, OKI noted that the 2021 Federal Funding Agreement was facilitated and coordinated by OKI to address the recommendations contained in the 2021 Certification Review Report. The 2021 Certification Review Report specifically noted that CTC demonstrated repeatedly that it struggles to utilize its allocated formula funding before the funds are set to lapse. This has presented situations where FTA funds have been awarded to other transit operators so that federal funding is utilized. At the Site Visit, OKI confirmed that CTC has a history of challenges obligating and spending formula funds in a timely manner, and that that the 2021 Federal Funding Agreement was an effective tool to address the problem.

OKI competitively awards funding for FHWA flexible funds (e.g., Surface Transportation Block Grant (STBG), Congestion Mitigation Air Quality (CMAQ), Carbon Reduction Program (CRP), and others) for projects that support the goals of OKI's Metropolitan Transportation Plan. These funds are commonly used by transit operators within the UZA to fund transit projects. As part of its prioritization process, OKI has incorporated an evaluation factor to account for an applicants' "History of Project Delivery". At the Site Visit, OKI noted that most challenges experienced with these programs are related to cost increases, procurement lead time, and environmental review.

OKI also competitively awards funding for FTA's Section 5310 program to improve mobility for seniors and individuals with disabilities. At the Site Visit, OKI noted that most challenges experienced with this program are related to subrecipients not completing and/or making changes to their original award request as well as vehicle cost overruns and local match shortfalls (both of which were most pronounced during the COVID-19 pandemic). At the Site Visit, OKI noted that it is taking steps to monitor subrecipients project implementation and to limit awards changes. A History of Project Delivery or similar factor is not incorporated in the 5310 project prioritization process.

4.5.3 Findings: Transit is integrated into OKI's planning process and fulfills the regulatory requirements. OKI's Coordinated Public Transit-Human Services Transportation Plan was last updated in September 2020 and must be updated at least every five years to be eligible for Section 5310 funding. OKI is currently updating this Plan.

Commendation #6 - Regional Transit Collaborative: OKI and the six transit operators within the UZA have established semi-quarterly meetings, known as the Regional Transit Collaborative. This group is distinct from the OKI Intermodal Coordinating Committee (ICC) as it serves as a clearinghouse for transit-focused topics and issues. It has increased communication and coordination among all transit operators within the UZA and provides a forum for timely discussions related to ongoing and emerging transit-related issues.

Recommendations

Recommendation #2 - Reduce Lapsed Fund Risk

OKI has made progress to address the 2021 Certification Review Report recommendation by facilitating the 2021 Federal Funding Agreement among the six transit operators in the UZA to incentivize more timely obligation and expenditure of funds. The "Cincinnati UZA Grant Balances" spreadsheet is a tool to assess unobligated balances as well as obligated but not expended balances consistent with the 2021 Federal Funding Agreement provisions. SORTA spearheads an update of the spreadsheet annually to calculate available funds and rebalance unobligated funds within the UZA in accordance with the 2021 Federal Funding Agreement. SORTA initiates the annual funding analysis, maintains the calculations and redistribution formulas within the spreadsheet, and works through an iterative process to reach concurrence among transit agencies. OKI produces an updated Split Letter reflecting redistributions, as necessary.

Even with these improvements, lapsing formula fund balances (i.e., federal funding not obligated with the respective programs' period of availability) occurred within the UZA as follows:

FFY2021 CTC & BCRTA (5339)
FFY2022 CTC (5307, 5339)
FFY2023 CTC (5307); SORTA (5337)
FFY2024 CTC (5339)

It is recommended that OKI investigate why the UZA continues to experience lapsing funds since the 2021 Federal Funding Agreement was executed. OKI should revisit the 2021 Federal Funding Agreement to evaluate: 1) The timing of the unobligated balance assessment that occurs annually in March; 2) The period of availability of each FTA formula fund program with the new three-year after appropriation provision; and 3) If there is another root cause and facilitate a remedy for the UZA. A remedy should be implemented by Federal FY2026 or before.

Furthermore, as the entity responsible for carrying out the "3-C" planning principles (comprehensive, cooperative, and continuous), OKI should take steps to transfer responsibility for managing the "Cincinnati UZA Grant Balances" spreadsheet from SORTA to OKI by Federal FY2026 or before.

Recommendation #3 - Link Transportation Planning to Transportation Programming

The transportation planning process provides a forum to define a project's purpose and need by framing the scope of the problem to be addressed by a proposed project. As the entity responsible for coordinating transportation across the region, OKI should strengthen the relationship between the transportation planning process of regional transit operators and their respective TIP submissions. OKI should evaluate ways to strengthen this linkage, for example by adding a field to the TIP submission form to identify where a project or project phase originated within the transportation planning process or product. By doing so, OKI will help to ensure that a sound transportation planning process or product underpins programming of Federal transit funds. This recommendation should be implemented in OKI's next TIP update, which occurs every two years.

Recommendation #4 - Share Transit Performance Information

OKI has developed a standalone website that displays regional performance measures. This is a best practice that provides full transparency and allows interested parties to view all transportation-related performance information quickly and easily in one place without having to search through multiple documents. OKI should integrate directly or by reference, transit-related goals, objectives, performance measures, and targets in its performance measures website. At the time of the October 2024 Site Visit, performance data related to transit Safety and transit Infrastructure Condition were not available on the OKI website. These should be updated at the same time as other regional performance measures, a placeholder should be included on the website directing interested parties to where the information can be found, or other options should be evaluated. This recommendation should be implemented in Federal FY2025.

Schedule for Process Improvement:

a. Recommendation #2 - Reduce Lapsed Fund Risk: Federal FY2026 or before.

b. Recommendation #3 - Link Transportation Planning to Transportation Programming: Next TIP update.

c. Recommendation #4 - Share Transit Performance Information: Federal FY2025.

4.6 Transportation Improvement Program & Self-Certification

4.6.1 Regulatory Basis

23 U.S.C. 134(c),(h) & (j) set forth requirements for the MPO to cooperatively develop a Transportation Improvement Program (TIP). Under 23 CFR 450.326, the TIP must meet the following requirements:

- Must cover at least a four-year horizon and be updated at least every four years.
- Surface transportation projects funded under Title 23 U.S.C. or Title 49 U.S.C., except as noted in the regulations, are required to be included in the TIP.
- List project description, cost, funding source, and identification of the agency responsible for carrying out each project.
- Projects need to be consistent with the adopted MTP.
- Must be fiscally constrained.
- The MPO must provide all interested parties with a reasonable opportunity to comment on the proposed TIP.

4.6.2 Current Status: The OKI FY2024-2027 TIP documents how Federal, State, and local funds will be expended on highway and public transportation improvements and contains all federally funded and regionally significant projects. The TIP includes State and local roadway, bridge, bicycle, pedestrian, safety and transit projects. OKI coordinated the fiscally constrained, multi-modal TIP through a comprehensive, continuing and cooperative effort with FHWA, FTA, ODOT, KYTC, INDOT, LPAs, public transit operators, the public, and other interested parties. ODOT, KYTC, and INDOT submit to OKI a list of proposed projects on the state-maintained facilities in the region. The states' projects are prioritized and selected through their respective statewide transportation planning processes. OKI also coordinates with transit operators in the region to include transit projects in the TIP. Going forward, the respective DOTs should continue to provide

OKI with the information needed to list the estimated project cost for all projects listed in the TIP in accordance with 23 CFR 450.326 (g) (2).

OKI used their extensive project selection/scoring criteria to guide the development of the current adopted TIP, and to provide the public and other interested parties, including the organization's social impact committee, with opportunities to review and comment on the proposed program of projects. The projects submitted for inclusion in the TIP are evaluated and prioritized using scoring criteria that incorporates the national planning factors, performance measures and targets, regional goals outlined in the 2050 Metropolitan Transportation Plan updated in 2024, air quality, regional strategic policy plan, and active transportation.

In accordance with regulatory requirements for performance measures and management, OKI has coordinated with the respective DOTs and transit agencies and has documented the required performance measures (i.e. safety, bridge and pavement condition, travel time reliability, air quality, and transit asset management) in the FY2024-2027 TIP, as well as the updated 2050 MTP. In addition, the MPO has specifically outlined the anticipated effect of the projects included in the TIP toward achieving the performance targets identified in the MTP, linking investment priorities to those performance targets.

TIP maintenance thru amendments and modifications have been conducted in coordination with the OKI technical advisory committee (the Intermodal Coordination Committee (ICC)) FHWA state divisions, FTA regions, respective state DOTs, as well as the interagency council (IAC) and U.S. EPA when amendments have applicable U.S. DOT air quality conformity determinations.

In accordance with the procedures outlined in the Participation Plan, and in alignment with local directives, OKI used web-based tools to solicit and collect feedback from members of the public and stakeholders. Comments received were reviewed and documented by OKI staff and made available as an Appendix to the FY2024-2027 TIP.

OKI's most recent Annual Listing of Projects (ALOP) has been developed in accordance with the requirements of 23 U.S.C. 134(j)(7) and 23 CFR 450.334 requiring that the State, the MPO, and public transportation operators cooperatively develop a listing of projects for which Federal funds under 23 U.S.C. or 49 U.S. C. Chapter 53 have been obligated in the previous year. The OKI ALOP listing includes all federally funded projects authorized or revised to increase obligations in the preceding program year and: the amount of funds requested in the TIP, federal funding obligated during the preceding year, federal funding remaining and available for subsequent years, sufficient description to identify the project, and identification of the agencies responsible for carrying out the project.

As required in 23 CFR 450.334, the MPO Board of Directors adopted the Self-Certification of the FY2024-2027 TIP and urban transportation planning process in April of 2023 certifying that the urban transportation planning process is being carried out in conformance with all the applicable federal regulations and in accordance with all applicable requirements.

The next OKI TIP Update will be the FY2026-2029 TIP with anticipated adoption in April 2025.

4.6.3 Findings: The FHWA/FTA Federal Review Team finds that the FY2024-2027 TIP meets the requirements of 23 U.S.C. 134(c),(h) & (j) and 23 CFR 450.326.

4.7 Public Participation

4.7.1 Regulatory Basis

Sections 134(i)(5), 134(j)(1)(B) of Title 23 and Section 5303(i)(5) and 5303(j)(1)(B) of Title 49, require a Metropolitan Planning Organization (MPO) to provide adequate opportunity for the public to participate in and comment on the products and planning processes of the MPO. The requirements for public involvement are detailed in 23 CFR 450.316(a) and (b), which require the MPO to develop and use a documented participation plan that includes explicit procedures and strategies to include the public and other interested parties in the transportation planning process.

Specific requirements include giving adequate and timely notice of opportunities to participate in or comment on transportation issues and processes, employing visualization techniques to describe metropolitan transportation plans and TIPs, making public information readily available in electronically accessible formats and means such as the world wide web, holding public meetings at convenient and accessible locations and times, demonstrating explicit consideration and response to public input, and a periodically reviewing of the effectiveness of the participation plan.

4.7.2 Current Status: The OKI 2022 Public Participation Plan is very thorough, defined, and comprehensive. The plan details the participation policy and process generally as well as pertaining to major planning products and special studies including administration and amendments. The plan also details the process for defining target groups and areas, with notable inclusion of social impacts, as well as incorporating the assessment of participation fairness. The 2022 Public Participation Plan also details the plan implementation with administration, a social impact committee, technical support, and evaluation of the plan.

The MPO secures active and representative participation from all segments of the OKI community during planning and decision-making processes. OKI achieves meaningful public involvement through broad community representation, community relationships, and a range of engagement methods. Public participation, outreach, and interagency coordination is achieved thru Board structure and processes, in-person public outreach, attendance of governmental meetings and community events, performing community service, electronic public outreach and media, the OKI website, social media (Facebook, Twitter, YouTube and LinkedIn), email notifications, E-Newsletters, public surveys, media relations, and targeted virtual public meetings.

Interagency coordination is conducted thru the Intermodal Coordinating Committee (ICC), the Interagency Council, and in-depth participation in other transportation official organizations such as, but not limited to, the Ohio Association of Regional Councils (OARC) and the Kentucky Statewide Interagency Consultation Quarterly Conference Call.

OKI has recently overhauled the OKI website to great success that is critical for public involvement and information delivery to various agencies and stakeholders.

Represented by this report's official Recommendations (Section 5.3), is one improvement topic for which all the Federal partners agree and strongly suggest: to improve public involvement, and interagency coordination, OKI invest resources in the development and policy regarding regular virtual meeting presentation options. It is understood that the MPO's By-Laws must be adhered to.

Additionally, it is understood that 118 Board members can be challenging to manage virtually. However, for Committee, Group, Forum, Commission, Outreach, and Team meetings it is recommended that OKI employ virtual meeting option(s) to increase public participation, stakeholder attendance and input, and provide for greater State DOT and Federal partner visibility and attendance. Not all virtual meeting and/or live-stream solutions may be a fit for OKI's needs, as such no specific method is being suggested with discretion to OKI to explore options that best fit their needs and budget.

4.7.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Public Participation and Interagency Coordination meets the requirements of 23 CFR 450.316(a) and (b).

Commendation #3: Technology - Website - General: The MPO has recently overhauled the OKI website to great success that is critical for public involvement and information delivery to various agencies and stakeholders. The website very effectively provides a wealth of information for the public and stakeholders with dedicated pages and downloadable content for all transportation local and regional planning products and programs, public participation notices, resource library, funding opportunities and guidance, calendar events, and committees/commissions/forums.

Commendation #4: Technology – GIS Upgrades: The OKI website also features the MPO's upgrades in GIS with the hosting of an impressive 30 interactive data & mapping application pages dedicated to a wide-variety of transportation GIS applications providing visualization, analytics, and dashboard information to the MPO membership, interagency partners, local officials, and the public. The transportation related GIS applications include a focus on TIP & MTP Projects, Freight (truck & rail), Bike/Pedestrian, Bridge, Maritime, Congestion, Crashes, Pavement

Condition, Project Application Assistance, Rail, Emergency Response, Housing, TIP Projects, Traffic Counts, and Transit as well as several other applications.

Recommendation #1: Technology - Meeting Virtual Options: It is recommended that OKI adopt policy for the implementation of more Virtual Options for meetings and events that are feasible for the MPO to do so, such as: Committee, Group, Forum, Commission, and Team meetings to increase public participation, stakeholder attendance and input, and provide for greater interagency coordination, visibility and attendance.

4.8 Civil Rights (Title VI & ADA)

4.8.1 Regulatory Basis

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 U.S.C. 2000d states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." In addition to Title VI, there are other Nondiscrimination statutes that afford legal protection. These statutes include the following: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324), Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act (ADA) of 1990. ADA specifies that programs and activities funded with Federal dollars are prohibited from discrimination based on disability.

4.8.2 Current Status: OKI's Title VI and ADA policy and approach is described as: Targeted Universalism, which sets universal goals from which all groups benefit, achieving the goals thru targeted approaches. OKI's commitment to the civil rights topics, processes and procedures are clearly defined in the OKI Title VI Program document.

Title VI:
The MPO's website and documents state that OKI operates its programs and services without regard to race, color, national origin, religion, sex, age and/or disability in accordance with Title VI of the Civil Rights Act. The OKI Title VI Program was recently updated FY2025-2028.

The OKI Title VI Program and Participation Plan clearly define a Title VI Complaint Procedure, including OKI contact information, guidance, process explanation, and a complaint form. OKI has not received Title VI, ADA, or Section 504 complaints since the last Certification Review in 2021.

Title VI Compliance/Non-Compliance Reporting:
From the OKI Title VI Program document, throughout the year, the Title VI Coordinator periodically meets with the CEO / Executive Director of OKI to review the policies and procedures

relative to Title VI. This includes, but is not limited to, a review of files and statistics of complaints received for investigation and services offered to recipients and beneficiaries of OKI services. The OKI offices, departments, divisions that receive federal funds continually collect program data, although it is not always documented to denote such. Self-surveys are periodically sent to sub-recipients and subgrantees. These self-surveys examine all facets of the programs offered by the agency surveyed. OKI will also conduct on-site reviews and assessments on a triennial basis. Instances of which the on-site and/or survey reveal that the agency or one or more of its programs is not in compliance with Title VI, an investigation will be conducted by the Title VI Officer, Coordinator or Liaison. Records of the self-survey and efforts put forth to bring the agency into compliance will be maintained. These will include correspondence, resolution and corrective actions.

In the event of non-compliance with this plan, or applicable regulations and laws are determined via a complaint investigation or through the self-survey process, OKI makes every effort to attain full compliance. The Title VI Officer, Coordinator or Liaison shall notify the appropriate department head in the event that a complaint investigation, compliance review or self-survey indicates non-compliance. The notification shall state the condition of non-compliance, recommended approach to correct the situation, and the timeframe for the response and corrective action. The Title VI Officer, Coordinator or Liaison may conduct an in an interview to consult with the department head regarding the correct approach to remedy non-compliance.

Americans with Disabilities Act (ADA):
OKI has developed a Title II Self-Evaluation & Transition Plan to outline compliance with ADA standards/requirements in its transportation planning process, as well as physical accommodations related to the accessibility of public buildings and meetings. The Plan also outlines OKI's grievance procedure to document, report and address Title II complaints on its transportation planning process.

4.8.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's meets the requirements of the Civil Rights Act.

4.9 Consultation and Coordination

4.9.1 Regulatory Basis

23 U.S.C. 134(g) & (i)(5)-(6) and 23 CFR 450.316(b-e) set forth requirements for consultation in developing the MTP and TIP. Consultation is also addressed specifically in connection with the MTP in 23 CFR 450.324(g)(1-2) and in 23 CFR 450.324(f)(10) related to environmental mitigation.

In developing the MTP and TIP, the MPO shall, to the extent practicable, develop a documented process that outlines roles, responsibilities, and key decision points for consulting with other governments and agencies as described below:

- Agencies and officials responsible for other planning activities (State, local, economic development, environmental protection, airport operations, or freight)
- Other providers of transportation services
- Indian Tribal Government(s)
- Federal land management agencies

4.9.2 Current Status: Closely related to the Interagency Coordination status and findings in Section 4.7, the MPO conducts interagency coordination thru the Intermodal Coordinating Committee (ICC), the Interagency Council (IAC), and in-depth participation in other transportation official organizations such as, but not limited to, the Ohio Association of Regional Councils (OARC) and the Kentucky Statewide Interagency Consultation Quarterly Conference Call.

For the development of the OKI FY2024-2027 TIP all public input requirements for the TIP followed the requirements of the 2022 OKI Participation Plan. The draft TIP was presented for public comment via an online posting on March 10, 2023. The comment period remained open until April 12, 2023. A presentation about the draft TIP was posted to OKI's website on March 10, 2023. A public meeting was held in the OKI office on April 4, 2023. Announcement of the scheduled public meeting was published in the Cincinnati Enquirer, La Mega Nota and the Cincinnati Herald and on the OKI website. Comments were permitted to be submitted to OKI in writing, by e-mail or personal testimony at the public meeting. All public comments were presented to the OKI Board of Directors at their April 13, 2023, meeting. The TIP was not changed significantly from the initial document made available for public comment and no new issues were raised by the public. Furthermore, the TIP was vetted thoroughly by the ICC technical advisory committee, state DOTs, the OKI Board, and Executive Committee. Administrative Modifications and Amendments to the TIP, and any associative air quality conformity determinations, have been coordinated effectively through the ICC and IAC.

For the development of the OKI 2050 MTP Update, outreach and coordination was accomplished via several methods. Firstly, the Board structure and process provided for 18 meetings with the Board, Executive Committee and the Intermodal Coordinating Committee (ICC) technical advisory committee that included nearly 200 people in total. There was also In-Person Outreach conducted with the attendance of 4 governmental meetings and 1 community event. Electronic public outreach and media concerning the MTP included 10 major website updates including a dedicated webpage to the 2050 MTP, 52 social media posts seen by >10,000 people, a total of 4 paid ads reaching 49,846 people, 5 emails distributed to 300+ individuals, and 1 virtual public meeting. The MTP's U.S. DOT air quality conformity determination was coordinated all relevant FHWA state district, FTA Regional, USEPA Regional offices.

4.9.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Consultation and Coordination meets the requirements of 23 U.S.C. 134 and 23 CFR 450.

4.11 Freight Planning

4.11.1 Regulatory Basis

The MAP-21 established in 23 U.S.C. 167 a policy to improve the condition and performance of the national freight network and achieve goals related to economic competitiveness and efficiency; congestion; productivity; safety, security, and resilience of freight movement; infrastructure condition; use of advanced technology; performance, innovation, competition, and accountability, while reducing environmental impacts.

In addition, 23 U.S.C. 134 and 23 CFR 450.306 specifically identify the need to address freight movement as part of the metropolitan transportation planning process.

4.11.2 Current Status: Since the adoption of OKI's first regional freight plan in 2011, the MPO has continued to collect, analyze and share the most current freight data. At freight.oki.org, interactive maps and dashboards have been created to visually-communicate the most current surface transportation data for the road, rail, river and runway freight modes in the OKI regional planning area. Due to federal restrictions, OKI has not created visualizations showing pipeline, the fifth freight mode, data.

Recognizing the link between freight transportation mobility and economic development, OKI prepared a new Freight Plan that was approved by the Board of Directors in September 2023 to understand industry trends and forecast freight demand across all five freight modes. The Freight Plan resulted in the identification of a combined 147 project, program, planning study and policy recommendations. OKI's assessment of the region's existing multimodal freight system performance covers five key goal areas for each freight mode (Road, Rail, River, Runway, and Pipeline).

For the 2050 MTP recommended priorities, 115 freight improvements were considered. OKI's stated aim of a freight project is to supply a more reliable and efficient transportation system, reduce travel time and cost, and enhance the overall quality of life for users of the transportation network. In addition, the MTP included 9 program recommendations that are activities to study the feasibility or effect of freight transportation opportunities within the OKI region; 13 planning study recommendations that propose a comprehensive analysis of a particular freight transportation issue or location; and 10 policy recommendations that propose a course of action designed to guide the development and implementation of freight transportation policies, programs, and regulations.

OKI believes the success of the regional freight plan will depend on the partnerships and collaboration of the public and private sectors. Railroads, trucking interests, barge terminals and air cargo carriers will need to collaborate to address the transportation challenges facing OKI and the region over the next 30 years.

The MPO has also made investments into the development of Advanced Air Mobility (AAM) with participation in an AAM Multistate Collaborative. In Ohio, OKI was instrumental in forming an AAM SW Ohio Regional Team in 2023, as well as analyzing a AAM regional healthcare provider use case, and airport EV charging infrastructure planning and improvements. In Kentucky, OKI was instrumental in forming an KY AAM Working Group in 2024, supporting united KY AAM infrastructure planning, strategizing, education, and advocacy, as well as participating in a National AAM Multistate Collaborative.

4.11.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Freight planning meets the requirements of 23 U.S.C. 167, 23 U.S.C. 134 and 23 CFR 450.306.

Commendation: Commendation #5 - Freight: The MPO has demonstrated Freight distinction by developing in-house a new Freight Plan FY2022 & 2023 that includes all 5 freight modes, 40+ unique datasets, 200+ visualizations, and presents 147 freight recommendations. The MPO also created and hosts a dedicated webpage for the effective and efficient delivery of information to the public of the Freight Plan's goals, components, and data. In 2023, the MPO also organized and hosted a second Conference on Freight that boasted 230 attendees from 20 states. Providing a regional focus and important collaboration between the States of Ohio and Kentucky, the conference included 3 keynote speakers, Freight Lighting Talks, 8 educational sessions, and a CVG air cargo tour. The conference also hosted joint annual meetings of the Mid-America Freight Coalition (MAFC) and Institute for Trade and Transportation Studies (ITTS) freight organizations. The MPO also successfully secured 2 CRISI grants for freight terminal projects, as well as actively supports public/private partnerships for maritime freight and the advancement of Advanced Air Mobility in the OKI region.

4.13 Transportation Safety

4.13.1 Regulatory Basis

23 U.S.C. 134(h)(1)(B) requires MPOs to consider safety as one of ten planning factors. As stated in 23 CFR 450.306(a)(2), the planning process needs to consider and implement projects, strategies, and services that will increase the safety of the transportation system for motorized and non-motorized users.

In addition, SAFETEA-LU established a core safety program called the Highway Safety Improvement Program (HSIP) (23 U.S.C. 148), which introduced a mandate for states to have Strategic Highway Safety Plans (SHSPs). 23 CFR 450.306 (d) requires the metropolitan transportation planning process should be consistent with the SHSP, and other transit safety and security planning.

