

OKI FY 2025 UNIFIED PLANNING WORK PROGRAM



OKI FY 2025 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 11, 2024

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

CONTENTS

INTRODUCTION	1
WORK PROGRAM	
600 TRANSPORTATION	
601 Short Range Planning.....	16
602 Transportation Improvement Program	17
605 Continuing Planning - Surveillance	19
610 Metropolitan Transportation Plan.....	24
625 Transportation Services	30
665 Special Studies	32
667 Rideshare Activities.....	33
674 Section 5310 and Mass Transit Planning	34
675 Mass Transit Exclusive	36
684 Ohio Exclusive	44
685 Indiana Exclusive.....	45
686 Kentucky Exclusive	47
695 Unified Planning Work Program	49
697 Transportation Program Reporting.....	50
720 Mobile Source Emissions Planning	51
700 ENVIRONMENTAL	
710 Local Water Quality Activities.....	52
800 REGIONAL PLANNING ACTIVITIES	56
APPENDIX A: BUDGET	A-1
Rationale for Funding	A-1
Budget Table	A-2
APPENDIX B: COST ALLOCATION PLAN	B-1
APPENDIX C: TITLE VI	C-1
APPENDIX D: PROSPECTUS	D-1

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
Air Quality and Air Quality Conformity	720 - Mobile Source Emissions Planning
Bike/Ped	601 - Short Range Planning
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	610 Transportation 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
Ohio Exclusive	684.2
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
Traffic Simulation	605 – Continuing Planning-Surveillance (Modeling)
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

Urbanized Boundary	610.1 – Transportation Plan
VW Settlement	610.1 – Transportation Plan
Water Quality	710 - Water Quality Program

INTRODUCTION



INTRODUCTION

The Fiscal Year 2025 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, 2024 and ending June 30, 2025. 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.

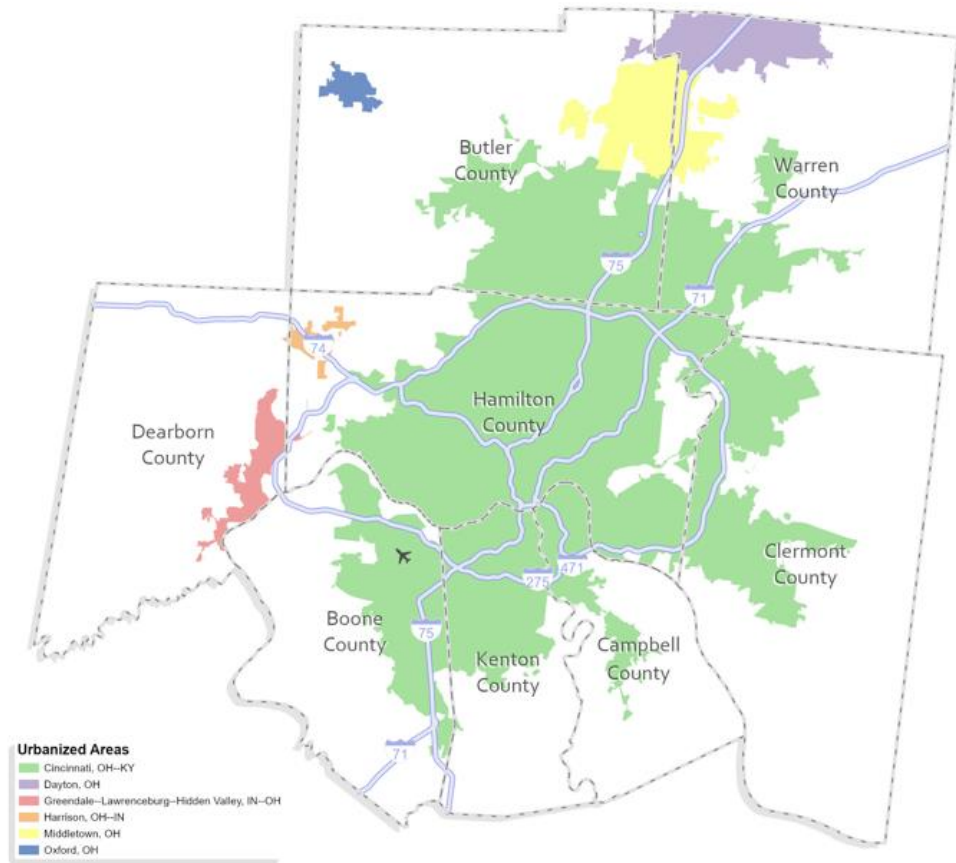
Primarily a management tool for planning and coordination, the UPWP provides the basis for cataloging and integrating OKI's activities into general categories. It delineates the programmatic and fiscal relationships essential for internal planning and programming. The current federal regulations that 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 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 using State Planning and Research Funds (SPR). All Dearborn planning activities are funded using SPR funds except in 5310 activities.

OKI METROPOLITAN PLANNING AREA



- Urbanized Areas**
- Cincinnati, OH-KY
 - Dayton, OH
 - Greendale-Lawrenceburg-Hidden Valley, IN-OH
 - Harrison, OH-IN
 - Middletown, OH
 - Oxford, OH



PLANNING PRIORITIES

The FY 2025 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 Bipartisan Infrastructure Law (BIL). 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 BIL. 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 sustainability and 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 in promoting issue identification and understanding, goal-setting and prioritization, and community outreach activities.
- Provide technical data and assistance to individual 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 BIL 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 environmental justice 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 674 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 2025)

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 Bipartisan Infrastructure Law (BIL) 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 BIL 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 requirement of BIL.

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

Transportation Improvement Program (TIP) (Update Schedule: every two years; Last Update: May 2023. Next Update: May 2025)

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

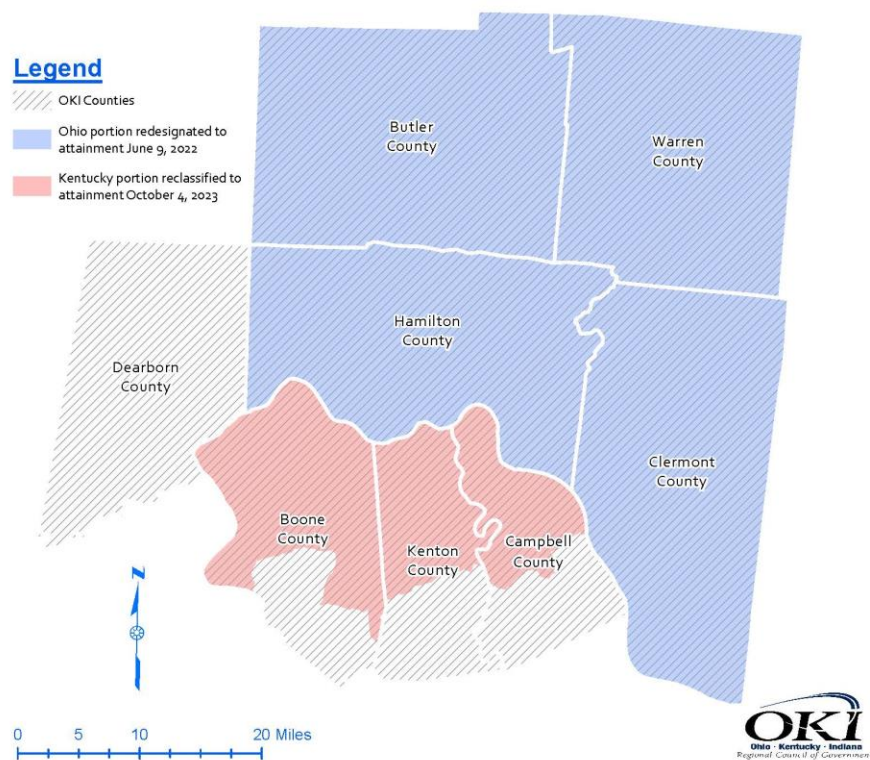
The 2015 Cincinnati ozone area includes portions of the Ohio counties of Butler, Clermont, Hamilton, and Warren; and the Kentucky counties of Boone, Campbell, and Kenton. On June 9, 2022, the U.S. Environmental Protection Agency (EPA) found that the Cincinnati, Ohio area had attained the 2015 ozone National Ambient Air Quality Standard (NAAQS) and acted in accordance with a request from the Ohio EPA to redesignate the Ohio portion of the area to a maintenance area. In October 2023, EPA found that the Kentucky portion of the Cincinnati area had attained 2015 ozone NAAQS and has been redesignated to a maintenance area. Maintenance areas must still 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 air quality 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 OKI FY2024-FY2027 TIP in September 2023. 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.