4.13.2 Current Status:

The MPO states in the 2050 MTP update that one of the primary goals of the MTP is to improve travel safety by reducing the risk of crashes that cause death or injuries. To reach the MTP and

TIP safety goals, OKI coordinate fully with the individual Ohio, Kentucky, and Indiana State Highway Safety Plans (SHSP) and local communities in its planning area.

The OKI TIP and MTP use crash data developed by the SHSP for each of the tri-state planning region (OH-KY-IN) to evaluate and prioritize locations for funding and further the attainment of each state's safety performance targets. Many of the projects in the OKI TIP and Plan are directly linked or are consistent with the safety plans and programs for the tri-state programs as well as overall requirements of IIJA performance–based planning. OKI has incorporated the cost of excessive crashes into its project prioritization process. This approach combines crash rates, expected crash rates and costs by accident type to enable the identification of potential high value investment locations. Locations that have high excess expected costs are awarded higher points in the prioritization process. This assists state and local agencies in identifying transportation needs for further study and, when possible, finding resources to meet those needs.

The OKI FY2024-2027 TIP and amendments must be developed in compliance with the transportation performance measure requirements of the IIJA for safety measures. In February 2023, OKI's Executive Committee adopted a resolution supporting each individual state safety performance targets, for the five safety performance measures listed below, as established by ODOT, KYTC and INDOT. OKI has agreed to plan and program projects so that they contribute toward accomplishment of each state's safety performance measure targets.

Within the OKI region, more than 66,000 crashes occurred each year between 2017 and 2021, ending, on average, 160 lives, and causing more than 10,500 injuries. Available data indicates that fatalities have decreased 9.4 percent in the OKI region since 2017. Fatalities during the 5-year time period peaked in Hamilton County in 2021 with 72, while one fatality occurred in Campbell County in 2021. In the OKI region, Butler and Clermont Counties in Ohio, Boone, Campbell and Kenton Counties in Kentucky, and Dearborn County in Indiana, all had a fatality rate above 1.0 during at least one year, between 2017 and 2021. Over the five-year time period, the average rate of fatalities for the OKI Region was 0.84, well below each state's adopted statewide performance safety target.

For serious injuries accidents where at least one individual has been incapacitated in a motor vehicle crash during a calendar year, Boone County in Kentucky and Dearborn County in Indiana saw an increase in serious injuries between 2017 and 2021. The OKI region as a whole experienced a 13.2 percent decline in the number of serious injuries over the same time period. In the OKI region, the rate of serious injuries declined in every county except Boone County in Kentucky and Dearborn County in Indiana, between 2017 and 2021. In Clermont County, the rate of serious injuries declined by 33 percent from a high of 9.43 in 2017. As a whole, the OKI region experienced a decline of 7.3 percent in the rate of serious injuries over the five-year time period.

Reported bicycle and pedestrian fatalities in the OKI region peaked in 2021 with 36. Bicycle deaths and pedestrian fatalities have totaled 31 or less in each year from 2017-2021. Bicycle and pedestrian serious injuries peaked in 2018 with 172, before dropping sharply to 121, in 2019. By

2021, bicycle and pedestrian serious injuries had fallen to 113. The majority of serious injuries have involved pedestrians.

During the planning period 2020 to 2050, a safety challenge will present itself in a magnitude not seen previously in the OKI region: the older driver. More than 364,000 persons aged 65 and older are projected to populate the region in 2050, compared with 329,396 in 2020, and will constitute roughly one-fifth of the population of driving age in the OKI region. Countermeasures OKI has identified to help senior drivers more safely offered in the MTP Countermeasures include explanatory signage, larger signage, redundant signage, advance notice signage, explicit pavement markings and back plating on signals. All of these countermeasures are low-cost and able to be implemented within the confines of the existing roadway.

To address the elderly needing additional time to cross a street due to shorter stride, slower gait and slower reaction time, educational plaques and leading pedestrian intervals on signals can improve pedestrian safety. An added value of countermeasures addressing the needs of the elderly is the fact that they also enhance safety for travelers of all ages.

4.13.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Transportation Safety meets the requirements of 23 U.S.C. 134, 23 CFR 450.306, and 23 CFR 450.306.

4.15 Transportation Alternatives/Active Transportation

4.15.1 Regulatory Basis

23 U.S.C. 217(g) states that bicyclists and pedestrians shall be given due consideration in the comprehensive transportation plans developed by each MPO under 23 U.S.C. 134. Bicycle transportation facilities and pedestrian walkways shall be considered, where appropriate, in conjunction with all new construction and reconstruction of transportation facilities.

23 CFR 450.306 sets forth the requirement that the scope of the metropolitan planning process "will increase the safety for motorized and non-motorized users; increase the security of the transportation system for motorized and non-motorized users; and protect and enhance the environment, promote energy conservation, improve the quality of life.

4.15.2 Current Status: In the support of Transportation Alternatives/Active Transportation, the MPO has adopted a Complete Streets Policy (2022) and updated it in 2024. Provisions for complete streets have been incorporated into the TIP process to consider appropriate facilities for accommodating bicyclists, pedestrians and transit riders of all abilities, in addition to motorists.

OKI has also developed and adopted a Pedestrian Plan, and a Regional Bike Plan. OKI's Transportation Improvement Program (TIP) prioritization/evaluation process encourages inclusion of active transportation (bicycle and pedestrian) facilities through awarding points for intermodal connectivity and multimodal facilities.

Additionally, OKI collects Pedestrian and Bicycle traffic counts to inform those plans and recommended projects.

Bicycle and pedestrian transportation needs were identified during the 2050 MTP update process, recommending 41 fiscally constrained improvement projects to directly address bicycle and pedestrian needs. Since 2010 nearly $130 Million awarded to multi-use trails.

4.15.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Transportation Alternatives/Active Transportation meets the requirements of 23 U.S.C. 217, 23 U.S.C. 134, and 23 CFR 450. and 23 CFR 450.306.

4.16 Integration of Land Use and Transportation

4.16.1 Regulatory Basis

23 U.S.C. 134(g)(3) encourages MPOs to consult with officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) or to coordinate its planning process, to the maximum extent practicable, with such planning activities.

23 U.S.C. 134 (h)(1)(E) and 23 CFR 450.306(a)(5) set forth requirements for the MPO Plan to protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

4.16.2 Current Status: The MPO recognizes the inseparable connection between transportation and land use, as such, the OKI Board maintains the Strategic Regional Policy Plan (SRPP) which contains a vision for regional vitality, sustainability, and competitiveness, focusing on the land use–transportation connection with the planning process. The SRPP integrates recommendations with the region's transportation project prioritization process. This metropolitan transportation plan incorporates, by reference, the Strategic Regional Policy Plan Goals, Opportunity Areas and Policy Recommendations, as adopted by OKI's Land Use Commission Steering Committee in June 2023.

The MPO also has developed and maintains the Fiscal Impact Analysis Model (FIAM) to aid local governments wanting to analyze benefits and fiscal consequences of land use changes within their communities. The FIAM assesses the costs and revenues associated with land use activities and their existing and potential impacts on community budgets. These estimates help communities anticipate and plan for current and future costs of growth. As communities better understand associated costs and revenues of development through fiscal impact analyses, they will be better able to plan for transportation investments to serve new development or fix existing deficiencies.

To help inform local decision makers on community housing demand and need forecasting, OKI developed a very innovative Regional Housing Data Dashboard. The tool organizes critical and current data on community housing into three areas: People – who occupies/needs housing; Stock – existing and needed housing type; Market – costs and trends. OKI maintains the tool and provides technical support to communities using it to inform local housing planning policy.

4.16.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Integration of Land Use and Transportation meets the requirements of 23 U.S.C. 134 and 23 CFR 450.306.

Commendation: Commendation #1 - Housing in Transportation Planning/Technology: The MPO has been very innovative in integrating housing into the transportation planning process by launching the Regional Housing Data Dashboard in 2024 including conducting a public user workshop. With input from local community planners, the dashboard is designed to inform local planning and discussion on housing topics and encourage a data-driven approach to assessing current housing options and setting housing goals and policy. The Regional Housing Data Dashboard directly addresses the focus placed on the consideration of housing in the metropolitan transportation planning process in the Infrastructure Investment and Jobs Act (IIJA) and could be model case-study for MPOs throughout the country.

4.18 Air Quality

4.18.1 Regulatory Basis

The air quality provisions of the Clean Air Act (42 U.S.C. 7401) and the MPO provisions of Titles 23 and 49 require a planning process that integrates air quality and metropolitan transportation planning, such that transportation investments support clean air goals. Under 23 CFR 450.324(m), a conformity determination must be made on any updated or amended transportation plan in accordance with the Clean Air Act and the EPA transportation conformity regulations of 40 CFR Part 93. A conformity determination must also be made on any updated or amended TIP, per 23 CFR 450.326(a).

4.18.2 Current Status: The OKI transportation planning area includes the Cincinnati-Middletown-Wilmington OH-KY-IN Ozone Maintenance Area (2008 Ozone) with maintenance status Ohio counties of Hamilton, Butler, Warren, and Clermont. Clinton County is also included in the ozone maintenance area, but the county is not part of the OKI planning area. In Kentucky, the ozone maintenance includes the northern portions of Boone, Kenton, and Campbell

Counties. And there is one southeast corner portion of Dearborn County, Indiana included in the ozone maintenance area.

The OKI transportation planning area includes the Cincinnati Ozone Area (2015 Ozone Standard) with attainment status reclassified in 2022 for Hamilton, Butler, Warren, and Clermont Counties in Ohio. The Cincinnati Ozone Area in Kentucky includes the northern portions of Boone, Kenton, and Campbell Counties with attainment status reclassified in 2023. Dearborn County, Indiana is not part of the Cincinnati Ozone Area. The reclassification of the Cincinnati Ozone Area to attainment status is a clear demonstration of success from the last certification cycle in improving ozone air quality in the OKI transportation planning area.

Ohio EPA (OEPA), in coordination with U.S. EPA Region 5 and OKI, completed the Second 10-Year Maintenance Plan for the Ohio Portion of the Cincinnati, OH-KY-IN 8-Hour Ozone Maintenance Area (2008 Ozone standard) in 2024 that ensures Ohio can maintain the 2008 8-hour ozone NAAQS in the OKI area for at least 20 years from the effective date of the first maintenance plan. The MPO has two separate Motor Vehicle Emission Budgets (MVEB) to use, as Ohio/Indiana and Kentucky have separate budgets. The MPO has chosen to conduct a comprehensive conformity analysis for all three states. OKI completed the MOVES4 modeling for developing mobile emissions and establishing budgets for the second period maintenance plan for the Ohio portion of the Cincinnati, OH-KY-IN 2008 ozone maintenance area. KYTC provided MOVES4 modeling, using an activity-based hybrid model to feed MOVES4, for the Kentucky portion of the Cincinnati, OH-KY-IN 2008 ozone maintenance area. The second maintenance plan conducted a public participation and Interagency Coordination (IAC) as required.

The OKI 2050 MTP and FY2021-2024 TIP and corresponding amendment procedures have complied with Air Quality Conformity requirements. From 2022-2024 the OKI MTP and TIP air quality conformity included 24 total amendments - 8 amendments with exempt projects requiring U.S. DOT joint air quality conformity determinations, 4 amendments requiring new regional emissions analysis, and 12 amendments that relied on previous regional emissions analysis which include adding non-exempt projects from the MTP to the TIP with no change in scope or timeline, adding new phase(s) and new committed funds to existing non-exempt TIP projects, and increasing phase funding more than threshold amount. Interagency consultation (IAC) was conducted in accordance with the MPO's Conformity Memorandum of Agreement.

Congestion Mitigation and Air Quality (CMAQ) - a Mid Performance Plan adopted in 2024 for the States of Ohio, Kentucky and Indiana. The MPO being required to report specifically on regional condition, targets, and performance for the federal performance measures identified to carry out the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. The performance measures of Annual Hours of Peak Hour Excessive Delay (PHED) Per Capita, Percent of Non-Single Occupancy Vehicle (SOV) Travel, and Total Emissions Reduction, for all CMAQ-funded projects, of each applicable criteria pollutant and precursor are reflected in the OKI Baseline Performance Period Report, which includes a description of CMAQ-funded projects programmed during the current performance period of 2018-2021. These performance measures are also reflected in the Mid Performance Period Report and Full Performance Period Report, which are required on a biennial basis and report on the progress in reaching 2- and 4-year performance targets.

4.18.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's integration of Air Quality into the planning process meets the federal requirements and regulations.

4.19 Congestion Management Process / Management and Operations

4.19.1 Regulatory Basis

23 U.S.C. 134(k)(3) and 23 CFR 450.322 set forth requirements for the congestion management process (CMP) in TMAs. The CMP is a systematic approach for managing congestion through a process that provides for a safe and effective integrated management and operation of the multimodal transportation system. TMAs designated as non-attainment for ozone must also provide an analysis of the need for additional capacity for a proposed improvement over travel demand reduction, and operational management strategies.

23 CFR 450.324(f)(5) requires the MTP include Management and Operations (M&O) of the transportation network as an integrated, multimodal approach to optimize the performance of the existing transportation infrastructure. Effective M&O strategies include measurable regional operations goals and objectives and specific performance measures to optimize system performance.

4.19.2 Current Status: The MPO has successfully executed congestion management and reduction practices by engaging in an update of the Congestion Management Process (CMP), validation of the OKI travel demand model, development and adoption of a new Freight Plan, hosting a Freight Conference, operating a ride-share program, and a Regional ITS architecture upgrade with an ITS strategic plan.

In 2024, OKI completed and posted to website the OKI CMP Findings and Analysis. The goals of which are: Improve livability and economic vitality of the region, Limit congestion and increase accessibility to jobs, Improve transportation safety, Develop strategies to facilitate the mobility of people and goods. Using the congestion index several individual interstate and non-interstate roadways and corridors stand out as being very congested during 2021. Of the top 20 most congested NHS corridors 13 were located in Ohio and all were interstates, including the Brent Spence Bridge. Of the 15 most congested interstate segments 11 were located in Ohio and all but two were located on I-75. Of the 14 most congested non-interstate segments 10 were located in Ohio and all but three were located on a US or state route.

As stated in the 2024 OKI CMP Findings and Analysis, the CMP has been integrated into OKI's transportation planning process. OKI has developed a scoring system intended to assist selection of worthy capacity related highway and transit projects for the OKI 2050 MTP. Public input and the OKI Board of Directors determine the final recommended list of projects. A similar, but distinct and more rigorous scoring system, has been developed for the TIP. The level of congestion is an important criterion in the roadway project scoring. The scoring system was originally adopted by the OKI Intermodal Coordinating Committee (ICC) and Board of Trustees in 2000 to evaluate Transportation Improvement Program (TIP) and ODOT Transportation Review Advisory Committee (TRAC) projects. Since that time, the scoring system has been modified to fit the nature of the OKI 2050 MTP Update and FY2024-2027 TIP. The latest modification incorporated regional performance measures. The process makes best use of available data and emphasizes the use of a performance-based planning approach. It provides a systematic methodology to ranking the numerous projects that need to be evaluated in the development of a financially constrained metropolitan transportation plan and TIP. Routine maintenance projects are not included since they are of high importance and are assumed to be part of the Plan. The CMP is further integrated into the transportation planning process by utilizing the observed speeds, collected as part of the CMP, in the validation and calibration of OKI's Activity-Based Model.

During the development of the 2050 MTP Update, OKI recognized that an increase in highway capacity is not always the most appropriate or preferred solution for a congestion problem. Travel demand management strategies, Telecommuting, Transportation Systems Management and Operations (TSMO) and ITS technologies and expanded public transportation are also considered.

OKI's Activity-Based Travel Demand Model serves as the foundation for the transportation modeling efforts. Guided by state and federal guidelines, OKI is committed to excellence and innovation, and continuously strives to improve the modeling techniques and stay at the forefront of industry advancements. OKI collects and analyzes traffic and travel data to ensure the model reflects the unique characteristics of our region. OKI also works closely with the tri-state DOTs, local governments, transportation agencies, and stakeholders to ensure the models align with their needs and priorities. Specifically, the transportation modeling helps assess the potential impacts of new development and changes in population and demographic trends, road expansions and transit projects, changes in transportation policies, technological advancements, energy consumption and sustainability. By analyzing the different scenarios and policies with the modelling, OKI evaluates their effects on congestion, travel times, air quality, and overall accessibility. Model calibration and validation took place between 2023 and 2024. The next model calibration and verification will use 2025 as the base year and include transit on-board and household travel survey data.

The MPO updated the Intelligent Transportation System (ITS) architecture in 2022 with help from Federal and State partners. The update includes a section on Connected Vehicle (CV)/Electric Vehicle (EV) technologies, planned integrated technologies in the future - resulted in a more simplified approach to better navigate the system. Developed completely in-house. Established ITS Architecture Committee, with a time horizon of 10-years, 36 Phase I projects identified over the next 4 years, 25 Phase II projects identified beyond 5 years for an estimated $266M, but not fiscally restrained.

A question was asked of OKI during the site visit if there have been attempts to analyze if past projects were successful in congestion improvement/mitigation. OKI confirmed that completed projects have indeed been monitored post completion. And examples such as SR 4 in Butler County (OH) improved from a Level of Service (LOS) rating of E to A; Dixie Hwy (KY) improved from a LOS rating of D to B. Additionally, it was noted that the Brent Spence Bridge corridor as the most congested freight corridors - is one of the primary reasons why Freight levels are as high as they are in the Cincinnati area - and will be monitored for data on improved congestion.

4.19.3 Findings: The FHWA/FTA Federal Review Team finds that the MPO's Congestion Management Process / Management and Operations meets the requirements of 23 U.S.C. 134, 23 CFR 450.322, 23 CFR 450.324.

Commendation: Commendation #2 - Congestion Management Process (CMP)/ITS: The MPO has successfully executed congestion management and reduction practices by engaging in the update of the Congestion Management process including the identification of the most congested NHS corridors and monitoring projects for congestion reduction. Mobility and Congestion performance measures (Federal & Additional) have made progress or on track to meet all statewide targets. Other CMP and ITS activities include the validation of the OKI travel demand model, development and adoption of a new Freight Plan, hosting a Freight Conference, operating a ride-share program, establishing an ITS Architecture Committee with time horizon of 10-years, conducting a Regional ITS architecture upgrade including a section on CV/EV technologies and planned integrated technologies in the future, and the development of an ITS strategic plan. All those activities were delivered in-house with MPO staff and could be a case for a model CMP/ITS process.

5.0 CONCLUSION AND RECOMMENDATIONS

The FHWA and FTA review found that the metropolitan transportation planning process conducted in the OKI urbanized area **MEETS** Federal planning requirements as follows.

5.1 Commendations

The following highlight noteworthy practices that the OKI MPO is doing well in the transportation planning process:

Commendation #1 - Housing in Transportation Planning/Technology: The MPO has been very innovative in integrating housing into the transportation planning process by launching the Regional Housing Data Dashboard in 2024 including conducting a public user workshop. With input from local community planners, the dashboard is designed to inform local planning and discussion on housing topics and encourage a data-driven approach to assessing current housing options and setting housing goals and policy. The Regional Housing Data Dashboard directly addresses the focus placed on the consideration of housing in the metropolitan transportation planning process in the Infrastructure Investment and Jobs Act (IIJA) and could be model case-study for MPOs throughout the country.

Commendation #2 - Congestion Management Process (CMP)/ITS: The MPO has successfully executed congestion management and reduction practices by engaging in the update of the Congestion Management process including the identification of the most congested NHS corridors and monitoring projects for congestion reduction. Mobility and Congestion performance measures (Federal & Additional) have made progress or on track to meet all statewide targets. Other CMP and ITS activities include the validation of the OKI travel demand model, development and adoption of a new Freight Plan, hosting a Freight Conference, operating a ride-share program, establishing an ITS Architecture Committee with time horizon of 10-years, conducting a Regional ITS architecture upgrade including a section on CV/EV technologies and planned integrated technologies in the future, and the development of an ITS strategic plan. All those activities were delivered in-house with MPO staff and could be a case for a model CMP/ITS process.

Commendation #3 - Technology - Website - General: The MPO has recently overhauled the OKI website to great success that is critical for public involvement and information delivery to various agencies and stakeholders. The website very effectively provides a wealth of information for the public and stakeholders with dedicated pages and downloadable content for all transportation local and regional planning products and programs, public participation notices, resource library, funding opportunities and guidance, calendar events, and committees/commissions/forums.

Commendation #4 - Technology - GIS Upgrades: The OKI website also features the MPO's upgrades in GIS with the hosting of an impressive 30 interactive data & mapping application pages dedicated to a wide-variety of transportation GIS applications providing visualization, analytics, and dashboard information to the MPO membership, interagency partners, local officials, and the public. The transportation related GIS applications include a focus on TIP & MTP Projects, Freight (truck & rail), Bike/Pedestrian, Bridge, Maritime, Congestion, Crashes, Pavement Condition, Project Application Assistance, Rail, Emergency Response, Housing, TIP Projects, Traffic Counts, and Transit as well as several other applications.

Commendation #5 - Freight: The MPO developed in-house a new Freight Plan FY2022 & 2023 that includes all 5 freight modes, 40+ unique datasets, 200+ visualizations, and presents 147 freight recommendations. The MPO also created and hosts a dedicated webpage for the effective and efficient delivery of information to the public of the Freight Plan's goals, components, and data. In 2023, the MPO also organized and hosted a second Conference on Freight that boasted 230 attendees from 20 states. Providing a regional focus and important collaboration between the States of Ohio and Kentucky, the conference included 3 keynote speakers, Freight Lightning Talks, 8 educational sessions, and a CVG air cargo tour. The conference also hosted joint annual meetings of the Mid-America Freight Coalition (MAFC) and Institute for Trade and Transportation Studies (ITTS) freight organizations. The MPO also successfully secured 2 CRISI grants for freight terminal projects, as well as actively supports public/private partnerships for maritime freight and the advancement of Advanced Air Mobility in the OKI region.

Commendation #6 - Transit - Regional Transit Collaborative: OKI and the six transit operators within the UZA have established semi-quarterly meetings, known as the Regional Transit Collaborative. This group is distinct from the OKI Intermodal Coordinating Committee (ICC) as it serves as a clearinghouse for transit-focused topics and issues. It has increased communication and coordination among all transit operators within the UZA and provides a forum for timely discussions related to ongoing and emerging transit-related issues.

5.2 Corrective Actions

No corrective actions were identified by the Federal Review Team.

5.3 Recommendations

The following are recommendations that would improve the transportation planning process:

Recommendation #1 - Technology - Meeting Virtual Options: It is recommended that OKI adopt policy for the implementation of more Virtual Options for meetings and events that are feasible for the MPO to do so, such as: Committee, Group, Forum, Commission, and Team meetings to increase public participation, stakeholder attendance and input, and provide for greater interagency coordination, visibility and attendance.

Recommendation #2 - Transit - Reduce Lapsed Fund Risk: The MPO has made progress to address the 2021 Certification Review Report recommendation by facilitating the 2021 Federal Funding Agreement among the six transit operators in the UZA to incentivize more timely obligation and expenditure of funds. The “Cincinnati UZA Grant Balances” spreadsheet is a tool to assess unobligated balances as well as obligated but not expended balances consistent with the 2021 Federal Funding Agreement provisions. SORTA spearheads an update of the spreadsheet annually to calculate available funds and rebalance unobligated funds within the UZA in accordance with the 2021 Federal Funding Agreement. SORTA initiates the annual funding analysis, maintains the calculations and redistribution formulas within the spreadsheet, and works through an iterative process to reach concurrence among transit agencies. OKI produces an updated Split Letter reflecting redistributions, as necessary.

Even with these improvements, lapsing formula fund balances (i.e., federal funding not obligated with the respective programs’ period of availability) occurred within the UZA as follows:

FFY2021 CTC & BCRTA (5339)

FFY2022 CTC (5307, 5339)

FFY2023 CTC (5307); SORTA (5337)

FFY2024 CTC (5339)

It is recommended that OKI investigate why the UZA continues to experience lapsing funds since the 2021 Federal Funding Agreement was executed. OKI should revisit the 2021 Federal Funding Agreement to evaluate: 1) The timing of the unobligated balance assessment that occurs annually in March; 2) The period of availability of each FTA formula fund program with the new three-year after appropriation provision; and 3) If there is another root cause and facilitate a remedy for the UZA. A remedy should be implemented by Federal FY2026 or before.