Cincinnati Ozone Area - 2015 Ozone Standard



Corridor and Special Studies

OKI has been a leader both regionally and nationally in initiating and managing corridor studies. Since 1997, 21 corridor and/or special studies have been completed by OKI. The latest is the *OKI Freight Plan* which was completed in 2023. The corridor studies permit detailed evaluation of problems and potential solutions. The agency is in the process of updating the Strategic Regional Policy Plan (SRPP).

Performance-based Planning

Performance-based transportation planning continues under BIL. 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 Spring 2020. The 2020 report documents the procedures and findings from the fifth 4-year data collection cycle that was completed in 2019 and compares transportation system performance at key intersections and segments of the CMP network to earlier data. An update to the CMP is part of this work program.

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 began facilitating ongoing collaboration meetings in November 2021. This effort is ongoing.

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 BIL. 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 30 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. 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 continues 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 recently adopted Transit Network Study (2020) and SORTA’s Bus Rapid Transit Study (2022). OKI shares data with the various planning partners and agencies and provides technical assistance whenever possible. In 2024 OKI has taken on a leadership role in EPA’s Climate Pollution Reduction Program. A collaborative of regional agencies across 16 counties in the MSA is producing a plan to address climate change and produce programs and projects to reduce green house gases.

Professional Development

Professional development of staff is critical to OKI’s success and ability to provide excellent service and expertise to our region. Use of PL funds is an eligible expenditure under USC Title 23. Staff makes 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

Each of the FHWA Division Offices in Ohio, Kentucky and Indiana and FTA Regions IV and V Issue Planning Emphasis Areas (PEA’s) through their respective state DOT annually. The purpose of the PEAs is to focus our efforts on implementing the programs of BIL. Following are emphasis areas for FY24 provided by each state.

Ohio Division PEA’s

- Implementation of the Bipartisan Infrastructure Law (BIL)

- A minimum of 2.5% of PL funding is required to be used to increase safe and accessible options for multiple travel modes for people of all ages and abilities. Examples of what counts towards this 2.5% requirement are included in Section 11206 of BIL.
- Incorporate the requirements of Section 11201 of BIL in the MPO Planning Process. This includes:
 - Consultation with officials responsible for housing.
 - Option for TMAs to develop a housing coordination plan.
 - 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.
 - MPO Capital Programs Management
 - Implementation of strategies for improved performance
 - Monitoring of established performance measures
- Development of 2026-2029 TIP/STIP
 - Staff time for document development and project prioritization
 - Coordination between member communities, ODOT, US DOT and other stakeholders
 - Reporting on regional transportation performance measures
- Transport Ohio Implementation
 - Alignment of Transport Ohio strategies with MPO Transportation Plan development
 - Evaluate the freight system to understand system performance needs and identify regional priorities
 - Serve as a technical resource on freight to local jurisdictions
- Title VI and Environmental Justice
 - MPOs should clearly document specific activities they are conducting related to Title VI and EJ within their annual work programs.

Kentucky Division PEA's

- Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future
- Equity and Justice40 in Transportation Planning
- Complete Streets and Infrastructure Investment & Jobs Act (IIJA) Section 11206 activities.
- Public Involvement
- Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination
- Federal Land Management Agency (FLMA) Coordination
- Planning and Environment Linkages (PEL)
- Data in Transportation Planning

Indiana Division PEA's

- Institutionalizing Equity, Accessibility, and Safety
 - Incorporate Transit Oriented Development into plans and project selection

- Develop a Transit Oriented Development Strategic Plan (additional information available here: <https://www.transit.dot.gov/TOD>)
 - Move beyond information gathering/screening tools to equitable outcomes analysis in project programming and delivery
 - Review/Revise (as needed) existing Title VI, LEP, Title II, and ADA procedures and documents
 - Encourage Local Public Agency (LPA) to utilize and adopt [Public Right-of-Way Accessibility Guidelines \(PROWAG\)](#)
 - Review/Revise (as needed) Public Participation Plans and incorporate tools for [meaningful public involvement](#)
 - Develop and facilitate information sessions/training to MPO board members regarding equity and related topics/best practices
 - Review/Update (as needed) websites and other electronic platforms to ensure accessibility and 508 compliance
 - Incorporate visual components and plain language in required planning documents (i.e., UPWP, TIP, ALOP, etc.) and communication (i.e., newsletters, meeting announcements, public involvement notices, etc.)
 - Review current policies, rules, and procedures to determine their impact on safety for allroad users, including vulnerable road users (VRUs), and to ensure they include provisions for safety in future transportation infrastructure, particularly those outside automobiles.
 - Incorporate VRU considerations during planning, project development, and delivery processes
- Maximizing Coordination
 - Implement regular coordination/communication intervals between planning staff and staff involved in the NEPA/Environmental review and the project design processes
 - Continue to develop and implement procedures and software enhancements for the TIPs/STIP that improve coordination and communication between INDOT, MPOs, LPAs, and transit operators related to project development, environmental review, revisions, and cost estimation practices
 - Develop working groups or committees to disseminate information and best practices related to new BIL/IIJA regulatory requirements and discretionary grants opportunities/requirements
- Urbanized Area and Metropolitan Planning Area Boundaries
 - INDOT and the MPOs should continue to work together to prepare and finalize updates to the Metropolitan Planning Area Boundaries and adjusted Urbanized Area Boundaries resulting from the 2020 Census data. In addition, INDOT and the MPOs should review existing functional classifications and make any needed revisions.

FY 2025 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 BIL. Development of the FY2026-2029 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 insight to the transportation planning process.
- 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:** Prepare for the USDOT Federal Certification Review. Continue an aggressive performance-based planning program including congestion management (CMP) program and use of INRIX and NPMRDS data. An update of the CMP will be completed. Review and update of the functional class network for the region. EV infrastructure planning and Carbon Reduction Program implementation.
- 6) **610.4 Land Use:** Integrate and leverage the OKI led Climate Action Plan finding and recommendations with the Strategic Regional Policy Plan.
- 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) **665.4 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. OKI will participate in a multi-agency workgroup for electric lawn and garden rebate/discount programs funded by EPA.
- 10) **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.
- 11) **674.3 Section 5310 Planning and Programming:** Activities include the administration of the 5310 transit funds for private, non-profit entities. Monitor subrecipient agencies. Update the OKI Coordinated Public Transit Human Services Plan.
- 12) **674.4 Section 5310 Program Pass Through:** FTA 5310 Funds awarded to private non-profit agencies for transportation capital and services. Maintenance of transit asset management plan (TAM).
- 13) **675.5/675.6/675.7/675.8/675.9/675.10/675.11 Mass Transit Exclusive Planning Studies:** Conduct transit planning and programming activities in the OKI region. Work performed by area transit agencies.
- 14) **684.3 Ohio Exclusive (PL):** A traffic data collection effort will be undertaken for the Ohio portion of the region.
- 15) **685.5 Indiana Exclusive (SPR):** Activities associated with the 3C planning process, including data collection and processing, GIS, and travel modeling.
- 16) **686.2 Kentucky PL Discretionary - Boone County Transportation Plan Update –** OKI will update the 2018 Boone County Transportation Plan. Major activities include a transportation needs assessment and prioritized list of recommendations and cost estimates.
- 17) **686.3 Kentucky Exclusive: Transportation Planning Activities:** Transportation Planning work specific to Kentucky portion of the region.