Furthermore, as the entity responsible for carrying out the “3-C” planning principles (comprehensive, cooperative, and continuous), OKI should take steps to transfer responsibility for managing the “Cincinnati UZA Grant Balances” spreadsheet from SORTA to OKI by Federal FY2026 or before.

Recommendation #3 - Transit - Link Transportation Planning to Transportation Programming: The transportation planning process provides a forum to define a project's purpose and need by framing the scope of the problem to be addressed by a proposed project. As the entity responsible for coordinating transportation across the region, OKI should strengthen the relationship between the transportation planning process of regional transit operators and their respective TIP submissions. OKI should evaluate ways to strengthen this linkage, for example by adding a field to the TIP submission form to identify where a project or project phase originated within the transportation planning process or product. By doing so, OKI will help to ensure that a sound transportation planning process or product underpins programming of Federal transit funds. This recommendation should be implemented in OKI's next TIP update, which occurs every two years.

Recommendation #4 - Transit - Website - Share Transit Performance Information: The MPO has developed a standalone website that displays regional performance measures. This is a best practice that provides full transparency and allows interested parties to view all transportation-related performance information quickly and easily in one place without having to search through multiple documents. It is recommended that OKI integrate directly or by reference, transit-related goals, objectives, performance measures, and targets in its performance measures website. At the time of the October 2024 Site Visit, performance data related to transit Safety and transit Infrastructure Condition were not available on the OKI website. These should be updated at the same time as other regional performance measures, a placeholder should be included on the website directing interested parties to where the information can be found, or other options should be evaluated. This recommendation should be implemented in Federal FY2025.

5.3 Training/Technical Assistance

The following training and technical assistance are recommended to assist the MPO with improvements to the transportation planning process:

A. OKI requested that FHWA continue to be part of the standard transportation planning meetings.

B. OKI is encouraged to utilize the numerous resources the FHWA Every Day Counts (EDC) 8 Virtual Public Involvement (VPI) Website (**FHWA VPI Website**) designed to help State DOTs, MPOs, and local agencies understand the benefits of and adopt the use of VPI tools.

APPENDIX A - PARTICIPANTS

The following individuals were involved in the OKI urbanized area on-site review:

- Sam Wallace, Community Planner, FHWA Ohio Division
- Tim Long, Team Leader of Planning-Environment-Realty, FHWA Ohio Division
- Nick Vail, Community Planner, FHWA Kentucky Division
- Patrick Carpenter, Environmental Protection Specialist, FHWA Indiana Division
- Jocelyn Hoffman, Community Planner, FTA Region V
- Randy Lane, Statewide Planning Manager, Ohio Department of Transportation
- Nate Brugler, Regional Planning Coordinator, Ohio Department of Transportation
- Dane Blackburn, Planning Supervisor, Kentucky Transportation Cabinet Division 6
- Bob Koehler, Deputy Executive Director, OKI MPO
- Andy Reser, Manager of Transportation Programming, OKI MPO
- Julia Brossart, Communications & Legislative Affairs Manager, OKI MPO
- Travis Miller, Regional Planning Manager, OKI MPO
- Summer Jones, Transportation Alternatives Coordinator, OKI MPO
- Brett Porter, Senior Transportation Planner, OKI MPO
- Regina Fields, Project Administrator, OKI MPO
- Lorrie Platt, Executive Advisor & Board Administrator, OKI MPO
- David Shuey, Director of Information Systems & Analytics, OKI MPO
- Liren Zhou, Manager of Transportation Modeling, OKI MPO
- Robyn Bancroft, Strategic Initiatives Manager, OKI MPO
- Katie Hannum, Director of Finance, OKI MPO
- Elizabeth Niese, Data Analyst, OKI MPO
- Lori Burchett, Deputy Director-Streetcar Services, City of Cincinnati
- Andrew Aiello, Deputy General Manager, SORTA/Metro

APPENDIX B - STATUS OF FINDINGS FROM LAST REVIEW

One of the priorities of each certification review is assessing how well the planning partners in the area have addressed corrective actions and recommendations from the previous certification review. This section identifies the corrective actions and recommendations from the previous certification and summarizes discussions of how they have been addressed.

2021 Recommendation 1 - Transit - Agreements: It is recommended that OKI update its planning agreement(s) with Ohio public transportation agencies to include the City of Cincinnati as a public transportation operator.

<u>Disposition</u>: Completed.

2021 Recommendation 2 - Transit - Transit Planning: It is recommended that OKI work with FTA, ODOT and the transit operators to identify a process to ensure that all parties: 1) have an accurate accounting of available and lapsing transit funding at the beginning of each federal fiscal year; and 2) document the completion status of projects awarded with federal funds from both FTA and FHWA on an annual basis. Having a current snapshot in these areas should influence how funds formula funds are allocated to better reflect the near-term capital and operating needs of transit operators and impact “history of performance” considerations in the OKI project selection process with respect to funds that are transferred from FHWA to FTA. Consideration should be given to incorporate this process into the one used to gather information for the annual listing of obligated projects.

<u>Disposition</u>: A new recommendation (Recommendation #2 - Transit - Reduce Lapsed Fund Risk) in this current review cycle has been issued to assist support continued progress.

APPENDIX C – MPO WRITTEN RESPONSES TO PRELIMINARY TRANSIT QUESTIONS

1) **OKI is the designated recipient of FTA formula funds for the Cincinnati urbanized area. Please outline OKI staff's direct involvement with the annual formula allocation process.**

OKI is the designated recipient of FTA Section 5310 funds. OKI is not the designated recipient of FTA 5307 and 5339 formula funds. The designated recipients are BCRTA, CTC, SORTA, TANK and WCTS. Effective in 2020, the City of Cincinnati became a direct recipient. In 2021, OKI facilitated a revised federal funding agreement among the six parties.

a) **As the designated recipient, what steps have been taken since the last certification review's recommendation to ensure appropriate funding levels are set annually for all transit agencies in the urbanized area.**

i) **What methodology is used to allocate funds?**

In 2021, OKI facilitated and coordinated a revised federal funding agreement between BCRTA, the City of Cincinnati, CTC, SORTA, TANK, and WCTS. The six parties agreed to allocate the Section 5307, 5339, and any other formula-based Cincinnati UA federal funds, excluding Section 5310 or competitive discretionary programs, according to the federal funding formula, as reported annually in the Federal Register. The agreement included new provisions to incent timely obligation and expenditure of funds. All recipients must report and certify unobligated and unexpended balances for all federal grant programs annually by March 1. Unobligated funds more than three years after appropriation and unexpended funds more than five years after appropriation will be removed from the subject transit system's current draft apportionment and redistributed to the other UA recipients.

ii) **Prior to the FFY24 allocations, when was the last time the methodology was updated?**

The revised 2021 federal funding agreement was utilized for the FY2022, 2023 and 2024 funding allocations. As noted above, the agreement requires an annual review of unobligated and unexpended balances for all federal grant programs which informs each new annual UA split.

b) **Are agencies trading formula funds after the initial allocation? If so, please explain why.**

Corrections and redistributions shall not be executed more once per federal fiscal year. The recipients agreed to implement any transfers only via the current year split.

c) **Using the current Federal fiscal year as an example, please outline the steps taken for the designated recipient to set funding levels for the individual transit agencies when FTA's apportionments notice was published. Steps should include:**

i) **Date when action started.**

FTA announced FY2024 apportionments on 4/4/24. In April, and in keeping with past practice, SORTA began working on the split calculations. On 5/16/24 SORTA provided the draft splits to the recipients and OKI. Final concurrence on the FY24 split was received on 6/27/24. The final split letter was sent to FTA on 7/10/24.

ii) **Dates each transit agency approved the funding levels.**

Concurrence was received on the following dates: SORTA 5/30/24, BCRTA 5/30/24, Cincinnati 5/30/24, TANK 5/30/24, WCTS 5/30/24, CTC 6/27/24.

d) **As of August 30, 2024 no FFY24 5307 and 5339 funds were awarded in a grant to the transit partners; please explain why.**

Grantees cannot officially submit a grant until after the final split letter is delivered to the regional FTA office (in this case, 7/10/24). Grantees began submitting grants shortly thereafter and should be making their way through the system. Anecdotally, SORTA's FF24 formula grant was executed in September 2024.

e) **Clermont Transportation Connection (CTC) was not allocated any FFY24 FTA funding; please explain why.**

CTC has a history of challenges obligating and spending formula funds in a timely manner. During the annual review of funding balances, it was noted that CTC had a healthy balance of FFY23 5307 funds. Therefore, CTC and the UA partners agreed to not allocate more formula funding to CTC in FFY24. CTC agreed to this approach/split in June 2024.

2) **Multiple transit agencies throughout the Cincinnati urbanized area are taking on facility projects. What coordination takes place between the MPO and respective transit agencies to ensure a 3C perspective when facility locations are selected?**

Plans for major new transit facilities are included in OKI's 2050 MTP. These facilities include the SORTA Bond Hill and Queensgate Garages, and SORTA North College Hill and Walnut Hills Transit Center; and the BCRTA Moser Court Facility Renovation/Expansion, Oxford Multimodal Facility, and the Middletown Transit Hub. As funds are identified, all or phases of these facility projects are added to the TIP in accordance with OKI's public involvement process. Other minor facility upgrades may not be specifically listed in the 2050 MTP but are consistent with the MTP goals of maintaining existing infrastructure and supporting multimodal transportation. Additionally, OKI hosts the Regional Transit Collaborative where all the transit providers in the region meet regularly to discuss upcoming plans, projects, initiatives, needs, best practices, and opportunities for collaboration.

3) **When additional transit funding was provided to transit agencies by FTA during the COVID-19 pandemic, funding levels were established by OKI. For example, Southwest Ohio RTA (SORTA) was allocated $34,156,781 in CARES Act funding. SORTA's last drawdown of those funds occurred on July 21, 2020. CTC was allocated $3,976,942 and as of August 30, 2024 $976,417 (25%) remains undisbursed.**

a) **What methodology was used to allocate the stimulus funding?**

The allocation of stimulus funding followed the existing UA agreement and utilized the same methodology as the annual allocation (federal funding formula).

b) **Please provide an explanation of why the funding levels were set so some transit agencies immediately drew down funding, but other agencies still have undispersed funding.**

This question is posed in hindsight. It was unknown at that time of allocation exactly what financial burdens each agency would face, when they would face those burdens, and what respective strategies their leadership/boards would support for drawing down the funds. Each of the UA agencies relied on different local funding sources and have different governing bodies. Therefore, in 2020, the existing agreed upon allocation methodology was used. That being said, in 2021, the UA partners updated the agreement and included new provisions to incentive timely obligation and expenditure of funds. All recipients must report and certify unobligated and unexpended balances for all federal grant programs annually by March 1. Unobligated funds more than three years after appropriation and unexpended funds more than five years after appropriation will be removed from the subject transit system's current draft apportionment and redistributed to the other UA recipients.

c) **Please provide an explanation of why Warren County was originally allocated CARES Act funding but ended up not receiving CARES Act funding. How did that decision align with the allocation methodology?**

Warren County decided to decline CARES Act funding. This decision was made after the original allocation.

d) **How has stimulus funding impacted each transit agency's ability to spend its regular formula funding?**

With the exception of CTC, the other systems in the UA have continued to obligate and spend their formula funding in a timely manner. As noted above, CTC and the UA partners agreed to not allocate more formula funding to CTC in FFY24. CTC agreed to this approach/split in June 2024.

4) **After CARES Act funding was provided to transit agencies, two further laws were enacted to provide additional assistance to transit agencies. CTC was originally allocated \$2,801,666 in CRRSAA funding and another \$5,055,027 in ARP funding even though its CARES Act grant to fund operations had a closeout milestone of December 31, 2025. CTC stated its desire to FTA and the Cincinnati transit agencies to use the CRRSAA and ARP funding for the construction of a new transit facility.**

a) **What methodology was used to allocate the stimulus funding (i.e., was it the same funding allocation methodology utilized for CRRSAA and ARP or different; if different please provide details)?**

The allocation of stimulus funding followed the existing UA agreement and utilized the *same methodology as the annual allocation (federal funding formula).*

b) Did other transit agencies in the urbanized area not have a need to use CTS's CRRSAA and ARP funding for their own operations?

This question is posed in hindsight. It was unknown at that time of allocation exactly what financial burdens each agency would face over the coming months and years, when they would face those burdens, and what respective strategies their leadership/boards would support for drawing down the funds. Each of the UA agencies relied on different local funding sources and have different governing bodies.

c) With no further stimulus funding on the horizon, does OKI project a transit "fiscal cliff" in the urbanized area?

Each system has very different fiscal profiles. There are certainly unique challenges based on local ridership, driver shortages, and local funding. TANK is proposing some service and fare changes in response to funding challenges. For SORTA, the agency passed a sales tax levy in 2020, has growing ridership (117% of pre-pandemic levels), has a solid 10-year operating plan that includes system growth (including two BRT corridors), and is not facing a fiscal cliff. We expect some ongoing challenges for MTS, BCRTA, CTC and WCTS regarding driver pay and availability but each seem to be well prepared to adjust business models as necessary.

5) Describe the planning process OKI utilizes to identify projects for the MTP and select transit projects from the MTP to incorporate into the TIP.

a) Page 2-8 of the TIP states that each transit agency in the urbanized area develops and executes its own TAM plan. The TAM final rule affords Tier II recipients (i.e., operators with less than revenue 100 vehicles across all fixed route modes) the opportunity to participate in a Group TAM Plan. Why have operators in Butler, Clermont and Warren counties elected not to participate in a Group TAM Plan?

Those agencies in Butler (Butler County Regional Transit Authority), Clermont (Clermont Transportation Connection), and Warren (Warren County Transit Service) counties elected to develop their own TAM Plans, therefore, do not need to participate in the Tier II Group TAM Plan developed by OKI.

b) What coordination takes place between the MPO and the individual transit agencies when the transit agencies share TAM and transit safety information to the MPO? For example, is there coordination on which projects to program into OKI's MTP and TIP? Does the MPO offer a regionwide perspective on what projects are being offered by the individual transit agencies?

Asset management is closely related to system preservation, which is part of the OKI Project Prioritization Process. Safety is universally across modes also part of the OKI process. The agencies suggest projects for the MTP and TIP. OKI Staff apply the scoring process in both cases to arrive at a draft list of recommended projects. The public, the ICC and the Board of Directors determine the final recommendations. OKI staff relies on the transit agencies to know their system needs and bring forth projects most suitable *for them.*

c) **How do the respective TAM plans inform project prioritization in the TIP and MTP?**

Asset management is reflected in the project prioritization process for all modes and is very similar for both the MTP and TIP. Points are awarded on a scale of 0 – 10 for facility type, ridership impact, impact on safety and security, existing asset physical condition, and geographic scope.

d) **How does each transit agency's TAM plans inform OKI's targets in MTP and TIP?**

OKI understands that maintaining the existing system will positively impact a range of metrics including state of good repair, safety and mobility. Collectively, consistent investment in good projects will improve the overall transit system. There is not a direct link to TAMs and targets beyond knowing that addressing asset management items will improve the probability of meeting the targets.

e) **Please provide the latest metropolitan planning agreement between OKI and the individual transit agencies. If the document does not describe how information is shared between the MPO and transit agencies, please describe that separately.**

The Memorandum of Agreement between OKI and each transit agency can be found in the appendix of the FY 2024 Unified Planning Work Program (UPWP) (https://www.oki.org/wp-content/uploads/2024/09/FY24-UPWP-Final.pdf), beginning on page 286. An updated MOU is underway by ODOT, working with OKI and the public transit agencies. FHWA and FTA have a copy of the draft. We expect this to be signed in the next several weeks or sooner.

f) **For the MTP approved in June 2024, how does the MTP address transit performance measures and progress toward meeting transit targets? Please provide references to where transit asset management and transit safety performance measures and targets can be found on the MTP website.**

Regional Public Transportation Performance Measures and Targets for both Tier I and Tier II can be found in the Impacts Section of the OKI 2050 MTP Update (https://2050update.oki.org/supporting-performance-goals/). In collaboration with Butler County Regional Transit Authority (BCRTA), Clermont Transportation Connection (CTC), Southwest Ohio Regional Transportation Agency (Metro), Transit Authority of Northern Kentucky (TANK), and Warren County Transit Service (WCTS), regional Tier I targets for rolling stock, equipment, facilities, and infrastructure were updated in 2022, as part of Resolution OKI 2022-23. Tier II targets for rolling stock and equipment were also updated in 2022, as part of the OKI Tier II Group TAM Plan (https://www.oki.org/wp-content/uploads/2023/10/OKI-Group-TAM September-2022.pdf), which was also included in Resolution OKI 2022-23. Transit safety performance targets can be found in Chapter 2 of the FY 2024-2027 TIP (https://www.oki.org/wp-content/uploads/2024/06/FINAL-OKI-FY24-27-TIP-6-13-24.pdf).

6) **Now that CTC has exchanged its CRRSAA and ARP funding to Butler County RTA (BCRTA) and SORTA for 5307 formula funding, the CTC transit facility is now in the OKI TIP (PID 118745).**

   a) **Describe the planning process employed to place this project on the TIP, including where in the planning process this project originated (e.g., CTC TAM plan, UPWP, MTP) and how the public was engaged based on OKI's Public Participation Plan.**

      Planning and Design funds for the CTC transit facility (PID 118745) were amended into the TIP by OKI Resolution on 2/9/23. Construction funds were amended into the TIP by OKI Resolution on 9/14/23. The Amendments followed OKI's Public Participation Plan procedures for TIP Amendments.

   b) **Why is this project not listed on the "Recommended OKI 2050 MTP Update Project List"? The MTP Recommended Projects webpage states: "This list is exclusive of projects in the OKI Transportation Improvement Program (TIP)". What does that statement mean?**

      Typically, projects that are considered maintenance or maintain existing operations are not explicitly listed in OKI MTP. However, those projects are included as part of the fiscal constraint determination. The CTC facility provides a vehicle garage and office space. It does not have a significant impact on transit service. The "Recommended OKI 2050 MTP Update Project List" does not include projects, or project phases, that have committed funding in the OKI TIP. The TIP is included in the MTP by reference.

   c) **What level of priority is this project rated in the CTC TAM plan?**

      CTC did not prioritize the project in their TAM plan. At that time the funds were still listed as stimulus funds, not 5307. CTC has indicated that the new facility will be a high priority in the TAM plan update.

APPENDIX D – PUBLIC COMMENTS

1. Comment from Metro Representative - COVID changed everything and expose transit issues and into the future. OKI has been very important helping transit. Ridership increased thanks to partnership with FTA Region 5 and OKI.
2. Comment from an attendee - the information received from OKI is tremendous as well as the partnership. OKI's traffic study on I-75 was noted as important for them.
3. FHWA asked if attendees have had opportunity to participate in OKI's planning processes.
   - Metro responded - Yes.
   - Another attendee complimented OKI and made an inquiry about speed limits.
4. Metro Representative added that OKI staff are positively amazing, providing extremely valuable data and information allowing for more efficient transit planning, and as a result they are now the 2nd largest provider in Ohio - thank you to OKI.
5. FHWA asked if anyone sits on OKI boards and experience.
   - Metro, yes. It's been amazing.
   - Other attendee - It's been a challenge to educate new members with turn overs.
   - Other attendee - yes, it's a fantastic experience. They sit on committees and Board. Changes in the Board can hurt consistency, but OKI does great bringing new members on.
6. Transit Authority of Northern Kentucky (TANK) Representative: OKI has been helpful in navigating the system, is stable, consistent, educating new staff, is a helpful and reliable resource.
7. Comment from an attendee - OKI is an amazing partner that helps with grants and has amazing staff. OKI also thinks regionally for every state.
8. FHWA asked if anyone else in room not on board or OKI staff.
   - North College Hill representative - Just getting familiar with process. Thank you to OKI - I am more enthusiastic after this meeting.
   - Engineering Firm representative - OKI has been amazing partner. OKI treats both sides of the river equally.
9. Metro Representative - Thank you again to OKI and for the help on College Hill rollout.
10. Comment from an attendee - stated they attend other meetings, boards and chamber of commerce meetings and OKI is always present and represents themselves well.
11. Metro Representative - Again, we love FTA Region 5.

APPENDIX E - LIST OF ACRONYMS

ADA: Americans with Disabilities Act
AMPO: Association of Metropolitan Planning Organizations
CAA: Clean Air Act
CFR: Code of Federal Regulations
CMP: Congestion Management Process
CO: Carbon Monoxide
DOT: Department of Transportation
FAST: Fixing America's Surface Transportation Act
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HSIP: Highway Safety Improvement Program
ITS: Intelligent Transportation Systems
LEP: Limited-English-Proficiency
M&O: Management and Operations
MAP-21: Moving Ahead for Progress in the 21st Century
MPA: Metropolitan Planning Area
MPO: Metropolitan Planning Organization
MTP: Metropolitan Transportation Plan
NAAQS: National Ambient Air Quality Standards
NO_2: Nitrogen Dioxide
O_3: Ozone
PM_{10} and $PM_{2.5}$: Particulate Matter
SHSP: Strategic Highway Safety Plan
STIP: State Transportation Improvement Program
TDM: Travel Demand Management
TIP: Transportation Improvement Program
TMA: Transportation Management Area
U.S.C.: United States Code
UPWP: Unified Planning Work Program
USDOT: United States Department of Transportation

Report prepared by:

FHWA Ohio Division Office

200 North High Street, RM 328

Columbus, OH 43215

(614) 280-6896

AGREEMENT BETWEEN THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS AND THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS

The Ohio-Kentucky-Indiana Regional Council of Governments, (AGENCY), created pursuant to Section 167 of the Ohio Revised Code, having its principal office at 720 East Pete Rose Way, Cincinnati, Ohio 45202 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223. ODOT and AGENCY may be periodically referred to throughout this Agreement singularly as a "party" and collectively as the "parties". The parties agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to implement 23 United States Code (U.S.C.) §134 and 49 U.S.C. §5303, as may be amended, requiring designation of a Metropolitan Planning Organization (MPO) for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas and for such MPO to conduct a continuing, cooperative, and comprehensive urban transportation planning process, including corridor and subarea studies, for the metropolitan area, hereinafter referred to as the "PROCESS". The PROCESS is to result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. It is the intent of the parties hereto that the PROCESS shall be carried forward on a continuing basis.

SECTION II: DEFINITIONS *(See Code of Federal Regulation (2 C.F.R. §200.1) unless otherwise indicated)*

1. ***Assistance Listings***: the publicly available listing of Federal assistance programs managed and administered by the General Services Administration (GSA) at SAM.gov.

2. ***Assistance Listing Number (ALN)***: a unique number assigned to identify an Assistance Listing.

3. ***ALN Program Title***: the title that corresponds to the Assistance Listing number.

4. ***Federal Agency***: an "agency" as defined at 5 U.S.C. §551(1) and further clarified by 5 U.S.C. §552(f). The term generally refers to the agency that provides a Federal award directly to a recipient unless the context indicates otherwise.

5. ***Federal Award Date***: the date when the authorized official of the Federal agency signed (physically or digitally) the Federal award or when an alternative, consistent with the requirements of 31 U.S.C. §1501, is reached with the recipient.

6. ***Pass-Through Entity***: a recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.

7. ***Period of Performance***: the time interval between the start and end date of a Federal award, which may include one or more budget periods. Identification of the period of performance

in the Federal award consistent with 2 C.F.R. §200.211(b)(5) does not commit the Federal agency to fund the award beyond the currently approved budget period.

8. ***Subrecipient***: an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

9. ***Unique Entity Identifier:*** the universal identifier assigned by SAM.gov to uniquely identify an entity. A subrecipient must have an active registration in SAM to do business with the Federal Government. 2 C.F.R. §25.400.

SECTION III: MPO DESIGNATION

ODOT, acting on behalf of Ohio's Governor, has designated the Board of Directors of the AGENCY as the MPO for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas. The Board of Directors is hereby delegated the authority and responsibility for the direction, coordination, and administration of the PROCESS. Consistent with 23 Code of Federal Regulations (CFR) Part 450.310(d), the Board of Directors shall be comprised of local elected officials and officials of public agencies who administer or operate major modes of transportation in the metropolitan area including representation by providers of public transportation within the "AREA" (as defined below in Section V) and ODOT, as enumerated in an AGENCY PROSPECTUS.

This Board of Directors, as the forum for cooperative transportation decision making, shall be comprised of at least 51% locally elected officials.

The Board of Directors shall be assisted by a Technical Advisory Committee comprised as enumerated in the AENCY PROSPECTUS.

SECTION IV: SUBRECIPIENT DESIGNATION

The AGENCY is hereby designated as the SUBRECIPIENT of the Federal funds awarded by this SUBAWARD GRANT AGREEMENT.

SECTION V: MPO BOUNDARY

The parties agree that in Ohio, the conduct of the PROCESS will be for all of Butler, Clermont, Hamilton, and Warren (excluding the cities of Carlisle, Franklin, and Springboro, and Franklin Township) counties, including the incorporated municipalities therein, which are hereinafter collectively referred to as the "AREA". The AREA may be modified by mutual consent of the parties. At a minimum, without need for additional written consent of the parties, the AREA will consist of the Urbanized Area as defined by the U.S. Bureau of the Census and the contiguous geographic area(s) likely to be urbanized within the twenty year forecast period covered by the Transportation Plan (23 C.F.R. Part 450.312(a)), except as may be located within the jurisdiction of another MPO. The AGENCY shall prepare an official map of the AREA for approval by the Board of Directors and shall submit said map to ODOT.

SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year (June 30th) any unexpended balance of U.S. DOT Federal Metropolitan Planning Funds (PL) (49 U.S.C. §5303), or State Planning and Research Funds (SPR), and any associated state matching funds allocated by ODOT, may be carried forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through December 31st of the new state fiscal year. On January 1st of each year, the unexpended balance of any prior year U.S. DOT (49 U.S.C. §5303), PL, or SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the December 31st deadline, by January 31st.

SECTION VII: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

Annually, the AGENCY shall prepare a WORK PROGRAM and budget describing the planning process and program activities to be performed under this Agreement, with the cost relating to individual work elements and the source of funding thereof. Such WORK PROGRAM and budget shall be approved by the Board of Directors, ODOT, and other state and federal agencies as necessary, prior to July 1st of each fiscal year, in accordance with ODOT's MPO Administrative Manual, as may be modified. The WORK PROGRAM, budget and any updates, which can be found at https://extranet.dot.state.oh.us/divisions/Planning/plan/STIP/default.aspx, are made a part hereof and incorporated by reference as if fully rewritten herein.

Specifically, the WORK PROGRAM and budget shall record the AGENCY's progress in developing and keeping current the following items, as further described in 23 C.F.R. Part 450 and 490, as may be amended:

1. An AGENCY PROSPECTUS describing the AGENCY's organizational structure, committee bylaws, and the work to be performed in the conduct of the PROCESS. The AGENCY PROSPECTUS shall document the interagency agreements and describe the respective agency roles and responsibilities for conducting the PROCESS and transportation related air quality planning.

2. A Transportation Plan, with a minimum 20-year planning horizon, resulting from the PROCESS.

3. A Transportation Improvement Program, with a 4-year regional project listing, resulting from the PROCESS.

4. A Participation Plan that provides reasonable opportunities for interested public and private parties to participate in the PROCESS.

5. A Congestion Management Process in Transportation Management Areas (urbanized areas exceeding 200,000 in population).

6. A periodic reporting of events, developments, and accomplishments resulting from the PROCESS.

7. In cooperation with ODOT, implementation of a performance-based PROCESS to include transportation programming and performance metrics.

SECTION VIII: COORDINATION

The AGENCY shall secure agreements of cooperation with the county(ies), all incorporated municipalities, and the operators of publicly owned transit services, within the AREA for carrying forward the PROCESS. In the event that there is an unwillingness on the part of any of these entities to participate in the continuation of the PROCESS, a determination shall be made by the parties as to whether the percentage of the AREA or population affected is such as to negate an effective PROCESS for the entire AREA; such determination will be submitted by ODOT to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for concurrence.

The AGENCY, ODOT, and the providers of public transportation have agreed upon their mutual responsibilities in carrying out the metropolitan transportation planning process as written in a Memorandum of Understanding (MOU) Concerning the Metropolitan Transportation Planning Process. This MOU includes specific provisions for the development of the planning products and services listed above in Section VII.

The AGENCY will make provisions for operators of other major modes or systems of transportation (airports, maritime ports, rail operators, freight operators) operating within the AREA, to participate in the PROCESS.

In areas designated as nonattainment or maintenance for mobile source pollutants under the Clean Air Act, the AGENCY shall secure agreements with affected state and local agencies describing the respective roles and responsibilities for addressing transportation related air quality planning in the performance of the PROCESS and determining the transportation conformity of the MPO Transportation Plan and Transportation Improvement Program, in accordance with the U.S. EPA Conformity Rule (40 C.F.R. Part 93).

The AGENCY acting for itself and as agent for the county(ies) and each of the incorporated municipalities within the AREA shall continue the PROCESS for the AREA in conformance with the approved urban transportation planning AGENCY PROSPECTUS and WORK PROGRAM describing the continued treatment of the elements of the PROCESS, both of which are made a part hereof, and incorporated by reference as if fully rewritten herein, or as the same may be modified by the AGENCY with the prior approval of the ODOT in accordance with this Agreement.

SECTION IX: PERIOD OF PERFORMANCE

The work under this Agreement shall commence on July 1, 2025 and will terminate on June 30, 2027. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

This Agreement and any renewal thereof is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to ODOT for the purposes of this Agreement, and to the certification of funds by the Ohio Office of Budget and Management, as required by O.R.C. §126.07. If ODOT determines that sufficient funds have not been appropriated for the purposes of this Agreement, or if the Ohio Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

SECTION X: TERMINATION

This Agreement may be terminated by any party to this Agreement upon written notice to all other parties. Any such written notice of termination shall include the terminating party's reason(s) for electing to terminate this Agreement, and the terminating party shall send such written notice of termination by certified U.S. Mail, return receipt requested, not less than ninety (90) days prior to the effective date of termination.

If it appears to ODOT that the AGENCY has failed to perform any of the requirements of this Agreement, or that the AGENCY is in violation of a specific provision of this Agreement, ODOT may provide the AGENCY with notice of the failure to perform of the violation and shall provide a thirty (30) day period from the date of the notice to cure any and all defaults under this Agreement. During the thirty (30) day cure period, the AGENCY shall incur only those obligations or expenditures which are necessary to enable the AGENCY to continue its operation and achieve compliance as set forth in the notice.

In the event the AGENCY fails to cure any and all defaults under this Agreement, ODOT shall provide notice of termination to the AGENCY. In the event of termination under this Article, the AGENCY shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

In the event of termination under this Article, the AGENCY shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the AGENCY shall not exceed the total amount of consideration stated in this Agreement. In the event of suspension or termination, any payments made by ODOT in which services have not been rendered by the AGENCY shall be returned to the state.

SECTION XI: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section VII shall determine the total compensation to be reimbursed by ODOT to the AGENCY for professional and technical services in accordance with the terms and conditions specified in this Agreement. Prior to the beginning of each fiscal year, the WORK PROGRAM and budget shall be provided to ODOT and other necessary state and federal agencies for their approval. Upon receipt of the WORK PROGRAM and budget, ODOT will determine the degree of eligibility for ODOT participation in the cost of various work elements.

The AGENCY shall obtain and provide the local funds to finance its share of the work contemplated by this Agreement. The AGENCY shall initially pay all costs of the work performed.

Reimbursement for the AGENCY's WORK PROGRAM expenses financed through this Agreement will be based on AGENCY initiated costs incurred invoices. The AGENCY shall submit periodic billings, not more frequently than monthly, to ODOT for reimbursement for those charges that are eligible for reimbursement in accordance with ODOT's MPO Administration Manual, ODOT's MPO Contract Audit Circulars, and 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, each as may be modified. Said Standard Operating Procedure and MPO Contract Audit Circulars in 2 C.F.R. Part 200 are made a part hereof and incorporated by this reference as if fully rewritten herein.

For the purposes of the WORK PROGRAM:

(A) ***Direct Labor Costs*** do not include any type of paid leave or fringe benefits. Direct labor costs must be supported by personnel activity reports maintained in accordance with 2 C.F.R. Part 200.

(B) ***Fringe Benefits Costs*** are considered overhead expenses and include employee paid leave as well as other fringe benefits costs. Fringe benefits costs are allocable to direct labor and indirect labor.

(C) ***Indirect Costs*** include indirect labor, indirect labor fringe benefits, and other allocable agency indirect costs.

(D) ***Other Direct Costs*** include direct expenses necessary to implement the program as provided for in the Scope of Work and Budget, and do not include costs defined in other categories. Other direct costs are based upon actual expenses incurred during the program period.

Any fringe benefit and/or indirect costs rates charged by the AGENCY during the period of performance of this Agreement must be in compliance with a separately executed FRINGE BENEFIT AND INDIRECT COST RATE AGREEMENT between ODOT and the AGENCY.

ODOT shall process the AGENCY's invoices within thirty (30) days, following submission and shall be obligated to pay the AGENCY that amount determined by ODOT to be eligible for payment. If the invoice submitted to ODOT contains a defect or impropriety, ODOT shall send written notification to the AGENCY within fifteen (15) days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If ODOT sends such written notification to the AGENCY, the required payment date shall be thirty (30) days after ODOT receives a proper invoice.

ODOT shall initially pay all costs of the work performed that are incurred by ODOT and may, owing to the multi-funding sources, directly invoice the AGENCY for the cost of services provided by ODOT for expenses within the approved WORK PROGRAM, in accordance with the terms and conditions specified in this Agreement.

In no instance shall reimbursement payments for the cost of the work to be performed exceed the maximum cost shown in the approved WORK PROGRAM and budget without prior written approval of ODOT. Any expenditure in excess of the budget, without prior written approval from ODOT, will be the exclusive responsibility of the AGENCY.

No expenditure shall be included in the cost of the work performed and no part of any funds reimbursed to the AGENCY shall be used by the AGENCY for expenditures or charges that are (1) contrary to the provisions of this Agreement, (2) not directly related to the work performed, (3) incurred without the consent of ODOT, or (4) after written notice of the suspension or termination of any or all of the AGENCY's obligations under this Agreement.

In the event that funding generally made available to ODOT by the U.S. DOT is limited either in scope or magnitude, ODOT reserves the right to mutually negotiate with the AGENCY a revision to this Agreement as an alternative to termination.

SECTION XII: AUDIT

The AGENCY shall have an independent financial statement audit performed on an annual basis in accordance with 31 U.S.C. Chapter 75, the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and ODOT's MPO Contract Audit Circulars, each as may be modified, and any other applicable regulation. Completion or termination of this Agreement shall not alter this obligation.

SECTION XIII: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audits of the work performed under this Agreement and any records in support of the work performed. This will include provision for office space for ODOT's representative. The AGENCY shall include in all its subcontracts under this Agreement a provision that ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three (3) years from the final payment under this Agreement.

SECTION XIV: PERSONNEL

The AGENCY agrees to establish a Transportation Section and agrees that all services required in the approved WORK PROGRAM will be performed by the AGENCY or by its contractors or consultants. The AGENCY represents that it has, or will secure, all personnel required to perform the services under this Agreement. The AGENCY shall submit a listing of such personnel, salary ranges, and person-hours allocated to each work element in the approved WORK PROGRAM and budget to ODOT. None of the AGENCY's personnel, nor any of its contractors or consultants may be current employees of ODOT.

SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

The AGENCY's progress in completing the WORK PROGRAM will be monitored through annual AGENCY progress reports. Each progress report shall include a narrative description and financial expenditure summary for each work element in the approved WORK PROGRAM and budget. ODOT and the U.S. DOT will review the progress reports to assure the AGENCY is making satisfactory progress toward meeting the WORK PROGRAM commitments to justify reimbursement payments. If the progress reports demonstrate the AGENCY is not satisfactorily advancing a WORK PROGRAM product or activity, ODOT will notify the AGENCY in writing and work with the AGENCY to identify corrective actions. The AGENCY will have thirty (30) days from the date of ODOT's written notification to begin good faith efforts to correct the deficiency. Whenever ODOT and the AGENCY are unable to agree on corrective actions, and the situation is such, in the opinion of ODOT, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by the AGENCY, ODOT may withhold funds until the AGENCY takes corrective actions deemed acceptable to ODOT.

Publication of reports is limited to those shown in the approved WORK PROGRAM unless otherwise authorized by ODOT or the U.S. DOT and only after satisfactory resolution of all comments made by these agencies. Acknowledgment of the cooperative effort of appropriate parties shall be made in each report; for example, "Prepared in cooperation with the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, the Ohio Department of Transportation, and local communities." A disclaimer statement, where appropriate and requested by ODOT, shall also be included; for example, "The contents of this report reflect the views of the AGENCY/author, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view and policies of ODOT and/or the U.S. DOT. This report does not constitute a standard, specification, or regulation."

The foregoing limitations are not applicable to dissemination of data necessary to perform a service function of the AGENCY. Such dissemination of data shall be made in accordance with the AGENCY's established policy contained in the approved WORK PROGRAM.

The AGENCY shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created under or in connection with this Agreement. The AGENCY agrees to grant to ODOT and the U.S. DOT a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the AGENCY purchases ownership for this Agreement.

The patent rights provisions of 35 U.S.C. §1 et seq., and C.F.R. Title 37 regarding rights to inventions are made a part hereof and incorporated by this reference as if fully rewritten herein.

SECTION XVI: NON-DISCRIMINATION

To effectuate compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) as amended, the following notice to the AGENCY regarding federal aid recipients applies.

During the performance of this Agreement, the AGENCY for itself, its assignees and successors in interest agrees as follows:

1. AGENCY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (forty (40) years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (forty (40) years or older), sexual orientation, or military status (past, present, or future).

   AGENCY agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. ODOT may monitor the AGENCY's compliance with Title VI.

3. <u>Compliance with Regulations</u>: The AGENCY (hereinafter includes consultants) will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT, 49 C.F.R. Part 21, as amended, (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4. <u>Nondiscrimination</u>: The AGENCY, with regard to the work performed by it after the execution of this Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (forty (40) years or older), disability, low-income status, or limited English proficiency in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The AGENCY will not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. 21.5 including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.

5. Solicitations for Contracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by the AGENCY of the AGENCY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (forty (40) years or older), disability, low-income status, or limited English proficiency.

6. Information and Reports: The AGENCY will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA, or FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.

7. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:

   a. withholding of payments to the AGENCY under the Agreement until the AGENCY complies, and/or
   b. cancellation, termination, or suspension of the Agreement, in whole or in part.

8. Incorporation of Provisions: The AGENCY will include the provisions of paragraphs one (1) through nine (9) in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The AGENCY will take such action with respect to any contracts or procurement as ODOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the AGENCY becomes involved in, or is threatened with, litigation with a contractor, consultant, or supplier as a result of such direction, the AGENCY may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the AGENCY may request the United States to enter into such litigation to protect the interest of the United States.

9. During the performance of this Agreement, the AGENCY, for itself, its assignees, successors in interest, and consultants (hereinafter referred to as the "AGENCY") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. §324 *et seq.*) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 C.F.R. Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. §§471 and 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. §1681 *et seq*.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. §§4301-4333) (prohibits discrimination on the basis of present, past or future military service).
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000 ff)

SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the AGENCY that disadvantaged businesses, as defined by 49 C.F.R. Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure nondiscrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The AGENCY and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the AGENCY in a nondiscriminatory environment.

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation) in the performance of this Agreement. AGENCY agrees to carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. AGENCY understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or, (4) disqualifying the AGENCY from future bidding as non-responsible.

SECTION XVIII: PROHIBITED INTEREST

AGENCY agrees that it has read and will comply with 23 C.F.R. 1.33, and O.R.C. §§2921.42 and 2921.43.

No member, officer, or employee of ODOT shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

No personnel of AGENCY who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODOT in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

SECTION XIX: INTEREST OF MEMBERS OF CONGRESS

No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

SECTION XX: DRUG-FREE WORKPLACE

The AGENCY agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The AGENCY shall make a good faith effort to ensure that all AGENCY employees, while working, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION XXI: CONDUCT, ETHICS AND INTEGRITY

The AGENCY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by O.R.C. §§102.03 and 102.04.

Further, the AGENCY agrees, by its signature hereto, that to the best of its knowledge, information, and belief, that it will not engage or otherwise employ or utilize or award contracts to contractors or consultants that, or have principals who:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or AGENCY;

2. Within a three (3) year period immediately preceding the date on which this Agreement was executed, have been convicted of or had a civil judgment against them for commission of fraud or a felony offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any felony;

4. Within a three (3) year period immediately preceding the date on which this Agreement was executed, have had one (1) or more public transactions terminated for cause or default; and

5. Have a conflict of interest as covered in 23 C.F.R. 1.33, and O.R.C. §§2921.42 and 2921.43.

The AGENCY certifies or affirms the truthfulness and accuracy of the contents of the statements submitted by this certification and understands the provisions of 31 U.S.C. §3801 *et seq*., are applicable thereto.

SECTION XXII: RESTRICTIONS ON LOBBYING

The AGENCY agrees to comply with the provisions of 31 U.S.C. §1352, which prohibit the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

The AGENCY certifies by its signature hereto that:

1. No funds appropriated by the United States have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into of any cooperative agreement, and extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.

2. If funds, other than those appropriated by the United States have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. The AGENCY's certification is a prerequisite imposed by 31 U.S.C. §1352, for making or entering into this Agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION XXIII: OHIO ELECTIONS LAW

The AGENCY affirms that, as applicable to it, no party listed in O.R.C. §3517.13 (I) or (J), or spouse of such party, has made, as an individual, within the two (2) previous calendar years, one (1) or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

SECTION XXIV: INDEMNIFICATION/HOLD HARMLESS

To the extent allowed by law, AGENCY shall indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which arise as a result of the services performed by the AGENCY, or its employees or agents which is in any way connected with or based upon the services rendered in performing this Agreement.

SECTION XXV: STATE AUDIT FINDINGS

AGENCY affirmatively represents to ODOT that it is not subject to a Finding for Recovery under O.R.C. §9.24, or that it has taken the appropriate remedial steps required under O.R.C. §9.24 or otherwise qualifies under that section. AGENCY agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

SECTION XXVI: DEBARMENT

AGENCY represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. §5513.06 or O.R.C. §125.25. If this representation is found to be false, this Agreement is void *ab initio* and AGENCY shall immediately repay to ODOT any funds paid under this Agreement.

SECTION XXVII: DISPUTES

The AGENCY agrees that all disputes concerning questions of fact in connection with the work and not otherwise disposed of by the specific terms of this Agreement or by mutual agreement among the parties hereto shall be resolved as follows:

The AGENCY shall notify ODOT in writing within sixty (60) days following any determination by ODOT which in the estimation of the AGENCY is in material conflict with facts concerning the subject matter. In such notification, the AGENCY shall present evidentiary matters as may support the AGENCY's position and shall request a review of said previous determination. Within a reasonable period of time, ODOT shall cause the circumstances and facts be reappraised for the purposes of redetermination.

The AGENCY hereby agrees that ODOT will decide such questions that may arise including, for example, the quality or acceptability of materials furnished and work performed, the rate of progress of the work, the acceptable fulfillment of the Agreement on the part of the AGENCY, matters concerning compensation, and all other matters in dispute relating to facts in connection with this Agreement and the services or work to be performed thereunder.

SECTION XXVIII: COMPLIANCE WITH LAWS AND PERMITS

The AGENCY shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules regulations, and orders of any public authority bearing on the performance of the Agreement, including but not limited to, the laws referred to in these provisions of the Agreement and the other Agreement documents. If the Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the AGENCY shall furnish to ODOT certificates of compliance with all such laws, orders, and regulations. AGENCY accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the AGENCY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

SECTION XXIX: COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, and each counterpart shall be deemed and considered an original instrument for any and all purposes.

SECTION XXX: CHANGE OR MODIFICATION

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

SECTION XXXI: GOVERNING LAW/SEVERABILITY

This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the AGENCY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

(The remainder of this page is left blank intentionally.)

SECTION XXXII: SIGNATURES

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered is such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS	**STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION**
By: Mark Policinski Mark Policinski (Mar 17, 2025 11:12 EDT)	By:
Mark R. Policinski Executive Director	Pamela Boratyn Director
Date: 03/17/2025	Date:

OKI 2025-08

RESOLUTION

**OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS**

WHEREAS, the Ohio-Kentucky-Indiana Regional Council is an eight-county regional planning agency and is comprised of representatives of the counties, all municipalities, and operators of transit services within the planning area;

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments' Board of Directors has previously been designated by the governor of Ohio as the Metropolitan Planning Organization (MPO) for the OKI Region;

WHEREAS, the designation of MPO requires that the Ohio-Kentucky-Indiana Regional Council of Governments conducts the urban transportation planning process (PROCESS);

WHEREAS, the PROCESS is to result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods: Now, therefore,

BE IT RESOLVED that the Executive Committee of the Ohio-Kentucky-Indiana Regional Council of Governments at its regular public meeting of March 13, 2025, hereby authorizes the Executive Director to execute and deliver an agreement with the Ohio Department of Transportation extending the designation of the Board of Directors as the MPO for the Cincinnati and Hamilton-Middletown urbanized areas through June 30, 2027, and enabling the Council to continue the PROCESS for the OKI region.

JOSH GERTH, PRESIDENT

03/13/25
rwk

AGREEMENT BETWEEN KENTUCKY TRANSPORTATION CABINET AND OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS URBAN TRANSPORTATION PLANNING; $716,000

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Ohio-Kentucky-Indiana Regional Council of Governments, a 501(c)(3) organization, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §104 authorizes planning funds to be appropriated for the purpose of carrying out the requirements of 23 U.S.C. §134 and these funds shall be made available by the CABINET to the metropolitan planning organizations designated by the Commonwealth of Kentucky as being responsible for carrying out the provisions of 23 U.S.C. §134; and

WHEREAS, the RECIPIENT is the designated metropolitan planning organization staff agency responsible for carrying out the provisions of 23 U.S.C. §134 for the Cincinnati-Northern Kentucky Urbanized Area; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the RECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the RECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of $572,800 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of $107,400 (15% Local share) and the CABINET will provide State funds in the amount of $35,800 (5% State share) for a total contract amount of $716,000 to carry out the PROJECT, defined as activities specified in the UPWP, for the period of July 1, 2024 through June 30, 2025; and

WHEREAS, the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope The RECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2024. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by June 30, 2025. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C., specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of metropolitan planning (PL) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed $572,800 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The RECIPIENT shall provide a 15% match and the CABINET shall provide a 5% match for a total contract amount of $716,000. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable monthly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 CFR Part 200. The RECIPIENT shall maintain property records for equipment costing over $5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance: This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies.* Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The RECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 CFR.

Section 7. Reporting and Records The RECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the RECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of project closure in FMIS, if applicable, or if not applicable, for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The

RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order

No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 CFR §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 18. Campaign Finance If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the RECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Debarment and Suspension A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act The RECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Boycott Provisions The RECIPIENT represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 24. Lobbying The RECIPIENT represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded. The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 25. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 26. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 27. Resolution If applicable, the RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the RECIPIENT and a copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 28. Severability In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

Mark Policinski
Mark Policinski (Apr 11, 2024 13:42 EDT)

EXECUTIVE DIRECTOR

DATE: 04/11/2024

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

DocuSigned by:
9DC832E7B94544E

SECRETARY, TRANSPORTATION CABINET

DATE: 6/13/2024

APPROVED AS TO FORM & LEGALITY

DocuSigned by:
Will Fogle
78ED024141D14BD

OFFICE OF LEGAL SERVICES TRANSPORTATION CABINET

DATE: 6/10/2024

Last updated: March 11, 2024

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Federal Funding Accountability and Transparency Act

*** AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED ***

1. SUB-AWARDEE

Name: Ohio-Kentucky-Indiana Regional Council of Governments
Address: 720 E. Pete Rose Way, Suite 420
Cincinnati, OH 45202

2. DUNS NUMBER	*Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:* ***http://fedgov.dnb.com/webform***
072864770	

3. CCR REGISTRATION (CAGE code)	*Unique 5 digit number issued by the Central Contractor Registration To obtain a CCR number (if your agency does not already have one) please access:* ***https://www.bpn.gov/ccr/default.aspx***
4HH58	

4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES		*All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria: A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually, and B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)*
NO- Does not meet both criteria A & B	No	If no, please skip to box 5
YES- Meets both criteria A & B		If yes, please fill out 1-5 with Executive name and compensation.