- 18) **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.
- 19) **697.1 Transportation Program Reporting:** A transportation report summarizing the major findings and activities of the OKI transportation planning process.
- 20) **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 for new emission budget development.
- 21) **710.1 Local Water Quality Activities:** Provide technical support for local agencies as time and resources permit.
- 22) **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.
- 23) **710.9 Water Quality Program (Ohio General Assembly):** Updated Water Quality Management Plan and associated plan amendments.
- 24) **711.2 EPA Climate Pollution Reduction Grant:** Substantial progress towards completion of the region's Comprehensive Climate Pollution Action Plan.
- 25) **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 2025 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)	16
602	TIP	Program of projects (1-4,6-9)	17
605	Continuing Planning - Surveillance	Collection & integration of transit data into upgraded travel model: (1-4,12)	19
610.1	Transportation Plan	Coordination with transit agencies (1-4,7,8,13)	25
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)	33
674.3	5310 Program	(all)	34
675.5	Southwest Ohio Regional Transit Authority (SORTA)	Local Transit Agency Planning (all)	36
675.6	Transit Authority of Northern Kentucky (TANK)	Local Transit Agency Planning (all)	38
675.7	Middletown Transit System (MTS)	Local Transit Agency Planning (all)	39
675.8	Clermont Transportation Connection (CTC)	Local Transit Agency Planning (all)	40
675.9	Butler County Regional Transit Authority (BCRTA)	Local Transit Agency Planning (all)	41
675.10	Warren County Transit Authority (WCT)	Local Transit Agency Planning (all)	42
675.11	City of Cincinnati Streetcar (CBC)	Local Transit Agency Planning (all)	43
720	Mobile Source Emissions Planning	All	51

WORK PROGRAM



601 – SHORT RANGE PLANNING

GOALS

To address short-term problems and needs relating to transportation of persons 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 developing a complete streets inventory. (6/25)

PROFESSIONAL DEVELOPMENT

One staff member to attend an unspecified planning conference.

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 2023. It covers the fiscal years 2024 - 2027. Staff continues to monitor projects in the TIP and attends 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 a 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 Funds (CRF), 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 interactive web-based tools that allow users to 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 BIL 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 BIL. These goals relate to safety, infrastructure condition, mobility and congestion, and environment.

PRODUCTS

- 1) A new FY2026-2029 TIP will be adopted in April 2025. Staff will monitor and expedite projects in the region using OKI allocated federal funds through meetings with ODOT, KYTC, INDOT and local sponsors; work with ODOT District 8 to lock-down projects for fiscal year 2026. (ongoing)
- 2) TIP Amendments and TIP Administrative Modifications. (ongoing)
- 3) Management of the Project Prioritization Process. (6/30/25)

- 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 (9/30/24) and within 90 days of the end of the federal fiscal years for Kentucky projects. (12/31/24)
- 8) Annual self-certification of the metropolitan planning process. (5/25)
- 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.

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 the vehicle emission model for the air quality modeling.

Apply travel and traffic data and travel demand and mobile emission models for transportation planning and traffic study 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.
- 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 analyze the transit on-board survey data and apply the data for mode choice model validation and calibration. OKI will compile and integrate the traffic counts collected and in FY24. 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.

OKI will test and adapt the new mobile emission model, the MOVES4, for the air quality and conformity analysis.

OKI will continue to participate with ODOT, MORPC, NOACA, and MVRPC in the development of the Activity-Based modeling system for the large MPOs in the state of Ohio. Staff will continue to improve the OKI Activity-Based model and explore potential applications of the Activity-Based model on tolling, autonomous vehicle, TNC, connected vehicle, mobile source emissions, mass transit technologies, and other alternatives and scenarios for the LRP and other transportation planning studies. Staff will continue to develop tools that streamline the air quality modeling

process for EPA's latest vehicle emission model.

- 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 group, attending model meeting 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) Design, develop, and update demographic webpages for the OKI website to provide local governments, businesses, academia, and the public with demographic data for their communities.
- 9) Leverage data from the Census to provide data to inform projects related to housing, employment, transportation, and related plans.
- 10) Continue to update ongoing developments across the OKI region to inform possible changes to the Socioeconomic Database.
- 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 to 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 (2030, 2040, and 2050) highway and transit networks with the TIP and LRP projects coded, and other transportation supply data files. (ongoing)

- 2) Transit ridership and usage data from transit on-board survey. Updated traffic database with more historical and up-to-date traffic counts. 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. (ongoing)
- 3) A validated and state-of-the-practice OKI-Only Activity-Based travel demand model. Adopted MOVE4 air quality model 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 Transportation Planning Application and present findings in travel demand model development, improvement, and application. Attend the quarterly ODOT travel demand user group meeting. Attend model and software training. (as appropriate)
- 6) Revise the current zonal socioeconomic files for base year, interim years, and future horizon years as needed and provide any supplemental data necessary for air quality conformity or travel demand modeling activities. (as necessary)
- 7) Provide support to the U.S. Census Bureau and process any data requests from local governments, citizens and others (as requested). Attend Population Association of America and American Planning Association events to stay up to date on best practices using Census data and general demographic data analysis techniques. (ongoing)
- 8) New and up-to-date demographic webpage on the OKI website (06/25).
- 9) Fulfilled demographic data requests. (ongoing)
- 10) Up-to-date development database. (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 to the transportation planning process. (as appropriate)
- 18) New UAV collected spatial databases. (as needed)

PROFESSIONAL DEVELOPMENT

- 1) Two staff members to attend the Transportation Research Board Annual Meeting (1/25)
- 2) Two staff members to attend TRB Conference on Transportation Planning Applications (6/25)
- 3) Two to three staff members to attend the quarterly ODOT Model User Group Meetings
- 4) Two staff members to attend the ESRI Developer's Summit. (3/25)
- 5) Two staff members to attend the ESRI User Conference. (7/24)

- 6) Two staff members to attend the Ohio GIS Conference and two members to attend the Kentucky GIS Conference. (9/24-10/24)
- 7) Online GIS software training for staff. (as-needed)
- 8) One staff member to attend Geo Week. (2/25)
- 9) One staff member to attend OTEC. (10/24)
- 10) One staff member to attend APA OKI Conference. (10/24)

605.6 – SECURITY & EMERGENCY RESPONSE (Local funding)

GOAL

Develop, maintain and implement regional Geographic Information System (GIS) data sets, which are capable of supporting 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.

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.
- 3) Prepare for and execute the federal certification review. The review is a performance audit of the agency metropolitan planning process.
- 4) 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.
- 5) Staff will coordinate will state and local stakeholders on the review and update of the roadway functional class system based on Census 2020 data and the adjusted urban boundaries.
- 6) 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 2024. 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 BIL requirements.
- 7) 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.

- 8) OKI staff is active in transportation planning studies in the region. This element provides for 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 for 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.
- 9) 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).
- 10) 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, environmental sustainability, and 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) Urban Freight Transportation and Truck Industry Research committees. 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.
- 11) Staff will evaluate opportunities to improve the OKI project prioritization process. This may include resiliency and reliability, technology, and freight.
- 12) The implications of "Emerging Transportation Technologies" are broad and likely to transform the way people and goods move over the coming decades. OKI staff is 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, 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 technology solutions.
- 13) 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.
- 14) 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) MTP, TIP and other planning documents will reflect performance measures (including transit asset management 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* and Plan amendments as necessary. (6/25).
- 3) Complete certification review of the OKI metropolitan planning process. (5/25)
- 4) 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)

- 5) Updated roadway functional class system (6/25).
- 6) Updated performance-based Congestion Management Program. 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)
- 7) Amended ITS architecture. (as necessary)
- 8) Project development activities for future transportation corridor or special studies.
- 9) 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)
- 10) 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). Amendments as needed to the OKI Freight Plan.
- 11) Revised OKI Project Prioritization process. (as appropriate)
- 12) Development of planning techniques and evaluation methods that will assist deployment of advanced transportation materials, methods and/or new technologies. (06/24).
- 13) Coordination with local transit agencies including Butler County Regional Transit Authority, Clermont Transportation Connection, Middletown Transit System, Warren County Transit, and Cincinnati Streetcar 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.
- 14) 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 to attend tri-annual meetings of the Kentucky Freight Advisory Committee for Transportation (KFACT) and Ohio Freight Advisory Committee (Ohio FAC)
- 2) Four staff members to attend unspecified training workshop/conferences
- 3) Ten staff members to attend the Ohio Conference on Freight in Cleveland (9/24)
- 4) Four staff members to attend the Ohio Traffic Engineering Conference (10/24)
- 5) Two staff members to attend the APA OKI Conference (10/24)
- 6) One staff member to attend the TRB Annual Meeting (1/25)
- 7) Two staff members to attend the APA National Conference (5/25)

610.4 – LAND USE (STP)

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 transportation and/or regional planning activities which rely upon and/or enhance OKI environmental resource data, including certain Green Umbrella activities, Taking Root board participation, Northern Kentucky Urban and Community Forestry Council, and Cincinnati District 2030 activities.
- 2) 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 Environmental Mitigation and Suitability Modeler.
- 3) OKI will maintain data necessary for the OKI Housing Dashboard, promote its availability, and provide technical assistance to communities utilizing the tool.
- 4) 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.
- 5) Research and compile information to inform the planning for a resilient and sustainable infrastructure system. This includes evaluating opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips and increasing access to public transportation; shift to lower emission modes of transportation; and identifying transportation system vulnerabilities to climate change impacts and evaluating potential solutions.
- 6) 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 promote land use patterns and development policies consistent with the SRPP.
- 7) 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.
- 8) Integrate and leverage OKI led Cincinnati OH-KY-IN Climate Action Plan findings and recommendations with the SRPP goals, regional opportunities, and policy recommendations.