	Executive Name	Compensation
4.1		
4.2		
4.3		
4.4		
4.5		

5. PREPARED BY:	**DATE:**
Name: Katie Hannum Title: Director of Finance	4-11-2024

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

AGREEMENT BETWEEN KENTUCKY TRANSPORTATION CABINET AND OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS URBAN TRANSPORTATION PLANNING; $279,625

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Ohio-Kentucky-Indiana Regional Council of Governments, a 501(c)(3) organization, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §133 established a surface transportation program authorizing Federal funds to be appropriated for projects specified in 23 U.S.C. §133 and an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the RECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the RECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of $223,700 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of $55,925 (20% Local share) for a total contract amount of $279,625 to carry out the PROJECT, defined as Land Use Planning, Fiscal Impact Analysis, Regional Clean Air Program, and Rideshare Program activities specified in the UPWP, for the period of July 1, 2024 through June 30, 2025; and

WHEREAS, the PROJECT is part of the approved Cincinnati metropolitan planning organization's Transportation Improvement Program, if required, and the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope The RECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2024. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by June 30, 2025. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C., specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-Aid Surface Transportation Program Metropolitan Northern Kentucky (SNK) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed $223,700 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The RECIPIENT shall provide a 20% match for a total contract amount of $279,625. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable monthly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 CFR Part 200. The RECIPIENT shall maintain property records for equipment costing over $5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies.* Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The RECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 CFR.

Section 7. Reporting and Records The RECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the RECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of project closure in FMIS, if applicable, or if not applicable, for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 CFR §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 18. Campaign Finance If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the RECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Debarment and Suspension A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act The RECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Boycott Provisions The RECIPIENT represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 24. Lobbying The RECIPIENT represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded. The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 25. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 26. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 27. Resolution If applicable, the RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the RECIPIENT and a copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 28. Severability In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

Mark Policinski

EXECUTIVE DIRECTOR

DATE: 04/18/2024

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

DocuSigned by:

9DC832F7B94544E...

SECRETARY, TRANSPORTATION CABINET

DATE: 6/10/2024

APPROVED AS TO FORM & LEGALITY

DocuSigned by:

Will Fogle

78ED024141D14BD...

OFFICE OF LEGAL SERVICES TRANSPORTATION CABINET

DATE: 6/10/2024

Last updated: April 5, 2024

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Federal Funding Accountability and Transparency Act

*** AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED ***

1. SUB-AWARDEE

Name: Ohio-Kentucky-Indiana Regional Council of Governments

Address: 720 E. Pete Rose Way, Suite 420
Cincinnati, OH 45202

2. DUNS NUMBER 072864770	*Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:* ***http://fedgov.dnb.com/webform***
3. CCR REGISTRATION (CAGE code) 4HH58	*Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:* ***https://www.bpn.gov/ccr/default.aspx***
4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES	*All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:* *A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually, and* *B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)*

NO- Does not meet both criteria A & B	NO	If no, please skip to box 5
YES- Meets both criteria A & B		If yes, please fill out 1-5 with Executive name and compensation.

	Executive Name	Compensation
4.1		
4.2		
4.3		
4.4		
4.5		

5. PREPARED BY:	**DATE:**
Name: Katie Hannum Title: Director of Finance	4-18-2024

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

OKI 2024-10

RESOLUTION

**OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

**CONCERNING APPROVAL OF THE
OKI UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2025**

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments has prepared a Unified Planning Work Program for Fiscal Year 2025 in defining a scope of work to meet the needs of this region for which funding can be sought from the United States Department of Transportation, the State of Ohio, the Commonwealth of Kentucky, and the State of Indiana; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2025 has been reviewed by appropriate state and federal agencies; and

WHEREAS, Applicant is authorized by KRS 96A to apply for and accept grants of money to assist in the implementation of a transit system or for transportation planning in Boone, Campbell and Kenton; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2025 hereby certifies that all requirements of 23 CFR, Part 450 relating to the Metropolitan Transportation Planning Process have been met; Now, therefore;

BE IT RESOLVED, that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of April 11, 2024, hereby approves the OKI Unified Planning Work Program for Fiscal Year 2025.

JOSH GERTH, FIRST VICE PRESIDENT

rwk
04/11/24

FY2025 PLANNING SUPPORT FOR DEARBORN COUNTY

TRANSPORTATION PLANNING CONTRACT

A249-24-ON240071

This Contract ("Contract") is made and entered into as of the date of the Indiana Attorney General signature affixed to this Contract by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT") and the **Ohio-Kentucky-Indiana Regional Council of Governments,** acting by and through its proper officials (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

WHEREAS, the CONTRACTOR and INDOT desire to provide transportation planning assistance for regional areas in the State of Indiana under **Project Number 25P6098.**

WHEREAS, INDOT desires the CONTRACTOR to provide transportation planning support for regional planning organizations in non-metropolitan areas.

WHEREAS, INDOT is willing to pay the CONTRACTOR for planning work completed.

NOW THEREFORE, in consideration of the premises and the following mutually dependent covenants, the parties agree as follows:

ARTICLE 1
SPECIFIC PROVISIONS

1.1. Regulation

The parties shall comply with applicable provisions set forth in Title 23 of the U.S. Code, the regulations issued pursuant thereto, and the policies and Procedures of INDOT and the Federal Highway Administration relative to the Project.

1.2. Information and Scope

The CONTRACTOR agrees to conduct and complete the tasks and activities shown in Appendix A,which is herein attached and incorporated by reference.

1.3. Payment

The CONTRACTOR shall be paid a total amount not to exceed **$60,000.00.** INDOT reserves the right to reallocate the funds set aside for the carrying out of this Contract and to use such funds elsewhere upon the failure of the CONTRACTOR to perform any acts so required by this Contract. If, for any reason, INDOT is required to repay to the Federal Highway Administration the sum or sums of federal State Planning and Research ("SPR") funds paid through INDOT under the terms of this Contract, either in the form of the 80% federal grant or the local match, then the CONTRACTOR will repay to INDOT such sum or sums upon receipt of a billing from INDOT.

1.4 <u>Term of Agreement and Notice to Proceed</u>. The effective dates for this Agreement will be July 1, 2024, through November 30, 2025. INDOT will send a Notice to Proceed to the CONTRACTOR.

ARTICLE II

GENERAL PROVISIONS

2.1 Access to Records. The CONTRACTOR and its SUBCONTRACTORs, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

2.2 Assignment; Successors. Intentionally Deleted.

2.3 Assignment of Antitrust Claims. Intentionally Deleted.

2.4 Audits. The CONTRACTOR acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State.

The State considers the CONTRACTOR to be a "CONTRACTOR" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the CONTRACTOR is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), CONTRACTOR shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

2.5 Authority to Bind the CONTRACTOR. The signatory for the CONTRACTOR represents that he/she has been duly authorized to execute this Contract on behalf of the CONTRACTOR and has obtained all necessary or applicable approvals to make this Contract fully binding upon the CONTRACTOR when his/her signature is affixed, and accepted by the State.

2.6 Changes in Work. The CONTRACTOR shall not commence any additional work or change the scope of the work until authorized in writing by the State. The CONTRACTOR shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

2.7 Certification for Federal Aid Contracts Lobbying Activities. The CONTRACTOR certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CONTRACTOR has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CONTRACTOR also agrees by signing this Agreement that it shall require that the language of this certification be included in all CONTRACTOR agreements including lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

2.8 Compliance with Laws.

A. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the CONTRACTOR to determine whether the provisions of this Contract require formal modification.

B. The CONTRACTOR and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the CONTRACTOR has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the CONTRACTOR shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the CONTRACTOR is not familiar with these ethical requirements, the CONTRACTOR should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the CONTRACTOR or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the CONTRACTOR. In addition, the CONTRACTOR may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The CONTRACTOR certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The CONTRACTOR agrees that any payments currently due to the State of Indiana may be withheld from payments due to the CONTRACTOR. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the CONTRACTOR is current in its payments and has submitted proof of such payment to the State.

D. The CONTRACTOR warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the CONTRACTOR agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the CONTRACTOR's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the CONTRACTOR, the CONTRACTOR may request that it be allowed to continue, or receive work, without delay. The CONTRACTOR must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The CONTRACTOR warrants that the CONTRACTOR and its SUBCONTRACTORS, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The CONTRACTOR affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The CONTRACTOR and any principals of the CONTRACTOR certify that:

(A) the CONTRACTOR, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii)IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the CONTRACTOR will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The CONTRACTOR and any principals of the CONTRACTOR certify that an affiliate or principal of the CONTRACTOR and any agent acting on behalf of the CONTRACTOR or on behalf of an affiliate or principal of the CONTRACTOR, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the

Contract, even if IC §24-4.7 is preempted by federal law.

2.9 **<u>Condition of Payment</u>**. All services provided by the CONTRACTOR under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

2.10 **<u>Confidentiality of State Information</u>**. The CONTRACTOR understands and agrees that data, materials, and information disclosed to the CONTRACTOR may contain confidential and protected information. The CONTRACTOR covenants that data, material, and information gathered, based upon or disclosed to the CONTRACTOR for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by the CONTRACTOR for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONTRACTOR and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by the CONTRACTOR, the CONTRACTOR agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

2.11 **<u>Continuity of Services.</u>** <u>Intentionally Deleted</u>.

2.12 **<u>Debarment and Suspension</u>**.

A. The CONTRACTOR certifies by entering into this Contract that neither it nor its principals nor any of its SUBCONTRACTORs are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONTRACTOR.

B. The CONTRACTOR certifies that it has verified the state and federal suspension and debarment status for all SUBCONTRACTORS receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred SUBCONTRACTOR. The CONTRACTOR shall immediately notify the State if any SUBCONTRACTOR becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the SUBCONTRACTOR for work to be performed under this Contract.

2.13 **<u>Default by State</u>.** <u>Intentionally Deleted</u>.

2.14 Disputes. Intentionally Deleted.

2.15 Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CONTRACTOR hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CONTRACTOR will give written notice to the State within ten (10) days after receiving actual notice that the CONTRACTOR, or an employee of the CONTRACTOR in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the CONTRACTOR certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the CONTRACTOR's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the CONTRACTOR of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.16 **Employment Eligibility Verification** As required by IC § 22-5-1.7, the CONTRACTOR swears or affirms under the penalties of perjury that the CONTRACTOR does not knowingly employ an unauthorized alien. The CONTRACTOR further agrees that:

A. The CONTRACTOR shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The CONTRACTOR is not required to participate should the E-Verify program cease to exist. Additionally, the CONTRACTOR is not required to participate if the CONTRACTOR is self-employed and does not employ any employees.

B. The CONTRACTOR shall not knowingly employ or contract with an unauthorized alien. The CONTRACTOR shall not retain an employee or contract with a person that the CONTRACTOR subsequently learns is an unauthorized alien.

C. The CONTRACTOR shall require his/her/its SUBCONTRACTORs, who perform work under this Contract, to certify to the CONTRACTOR that the SUBCONTRACTOR does not knowingly employ or contract with an unauthorized alien and that the SUBCONTRACTOR has enrolled and is participating in the E-Verify program. The CONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONTRACTORs.

The State may terminate for default if the CONTRACTOR fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17 **Employment Option**. Intentionally Deleted.

2.18. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

2.19 **Funding Cancellation.** As required by Financial Management Circular 3.3 and IC §5-22-17-5, when the Director of the State Budget Agency (SBA) makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20 Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. HIPAA Compliance. Intentionally Deleted.

2.22 Indemnification. The CONTRACTOR agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the performance of work covered by this Contract or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or material, to the extent such liability is caused by the of negligence of the CONTRACTOR, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The CONTRACTOR agrees to pay all reasonable expenses and attorney fees incurred by or imposed on INDOT in connection herewith in the event the CONTRACTOR shall default under the provisions of this Section.

2.23 Independent Contractor; Workers' Compensation Insurance. The CONTRACTOR is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any on (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or SUBCONTRACTORS of the other party. The CONTRACTOR shall provide all necessary unemployment and workers' compensation insurance for the CONTRACTOR employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

2.24 Indiana Veteran Owned Small Business Enterprise Compliance. Intentionally Deleted.

2.25 Information Technology Enterprise Architecture Requirements. Intentionally Deleted.

2.26 Insurance. Intentionally Deleted.

2.27 Key Person(s). Intentionally Deleted.

2.28 Licensing Standards. The CONTRACTOR, its employees and SUBCONTRACTOR shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the CONTRACTOR pursuant to this Contract. The State will not pay the CONTRACTOR for any services performed when the CONTRACTOR, its employees or SUBCONTRACTORS are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the CONTRACTOR shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

2.29 Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

2.30 Minority and Women's Business Enterprises Compliance. Intentionally Deleted.

2.31 Nondiscrimination.

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CONTRACTOR or any SUBCONTRACTOR.

   Under IC §22-9-1-10 the CONTRACTOR covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The CONTRACTOR understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the CONTRACTOR agrees that if the CONTRACTOR employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONTRACTOR will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONTRACTOR shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Agreement.

   It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. **Compliance with Regulations**: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination**: The CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential CONTRACTORS or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the basis of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. **Information and Reports**: The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by INDOT and FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to INDOT or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to: (a) withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or (b) cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions**: The CONTRACTOR shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONTRACTOR shall take such action with respect to any subcontract or procurement as INDOT or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the CONTRACTOR may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.32 Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. **For INDOT**:

Stephanie Belch
INDOT Technical Planning & Programming
100 North Senate Avenue, Room N758-TP
Indianapolis IN 46204
Phone: 317-233-2070

And with copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Phone: (317) 232-5012

B. **For the CONTRACTOR**:

Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, OH 45202

2.33 Order of Precedence; Incorporation by Reference. Intentionally Deleted.

2.34 Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the

CONTRACTOR prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONTRACTOR hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the CONTRACTOR grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the CONTRACTOR, without the prior written consent of the State, is prohibited. During the performance of this Contract, the CONTRACTOR shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the CONTRACTOR. Any loss or damage thereto shall be restored at the CONTRACTOR's expense. The CONTRACTOR shall provide the State full, immediate, and unrestricted access to the Materials and to CONTRACTOR's work product during the term of this Contract.

2.35 Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CONTRACTOR in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the CONTRACTOR is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the CONTRACTOR agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

2.36 Penalties, Interest and Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.37 Progress Reports. The CONTRACTOR shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

2.38 Public Record. The CONTRACTOR acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

2.39 Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

2.40 Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

2.41 Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.42 Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CONTRACTOR as a result of this Contract.

2.43 Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CONTRACTOR of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CONTRACTOR shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The CONTRACTOR shall be compensated for services herein provided but in no case shall total payment made to the CONTRACTOR exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such is determined by the Commissioner of IDOA to be in the best interests of the State.

2.44 Termination for Default.

A. With the provision of thirty (30) days' notice to the CONTRACTOR, the State may terminate this Contract in whole or in part if the CONTRACTOR fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the CONTRACTOR will be liable to the State for any excess costs for those supplies or services. However, the CONTRACTOR shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The CONTRACTOR and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

2.45 Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the State Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

2.46 Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONTRACTOR shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CONTRACTOR's negligent performance of any of the services furnished under this Contract.

2.47 Work Standards. The CONTRACTOR shall execute its responsibilities by following and always applying the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the CONTRACTOR shall grant such request.

2.48 State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022* OAG/ IDOA *Professional Services Contract Manual* or the *2022 SCM Template*) in any way except as follows:
Modified Sections: 2.7 Certificated for Federal Aid Lobbying added; 2.22 Indemnification; 2.31 Non-Discrimination (FHWA); and 2.32 Notice (add Chief Counsel).
Deleted Sections: 2.2 Assignment Successors; 2.3 Assignment of Anti-Trust Claims; 2.11

Continuity of Service; 2.13 Default by State; 2.14 Disputes; 2.17 Employment Option; 2.21 HIPAA Compliance; 2.24 Indiana Veteran Small Business Enterprise Compliance; 2.25 Information Technology Enterprise Architectural Requirements; 2.26 Insurance; 2.27 Key Person; 2.30 MBE/WBE; 2.33 Order of Precedence; Incorporation by Reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

Name: OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

Executed by:

Mark Policinski
Mark Policinski (Apr 25, 2024 15:31 EDT)

Mark R. Policinski
Executive Director

Date: 04/22/2024

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Roy Nunnally

Roy Nunnally, Director
Technical Planning & Programming Division

Date: 5/2/2024

Executed By:

Lyndsay Quist

Lyndsay Quist, Deputy Commissioner
Capital Program Management

Date: 5/3/2024

APPROVALS

STATE OF INDIANA
State Budget Agency

________________________________ (for)
Joseph M. Habig
Acting Director, State Budget
Agency

Date: ____________________________

STATE OF INDIANA
Department of Administration

________________________________ (for)
Dr. Rebecca Holwerda, Commissioner

Date:____________________________

Approved as to Form and Legality:

________________________________ (for)
Attorney General Theodore E. Rokita

Date:____________________________

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK].

Appendix A – Scope of Work

Breakdown of Activities by Task and Overall Budget Summary - FY2025			
Ohio-Kentucky-Indiana Regional Council of Governments (Dearborn County Indiana)			
	Statewide Planning and Research Funds (SPR)	**Matching Funds (Regional Planning Organization (RPO))**	**Total**
Task 1 Traffic Count Data Program:			
Activity 2: Special Traffic Counts	$334	$84	$418
Activity 3: Traffic counts processing	$167	$42	$209
Activity 4: Traffic Count Equipment Purchases	$0	$0	$0
Total	**$502**	**$125**	**$627**
Task 2 Planning Support to Local Governments:			
Activity 1: Transportation Plans	$1,230	$307	$1,537
Activity 2: Transportation Planning Support	$15,836	$3,959	$19,794
Activity 3: Intersection Studies	$0	$0	$0
Activity 4: Hazard Elimination Studies/Road Safety Audit	$0	$0	$0
Activity 5: Bicycle and Pedestrian Plans	$895	$224	$1,119
Activity 6: Traffic Counting and Forecasting	$16,044	$4,011	$20,055
Activity 7: Project Evaluation Support	$0	$0	$0
Activity 8: Title VI Planning	$448	$112	$561
Activity 9: ADA Transition Plans	$0	$0	$0
Activity 10: Asset Management Assistance/Community Crossings applications planning support	$0	$0	$0
Activity 11: Red Flag Investigations	$0	$0	$0
Activity 12: Other Technical Planning Services	$0	$0	$0
Total	**$34,453**	**$8,613**	**$43,067**
Task 3 Planning Support to INDOT - Central Office and District:			
Activity 1: HPMS Data Collection	$0.00	$0.00	$0.00
Activity 2: Railroad Crossing Inventory	$0.00	$0.00	$0.00
Activity 3: Data Conversion	$0.00	$0.00	$0.00
Activity 4: ARIES Crash Data Quality Control	$1,563.25	$390.81	$1,954.06
Activity 5: Develop Urban Area Boundaries	$0.00	$0.00	$0.00
Activity 6: Update Functional Classification Data	$1,236.03	$309.01	$1,545.04
Activity 7: Performance Measure Assistance	$836.20	$209.05	$1,045.25
Activity 8: Meetings and Rural Consultation/Coordination with Local Officials	$6,096.52	$1,524.13	$7,620.65
Activity 9: Quarterly Project Tracking	$6,451.04	$1,612.76	$8,063.80
Activity 10: Assist with District Open House/Public Outre	$0.00	$0.00	$0.00
Activity 11: Other Technical Support Services	$1,697.92	$424.48	$2,122.40
Total	**$17,880.96**	**$4,470.24**	**$22,351.20**
Task 4 Planning Capacity Enhancement:			
Activity 1: Equipment Purchases	$0	$0	$0
Activity 2: Training	$0	$0	$0
Activity 3: Traffic Count Certification	$0	$0	$0
Activity 4: Geographic Information Systems Development	$7,164	$1,791	$8,955
Total	**$7,164**	**$1,791**	**$8,955**
Overall Budget Summary:			
Task 1 Traffic Count Program	$502	$125	$627
Task 2 Planning Support to Local Governments	$34,453	$8,613	$43,066
Task 3 Planning Support to INDOT	$17,881	$4,470	$22,351
Task 4 Planning Capacity Enhancement	$7,164	$1,791	$8,955
Grand Total	**$60,000**	**$15,000**	**$75,000**
Contract Amount (Total SPR Funds) =			**$60,000**

MEMORANDUM OF UNDERSTANDING
AMONG
THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS,
THE OHIO ENVIRONMENTAL PROTECTION AGENCY,
THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION,
THE OHIO DEPARTMENT OF TRANSPORTATION,
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY-REGION 5,
THE FEDERAL HIGHWAY ADMINISTRATION-OHIO DIVISION,
THE FEDERAL HIGHWAY ADMINISTRATION-INDIANA DIVISION,
THE FEDERAL TRANSIT ADMINISTRATION-REGION 5

The purpose of this Memorandum of Understanding (MOU) is to implement section 176(c)(4)(E) of the Clean Air Act (CAA), as amended (42 USC 7401 et seq.), the related requirements of 23 U.S. C. 109(j), and regulations under the Code of Federal Regulations (CFR) section 40, Part 93, Subpart A with respect to the conformity of transportation plans, programs, and projects that are developed, funded or approved by the United States Department of Transportation (U.S. DOT) and by Metropolitan Planning Organizations (MPOs), and the Ohio Department of Transportation (Ohio DOT), the Indiana Department of Transportation (INDOT) or other recipients of funds under title 23 USC or the Federal Transit Laws (49 USC Chapter 53). This MOU sets forth policy, criteria, and procedures for demonstrating and assuring conformity of such activities to applicable implementation plans developed according to Part A, section 110 and Part D of the CAA.

This is a MOU concerning the criteria and procedures for the conformity determination of transportation plans, programs and projects in the Cincinnati-Middletown-Wilmington OH-KY-IN, Combined Statistical Area for National Ambient Air Quality Standards (NAAQS), pursuant to the CAA Amendments of 1990.

The Kentucky portion of the Cincinnati-Middeltown-Wilmington OH-KY-IN area will have a separate state rule or agreement for transportation conformity consultation. Although the Kentucky agencies and Region 4 federal agencies are not parties to this agreement, the agencies are expected to participate in the consultation meetings and to review materials. These parties are: Kentucky Environmental and Public Protection Cabinet (KEPPC); United States Environmental Protection Agency-Region 4 (U.S. EPA-R4); Kentucky Transportation Cabinet (KYTC); Federal Highway Administration-Kentucky Division (FHWA-KY); and Federal Transit Administration-Region 4 (FTA-R4). These parties do not need to be signatories to this MOU since Kentucky will submit a revision to the Kentucky SIP to address transportation conformity consultation procedures which will be the same or substantially similar to these procedures.

The 10 parties to this MOU are as follows, hereafter referred to as "all parties":

Ohio-Kentucky-Indiana Regional Council of Governments MPO (OKI)
Miami Valley Regional Planning Commission (MVRPC)
Ohio Environmental Protection Agency (Ohio EPA)
Indiana Department of Environmental Management (IDEM)
Ohio Department of Transportation (Ohio DOT)
Indiana Department of Transportation (INDOT)
Federal Highway Administration-Ohio Division (FHWA-OH)
Federal Highway Administration-Indiana Division (FHWA-IN)
Federal Transit Administration-Region 5 (FTA-R5)
United States Environmental Protection Agency-Region 5 (U.S. EPA-R5)

This MOU will be submitted as a revision to the Ohio State Implementation Plan (SIP) required by section 176 of the CAA Amendments of 1990 and will govern conformity determinations in the OKI MPO area. The OKI region consists of Dearborn County, Indiana; Boone, Campbell, and Kenton counties in Kentucky; Butler, Clermont, Hamilton and Warren counties in Ohio. OKI is responsible for the air quality conformity determination for the region's transportation plans, projects and programs in these counties. Clinton County is outside of the OKI region, but is part of the ozone nonattainment area. Ohio DOT is the lead planning agency for Clinton County. MVRPC is the lead planning agency for the cities of Franklin, Carlisle and Springboro in Warren County Ohio.

This MOU will continue to apply to any revised nonattainment area geographies resulting from future designations, or designation revisions for the criteria pollutants within the OKI areas.

Execution of this MOU by each party shall be by signature of each party's representative.