PRODUCTS

- 1) Documentation of presentations and coordination on the land use/transportation relationship, trends and distributed materials. Active participation with Green Umbrella and Taking Root organizations helping to ensure the alignment of regional planning goals. (ongoing)
- 2) 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 Environmental Mitigation and Suitability Modeler. (ongoing)

- 3) Maintained OKI Housing Dashboard online interactive calculator for local community use for housing planning and policy formulation. (ongoing)
- 4) 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)
- 5) A regional trends and conditions report on sustainable transportation opportunities to include best practice examples. This report will inform the transportation and natural systems elements of the SRPP and future updates of the Metropolitan Transportation Plan. (6/25)
- 6) 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)
- 7) Maintained OKI Tree For Me online tool, tree distribution reports, and tree benefit reports. (as necessary)
- 8) Updated SRPP content. (as appropriate)

PROFESSIONAL DEVELOPMENT

- 1) One staff member to attend the National American Planning Association Conference (4/25)
- 2) Two staff members to attend an APA state conference (10/24)
- 3) One staff member to attend the national American Society of Landscape Architects Conference (10/24)
- 4) One staff member to attend NMBEC Annual Meeting (5/25)
- 5) One staff member to attend National Association of Environmental Professionals Conference (5/25)

PID 118930

610.5 – FISCAL IMPACT ANALYSIS MODEL

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 118926

GOAL

To incorporate Title VI and Section 504 of the Rehabilitation Act of 1973, along with other Environmental Justice (EJ) and DBE concerns, 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 traditional methodologies where appropriate and will expand the use of various digital social media platforms to now include virtual public involvement (VPI) where appropriate and continue to explore new methodologies relative to the fair treatment and meaningful involvement of all people regardless of race, color, national origin, age, disability, or income.

PREVIOUS WORK

OKI has developed a comprehensive Title VI based policy relative to Environmental Justice concerns and established an Environmental Justice Advisory Committee to assist staff with the implementation of its Participation Plan in all transportation planning projects. An update to the Participation Plan was adopted by the OKI Board of Directors in February 2022. The Participation Plan is updated every four years. In 2023, OKI submitted and received approval from KYTC for the MPO’s Title VI plan outlining its 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 update its DBE Certified Vendor Bid List and solicit additional DBE certified vendors as appropriate.

METHODOLOGIES

- 1) Maintain and execute the Participation Plan and its strategies and plans for OKI studies and programs. The effectiveness of the Participation Plan will be periodically reviewed.
- 2) Enhance the participation process; strengthen community-based partnerships and provide EJ populations recognized by OKI with opportunities to learn about and improve the quality and usefulness of various transportation modes.
- 3) Facilitate DBE/SBE participation in OKI contracting opportunities.
- 4) Work with the Intermodal Coordinating Committee (ICC) to develop criteria and measurement tools for EJ components when evaluating STBG, TA and CMAQ projects.
- 5) Coordinate and execute OKI communications activities involving transportation issues to the public, media, elected representatives and government officials as well as business associations and industry-related organizations to enhance and support OKI’s transportation planning processes.

PRODUCTS

- 1) An effective Participation Plan and customized outreach plans, including social media activities as appropriate, for OKI studies and projects. (ongoing)
- 2) An updated Title VI Program (Plan) including an updated ODOT Title VI Compliance Questionnaire. (4/25)
- 3) RFPs and RFQs will be disseminated to OKI’s DBE / SBE Certified Vendor Bid List. (as appropriate)
- 4) Input will be provided to the TIP and MTP project evaluation process to ensure proper consideration is given to underserved communities. (as appropriate)

- 5) Public outreach, collateral materials, provide and receive industry related knowledge and education. (ongoing)

PROFESSIONAL DEVELOPMENT:

- 1) One staff member to attend the COMTO National Conference. (7/24)

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.

- 2) OKI will continue to participate in a multi-agency workgroup for electric lawn and garden rebate/discount programs funded by EPA.

PRODUCTS

- 1) An outreach program geared toward the reduction of pollutants in the eight county airshed. (ongoing)
- 2) Develop a manual with funding sources, guidelines for administering the electric lawn and garden rebate/discount program, contact lists and other outreach strategies. (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 111264**

GOAL

To provide transportation alternatives to commuters within the Tri-state area; thereby promoting energy conservation, 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. Match-lists will be provided to applicants by the following business day.
- 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 111261

GOAL

The goal of this program is to provide a means for distributing Section 5310 federal funds apportioned to the Cincinnati urbanized 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 FY2021-22, 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 monitor 5310 subrecipient use of funding throughout the useful life benefit period of awards.
- 6) Staff will prepare annual progress reports in TrAMS for the OKI administrative portion of the project.
- 7) Staff will participate in statewide training opportunities and/or meetings related to the program.
- 8) The OKI Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan), last updated FY20, will be updated during FY25. This document is the basis for awarding Section 5310 federal funds.
- 9) 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 (7/24)
- 5) Prepare annual progress reports in the TrAMS system of FTA (ongoing)
- 6) Participation in OARC 5310 Subcommittee meetings and training on FTA procurement (as appropriate)
- 7) Updated Coordinated Plan (1/25)
- 8) 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 – 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 the 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)

GOAL

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

METHODOLOGIES

SORTA continue to implement Reinventing Metro Phase 4 in 2024, and continue 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 Q3-Q4 2023, SORTA got the go-ahead from FTA to enter into Project Development (PD). SORTA will continue to coordinate with OKI and other stakeholders on this project. Expected operational start date for BRT is scheduled for 2028.
- 2) Continued Development and Deployment of a Long-Range Strategic Plan - SORTA will continue to develop and refine the long-range strategic plan. In Q4 2023 a significant budget amount was secured via grant for this project, which will begin in Q3 2024.
- 3) Transit Centers: Planning and design will continue for the Walnut Hills Transit Center and a North College Hill Transit Center. SORTA is also partnering with the Uptown Consortium in the planning and design of a transit center within the SMART Transit Hub project. Both centers will provide customers with enhanced amenities and transfer locations to connect with the SORTA network. In 2024, SORTA will complete NEPA work for both locations.
- 4) Bus Stops Enhancement Plan: SORTA will continue to engage with stakeholder on the construction of more and better bus shelters and bus stop infrastructure to encourage ridership. SORTA recently was awarded a \$3.4 Federal Earmark for this initiative. New bus stop signs, poles, shelters, benches, and other amenities will be erected as part of ongoing improvements.
- 5) Monitoring of 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.
- 6) 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).
- 7) Section 5310 Program Assistance: SORTA will continue to work with OKI to provide oversight of subrecipient vehicles and related transit operations as required by FTA regulations. The purpose of this program is to improve mobility for seniors and individuals with disabilities.
- 8) 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 FAST Act as well as a new Federal Transportation Act which replaces the FAST Act.