The provisions of this MOU shall be implemented through appropriate procedures, resolutions, or other means, in order to comply with the requirements of all federal and state laws and regulations relating to the conformity determination and development of applicable implementation plan revisions. This MOU along with Attachments A and B defines and delineates the roles, processes, and responsibilities of each signatory to this MOU.

Attachment A

Transportation Air Quality Conformity Protocol

Conformity Procedures

In accordance with the requirements under section 176 (c)(4)(C) of the CAA, Ohio EPA submitted a state implementation plan (SIP) revision to U.S. EPA on August 17, 1995. This submittal was found to be complete on October 5, 1995. In this submittal, Ohio EPA adopted state rules to meet the requirements of 40 CFR Part 51, Subpart T, as published on November 24, 1993. Transportation conformity is required for all nonattainment or maintenance areas for any transportation related criteria pollutants [40 CFR 51.394 (b)].

On August 10, 2005, the President signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU promotes more efficient and effective Federal surface transportation programs by focusing on transportation issues of national significance, while giving state and local transportation decision makers more flexibility for solving transportation problems in their communities. Section 6011 of SAFETEA-LU specifically addresses transportation conformity. One of the requirements, (f)(4)(E) states,

> "Not later than 2 years after the date of enactment of the SAFETEA-LU the procedures under subparagraph (A) shall include a requirement that each state include in the state implementation plan criteria and procedures for consultation required by subparagraph (D) (i), and enforcement and enforceability (pursuant to sections 93.125 (c) and 93.122 (a) (4) (ii) of Title 40, Code of Federal Regulations (CFR) in accordance with the Administrator's criteria and procedures for consultation, enforcement and enforceability."

States are no longer required to adopt all of the provisions of the federal conformity rule. The three required conformity SIP elements are:

1) consultation procedures [40 CFR 93.105] (Attachment B);
2) procedures for determining regional transportation-related emissions [40 CFR 93.122(a)(4)(ii)] (Attachment A); and
3) enforceability of design concept and scope and project-level mitigation and control measures [40 CFR 93.125 (c)] (Attachment A).

In accordance with 40 CFR 93.105, the SIP or SIP revision shall include procedures for interagency consultation (federal, state and local), resolution of conflicts, and public consultation as described in Attachment B. Public consultation shall be developed in accordance with the requirements for public participation in 23 CFR Part 450. The SIP shall include procedures to be undertaken by OKI, state and federal DOTs, local air quality agencies and U.S. EPA, prior to making transportation conformity determinations, and by state and local air agencies and U.S. EPA with OKI, state and federal DOTs, in developing applicable implementation plans. OKI and Ohio DOT must provide reasonable opportunity for consultation with all parties and local air quality and transportation agencies as described in Attachment B.

In accordance with 40 CFR 93.122(a)(4)(ii), OKI will not include emissions reduction credits from any control measures that are not included in its transportation plan (TP) or transportation improvement program (TIP) and do not require a regulatory action, in the regional emissions analyses used in the conformity demonstration unless OKI, or FHWA/FTA obtains written commitments, as defined in 40

CFR 93.101, from the appropriate entities to implement those control measures. The written commitments to implement those control measures must be fulfilled by the appropriate entities. Prior to making a conformity determination on a TP or TIP, OKI will ensure the project design concept and scope are appropriately identified in the emissions analyses used in the regional conformity demonstration.

In accordance with 40 CFR 93.125(c), prior to making a project-level conformity determination for a transportation project, FHWA/FTA must obtain from the project sponsor and/or operator written commitments, as defined in 40 CFR 93.101, to implement any project-level mitigation or control measures in the construction or operation of the project identified as conditions for National Environmental Policy Act (NEPA) approval. The written commitments to implement those project-level mitigation or control measures must be fulfilled by the appropriate entities. Prior to making a project-level conformity determination, written commitments will be obtained before such mitigation or control measures are used in a project-level hot-spot conformity analysis [40 CFR 93.125(c)]. Consultation on these commitments will take place as a part of a consultation process prior to the project-level conformity analysis and determination. Interagency consultation for a project-level conformity analysis may occur separately from the consultation used during the development of a regional conformity demonstration.

Attachment B

Interagency Consultation Procedures

I. General

Ohio EPA will submit these consultation procedures as a revision to the SIP, whereby all parties to this MOU and other organizations with responsibilities for developing, submitting, or implementing provisions of a SIP must consult with each other on the development of the SIP, the TP, the TIP, and associated conformity determinations in accordance with 40 CFR 93.105(b)(1).

These procedures implement the interagency consultation process for OKI and include procedures to be undertaken by all parties to this MOU before making transportation conformity determinations on the TP and TIP in accordance with 40 CFR 93.105(a)(1) and 40 CFR 93.105(c)(3). This area's geographic coverage includes two MPO's, eight counties in three states: Dearborn County, Indiana; Boone, Campbell, Kenton counties in Kentucky; Butler, Clermont, Hamilton and Warren counties in Ohio. OKI's TP and TIP address only the MPO area. Clinton County is outside of the OKI region, but is part of the nonattainment area. Ohio DOT is the lead planning agency for Clinton County. MVRPC is the lead planning agency for the cities of Franklin, Carlisle and Springboro in Warren County, Ohio. These analyses are combined to make a conformity determination for the OKI region. KYTC and IDEM are lead planning agencies for their respective areas not within the OKI region.

Persons of any organizational level in the signatory agencies may participate in the of the interagency consultation group. All consultation will be open to the public, but not necessitate official public notification. Each agency chooses its representative for interagency consultation, and forwards that person's contact info to OKI whose representative is responsible for maintaining the participant list. Changes in representatives will be given to OKI. OKI will in turn redistribute it to all parties. OKI is responsible for convening meetings and providing an agenda.

Interagency consultation frequency will be as needed, unless there is consensus among the consultation parties to meet on a specific schedule (i.e. quarterly, biannually, annually, etc.). In most cases, consultation will be via conference call and/or email unless the interagency consultation group decides that certain items may require a face-to-face meeting and could not be handled via conference call or email.

Early in the TP and/or TIP development process, the MPO will develop a schedule for key activities and meetings leading up to the adoption of the TP, TIP or amendment to the TP or TIP. In developing the draft TP and/or TIP, the MPO brings important air quality conformity TP and/or TIP related issues to all parties in the interagency consultation group for discussion and feedback. OKI is responsible for making all materials used for these discussions available to the interagency consultation group prior to the consultation sessions. Similar consultation will occur with TP amendments if a new regional analysis is required.

Public participation in the development of the TP and/or TIP will be provided in accordance with OKI's adopted Public Participation Procedures in accordance with 23 CFR 450.

OKI will provide the interagency consultation group an opportunity to review the draft conformity analysis. This review will typically take place during the public review period. This is typically done by e-mail. The interagency consultation group will respond promptly to the OKI staff with any comments. Members of the public can comment on the draft conformity analysis in accordance with OKI's adopted public participation procedures. All comments received will be included in the final conformity documentation.

OKI and Ohio EPA will be responsible for maintaining a list of any TCMs that are in the applicable SIP for the OKI area [see section IV a].

The following process provides for final documents to be provided to all interagency consultation group members as required by 40 CFR 93.105(c)(7):

After the OKI Board of Director's (MPO Board) adopts the final TP or TIP and associated conformity determination, OKI will provide the final conformity documentation to FHWA and the interagency consultation group for a federal conformity finding. FHWA will initiate formal consultation and will provide 30 days for written comments from the interagency consultation group members. If appropriate, FHWA will issue the formal conformity finding on behalf of U.S. DOT. The TP update or amendment becomes effective the date the U.S. DOT conformity finding is issued. The TIP update or amendment only becomes effective after the U.S. DOT conformity finding is issued, and the FHWA approves the associated TIP update or amendment into Ohio's State Transportation Improvement Program (STIP). OKI will transmit electronic copies of the final conformity analysis to the interagency consultation group members and place a final copy on OKI's Web site.

II. Consultation on Transportation Plans, Transportation Plan Amendments, Transportation Improvement Programs, and Transportation Improvement Program Amendments [40 CFR 93.105]

Consultation on all non-conformity related aspects of transportation plans, transportation improvement programs, and amendments thereto shall be governed by the applicable participation plans developed pursuant to 23 USC 134/49 USC 5303(i)(5), (i)(6), and (j)(4) and 23 USC 135/49 USC 5304 (f)(3) and (g)(3). Consultation on conformity related aspects of these activities are delineated below.

a) <u>Consultation on Transportation Plan and Transportation Plan Amendment Conformity Process</u>

The federal conformity rules at 40 CFR Part 93 defines the criteria and procedures by which conformity will be established in accordance with 40 CF 93.105 (c), interagency consultation will include the following topics, as appropriate:

- travel forecasting and modeling assumptions;
- latest planning assumptions;
- motor vehicle emission factors to be used in conformity analysis;
- appropriate analysis years;
- determination of exempt projects and evaluating whether projects otherwise exempted (as listed in 93.126 and 93.127) should be treated as non-exempt.;
- determination of which minor arterials and other transportation projects should be considered regionally significant projects for the purposes of regional emissions analysis (in addition to those functionally classified as principal arterial or higher or fixed guideway systems or extensions that offer an alternative to regional highway travel;
- which projects should be considered to have a significant change in design concept and scope from the transportation plan or TIP;
- treatment of regionally significant projects (federal and non-federal funded) assumed in the transportation network and the year of operation;

- treatment of regionally significant projects that span MPO boundaries;
- status of TCM implementation;
- financial constraints and other requirements that affect conformity pursuant to federal statewide and metropolitan planning regulations (this item is not a requirement for consultation);
- reliance on a previous regional emissions analysis;
- conformity process public participation procedures; and
- the need for interim TP (in the event of a conformity lapse).

OKI is the lead agency for development of its transportation plans and amendments thereto. OKI is the lead agency for the development of the associated transportation conformity analyses for the Ohio counties of Butler, Clermont, Hamilton, and Warren, the Kentucky counties of Boone, Campbell and Kenton, and Dearborn County, Indiana. MVRPC, Ohio DOT, KYTC and IDEM are lead agencies for the conformity analyses for their respective areas outside the OKI region. OKI and the interagency consultation group will be provided the opportunity to review the Ohio DOT, and INDOT analyses prior to inclusion in the overall conformity document. The interagency consultation parties will participate in the plan development process, review associated documentation, and collaboratively decide on aspects of the conformity determination that must be determined through interagency consultation according to the regulations at 40 CFR Part 93. Opportunity for comment and participation is provided in the interagency consultation conferencing and by commenting on draft materials as described in the general of this document.

If new designations for criteria pollutants occur that expand analyses areas beyond those defined above, interagency consultation will determine the parties responsible for conducting those analyses in accordance with 40 CFR 93.105(c)(2)(ii).

b) <u>Consultation and Notification Procedures for Conformity Analysis of TIP and TIP Amendments</u>

Federal conformity rules at 40 CFR Part 93 defines the criteria and procedures by which conformity will be established. Following OKI's notice that the TIP air quality conformity process has been initiated, OKI and Ohio DOT will coordinate the TIP transportation conformity interagency consultation process. Interagency consultation will include the same topics listed for the transportation plan (see section II. a) as well as the additional topics listed below in accordance with 40 CFR 93.105 (c).

- identification of exempt TIP projects;
- identification of exempt projects which should be treated as nonexempt; and
- determination of an interim TIP (in the event of a conformity lapse) inclusive of projects that can advance during a conformity lapse.

For TIP amendments, OKI and Ohio DOT will consult as identified below:

Consultation required in situations requiring a conformity determination, including but not limited to:

- add non-exempt, regionally significant project that has not been accounted for in the regional emissions analysis; and
- change in non-exempt, regionally significant project that is not consistent with the design concept and scope or the conformity analyses years.

The interagency consultation group will be provided an opportunity to review the draft TIP or TIP amendment conformity documentation concurrent with the TIP public involvement review period. OKI will respond to any questions or comments from the consultation parties within 10 days. After the public review period OKI will adopt the final TIP or TIP amendment and conformity determination. OKI will provide the final TIP or TIP amendment and conformity documentation to the affected state DOT(s). The affected state DOT(s) will forward the documents to FHWA/FTA for final review, incorporation into the STIP and U.S. DOT conformity determination as required by 40 CFR 93.105 (c)(7) and 23 CFR 450.322 of the FHWA/FTA Statewide and Metropolitan Planning rule. Copies of the final TIP or TIP amendment and conformity documentation will be made available on OKI's Web site.

III. Transportation Plan and Transportation Improvement Program Interagency Consultation Agency Roles and Responsibilities [40 CFR 93.105(b)(2)]

Ohio EPA, IDEM

- Reviews and comments on all aspects of the conformity determinations for the TP and TIP in a timely manner;
- Develops, solicits input on and adopts motor vehicle emission budgets;
- Seeks U.S. EPA approval for the use of motor vehicle emissions factors and mobile source budgets in conformity analyses; and
- Reviews and comments on the transportation plan and TIP development documentation and associated air quality analyses in as agreed in this document.

Ohio DOT, INDOT

- Participates as a voting member of the OKI Board of Director's and committees as defined by the OKI agency bylaws;
- Project initiator for state sponsored transportation improvement projects in the OKI region;
- Works directly with OKI in providing and reviewing detailed project programming information;
- Defines the design concept and scope of state sponsored transportation improvement projects to conduct regional emissions analysis;
- Promptly notifies OKI of changes in design concept and scope, cost, and implementation year of regionally significant state sponsored projects;
- Assures project-level CO and PM hotspot analyses are included in OKI region transportation project NEPA documentation when required;
- Identifies and commits to project-level CO and PM mitigation measures for state sponsored transportation projects, as required;
- Implements TCMs for which Ohio DOT/KYTC/INDOT is responsible on the schedule that is found in the SIP;
- Maintains a list of TCMs in the SIP and progress toward implementing the TCMs;
- Works with local municipalities and other project sponsors to ensure that the above procedures are also implemented on locally sponsored highway projects; and
- Assists OKI with travel demand modeling and mobile source emissions estimating processes.

For STIP and STIP amendments exclusively involving projects within the Cincinnati-Middletown-Wilmington OH-KY-IN, Combined Statistical Area for NAAQS, but outside MPO boundaries, Ohio DOT, or INDOT will develop, coordinate, prepare and circulate conformity documentation for interagency consultation and public participation.

OKI

- Develops, coordinates, and circulates transportation plan and TIP supporting and technical documentation for interagency consultation and public participation;
- Conducts transportation plan/TIP and air quality conformity public participation processes;
- Maintains demographic and land use data for travel demand forecasting and regional emissions analysis;
- Works with Ohio DOT, INDOT and local sponsors to define the design concept and scope of projects in the transportation plan and TIP to conduct regional emissions analysis;
- Prepares transportation plan/TIP conformity documentation;
- Includes funding for SIP mandated TCMs in the transportation plan and TIP if required; and
- Adopts transportation plan/TIP, performs the regional emissions analysis and make~~s~~ conformity determinations.

MVRPC, in the Cincinnati (Franklin, Carlisle, and Springboro) Air Quality Region:

- Develops, coordinates, and circulates transportation plan and TIP supporting and technical documentation for interagency consultation and public participation;
- Conducts transportation plan/TIP and air quality conformity public participation processes;
- Provides OKI with the design concept and scope of projects in the transportation plan and TIP to conduct regional emission analyses;
- Prepares transportation plan/TIP conformity documentation;
- Includes funding for SIP mandated TCMs in the transportation plan and TIP; and
- Adopts transportation plan/TIP and make conformity determinations.

In the Cincinnati (Franklin, Carlisle, and Springboro) Air Quality Region OKI will:

- Maintains demographic and land use data for travel demand forecasting and regional emissions analysis; and
- Conducts the analysis and prepare transportation plan/TIP conformity documentation.

If a new conformity determination is needed in the Cincinnati Air Quality Region due to transportation plan/TIP amendments in the MVRPC MPO only, MVRPC will be responsible for initiating interagency consultation and conducting the public participation process and OKI will conduct the conformity analysis and provide conformity documentation.

U.S. EPA

- Administers and provides guidance on the CAA and transportation conformity regulations;
- Determines adequacy of motor vehicle emissions budget used for making conformity determinations;
- Reviews and comments on transportation plan and transportation improvement program documentation in keeping with participation plan requirements; and
- Reviews and comments on conformity determinations for the transportation plans and transportation improvement programs.

FHWA/FTA

- Consults with U.S. EPA on transportation conformity determinations.
- Provides guidance on transportation planning regulations;
- Ensures that all transportation planning and transportation conformity requirements contained in 23 CFR Part 450 and 40 CFR Part 93, respectively, are met;
- Works with transit agencies to ensure that conformity procedures are implemented in transit agency-sponsored projects; and

- Makes transportation plan/TIP conformity determinations.

IV. State Implementation Plan (SIP) Consultation Process [40 CFR 93.105]

a. SIP Consultation Structure and Process in Ohio

Ohio EPA is responsible for preparing the SIP. If new transportation control strategies or TCMs are considered necessary to achieve and/or maintain federal air quality standards, the interagency consultation group will discuss possible TCMs for inclusion in the SIP. Ohio EPA will provide and update schedules for SIP development that will be available to all agencies and the public. Public involvement will be in accordance with Ohio EPA's public involvement procedures. Key documents will be posted on Ohio EPA's Web site. SIP development will normally cover inventory development, determination of emission reductions necessary to achieve and/or maintain federal air quality standards, transportation and other control strategies that may be necessary to achieve these standards, contingency measures, and other such technical documentation as required.

Ohio EPA is responsible for informing OKI of any TCMs in the SIP and OKI is responsible for maintaining a list of these TCMs and is responsible for tracking progress toward implementation and will share the list and implementation schedule with the interagency consultation parties. The interagency consultation parties will determine as required by 40 CFR 93.113(c) (1) whether past obstacles to implementation of TCMs, which are behind the schedule established in the SIP, have been identified and are being overcome. The interagency consultation group will assure that state and local agencies provide approval and funding priority to TCMs that are approved in the SIP. The interagency consultation group will also consider revisions to the SIP to remove TCMs or substitute TCMs or other emission reduction measures.

OKI and Ohio DOT develop the travel activity and emissions data that are used by Ohio EPA in establishing the on-road motor vehicle emission inventories for the SIP with consultation from Ohio EPA on the inputs for emission modeling.

If new transportation control strategies are considered that may aid the region to achieve and/or maintain federal air quality standards, Ohio EPA will provide OKI and Ohio DOT with guidance for estimating their impacts on regional emissions This SIP process will define the motor vehicle emissions budget (MVEB), and its various components, that will be used for future conformity determinations of the TP and TIP. Prior to publishing the draft SIP, OKI, Ohio DOT, KYTC, KEPPC, INDOT and IDEM will have an opportunity to review and comment on the proposed MVEB.

In accordance with 40 CFR 93.105 (b)(2)(iii) and 40 CFR 93.105 (c)(7) Ohio EPA will circulate the draft SIP for public review, and all comments will be responded to in writing prior to adoption of the SIP. The draft will be amended as needed in response to comments received. Ohio EPA will then transmit the final document with amendments, along with the public notice, public hearing transcript and a summary of comments and responses, to U.S. EPA.

b. Agency Roles and Responsibilities [40 CFR 93.105(b)(2)(i)]

The following provides a summary on the roles and responsibilities of the different agencies with involvement in development and review of SIP submittals dealing with TCMs or emissions budgets.

Ohio EPA, KEPPC, IDEM

- Responsible for air quality monitoring, preparation and maintenance of detailed and comprehensive emissions inventories, air quality modeling, and other air quality planning and control responsibilities;
- Responsible for preparing drafts of SIP submittals, revising those drafts, incorporating other agencies' comments, attending and scheduling public hearings, preparing public hearing transcripts and responding to public comments;
- Responsible for timely SIP submittal to U.S. EPA; and
- Provides concurrence with TCM substitution in the SIP.

Ohio DOT, KYTC, INDOT

- Assists in developing regional travel demand forecasts used in the SIP mobile emissions inventories and analyses of new TCMs;
- Assists in developing mobile source inventories and analyses as needed; and
- Participates in reviewing and commenting on draft SIP documents.

OKI

- Responsible for developing regional transportation emissions analysis used in the SIP emissions inventories and analyses of new TCMs;
- Monitor and report on implementation of federal TCMs;
- Responsible for providing review and comments on draft SIP documents; and
- Provides concurrence with TCM substitution in the SIP.

U.S. EPA

- Receives the Ohio EPA SIP submittals and has the responsibility to act on them in a timely manner;
- Reviews and comments on submittals through various meetings, workshops and hearing that are conducted;
- Provides guidance on the CAA;
- Determines adequacy of motor vehicle emissions budget used for making TP/TIP conformity findings; and
- Provides concurrence with TCM substitution in the SIP.

FHWA/FTA

- Provides guidance on transportation planning regulation; and
- Participates in the SIP review and comment process.

Please note: while these are key areas and agencies involved in the development of the SIP, participation in the SIP process by other agencies may occur.

V. Project-level Conformity Determinations for Carbon Monoxide (CO) and/or Fine Particulate Matter (PM) [40 CFR 93.105 (c)(1)(i)]

Project sponsors are required to conduct project-level conformity analyses by the FHWA/FTA NEPA process. FHWA/FTA are responsible for making all project-level conformity determinations. FHWA/FTA, with the participation of U.S. EPA, identifies the applicable procedures for CO and/or PM analyses. Project sponsors should use the most recently identified procedures. In accordance with 40 CFR 93.105 (c)(1)(i) and other applicable regulations, Ohio DOT, KYTC and INDOT will determine the following:

1. That FHWA/FTA, with U.S. EPA review participation, has approved the project-level CO and/or PM conformity analyses which are included in the project's environmental document prior to initiating federal authorizations.

2. That the design concept and scope of the project has not changed significantly from that used by OKI, Ohio DOT, KYTC and INDOT in their most recent regional transportation conformity analyses of the TP and TIP.

The OKI governing board or policy committee may periodically review and participate with Ohio DOT, KYTC, INDOT and other agencies as appropriate in the update of the CO and/or PM analyses. Through the NEPA process, Ohio DOT, KYTC and INDOT may provide technical guidance to project sponsors who use these procedures.

VI. Monitoring of Transportation Control Measures (TCMs) [40 CFR 93.105 (c)(1)(iv)]

As part of the conformity documentation for a TP and/or TIP, OKI will identify the status of SIP TCMs. If TCM emissions reductions are included as part of the motor vehicle emissions budget, OKI will estimate the portion of emission reductions that have been achieved. If there are funding or scheduling issues for a SIP transportation control measure, OKI will describe the steps being undertaken to overcome these obstacles, including means to ensure that funding agencies are giving these TCMs maximum priority. OKI may propose substitution of a new TCM or TCMs for all or a portion of an existing TCM that is experiencing implementation difficulties (see section VII below).

VII. Conflict Resolution [40 CFR 93.105 (d)]

Conflicts between any parties of this MOU that arise during consultation will be resolved as follows:

1. A statement of the nature of the conflict will be prepared and agreed to by the conflicting parties and shared with the remaining signatories.

2. Disagreeing parties will consult in a good faith effort to resolve the conflict in a manner acceptable to all parties.

3. If they are unsuccessful, the directors of the signatory agencies or their designees shall meet to resolve differences in a manner acceptable to all parties.

4. If none of the above steps produces a satisfactory resolution, the directors of the signatory agencies have 14 days to appeal to the governor(s) of the affected states. OKI will send correspondence to the directors of the signatory agencies informing them that attempts to resolve the conflict have failed and they plan to proceed with their conformity decision or policy in conflict. The 14-day appeal period will commence on the first normal business day following Ohio EPA's and IDEM's receipt of correspondence (whichever is later) via Certified U.S. Mail and/or other certified delivery from OKI. The appeal period will expire at midnight of the 14th calendar day following receipt of such notice.

5. If a party other than Ohio EPA or IDEM appeals to the Governor, that participant must inform the Ohio EPA or IDEM of the Governor's response to the appeal. Ohio EPA or IDEM has an additional 14 calendar days from that notification of appeal to the Governor if it disagrees with the response. If Ohio EPA or IDEM appeals to their respective Governor, the final conformity

determination must have the concurrence of the Governor. If Ohio EPA or IDEM does not appeal to the Governor within 14 days, OKI may proceed with the final conformity determinations. The Governor may delegate his or her role in the process, but not to the head or staff of Ohio EPA, Ohio DOT, IDEM, INDOT or OKI.

VIII. Public Consultation Procedures [40 CFR 93.105 (e)]

OKI will follow its adopted public participation procedures when making conformity determinations on transportation plans and programs. These procedures establish a proactive public participation process which provides opportunity for public review and comment by, at a minimum, providing reasonable public access to technical and policy information considered by OKI at the beginning of the public comment period and prior to taking formal action on a conformity determination for the TP and TIP, consistent with these requirements and those of 23 CFR 450.316(a). Meetings of OKI are open to the public. Any charges imposed for public inspection and copying should be consistent with the fee schedule contained in 49 CFR 7.43. These agencies also shall provide opportunity for public participation in conformity determinations for projects where otherwise required by law.

MEMORANDUM OF UNDERSTANDING
TRANSPORTATION CONFORMITY
CONSULTATION PROCEDURES
Parties: OKI, MVRPC, Ohio EPA, Ohio DOT, IDEM, INDOT, FHWA, FTA and U.S. EPA

LIST of SIGNATORIES

Note: Signatures appear on separate, multiple pages.

Mark Policinski
Executive Director
Ohio-Kentucky-Indiana Regional Council of Governments

Donald R. Spang
Executive Director
Miami Valley Regional Planning Commission

Robert J. Shook
Chairperson

Chris Korleski
Director
Ohio Environmental Protection Agency

James G. Beasley, P.E., P.S.
Director
Ohio Department of Transportation

Daniel Murray
Assistant Commissioner
Indiana Department of Environmental Management, Office of Air Quality

Karl B. Browning
Commissioner
Indiana Department of Transportation

Dennis Decker
Division Administrator
Ohio Division
Federal Highway Administration *(FHWA-OH is lead for U.S. DOT)*

Robert F. Tally, Jr., P.E.
Division Administrator
Indiana Division
Federal Highway Administration

Marisol Simon
Regional Administrator
Region 5
Federal Transit Administration

Mary Gade
Regional Administrator
Region 5
U.S. Environmental Protection Agency

Memorandum of Understanding

among the
Ohio-Kentucky-Indiana Regional Council of Governments, the

Butler County Regional Transit Authority,

City of Cincinnati for the Cincinnati Streetcar

Clermont Transportation Connection,

Middletown Transit Services, the

Southwest Ohio Regional Transit Authority,

Warren County Transit Service,

and the

Ohio Department of Transportation

Concerning the Metropolitan Transportation Planning Process

I. Purpose

This Memorandum of Understanding (MOU) is the metropolitan planning agreement outlined in United States Department of Transportation (USDOT) metropolitan planning regulations (currently 23 CFR 450.314). This MOU is entered into by and between the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), hereafter referred to as “the MPO”; the Butler County Regional Transit Authority (BCRTA), the City of Cincinnati for the Cincinnati Streetcar, the Clermont Transportation Connection (CTC), the Middletown Transit Services (MTS), the Southwest Ohio Regional Transit Authority (SORTA), and the Warren County Transit Service (WCTS), hereafter referred to as “the Public Transit Operator(s)”; and the Ohio Department of Transportation, hereafter referred to as “ODOT”, regarding their mutual responsibilities in carrying out the metropolitan transportation planning process for the Metropolitan Planning Area (MPA) designated to the MPO by the Governor of the State of Ohio pursuant to federal law concerning metropolitan transportation planning (currently 23 U.S.C. 134). The MPO, ODOT, and the Public Transit Operator(s) entering into this MOU hereafter may be referred to individually as “Party” or collectively as “the Parties.”

The City of Cincinnati hereby joins this Agreement solely on behalf of the Cincinnati Streetcar (a.k.a. “the Cincinnati Connector). This Agreement shall not apply to and will not be binding or enforceable against any other City of Cincinnati department, entity, or agency.

In addition to this MOU, ODOT maintains the Ohio Metropolitan Planning Organization Administration Manual (MPO Manual) to assist the parties in understanding the requirements for the conduct of the metropolitan transportation planning process. The MPO Manual provides detailed information on procedures and schedules associated with the responsibilities identified in this MOU.

II. Unified Planning Work Program and Completion Report

A. General Responsibilities

On an annual basis, the MPO, in cooperation with ODOT and the Public Transit Operator(s), will develop a Unified Planning Work Program (UPWP) consistent with USDOT regulations (currently 23 CFR 450.308) and the MPO Manual. In addition to a discussion of the planning priorities facing the MPA, the UPWP will identify work proposed for the next state fiscal year (SFY) by major activity and task in sufficient detail to indicate who (e.g., the MPO, ODOT, Public Transit Operator(s), local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of federal and matching funds. The UPWP will include all transportation-related planning activities, including air quality planning, regardless of the source of funding.

1. The Parties agree to cooperatively review their proposed work components to enhance coordination and avoid duplication of planning work efforts.
2. The Parties will work cooperatively with each other to develop a draft and final UPWP. Cooperation includes the responsibilities described in this MOU.

B. ODOT Responsibilities

1. ODOT will initiate UPWP development for the next state fiscal year with a notification to the MPO that will include estimated budgets for planning, any planning priorities ODOT has identified, the Title VI Baseline Assessment Tool (Title VI questionnaire), and due dates for submittals of the draft and final UPWP to ODOT. The estimated budget will include the Consolidated Planning Grant (CPG) amount, i.e., allocations of federal transportation planning funds (currently Federal Highway Administration (FHWA) Metropolitan Planning (PL) funds and Federal Transit Administration (FTA) Section 5303 funds), and any state-administered funds that ODOT has made available to the MPO.
2. ODOT will review the draft UPWP for compliance with federal and state requirements and will provide comments to the MPO as necessary within a reasonable amount of time to allow for coordination prior to the due date.

3. ODOT will coordinate review of the draft UPWP with USDOT.
4. ODOT will notify the MPO of the final CPG budget once it is available.
5. ODOT will review work program amendment requests and coordinate approval with USDOT as necessary. Guidance on what requests require an amendment, and what amendments require USDOT approval, are included in the MPO Manual.
6. ODOT will review UPWP completion reports and will provide comments as necessary.
7. ODOT will forward a copy of the MPO's UPWP completion report to the FHWA Ohio Division for their records.

C. The MPO Responsibilities

1. The MPO will submit the draft and final UPWP to ODOT and the Public Transit Operator(s) by the deadlines ODOT provides at the initiation of UPWP development. The MPO will submit a completed Title VI questionnaire with the draft UPWP submittal.
2. The MPO will identify any CPG funds allocated in a previous SFY that will be used in the next SFY, known as "carryover" funds, separately from the next year's allocation, as described in the MPO Manual.
3. The MPO will identify any planning work to be funded with Surface Transportation Block Grant (STBG) or Congestion Mitigation and Air Quality (CMAQ) funds in the UPWP budget table separately from CPG-funded planning activities, as described in the MPO Manual.
4. The MPO will coordinate public participation in the development of the UPWP consistent with the MPO's Public Participation Plan.
5. The MPO will provide ODOT with a signed resolution approving the final UPWP.
6. The MPO will modify the UPWP as needed for changes occurring during the SFY in accordance with its adopted operational procedures. The MPO will coordinate all modifications to the UPWP with the relevant Party and obtain approvals from ODOT and USDOT as necessary per the MPO Manual.
7. The MPO will publish an annual completion report detailing the work accomplished during that SFY relative to what was identified in the corresponding UPWP. The completion report must be submitted to ODOT within ninety (90) days of the conclusion of the SFY.

Ohio Department of Transportation

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will identify transit planning activities that will occur in the next SFY and will provide a description of these activities to the MPO to include in the UPWP. These activity descriptions will be provided to the MPO with a reasonable amount of time to allow for coordination prior to the due date for the MPO's draft UPWP submittal to ODOT.
2. The Public Transit Operator(s) will notify the MPO of any changes to the UPWP during the SFY and coordinate any necessary modifications with the MPO.
3. The Public Transit Operator(s) will detail the work that was completed in the previous SFY and provide a report of those accomplishments to the MPO with a reasonable amount of time to allow for coordination prior to the due date for the MPO's completion report submittal to ODOT.

III. Metropolitan Transportation Plan

A. General Responsibilities

The Metropolitan Transportation Plan (MTP) is an important statement of the direction the region will be taking in transportation system investment. The MTP identifies the multimodal and intermodal transportation policies and facilities needed to meet the MPO's travel demand for a minimum 20-year planning horizon. The MTP should include both short- and long-term strategies designed to result in an integrated transportation system that facilitates the efficient movement of people and goods. "Update means making current a long-range statewide transportation plan, metropolitan transportation plan, TIP, or STIP through a comprehensive review" (Update). 23 CFR 450.104

The MTP is required to have a financial plan that demonstrates fiscal constraint. The financial plan shows how the strategies and projects in the MTP can be implemented. One key part of the financial plan is to identify the necessary financial resources from public and private sources that are reasonably expected to be available to carry out the MTP. To demonstrate fiscal constraint, the cost of the projects and strategies in the MTP cannot exceed the funding reasonably expected to be available over the life of the MTP.

The Parties will work cooperatively during the development of the MTP Update to promote consistency between the MTP, ODOT's long-range statewide transportation plan, and the Public Transit Operator's(s') long-range transit plan. The Parties will coordinate their MTP-related planning activities and studies with each other to promote consistency between metropolitan, transit, and statewide planning strategies and outcomes. This includes mutual consideration of visions and priorities articulated in each Party's transportation planning documents and project identification processes.

B. ODOT Responsibilities

1. ODOT will cooperate with the MPO and the Public Transit Operator(s) in the development of the MTP and participate in the MPO's plan development process.
2. ODOT will cooperate with the MPO and the Public Transit Operator(s) in the development of the MTP financial plan. Upon request, ODOT will provide information to the MPO to assist it in developing forecasts of federal and state funds that will be available for the transportation system in the future.
3. ODOT will provide data available from statewide transportation planning efforts to the MPO for use in the development of the MTP.
4. ODOT will monitor internal plans, studies, and other activities to identify potential amendments to the MTP and inform the MPO and the Public Transit Operator(s) accordingly.

C. The MPO Responsibilities

1. The MPO will lead the development of the MTP in cooperation with ODOT and the Public Transit Operator(s).
2. The MPO will develop a schedule that ensures the MTP Update will be completed and adopted by a resolution of the MPO prior to the federal deadline.
3. The MPO will cooperate with ODOT and the Public Transit Operator(s) in the development of the MTP financial plan that demonstrates fiscal constraint. The MPO will consider information provided by ODOT and the Public Transit Operator(s) in developing forecasts of funds that are expected to be available in the future. The MPO will estimate the local resources and any other sources of funds expected to be available in the future for the transportation system in the MPA.
4. The MPO will continuously monitor plans, studies, and other activities in the MPA to identify potential amendments to the MTP.
5. The MPO is responsible for making air quality conformity determinations for the MTP. The MPO will review plan components and amendments to assess the need for an air quality conformity determination. See Section VIII for each Party's responsibilities as to air quality conformity.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO in the development of the MTP and participate in the MPO's plan development process.
2. The Public Transit Operator(s) will cooperate with ODOT and the MPO in the development of the MTP financial plan. The Public Transit Operator(s) will provide to the MPO system-level estimates of the costs to adequately operate and maintain the transit system and the funds that are reasonably expected to be available for the transit system over the life of the MTP.
3. If the Public Transit Operator(s) has a long-range transit plan, it will provide data from the plan to the MPO as requested for use in the development of the MTP.
4. The Public Transit Operator(s) will monitor internal plans, studies, and other activities to identify potential MTP amendments and inform the MPO accordingly.

IV. Transportation Improvement Program

A. General Responsibilities

The MPO, in cooperation with ODOT and the Public Transit Operator(s), shall develop a Transportation Improvement Program (TIP) for the MPA. The TIP shall reflect the investment priorities established in the current MTP and shall cover a period of no less than four years, be updated at least every four years, and be approved by the MPO and the Governor.

Similarly, ODOT must develop a Statewide Transportation Improvement Program (STIP), in cooperation with the MPO. To cooperate efficiently and effectively, Ohio metropolitan planning organizations develop TIP Updates to coincide with the STIP Update, and ODOT incorporates the TIPs into the STIP directly or by reference. The STIP and TIPs collectively, either as documents or a process, are referred to as the S/TIP in this MOU. ODOT's regular practice is to update the STIP every two years, with the Update becoming effective by July 1 of odd-numbered years. ODOT may change this practice at its discretion, but only in a manner that is consistent with this MOU.

The TIP shall be designed such that once implemented, it makes progress toward achieving the performance targets described in Section VI of this MOU. The TIP shall include capital and non-capital surface transportation projects (or phases of projects) proposed for federal transportation funding (under 23 U.S.C. and 49 U.S.C. Chapter 53) within the boundaries of the MPA. The TIP shall also contain all regionally significant projects in accordance with the applicable laws and regulations.

B. ODOT Responsibilities

1. ODOT will inform the MPO and the Public Transit Operator(s) of the anticipated date of the next STIP Update as soon as it has determined the date and will inform the Parties of any changes to the anticipated date.
2. ODOT, in cooperation with the MPO and the Public Transit Operator(s), will develop a schedule and guidance for the cooperative development of the S/TIP and provide them to the MPO and the Public Transit Operator(s) at the initiation of the STIP Update process.
3. ODOT will maintain the fiscal constraint of the STIP. ODOT will provide the MPO and the Public Transit Operator(s) financial information and project data for ODOT-controlled programs, which will be fiscally constrained to resources that are reasonably expected to be available for use within the MPA to carry out the TIP.
4. ODOT will provide the MPO and the Public Transit Operator(s) with applicable statewide and regional performance measures information for use in TIP development, including baselines, state targets, and projects within the MPA impacting each performance metric.
5. ODOT will coordinate reviews of drafts of the TIP Update in accordance with the S/TIP schedule.
6. ODOT will conduct a public involvement process for the STIP in accordance with its documented public involvement process (currently the Statewide Planning Program Public Involvement Process). ODOT will coordinate with the MPO and the Public Transit Operator(s) on the public involvement process for the S/TIP.
7. ODOT will review and approve the TIP on behalf of the Governor.
8. ODOT will coordinate with the MPO and the Public Transit Operator(s) to maintain and share data for projects (or project phases) scheduled for the current TIP period. ODOT will coordinate with the MPO and the Public Transit Operator(s) to identify needed TIP revisions.
9. ODOT will coordinate with the MPO and the Public Transit Operator(s) to revise the S/TIP in accordance with guidelines approved by ODOT, FHWA, and FTA (currently the Ohio STIP Revisions Guidelines). ODOT will coordinate with the MPO and the Public Transit Operator(s) on any TIP revisions needed to maintain fiscal constraint on ODOT-controlled programs.

C. The MPO Responsibilities

1. The MPO will cooperate with ODOT and the Public Transit Operator(s) on the schedule for the coordinated development of the S/TIP.
2. The MPO will maintain the fiscal constraint of the TIP. The MPO will provide ODOT and the Public Transit Operator(s) financial information and project data for MPO-controlled programs, which will be fiscally constrained to resources that are reasonably expected to be available.
3. The MPO will include applicable statewide and regional performance measures information in the TIP, including baselines and targets. The MPO will also include the effect the TIP's program of projects will have on achieving the performance targets identified in the MTP.
4. The MPO will submit draft(s) and the final TIP Update to ODOT in accordance with the S/TIP schedule for ODOT to coordinate reviews.
5. The MPO will conduct a public involvement process for the TIP in accordance with its public participation plan as required by 23 CFR 450.316. The MPO will coordinate with ODOT and the Public Transit Operator(s) on the public involvement process for the S/TIP.
6. With the submittal of the final TIP Update to ODOT, the MPO will submit a signed and dated MPO resolution(s) that approve the TIP, certify that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements (self-certification), affirm that the TIP is consistent with the MTP, and, if applicable, make an affirmative air quality conformity determination.
7. The MPO will coordinate with ODOT and the Public Transit Operator(s) to maintain and share data for projects (or project phases) scheduled for the current TIP period. The MPO will coordinate with ODOT and the Public Transit Operator(s) to identify needed TIP revisions.
8. The MPO will coordinate with ODOT and the Public Transit Operator(s) to revise the S/TIP in accordance with guidelines approved by ODOT, FHWA, and FTA (currently the Ohio STIP Revisions Guidelines). The MPO will coordinate S/TIP revisions with ODOT and the Public Transit Operator(s) as needed to maintain fiscal constraint of the TIP.
9. The MPO will submit signed resolutions to amend the TIP by the due date established by ODOT in consultation with the MPO. Amendment resolutions will include content required by the MPO Manual.

10. The MPO is responsible for making air quality conformity determinations for the TIP. See Section VIII for each Party's responsibilities with respect to air quality conformity.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO on the schedule for the coordinated development of the S/TIP.
2. The Public Transit Operator(s) will review fiscal constraint information provided by the ODOT and the MPO. The Public Transit Operator(s) will coordinate with ODOT and the MPO on any modifications to the fiscal constraint information.
3. The Public Transit Operator(s) will provide ODOT and the MPO financial information and project data for programs controlled by the Public Transit Operator(s), which will be fiscally constrained to resources that are reasonably expected to be available within the MPA to carry out the TIP.
4. The Public Transit Operator(s) will provide applicable performance measures information to the MPO, including baselines and targets. The Public Transit Operator(s) will also include the effect the TIP's program of projects will have on achieving the performance targets identified in the MTP.
5. The Public Transit Operator(s) will coordinate with ODOT and the MPO on the public involvement process for the TIP.
6. The Public Transit Operator(s) will coordinate with ODOT and the MPO to maintain and share data for projects (or project phases) scheduled for the current TIP period. The Public Transit Operator(s) will coordinate with ODOT and the MPO to identify needed TIP revisions.
7. The Public Transit Operator(s) will coordinate with ODOT and the MPO to revise the S/TIP in accordance with the Ohio STIP Revisions Guidelines. The Public Transit Operator(s) will coordinate S/TIP revisions with ODOT and the MPO as needed to maintain fiscal constraint of TIP.

V. Annual Listing of Obligated Projects

A. General Responsibilities

Each year, the Parties will cooperatively develop a listing of projects for which federal transportation funding (under 23 U.S.C. and 49 U.S.C. Chapter 53) were obligated in the preceding SFY. This listing will be published by the MPO within 90 calendar days of the end of the SFY and include all federally funded projects that were either authorized or revised to increase obligations in the previous year. For each project, the listing will include the information in the TIP, the amount of federal funds requested in the TIP, the federal funding that was obligated during the preceding year, and the federal funding remaining and available for subsequent years.

B. ODOT Responsibilities

1. ODOT will provide data to the MPO for use in producing the annual listing of obligated projects. They will be made available as soon as possible following the end of each SFY. The data will include federal funding that was obligated to highway and transit projects during the preceding state fiscal year.

C. The MPO Responsibilities

1. The MPO is responsible for the following project data: project information in the TIP, the amount of federal funds requested in the TIP, and the federal funding remaining and available for subsequent years.
2. The MPO will publish a list of obligated projects within 90 calendar days of the end of the SFY.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will provide to ODOT and the MPO upon request the information needed to produce the annual listing of obligated projects.

VI. Performance-Based Planning

Section VI. of this MOU supersedes the 2018 MOU executed by the Parties regarding Performance Based Transportation Planning Processes.

A. General Responsibilities

1. The Parties will cooperatively develop and share information related to: transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see 23 CFR 450.306(d)), and the collection of data for the ODOT asset management plan.
2. The Parties will use data sources and methodologies consistent with federal regulations for performance-based planning and programming.

3. Unless otherwise agreed to in writing, ODOT and the MPO agree to use the following data sources and methodologies for performance-based planning and programming:

    a. Data from the Ohio Department of Public Safety (ODPS) Statewide Crash Report System will be used to inform the selection of safety targets and measure actual performance.

    b. Travel time data needed to calculate the measures of Travel Time Reliability, Freight Reliability, and Peak Hour Excessive Delay (PHED) per Capita will come from the National Performance Management Research Data Set (NPMRDS).

    c. The reporting segments needed to calculate the measures of Travel Time Reliability, Freight Reliability, and PHED will be the Travel Time Segments in the NPMRDS.

    d. The calculation of the PHED measure will use an afternoon peak period of 3 p.m. to 7 p.m.

    e. The data to determine the Percent of Non-SOV Travel measure (where SOV means single occupancy vehicle) will be developed using the U.S. Census Bureau's American Community Survey.

B. ODOT Responsibilities

1. ODOT will coordinate with the MPO and the Public Transit Operator(s) on the selection and adjustment of federal performance targets to ensure consistency, to the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.

2. ODOT will provide the MPO and the Public Transit Operator(s) with draft targets relevant to each party within a reasonable amount of time for review, comment, and coordination among the Parties in order to establish or adjust those targets prior to the federal deadlines.

3. ODOT will make the data used to develop performance targets and obtain metrics (quantifiable indicators of performance or condition) available to the MPO and the Public Transit Operator(s) upon request.

4. ODOT will review draft targets provided by the MPO and the Public Transit Operator(s) and provide any relevant comments within a reasonable amount of time prior to the federal deadlines for coordination between the MPO and the Public Transit Operator(s) to establish or adjust those targets.

C. The MPO Responsibilities

1. The MPO will coordinate with ODOT and the Public Transit Operator(s) on the selection and adjustment of federal performance targets to ensure consistency, to the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.
2. The MPO will review draft targets provided by ODOT and the Public Transit Operator(s) and provide any relevant comments within a reasonable amount of time prior to the federal deadlines for coordination between ODOT and the Public Transit Operator(s) to establish or adjust those targets.
3. The MPO will provide ODOT and the Public Transit Operator(s) with draft targets relevant to each Party within a reasonable amount of time for review, comment, and coordination among the Parties to establish or adjust those targets prior to the federal deadlines.
4. The MPO will make the data and methodologies used by the MPO to develop performance targets and metrics available to a Party upon request.
5. The MPO will provide ODOT and the Public Transit Operator(s) with a signed resolution from the MPO establishing the final targets prior to the federal deadlines to report those targets.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will coordinate with ODOT and the MPO on the selection and adjustment of federal performance targets to ensure consistency, to the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.
2. The Public Transit Operator(s) will provide ODOT and the MPO with draft targets relevant to each Party within a reasonable amount of time for review, comment, and coordination among the Parties prior to the federal deadlines to establish or adjust those targets.
3. The Public Transit Operator(s) will make the data and methodologies used to develop performance targets and obtain metrics (quantifiable indicators of performance or condition) available to a Party upon request.
4. The Public Transit Operator(s) will review draft targets provided by ODOT and the MPO and provide any comments relevant to each Party within a reasonable

amount of time for coordination among the Parties prior to the federal deadlines to establish or adjust those targets.

5. The Public Transit Operator(s) will notify the relevant Party when performance targets and metrics are submitted to USDOT.
6. The Public Transit Operator(s) will provide ODOT and the MPO with a copy of its Transit Asset Management Plan every time it is updated and its Public Transit Agency Safety Plan every time it is updated.
7. The Public Transit Operator(s), as applicable, will provide ODOT and the MPO with data for the percent of track segments that have performance restrictions.

VII. Travel Demand Modeling

A. General Responsibilities

1. A regional travel demand model has been established for the MPO. If the MPA includes an area where quantitative Air Quality Conformity Analysis is required, the Parties will cooperate to maintain a state-of-the-practice regional travel demand model. In the event that quantitative Air Quality Conformity Analysis is no longer required, the Parties may agree that the Statewide Travel Demand Model is sufficient for the planning needs of the MPA.
2. The Parties will coordinate with each other on model runs needed for the planning process and ODOT project design forecasts.
3. The Parties will work cooperatively to collect and update input data for the model so that it accurately reflects local conditions and adheres to adopted Ohio guidelines, including population control totals by county. The MPO and ODOT will cooperatively determine if there are to be any deviations from default methods or input data, such as alternative population projections.

B. ODOT Responsibilities

1. ODOT will consult with the MPO to determine what models will be used for each project and which Party will conduct the modeling.
2. ODOT will allow the MPO one month to perform the modeling if the MPO can do so. ODOT may authorize a longer time frame for the MPO to perform the modeling and will determine the time frame based on the project schedule or the modeling complexity.