- 9) Development and Implementation of an IT Based Transit Planning and Route Analysis Tool: SORTA is working to improve route and trip analysis capabilities that are then used for overall SORTA strategic and immediate planning activities. There are IT tools SORTA has procured that greatly enhance the analysis and planning capabilities SORTA currently has. The tool will be particularly useful with the further strategic planning and implementation of the Reinventing Metro Plan.
- 10) On Demand Service Planning: MetroNow, SORTA's new mobility on demand (MOD) service has been implemented and is already a booming success, with over 5k riders per month in the two zones (Springdale-Sharonville and Mt. Healthy/Northgate). In Q4 2023, the decision was made to extend service hours for MetroNow (until 9pm, 7 days a week) and additional geographies were included that should drive ridership. In 2024, SORTA will focus on increasing the number of MetroNow zones from 2 to 4 by end of the year.
- 11) Regional Gap Analysis: The study was completed in Q2 2023.
- 12) 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 the beginning to end trip for the customer as seamless as possible. SORTA is also coordinating with BRCTA and TANK on an alternative energy and vehicle strategy for the region.
- 13) Monitoring of Existing Fixed-Route Service: SORTA will monitor existing fixed route service using approved performance standards to determine the strengths and weaknesses. SORTA completed an onboard customer attitudinal survey in October 2023 and received over 1,800 surveys. The customer feedback will feed into SORTA's plans and projects. For 2024, SORTA is preparing its 2025-2028 Title VI plan which will include detailed fixed-route monitoring as required by the FTA.
- 14) Regional Paratransit Coordination project: Coordinating with all paratransit providers within OKI region to improve paratransit customers' mobility throughout the entire region. The group is working on implementing 13 projects that include: one-call center; unified reservation system; one-seat trips; a common eligibility process; a regional Mobility Management program; Coordinate Travel Training Programs Regionally; Establish a Cost Allocation Method to Facilitate Shared Trips.

675.6 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 FY2025, TANK will continue to monitor the operational and ridership performance of the system while continuing to build back to full implementation of the 2021 System Redesign route-restructure. As in every year, TANK will apply performance measures through its route review processes and participate in key local and regional planning studies to advance transit improvement goals.

TANK will coordinate with partners at OKI and federal and state levels to develop performance measures and monitor performance targets consistent with the requirements of the FAST act. TANK will continue to operate with continued 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) on a monthly basis through the Planning Dashboard.
- 2) Mobile Ticket/Trip Planning Technology – TANK will continue to collaborate with regional partners like SORTA and BCRTA to further improve and expand the Transit app, and modernize fare payment.
- 3) Zero-Emission Vehicle Transition Plan – TANK will formalize internal strategies related to the ZEV Fleet Transition Plan as a follow up to the ZEV planning process from FY24.
- 4) Next Generation Technology Plan – TANK will be to implement a 5-year technology plan geared at improving many of our existing systems to aid in on-time performance, dispatching, productivity, and customer information.
- 5) 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 in an effort to better serve the organization’s objectives.
- 6) Regional collaboration - TANK will participate in, and contribute to, key local and regional planning studies, as well as the OKI’s Intermodal Coordinating Committee (ICC), Northern Kentucky planning projects.
- 7) Coordinate with partners at OKI and the federal and state levels to develop performance measures and targets consistent with the requirements of FAST Act.

GOAL

MTS FY2025 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 2025 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.
- 2) Study future capital expenditures and operational plans for the entire Middletown Transit Service area.
- 3) Plan and coordinate in conjunction with ODOT and NEORide to improve spending of federal 5307 funding for small urban agencies (including the City of Middletown) through coordinated planning, purchasing, and communication.

PRODUCTS

- 1) Conceptual plans for relocation and/or renovation of the Middletown transit station.
- 2) Transit development plan document to guide future capital expenditures and operational decisions.
- 3) Procurement programs, library of resources for other small urban agencies, compliance resources, technology experts, technical assistance for grant application, coordination of Governor’s small urban apportionment 5307 funding.

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 State and Federal agencies, including the Urbanized Zoning Association and OKI Intermodal Coordinating Committee 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) Evaluate current inventory and develop purchasing plan for rolling stock.
- 4) Participation in regional planning activities with SORTA, TANK, Cincinnati USA Regional Chamber and OKI.
- 5) CTC will coordinate with OKI on inclusion of transit asset management, safety, and other performance measure targets into the planning process.

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

GOAL

BCRTA State FY2025 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 2025 include:

- 1) Advocate a coordinated approach to publicly supported transportation services in Butler County, e.g., continue working with Middletown Transit and Miami University to expand services by leveraging current resources, seeking new funding opportunities, creating new partnerships, etc.
- 2) Investigate the feasibility of retrofitting vehicle garages to fuel, charge, and maintain low or no emission transit vehicles.
- 3) Study ridership demographics in the region to develop enhanced communications and marketing material.
- 4) Plan and develop environmental impact metrics for the BCRTA as part of our sustainability plan.
- 5) Investigate how to improve connections amongst other transit systems and services in the region.
- 6) Coordinate with county officials and agencies on expanding transit options and adjusting to ongoing development and infrastructure projects in the region.
- 7) Update practices and plans consistent with changes in FTA and ODOT regulations as well as conduct our triennial Title VI as per FTA requirements, our Customer Satisfaction Surveys, Limited English Persons (LEPs) Surveys etc. to improve access to service for all individuals.
- 8) Investigate and evaluate needs and options for future facilities and transit infrastructure, e.g., new Hamilton Transit Hub, new Oxford Multimodal Facility, new bus stops/amenities to accommodate growth and development of new destinations in the region, and the potential for expanding/improving our headquarters garage, offices, etc. Action depends on a successful grant application.

PRODUCTS

- 1) Plans, concept documents and evaluations for future transit infrastructure and the beginning of constructing said infrastructure.
- 2) Data from numerous sources to support implementation and transition to alternative fuel vehicles and planning the expansion of our headquarters.
- 3) New and expanded services for target markets, new partnerships and funding opportunities.
- 4) Plan to monitor and reduce our carbon footprint and the environmental impact of our agency.
- 5) 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.
- 6) Identify key stakeholders for future transportation plans and planning to accommodate growth.
- 7) Continued compliance with FTA and ODOT regulations.
- 8) Data to support improved regional connections and address cross-county public transit trips.

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 2023, WCTS provided 32,340 trips, a slight decrease from the previous year. Of those, 93% were from general demand response, 5% from our flex route, and 2% from contracted service. Within the demand response trips, 69% were for elderly or disabled passengers. Total revenue hours of service was 25,447 and total revenue miles of service was 416,330. Cost per revenue mile was \$2.10 and cost per passenger trip was \$27.01.

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.

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 BIL.
- 5) Participation in regional coordination encouraging connectivity of neighboring transit systems.

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 increase ridership and set record ridership levels through 2023 for individual days and months. The Automated Passenger Counter (APC) technology onboard the vehicles was approved by FTA in 2021 and was recertified in 2023 as part of required NTD reporting.

METHODOLOGIES

In FY2024, the Cincinnati Streetcar will 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. It 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.

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 study and assess opportunities to for software upgrades to progress towards better real time information for customers and operations.
- 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.

684.3 – OH EXCLUSIVE: TRANSPORTATION PLANNING ACTIVITIES

GOAL

Data collection exclusive to the Ohio portion of the region

METHODOLOGIES

- 1) Traffic Data Collection-OKI will hire a consultant to collect traffic data for the Ohio portion of the region

PRODUCTS

- 1) Final quality assured datasets. (6/25)

BUDGET

Project is budgeted at \$450,00 using Ohio PL funds.

PROFESSIONAL DEVELOPMENT

none

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. Emissions 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 Forecasting – OKI may conduct traffic counting and/or traffic forecasting as requested by local communities.
- 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 planning and other activities as

appropriate.

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 complete this update.

Activity 7: Performance Measure Assistance – No activity expected.

Activity 8: Meetings and Coordination with Local Officials – As appropriate.

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: 25P6098

GOAL

Update the Boone County Transportation Plan

METHODOLOGIES

OKI will update the 2018 Boone County Transportation Plan. Prior plans have led to successful implementation of multimodal improvements to the transportation network. Despite the COVID-19 pandemic, Boone County has experienced continued growth which has created the need for a renewed examination of the County’s surface transportation network to respond to and, more importantly, plan for continued safe and efficient freight and passenger travel that supports economic prosperity and quality of life for all residents, employees and visitors. In addition, a Transportation Improvement District designation was recently created within Boone County – providing another public agency able of implementing beneficial transportation improvements.