3. ODOT will transmit a full working copy of the updated model to the MPO whenever ODOT substantially changes the model. A substantial change and the content of the submission is defined in the MPO Manual.
4. ODOT will transmit a traffic assignment model to the MPO in each SFY that ODOT enacts model updates unless it has transmitted a full working copy of the updated model to the MPO in the same year. The content of the submission is defined in the MPO Manual.
5. ODOT will transmit the model inputs and outputs to the MPO whenever ODOT conducts modeling for a specific ODOT project. The content of the submission is defined in the MPO Manual. ODOT will maintain the model and its inputs used for project modeling requests for at least one year (or as agreed upon for the project). ODOT will consult with the MPO and the Public Transit Operator(s) on additional analysis needs and alternatives during the project development process.
6. ODOT will allow the MPO two weeks to do the project-specific modeling for use in Design Traffic Forecasts or planning studies if the MPO has maintained the project modeling and is able to provide consistent modeling results as needed. ODOT may authorize a longer time frame based on the project schedule or the modeling complexity.
7. ODOT may modify the MPO travel demand model to meet its specific planning purposes. When such modifications are made, ODOT will: 1) provide a written list of the modifications to the MPO; and 2) not portray the modified model publicly or privately as the MPO travel demand model, unless prior written consent is provided by the MPO.
8. ODOT and/or its consultants will perform any travel demand modeling in the region consistent with the regional travel demand model.
9. In order to reflect the most complete information possible, ODOT will supply traffic counts, trip distribution estimates, trip assignments, crash data, and information concerning detected bottlenecks or delays on the state system and will supply the information on an as-needed basis. This does not preclude the MPO from collecting additional information.
10. ODOT will support a travel demand model users' group to provide ongoing coordination with modelers in the planning partner agencies, local governments, and their consultants.

C. The MPO Responsibilities

1. The MPO will perform model runs unless otherwise agreed to in writing.

2. The MPO will transmit a full working copy of the updated model to ODOT whenever the MPO substantially changes the model. A substantial change and the content of the submission is defined in the MPO Manual.
3. The MPO will transmit a traffic assignment model to ODOT in each SFY that the MPO enacts model updates unless it has transmitted a full working copy of the updated model to ODOT in the same year. The content of the submission is defined in the MPO Manual.
4. The MPO will transmit the model inputs and outputs to ODOT whenever the MPO performs modeling for a specific ODOT project. The content of the submission is defined in the MPO Manual. The MPO will maintain the model and its inputs used for project modeling requests for at least one year (or as agreed upon for the project). The MPO will consult with ODOT and the Public Transit Operator(s) on additional analysis needs and alternatives during the project development process.
5. The MPO will develop, maintain, and update the regional travel demand model that is used for the MTP and TIP, transportation studies, and for evaluating transportation-related air quality impacts within the MPA (if applicable).
6. The MPO will consult with ODOT regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model.
7. The MPO will provide the model and information from the model to ODOT for planning purposes. The regional travel demand model developed by the MPO for these purposes will be used for the purposes of regional transportation planning, programming, and air-quality conformity analysis. Data requests from ODOT for model information will be jointly coordinated and processed according to the MPO’s established data request policy.
8. The MPO will utilize the regional travel demand model for evaluating the performance of the region's transportation system and to assess proposed strategies for the MTP and TIP. The MPO will also utilize the regional travel demand model for environmental justice analyses and, if applicable, air quality analyses.
9. The MPO will provide information from the regional travel demand model to support studies and other analyses by ODOT and the Public Transit Operator(s).
10. The MPO will assist ODOT and the Public Transit Operator(s) in reviewing modeling approaches for consistency with the regional travel demand model.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will consult with ODOT and the MPO on additional analysis needs and alternatives during the iterative design process.
2. The Public Transit Operator(s) and/or its consultants will perform any travel demand modeling in the region consistent with the regional travel demand model.
3. The Public Transit Operator(s) will share available boarding/alighting and route specific ridership data as needed, including on-board survey data. If data is not available, the Public Transit Operator(s) will coordinate with the MPO to acquire data to support travel demand modeling needs.

VIII. Air Quality Conformity

A. General Responsibilities

Transportation conformity is required by Clean Air Act Section 176(c) (42 U.S.C. 7506(c)) to ensure that federal funding and approval are given to highway and transit projects that are consistent with—"conform to"—the air quality goals established by the Ohio Environmental Protection Agency's State Implementation Plan (SIP). For ODOT and the MPO, conformity means that transportation activities that compose the MTP and S/TIP will not cause new air quality violations, worsen existing violations, or delay timely attainment of the National Ambient Air Quality Standards (NAAQS). Conformity requirements apply in areas that either do not meet or previously have not met NAAQS. It is the responsibility of both the MPO and ODOT to participate in the conformity process to meet the NAAQS for any non-attainment or maintenance region.

1. The Parties and other metropolitan planning organizations in the air quality region will cooperatively determine the need to initiate an air quality conformity process.
2. The Parties will fulfill their roles and responsibilities for interagency consultation as documented in the current SIP MOU.
3. The Parties and other project sponsors will work cooperatively to define the design concept and scope of projects in the MTP and TIP to conduct regional emissions analyses.

B. ODOT Responsibilities

1. ODOT will use the latest planning assumptions and emissions model when conducting regional emissions analyses.

2. ODOT will transmit formal requests for new regional conformity determinations to FHWA.

3. ODOT will provide the MPO staff with a copy of the USDOT conformity letter.

C. The MPO Responsibilities

1. The MPO will initiate the conformity process and prepare documentation describing the transportation action prompting the need for a new conformity determination.

2. The MPO will document the procedures and parameters by which conformity will be established as determined through interagency consultation and distribute them to all involved parties for concurrence.

3. The MPO will use the latest planning assumptions and emissions model when conducting regional emissions analyses.

4. The MPO will coordinate public participation in the conformity determination consistent with the MPO's Public Participation Plan.

5. The MPO will document within a resolution that it has determined the conformity of its plans and programs to the SIP and will provide that documentation with its request to ODOT for a USDOT conformity determination.

6. The MPO will send requests for a USDOT conformity determination to ODOT. The request will include documentation of planning, conformity, and public participation and the resolution(s).

D. The Public Transit Operator(s) Responsibilities

See General Responsibilities in Section A.

IX. Coordinated Public Transit-Human Services Transportation Plan

Areas must have a Coordinated Public Transit-Human Service Transportation Plan (Coordinated Plan) to be eligible to expend FTA Section 5310 funds.

A. General Responsibilities

1. The Parties will work cooperatively to ensure that the extent of the MPA has a Coordinated Plan(s) that satisfies the eligibility requirements for FTA Section 5310 funds.

2. The Parties will integrate the applicable Coordinated Plan(s) with the transportation planning activities that include the MPA.

3. The Parties will work cooperatively to develop, review, and update the Coordinated Plan(s) that include the MPA as needed.

X. Public Participation Plan

A. General Responsibilities

The MPO will develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

B. ODOT Responsibilities

1. ODOT will cooperate with the MPO and the Public Transit Operator(s) to develop and maintain the Public Participation Plan for use in the metropolitan planning process.

2. To coordinate effective planning and programming activities, ODOT, to the maximum extent practicable, will coordinate public information efforts with the MPO and the Public Transit Operator(s), and seek joint opportunities for public involvement.

3. ODOT will use strategies from the Public Participation Plan as part of planning studies and project development activities in the MPA.

C. The MPO Responsibilities

1. The MPO will cooperate with ODOT and the Public Transit Organization(s) to develop and maintain the Public Participation Plan for use in the metropolitan planning process.

2. The MPO will initiate periodic reviews of the effectiveness of the Public Participation Plan strategies and may suggest updates to the Public Participation Plan in cooperation with ODOT and the Public Transit Organization(s).

3. The MPO will follow the Public Participation Plan in its planning and programming work so that the public is adequately and appropriately engaged in planning and project development activities in the MPA.
4. To coordinate effective planning and programming activities, the MPO, to the maximum extent practicable, will coordinate public information efforts with ODOT and the Public Transit Organization(s), and seek joint opportunities for public involvement.

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO to develop and maintain the Public Participation Plan for use in the metropolitan planning process.
2. The Public Transit Operator(s) will use strategies from the Public Participation Plan as part of planning studies and project development activities in the MPA.
3. To coordinate effective planning and programming activities, the Public Transit Operator, to the maximum extent practicable, will coordinate public information efforts with ODOT and the MPO, and seek joint opportunities for public involvement.

XI. Coordinating Planning Processes Across MPA Boundaries

A. General Responsibilities

If more than one metropolitan planning organization has been designated to serve an urbanized area, the metropolitan transportation planning processes will be coordinated to assure the development of consistent MTPs and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. The metropolitan transportation planning processes for affected metropolitan planning organizations should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs.

1. The Parties will share available information, such as GIS layers, shapefiles, databases, and other applicable electronic data along common boundaries for the purpose of travel demand model development, calibration, and other analytical applications as requested, practicable, and subject to agency-level policies, procedures, and agreements.

2. The Parties will coordinate the collection and analysis of data regarding travel patterns to, through, and among adjacent MPAs. Examples include traffic counts, household surveys, "big data" acquisition (e.g., cell phone origin-destination data or travel speed data).

3. The Parties will share and coordinate the latest estimates, projections, and planning assumptions related to population, employment, land use, travel, transit, congestion, and economic activity for long-range planning applications, such as congestion management processes.

4. The Parties will exchange information and expertise in matters of mutual concern. This includes each agency ensuring the notification of, and participation in, meetings concerned with matters of mutual interest, and collaboration on projects and studies with other parties that share transportation corridors, service routes, and assets spanning MPA boundaries.

B. ODOT Responsibilities

See General Responsibilities in Section A.

C. The MPO Responsibilities

1. The MPO retains responsibility and authority for the metropolitan planning process carried out in its MPA.

2. The MPO will conduct cross-boundary coordination of matters affecting the Congestion Management Process, including monitoring activities and the sharing of relevant data (e.g., traffic counts, park and ride facilities, and transit use to and from adjoining MPAs).

D. The Public Transit Operator(s) Responsibilities

1. The Public Transit Operator(s) will coordinate with relevant metropolitan planning organizations as appropriate to share service information, ridership data, and other data for use in the planning process, including in the congestion management process.

2. The Public Transit Operator(s) will coordinate with relevant metropolitan planning organizations on planning and programming for investments, including services, that cross MPA boundaries.

XII. Updating, Modifying, or Terminating the MOU

This MOU constitutes the mutual responsibilities for carrying out the metropolitan transportation planning process per 23 CFR 450.314. Any changes or modifications to this MOU shall be made and agreed to in writing by all Parties.

XIII. Signatures

Any person executing this MOU in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this MOU on such principal's behalf.

Any Party hereto may deliver a copy of its counterpart signature page to this MOU via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile signature of any other Party delivered in such a manner as if such signature were an original.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Signatures:

Ohio-Kentucky-Indiana Regional Council of Governments	**Ohio Department of Transportation**
X DocuSigned by: Mark Policinski 0358FC81EA01479...	X Pamela Boratyn
Mark Policinski Chief Executive Officer	Pamela Boratyn Director
Date: 10/22/2024	Date: 1/8/2025

Southwest Ohio Regional Transit Authority	**Butler County Regional Transit Authority**
X DocuSigned by: Darryl Haley 420B729B4AF94C9...	X Signed by: Matthew Dutkevicz 6CA1772508404B1...
Darryl Haley Chief Executive Officer and General Manager	Matthew Dutkevicz Executive Director
Date: 10/23/2024	Date: 11/20/2024

Clermont Transportation Connection	Middletown Transit Services
X Signed by: Andy Mays 035A42F20F0249C...	X Signed by: Nathan E Cahall 7F40B4BFE33348C...
Andy Mays Director	Nathan Cahall Acting City Manager
Date: 10/24/2024	Date: 10/25/2024

Warren County Transit Service	City of Cincinnati for the Cincinnati Streetcar
X Signed by: Susanne Mason 705D52314580450...	X Signed by: Sheryl Long 83D9A9DFF4BD44E...
Susanne Mason Program Manager	Sheryl M.M. Long City Manager
Date: 10/28/2024	Date: 10/29/2024

For Use by ODOT Office of Chief Legal Counsel Only:

dtgl

Date Reviewed:1-3-25

MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET,
TRANSIT AUTHORITY OF NORTHERN KENTUCKY,
AND
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS;
METROPOLITAN TRANSPORTATION PLANNING PROCESS

This Memorandum of Agreement (MOA), made and entered into by and between the Ohio-Kentucky-Indiana Regional Council of Governments (hereinafter referred to as the MPO), the Transit Authority of Northern Kentucky (hereinafter referred to as TANK), and the Kentucky Transportation Cabinet (hereinafter referred to as KYTC), which are collectively hereinafter referred to as the AGENCIES,

WITNESSETH

WHEREAS, the MPO is the designated metropolitan planning organization serving a metropolitan planning area, hereinafter referred to as the MPA, which includes the Kentucky portion of the Cincinnati urbanized area; and

WHEREAS, TANK is a provider of public transit serving the MPA; and

WHEREAS, 23 C.F.R. §450.314 requires the MPO(s), state(s), and providers of public transportation serving an MPA to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process and identify those responsibilities in written agreements,

NOW THEREFORE, the AGENCIES hereby agree as follows:

Section 1. Geographic Scope: As of the effective date of this MOA, the Kentucky portion of the MPA includes all of Boone, Kenton, and Campbell Counties. The Kentucky portion of the MPA may be expanded in the future, to the extent necessary to encompass the minimum MPA required by the Code of Federal Regulations, without requiring an amendment to this MOA. The MPO is responsible for carrying out the provisions of 23 U.S.C. §134 for the Kentucky portion of the MPA, which is hereinafter referred to as the MPO area.

Section 2. Performance-Based Transportation Planning & Programming: The MPO will carry out a performance-based metropolitan transportation planning process for the MPO area in cooperation and consultation with KYTC, TANK, and other agency partners. Performance measures will be tracked and reported in accordance with applicable laws and regulations.

The AGENCIES mutually agree to share available data related to performance measurement and target setting with each other, subject to the policies and procedures of each agency and any restrictions on the data. Examples of such data include but are not limited to traffic counts, travel times/speeds, socioeconomic data, transit ridership data and infrastructure condition measures. KYTC will normally collect any data required for its state asset management plan for the National Highway System. If KYTC requests the MPO to collect data for the state asset management plan, the data collection process will be determined cooperatively with the MPO.

KYTC will notify the MPO upon the establishment and/or modification of statewide targets for performance measures required by the Code of Federal Regulations. The MPO will plan and program projects that contribute to the achievement of KYTC's statewide targets and/or commit to quantifiable targets. Any quantifiable targets to which the MPO chooses to commit will be approved by the MPO within the timeframe established by the Code of Federal Regulations and reported to KYTC upon approval. If the MPO does not report a quantifiable target for a performance measure to KYTC, it will be understood that the MPO agrees to plan and program projects so that they contribute toward the accomplishment of KYTC's target for that performance measure.

TANK will notify the MPO upon the establishment and/or modification of performance targets for its Transit Asset Management Plan as required by the Code of Federal Regulations. The MPO will establish targets for transit performance measures for the MPO area, taking into consideration the targets established by TANK, if available. If TANK does not report targets for transit performance measures in accordance with the Code of Federal Regulations and Federal Transit Administration guidance, the MPO will assume that TANK agrees with the MPO area targets established by the MPO for those measures.

Performance to be used in tracking progress toward attainment of critical outcomes will be reported in the Metropolitan Transportation Plan.

Section 3. Participation Plan: In compliance with all applicable laws and regulations, the MPO will maintain a Participation Plan which outlines a formal public involvement process, including public notice and comment periods. The MPO will follow the Participation Plan as a part of all metropolitan transportation planning initiatives and will update the Participation Plan as needed.

Section 4. Metropolitan Transportation Plan (MTP): In cooperation and coordination with KYTC, TANK, and other agency partners, the MPO will develop and maintain a financially reasonable MTP in compliance with all applicable laws and regulations.

The MPO will select an initial list of projects to include in the MTP in consultation with KYTC, TANK, and other agency partners. The initial list of MTP projects will be confirmed, supplemented or revised based on public input received during the public comment period as specified in the MPO's Participation Plan. The MPO will receive and address all comments and include documentation in the final MTP.

KYTC and TANK will provide the MPO with sufficient details, including location, description and cost for projects that they have proposed or endorsed for inclusion in the MTP and may, at their discretion, provide the MPO with cost estimates for projects proposed by the MPO or other agency partners.

At the request of the MPO, KYTC will provide the following information to the MPO:

- Preliminary system-level estimates of costs necessary to adequately operate and maintain the Federal-aid highway system within the MPO area.
- State and federal funds estimated to be available for highway construction and maintenance within the MPO area for each year within the time horizon covered by the MTP.
- Estimated construction cost inflation rate over the time horizon covered by the MTP.

The MPO will prepare necessary amendments and/or administrative modifications to the MTP that will include project location and description, cost estimates, and impact on fiscal constraint, if applicable. Amendments and administrative modifications will follow the procedures outlined in the MPO's Participation Plan.

Section 5. Transportation Improvement Program (TIP): In cooperation and coordination with KYTC, TANK, and other agency partners, the MPO will develop, approve, and maintain a TIP. The TIP will be consistent with, and updated at least at the frequency required by, all applicable laws and regulations.

The TIP will explicitly demonstrate fiscal constraint for projects using funds dedicated to the urbanized area(s) served by the MPO. For projects using other state and/or federal funds, fiscal constraint will be determined at the state level and demonstrated in the Statewide TIP.

At the request of the MPO, KYTC will provide cost estimates for projects proposed or endorsed by KYTC. KYTC may, at its discretion, provide cost estimates for projects proposed by other agencies. The MPO will amend or modify the TIP as needed to include new projects and/or changes to existing projects.

Section 6. Annual Listing of Obligated Projects: Following the end of each fiscal year, the MPO will develop an Annual Listing of Obligated Projects for the fiscal year in accordance with all applicable laws and regulations. KYTC will provide information to the MPO on funds obligated under 23 U.S.C. for the MPO area. The MPO will obtain information on funds obligated under 49 U.S.C. Chapter 53 from available sources such as transit agencies and will prepare an annual listing of obligated projects. The MPO will provide the annual listing of obligated projects to KYTC in time for KYTC to submit the listing to United States Department of Transportation by the federal deadline.

Section 7. Unified Planning Work Program: The MPO will prepare a Unified Planning Work Program (UPWP) based on anticipated funding levels. The MPO will submit a copy to all applicable parties for review and determination of eligibility, in accordance with schedules and document routing requirements established by KYTC. The MPO will coordinate with KYTC, TANK, and other agency partners to determine appropriate work tasks and funding levels to include in the UPWP.

The MPO will coordinate with TANK in the development and submittal of the FTA 5303 application. The MPO will be responsible for providing the local match to FTA 5303 funds unless otherwise negotiated.

Section 8. Transit Coordination: The MPO will coordinate with TANK and other transit providers on matters related to public transportation as they pertain to the metropolitan transportation planning process and to ensure that transit-related projects are included in the TIP.

Section 9. Dispute Resolution: Any disputes between the AGENCIES not resolved by the terms of this MOA, which cannot be resolved between the staffs of the AGENCIES and/or MPO committee members, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative, whose decision shall be final. The Federal Highway Administration, Federal Transit Administration and any other relevant agencies will be consulted throughout the dispute resolution process, as needed, and their input will be taken into consideration in attempting to resolve disputes.

Section 10. Effective Date: The effective date of this MOA is the date by which all required parties have signed the MOA.

Section 11. Termination and Modification: It is the intent of the AGENCIES to carry out the metropolitan transportation planning process on a continuing basis. This MOA supersedes the Memorandum of Agreement between the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) and the Kentucky Transportation Cabinet (KYTC) that was executed by the Commonwealth of Kentucky Transportation Cabinet Secretary on July 17, 2015, as well as the Memorandum of Agreement between the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) and the Transit Authority of Northern Kentucky (TANK) that was executed by the Transit Authority of Northern Kentucky General Manager on February 23, 2015, and will remain in effect until terminated or replaced by a new MOA. Any agency subject to this MOA may withdraw from the MOA by giving thirty (30) days written notice to all other agencies subject to the MOA. In the event that an agency withdraws from this MOA, the rights and responsibilities of the remaining agencies will remain unchanged with respect to each other until this MOA is amended or replaced.

In the event that this MOA requires modification for any reason, the required modifications may be accomplished through the execution of a letter modification or supplemental agreement between all agencies subject to this agreement.

This MOA may be replaced with a new MOA at any time upon the written consent of all remaining signatory agencies. In the event that this MOA is replaced with a new MOA, this MOA will become null and void when the new MOA goes into effect.

Section 12. Applicable Laws: This MOA shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, the United States of America, and the Commonwealth of Kentucky.

IN TESTIMONY WHEREOF, the parties have hereto caused this MOA to be executed upon signature by their proper officers and representatives:

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CEO/EXECUTIVE DIRECTOR

DATE:

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

SECRETARY, TRANSPORTATION CABINET

DATE: 5/3/18

TRANSIT AUTHORITY OF NORTHERN KENTUCKY

GENERAL MANAGER

DATE: 3/12/2018

APPROVED AS TO FORM & LEGALITY

OFFICE OF LEGAL SERVICES TRANSPORTATION CABINET

DATE: 4/23/18

TRANSPORTATION ISSUES

A wide range of issues must be dealt with in transportation planning -- cost and other economic issues, operating authority, levels of service to be provided, and how to allocate limited fiscal resources among competing priorities and objectives.

In addition, transportation planning is just one area of comprehensive functional planning, which also includes land use, housing and environmental planning. All functional plans are integrated into a comprehensive plan designed to promote the general well-being of the entire region.

The important or major urban transportation issues and opportunities facing the OKI region include:

- Addressing the requirements of the Clean Air Act Amendments of 1990 (CAAA).
- Moving towards more performance-based planning process to address the many challenges facing our transportation system today as in response to the federal transportation legislation Bipartisan Infrastructure Law (BIL), in regard to improving safety, reducing traffic congestion, improving efficiency in freight movement, increasing intermodal connectivity and protecting the environment.
- Continuing an aggressive congestion management process (CMP).
- Continuing the development of an aggressive Transportation Systems Management (TSM) process and project prioritization to assure efficient use of the existing system.
- Continuing efforts to improve public awareness, including community advisory requirements, and input to all stages of the transportation planning process.
- Pursuing the recommendations of the *OKI Metropolitan Transportation Plan* to provide a truly multimodal and intermodal transportation system for the region.
- Coordinating OKI's regional transportation planning with statewide transportation planning.
- Refining the travel model to generate high quality project level travel information.
- Delivering a program of projects that improve transportation energy efficiency, livability and economic vitality.

TRANSPORTATION PLANNING ACTIVITIES

Transportation planning is broadly defined as all the activities that precede implementation of transportation projects or policies. Specifically, it is the process that leads to decisions on transportation policies and programs. This process can be broad, dealing with questions such as how to raise and allocate transportation revenues, or can be quite specific, such as providing forecasts of traffic volumes that can be used in designing a particular facility. The planning elements involved can be generally grouped and defined as follows:

Short-Range Planning – The process whereby roadway, transit, bike and pedestrian projects developed under planning activities become integrated into one coordinated, fundable and implementable program of transportation improvements. The *Transportation Improvement Program* (TIP) serves as the short-range element of the region’s transportation plan. This document is a programming instrument for projects identified for funding. Short-range planning also includes technical assistance to local units of government and management of the transportation alternatives (TA) program.

Transportation Planning – The systematic sequence of activities that continuously evaluate and update the current long range transportation plans. A review of the adopted transportation plan is conducted to account for development changes and/or forecasts and policies identified through the surveillance element. Every four years the transportation plans are subject to a major review and/or reevaluation. A minimum 20-year horizon year is maintained. The congestion management process (CMP) is an integral part of long-range planning activities.

Surveillance – The maintenance of basic data files essential to the monitoring of transportation assumptions underlying the basic planning process. This activity includes the maintenance of current data files and geographic information systems (GIS) used in the preparation of the short-range and long-range plans for the OKI region as well as development and refinement of the OKI Travel Model for forecasting future demand and service levels.

Services – OKI plays a key role in providing planning data and services to member governments, private sectors, and the business community. Public outreach efforts are integral to the planning process.

Air Quality Planning – The purpose of air quality planning is to ensure that OKI’s Metropolitan Transportation Plan and Programs contribute to the region’s attainment and maintenance of national air quality standards. The integration of OKI's air quality and transportation planning activities in a single planning process to permit air quality analysis of transportation plan alternatives assures this.