Goals include, but are not limited to:

- Improving safety, mobility and optimizing the existing Boone County transportation system
- Identifying actionable improvements that can result in near term solutions to transportation needs
- Defining specific applications for alternative fuels, advanced technology and other transportation-related innovations to address identified needs and opportunities
- Addressing the unique challenges and opportunities specifically associated with freight, logistics and employee access to job centers in the county

PRODUCTS

- Existing and Future Needs Assessment
- Prioritized List of Recommendations and Cost Estimates

FUNDING

OKI will use \$165,000 in KY PL Discretionary Funds to be matched with \$41,250 from the Boone County Fiscal Court.

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 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 2021. Staff actively participated in the KYTC-led Active Traffic Demand Management Study for urban OKI interstate highways I-71/75, I-275 and I-471.

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 Boone County Transportation Plan Update

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 Boone County Transportation Plan (1/25)

PROFESSIONAL DEVELOPMENT

None

695 – UNIFIED PLANNING WORK PROGRAM

GOAL

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

METHODOLOGIES

The Fiscal Year 2025 Unified Planning Work Program (UPWP) will outline the scope of work to be undertaken by OKI for the period beginning July 1, 2024 and ending June 30, 2025. 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) FY24 Annual Performance and Expenditure Report (9/24)
- 2) FY25 Monthly progress reports
- 3) FY26 UPWP (Draft: 3/25; Final: 5/25)

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.

METHODOLOGIES

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

PRODUCT

Transportation Annual Summary (6/25)

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 and TIP, most recently for the OKI FY2024-FY2027 TIP in September 2023. 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.

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 and energy 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)

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 and energy benefits of candidate projects for CMAQ, SNK, STBG, or STBG-TA funding. (as required)
- 3) A conforming MTP and TIP. (ongoing)

PROFESSIONAL DEVELOPMENT

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

ENVIRONMENTAL



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 and Indiana portions 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.
- 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 (11/24)
- 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.

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 Update for Butler, Clermont, Hamilton, and Warren Counties in Ohio 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. (6/25)

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. The 2011 plan has been 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 develop a Comprehensive Climate Action Plan (CCAP), and 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 the 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 and subsequently submitted a Priority Climate Action Plan (PCAP) in March 2024. A regional steering committee was convened in December 2023 and continues to guide the development of workplan deliverables. The workplan requires additional deliverables including a Comprehensive Climate Action Plan (CCAP) during the summer-fall 2025; and 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 prepare a CCAP, and 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 CCAP 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 CCAP to be fully submitted to USEPA in FY26
- 5) Quarterly status reports (10/24, 1/25, 4/25)

REGIONAL PLANNING ACTIVITIES



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, transportation, health, energy and education 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 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



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 2025 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.

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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
TRANSPORTATION PLANNING										
601 Short Range										
601	Short Range Planning									
601.1	FY 2025 CPG	CPG	27,546			233	48,221	76,000		76,000
601.1	¹ FY 2024 CPG Carryover	CPG	6,778			50	11,866	18,694		18,694
602 TIP										
602	Transportation Improvement Program									
602.1	FY 2025 CPG	CPG	90,183			1,945	157,872	250,000		250,000
602.1	¹ FY 2024 CPG Carryover	CPG	7,104			157	12,436	19,697		19,697
605 Continuing Planning-Surveillance										
605	Continuing Planning - Surveillance									
605.1	FY 2025 CPG	CPG	759,696			128,100	1,329,894	2,217,690		2,217,690
605.1	¹ FY 2024 CPG Carryover	CPG	130,883			8,112	229,119	368,114		368,114
605.6	FY 2025 Raven 911	Local	10,797			301	18,902	30,000		30,000
610 Transportation Plan										
610	Transportation Plan									
610.1	Transportion Plan									
610.1	FY 2025 CPG	CPG	512,633			25,462	897,395	1,435,490		1,435,490
610.1	¹ FY 2024 CPG Carryover	CPG	113,655			2,721	198,960	315,336		315,336
610.4	Land Use Planning									
610.4	FY 2025 STBG (ODOT PID #118930)	STBG	267,323			13,247	467,965	748,535		748,535

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2025 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
610.5 Fiscal Impact Analysis										
610.5 FY 2025 STBG (ODOT PID #118926)	STBG	25,518				24	44,670	70,212		70,212
625 Services										
625 Services										
625.2 FY 2025 CPG	CPG	132,033				1,836	231,131	365,000		365,000
625.2 ¹ FY 2024 CPG Carryover	CPG	13,731				2,141	24,037	39,909		39,909
665 Special Studies										
665										
665.4 Regional Clean Air Program (FY25 ODOT PID #111264) FY 2025 ODOT CMAQ / KY SNK	CMAQ/STBGP	13,815		160,000		24	24,184	198,023	10,400	208,423
667 Rideshare Activities										
667.1 Rideshare Program (FY25 ODOT PID #111261) FY 2025 ODOT CMAQ / KY SNK	CMAQ/STBG	13,345		165,000		10,121	23,361	211,827	11,125	222,952
674 Transit										
674.3 Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	FTA	89,052	3,248			6,366	155,892	254,558		254,558
674.3 Transit Planning Activities (5310) FFY19-21 (22-23-674.3)	FTA	19,559	3,253			4,340	34,240	61,392		61,392
674.4 Transit Planning Activities (5310) FFY15-17 PT (17-23-674.4)	FTA		551					551	138	689
674.4 Transit Planning Activities (5310) FFY17-19 PT (19-23-674.4)	FTA		8,397					8,397	2,099	10,496
674.4 Transit Planning Activities (5310) FFY18-19 PT - (21-23-674.4)	FTA		85,091					85,091	21,273	106,364
674.4 Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	FTA		1,291,454					1,291,454	322,863	1,614,317
674.4 Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	FTA		224,000					224,000	56,000	280,000
674.5 Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	FTA/RF		565,036					565,036		565,036

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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
678 RAIL										
678.3 FRA - CRISI Benchmark	FRA		271,520				0	271,520	67,880	339,400
684 Ohio Exclusive										
684.3 Transportation Planning Activities FY2025	CPG	0	603,500			492	0	603,992		603,992
685 Indiana Exclusive										
685.5 FY2025 SPR - Dearborn County (INDOT)	SPR	26,573	0			1,909	46,518	75,000		75,000
686 Kentucky Exclusive										
686.2 KY Discretionary PL - Boone Co. Trans. Plan Update FY2025	PL Disc	23,486	100,000			400	41,114	165,000		165,000
686.3 Transportation Planning Activities FY2025	PL/FTA	26,546				1,343	46,471	74,360		74,360
695 UPWP Administration										
695 UPWP Administration										
695.1 FY 2025 CPG	CPG	16,357				10	28,633	45,000		45,000
695.1 ¹ FY 2024 CPG Carryover	CPG	6,458				0	11,305	17,763		17,763
697 Trans Program Reporting										
697 Transportation Program Reporting										
697.1 FY 2025 CPG	CPG	10,898				24	19,078	30,000		30,000
697.1 FY 2024 CPG Carryover	CPG	3,017				0	5,281	8,298		8,298

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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 2025 CPG	CPG	7,176			261	12,563	20,000		20,000
720.1	¹ FY 2024 CPG Carryover	CPG	364			0	636	1,000		1,000
674 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		2,354,526	3,156,050	325,000	0	209,619	4,121,744	10,166,939	491,778
710 Water Quality										
710	Ohio EPA Program									
710.2	FY2025 Ohio DNR	OEPA	27,187			220	47,593	75,000		75,000
710.6	FY2025 604 (b) - Core	OEPA	21,662			196	37,921	59,779		59,779
710.5	FY2025 604 (b) - Supplemental	OEPA	14,267			8	24,975	39,250		39,250
710.9	FY2025 Ohio General Assembly Funds - Core	OEPA	24,427			322	42,761	67,510		67,510
710.7	FY2025 Ohio General Assembly Funds - Supplemental	OEPA	2,723			0	4,767	7,490		7,490
710.1	FY2025 Local Funded Water Activities	OKI	25,076			1,027	43,897	70,000		70,000
711.2	FY2024 US EPA CPRG - Plan	US EPA	35,564	229,680		5,973	62,257	333,474		333,474
	REGIONAL PLANNING									
800 Regional Planning Activities										
800.1	FY2025 Local Funded Regional Planning Activities	OKI	25,191			711	44,098	70,000		70,000
	NON-TRANSPORTATION PLANNING SUB TOTAL		176,097	229,680	0	0	8,457	308,269	722,503	0

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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
FY 2025 Totals		<u>2,530,623</u>	<u>3,385,730</u>	<u>325,000</u>	<u>0</u>	<u>218,076</u>	<u>4,430,013</u>	<u>10,889,442</u>	<u>491,778</u>	<u>11,381,220</u>

¹ FY24 ODOT CPG carryover funds to be partnered with FY25 KYTC funds

GOVERNMENTS
FY 2025 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 2025 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
FY 2024 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
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%	3.8389%	18.5783%	16.1611%			
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 2025 CPG (FY25 CPG Section 11206 activities)	76,000		60,034	48,027	6,003	6,003	15,966	9,806	613	2,966	2,580			
601.1 ¹ FY 2024 CPG Carryover	18,694		14,767	11,813	1,477	1,477	3,927	2,412	151	730	635			
602 TIP														
602 Transportation Improvement Program														
602.1 FY 2025 CPG	250,000		197,481	157,985	19,748	19,748	52,519	32,258	2,016	9,757	8,488			
602.1 ¹ FY 2024 CPG Carryover	19,697		15,559	12,447	1,556	1,556	4,138	2,542	159	769	669			
605 Continuing Planning-Surveillance														
605 Continuing Planning - Surveillance														
605.1 FY 2025 CPG	2,217,690		1,751,804	1,401,443	175,180	175,180	465,886	286,155	17,885	86,554	75,292			
605.1 ¹ FY 2024 CPG Carryover	368,114		290,782	232,625	29,078	29,078	77,332	47,499	2,969	14,367	12,498			
605.6 FY 2025 Raven 911	30,000	30,000												
610 Transportation Plan														
610 Transportation Plan														
610.1 Transportation Plan														
610.1 FY 2025 CPG	1,435,490		1,133,926	907,141	113,393	113,393	301,563	185,225	11,577	56,025	48,736			
610.1 ¹ FY 2024 CPG Carryover	315,336		249,091	199,273	24,909	24,909	66,245	40,689	2,543	12,307	10,706			
625 Services														
625 Services														
625.2 FY 2025 CPG	365,000		288,322	230,658	28,832	28,832	76,678	47,097	2,944	14,245	12,392			
625.2 ¹ FY 2024 CPG Carryover	39,909		31,525	25,220	3,153	3,153	8,384	5,150	322	1,558	1,355			
695 UPWP Administration														
695 UPWP Administration														
695.1 FY 2025 CPG	45,000		35,547	28,437	3,555	3,555	9,453	5,806	363	1,756	1,528			
695.1 ¹ FY 2024 CPG Carryover	17,763		14,031	11,225	1,403	1,403	3,732	2,292	143	693	603			

GOVERNMENTS
FY 2025 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 2025 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
FY 2024 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
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%	3.8389%	18.5783%	16.1611%			
Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
5310 (FTA)			100.0000%	100.0000%										
697 Trans Program Reporting														
697 Transportation Program Reporting														
697.1 FY 2025 CPG	30,000		23,698	18,958	2,370	2,370	6,302	3,871	242	1,171	1,019			
697.1 ¹ FY 2024 CPG Carryover	8,298		6,555	5,244	655	655	1,743	1,071	67	324	282			
720 Air Quality														
720 Mobile Source Emissions Planning														
720.1 FY 2025 CPG	20,000		15,798	12,639	1,580	1,580	4,202	2,581	161	781	679			
720.1 ¹ FY 2024 CPG Carryover	1,000		790	632	79	79	210	129	8	39	34			
684 Ohio Exclusive														
684.3 Transportation Planning Activities FY2025	603,992		603,992	483,194	60,399	60,399								
686 Kentucky Exclusive														
686.3 Transportation Planning Activities FY2025	74,360						74,360	45,673	2,855	13,815	12,018			
Sub-Total - Regional Totals	5,936,343	30,000	4,733,702	3,786,962	473,370	473,370	1,172,641	720,256	45,016	217,857	189,512			
SOURCE OF FUNDS														
FY2025 CPG - ODOT	5,117,532	30,000	4,110,602	3,288,482	411,060	411,060	1,006,930	618,474	38,655	187,070	162,731			
FY2024 CPG Carryover - ODOT	788,811		623,100	498,480	62,310	62,310	165,711	101,783	6,361	30,786	26,781			
FY2025 Carrying into FY2026	5,906,343	30,000	4,733,702	3,786,962	473,370	473,370	1,172,641	720,256	45,016	217,857	189,512			
FY2025 PL/FTA - KYTC			(902,708)	(722,166)	(90,271)	(90,271)	(240,072)	(147,456)	(9,216)	(44,601)	(38,798)			
							932,569	572,800	35,800	173,256	150,714			
KYTC FY25 PL Funding Summary														
601.1 Short Range Planning							15,019	9,225	577	2,790	2,427			
602.1 Transportation Improvement Program							49,605	30,468	1,904	9,216	8,017			
605.1 Continuing Planning - Surveillance							474,083	291,190	18,199	88,076	76,617			
610.1 Transportation Plan							224,556	137,926	8,620	41,719	36,291			
625.2 Services							78,208	48,037	3,002	14,530	12,639			
695.1 UPWP Administration							8,688	5,336	334	1,614	1,404			
697.1 Transportation Program Reporting							5,233	3,214	201	972	846			
720.1 Mobile Source Emissions Planning							2,818	1,730	108	523	455			
686.3 Transportation Planning Activities FY2025							74,360	45,673	2,855	13,815	12,018			
							932,570	572,800	35,800	173,256	150,714			

GOVERNMENTS
FY 2025 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 2025 CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
FY 2024 Carryover CPG Activities	100.0000%		78.9923%	80.0000%	10.0000%	10.0000%	21.0077%	61.4217%	3.8389%	18.5783%	16.1611%			
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%	3.8389%	18.5783%	16.1611%			
Kentucky Discretionary PL	100.0000%						100.0000%	80.0000%			20.0000%			
5310 (FTA)			100.0000%	100.0000%										
686 Kentucky Exclusive														
686.2 KY Discretionary PL - Boone Co. Trans. Plan Update FY202	165,000						165,000	132,000	0	0	33,000			
674 Transit														
674.3 Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	254,558	0	254,558	254,558										
674.3 Transit Planning Activities (5310) FFY19-21 (22-23-674.3)	61,392	0	61,392	61,392										
674.4 ² Transit Planning Activities (5310) FFY15-17 PT (17-23-674.4)	551	138	551	551										
674.4 ² Transit Planning Activities (5310) FFY17-19 PT (19-23-674.4)	8,397	2,099	8,397	8,397										
674.4 ² Transit Planning Activities (5310) FFY18-19 PT - (21-23-674.4)	85,091	21,273	85,091	85,091										
674.4 ² Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	1,291,454	322,863	1,291,454	1,291,454										
674.4 ² Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	224,000	56,000	224,000	224,000										
674.5 Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	565,036	0	565,036	565,036										
TOTAL PL/FTA/STATE FUNDED	8,591,822	432,373	7,224,181	6,277,441	473,370	473,370	1,337,641	852,256	45,016	217,857	222,512	0	0	0
Anticipated OH FY25 funding carried to FY26 - not funded by KYTC until FY26	402,373		(902,708)	(722,166)	(90,271)	(90,271)	(240,072)	(147,456)	(9,216)	(44,601)	(38,798)			
KYTC FY25 Funding							1,097,569	704,800	35,800	173,256	183,714			
SOURCE OF FUNDS														
FY2025 CPG - ODOT	30,000		4,110,602	3,288,482	411,060	411,060								
FY2024 CPG Carryover - ODOT	0		623,100	498,480	62,310	62,310								
Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	0		254,558	254,558										
Transit Planning Activities (5310) FFY19-21 (22-23-674.3)	0		61,392	61,392										
² Transit Planning Activities (5310) FFY15-17 PT (17-23-674.4)	138		551	551										
² Transit Planning Activities (5310) FFY17-19 PT (19-23-674.4)	2,099		8,397	8,397										
² Transit Planning Activities (5310) FFY18-19 PT - (21-23-674.4)	21,273		85,091	85,091										
² Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	322,863		1,291,454	1,291,454										
² Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	56,000		224,000	224,000										
² Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	0		565,036	565,036										
² Transit Planning Activities (5310) FFY19-21 PT-RF (22-23-674.6)	0		0	0										
FY2025 PL - KYTC	0						716,000	572,800	35,800	0	107,400			
FY2025 Discretionary PL	0						165,000	132,000	0	0	33,000			
FY2025 FTA 5303 - KYTC	0						216,569	0	0	173,256	43,314			
	432,373		7,224,181	6,277,441	473,370	473,370	1,097,569	704,800	35,800	173,256	183,714	0	0	0

¹ FY2024 ODOT CPG carryover funds to be partnered with FY25 KYTC funds

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

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2025 UNIFIED PLANNING WORK PROGRAM
TABLE 3 OTHER TRANSPORTATION BY COST OBJECTIVE AND FUNDING SOURCE**

Work Element	Total Work Cost	Toll Credits & Contributed Services		Total Project
		Services		
FY 2025 STBG Funded Projects				
FY 2025 Regional Clean Air Program				
FY 2025 Rideshare Activities				
FY 2021 CRISI 80/20 Funded Projects				
FY 2025 Indiana SRP Exclusive				
610 Transportation Plan				
610.4 Land Use Planning				
610.4 ¹ FY 2025 STBG (ODOT PID #118930)	STBG	748,535		748,535
610.5 Fiscal Impact Analysis				
610.5 ¹ FY 2025 STBG (ODOT PID #118926)	STBG	70,212		70,212
665 Special Studies				
665.4 Regional Clean Air Program (FY25 ODOT PID #111264)				
665.4 ^{1,2} FY 2025 ODOT CMAQ / KY SNK	CMAQ/SNK	198,023	10,400	208,423
667 Rideshare Activities				
667.1 Rideshare Program (FY25 ODOT PID #111261)				
667.1 ² FY 2025 ODOT CMAQ / KY SNK	CMAQ/STBG	211,827	11,125	222,952
678 RAIL				
678.3 ² FRA - CRISI Benchmark	FRA	271,520	67,880	339,400
685 Indiana Exclusive				
685.5 FY2025 SPR - Dearborn County (INDOT)	SPR	75,000	0	75,000
TOTALS		1,575,117	89,405	1,664,522

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

Ohio/ Federal Portion	Ohio/Fed State	ODOT match	Carveover Yes	Carveover No	OKI	ODOT	CMAQ	STBG	toil crs	Ohio Local	Kentucky Portion	Kentucky State	Carveover Yes	Carveover No	OKI	KYTC	CMAQ	STBG	Cont Svs	Kentucky Local	Indiana Portion	Indiana State	Carveover Yes	Carveover No	OKI	INDOT	Indiana Local	
78.9923%	100.00%									20.00%	21.0077%	80.00%								20.00%								
78.9923%	100.00%									0.00%	21.0077%	80.00%								x 20.00%								
78.9923%	100.00%										21.0077%	80.00%								x 20.00%								
100.0000%	80.00%									20.00%												100.0000%	80.00%					20.00%
591,285 a	591,285		X	X				X	X		157,250 f	125,800	X	X					X		31,450							
55,462 b	55,462		X	X				X	X		14,750 g	11,800	X	X					X		2,950							
156,423 c	156,423		X	X				X	X		52,000 h	41,600	X	X					X	X	10,400							
167,327 d	167,327		X	X				X			55,625 i	44,500	X	X					X	X	11,125							
339,400 e	271,520									67,880											0							
75,000																					75,000	60,000	X	X	X		15,000	
1,309,897	1,242,017	0								67,880	279,625	223,700								55,925	75,000	60,000					15,000	

SOURCE OF FUNDS		Total
FY 2025 STBG/SNK FUNDS - Transportation		818,747
FY 2025 SPR FUNDS - Transportation		75,000
FY 2025 CMAQ (OH Clean Air)		156,423
FY 2025 SNK FUNDS (KY Clean Air)		52,000
FY 2025 CMAQ - (OH Rideshare)		167,327
FY 2025 SNK FUNDS (KY Rideshare)		55,625
FY 2021 FRA CRISI - Benchmark Funds		339,400
		1,664,522

OH Share	ODOT	OKI Local	KY Share	KYTC	OKI Local	INDOT	OKI Local
646,747 a,b	646,747	0	172,000 f,g	137,600	34,400	75,000	60,000
156,423 c	156,423	0	0	52,000 h	41,600		
167,327 d	167,327	0	55,625 i	44,500	11,125		
339,400 e	271,520	67,880	0	0	0		
1,309,897	1,242,017	0	279,625	223,700	55,925	75,000	60,000

a,b FY25 STBGP - LU (PID118930) \$591,285 w. TC + FIAM (PID 118926)
c FY25 CMAQ Clean Air Program (PID 111264) \$156,423 w. TC
d FY25 CMAQ Rideshare Program (PID 111261) \$167,327
e FY21 FRA CRISI - Benchmark FRA \$271,520

f,g FY24 SNK Trans. Planning -- LU (\$125,800) and FIAM (\$11,800)
h FY25 SNK Regional Clean Air Program \$41,600 w. contributed services match
i FY25 SNK RideShare \$44,500 w. contributed services match
** for FY15 forward KYTC requested KYTC federal share of SNK/STBG programs be rounded to nearest \$100.

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2025 UNIFIED PLANNING WORK PROGRAM
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	C F		Other State Funds	OH Local OKI County	Duke local	Water Local	Contributed Services	OKI County Funds	
											O K I / E H Y N O D	US EPA Federal							Ohio Federal
	US EPA 604(B) Program											100.00%							
	Ohio General Assembly funds										x		100.00%						
	Local Water Partners										x		100.00%			100.00%			
	Local Water Quality and Regional Planning Programs																	100.00%	
ENVIRONMENTAL PLANNING																			
710	Water Quality																		
710	Ohio EPA Program																		
710.2	FY2025 Ohio DNR	OEPA	27,187	0	0	220	47,593	75,000		75,000	x			75,000					
710.6	FY2025 604 (b) - Core	OEPA	21,662	0	0	196	37,921	59,779		59,779	x	x	59,779						
710.5	FY2025 604 (b) - Supplemental	OEPA	14,267	0	0	8	24,975	39,250		39,250	x	x	39,250						
710.9	FY2025 Ohio General Assembly Funds - Core	OEPA	24,427	0	0	322	42,761	67,510		67,510	x			67,510					
710.7	FY2025 Ohio General Assembly Funds - Supplemental	OEPA	2,723	0	0	0	4,767	7,490		7,490	x			7,490					
710.1	FY2025 Local Funded Water Activities	OKI	25,076	0	0	1,027	43,897	70,000		70,000								70,000	
711.2	FY2024 US EPA CPRG - Plan	US EPA	35,564	229,680	0	0	5,973	62,257		333,474		x	333,474						
REGIONAL PLANNING																			
800	Regional Planning Activities																		
800.1	FY2025 Local Funded Regional Planning Activities	OKI	25,191	0	0	0	711	44,098		70,000								70,000	
			<u>176,097</u>	<u>229,680</u>	<u>0</u>	<u>0</u>	<u>8,457</u>	<u>308,269</u>		<u>722,503</u>			<u>333,474</u>	<u>99,029</u>	<u>150,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>140,000</u>

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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 OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
TRANSPORTATION PLANNING											
601 Short Range											
601 Short Range Planning											
601.1 FY 2025 CPG	27,546	43	643	508	135						
601.1 FY 2024 CPG Carryover	6,778	43	158	125	33						
602 TIP											
602 Transportation Improvement Program											
602.1 FY 2025 CPG	90,183	59	1,534	1,212	322						
602.1 FY 2024 CPG Carryover	7,104	59	121	95	25						
605 Continuing Planning-Surveillance											
605 Continuing Planning - Surveillance											
605.1 FY 2025 CPG	759,696	44	17,394	13,740	3,654						
605.1 FY 2024 CPG Carryover	130,883	44	2,997	2,367	630						
605.6 FY 2025 Raven 911	10,797	43	253								253
610 Transportation Plan											
610 Transportation Plan											
610.1 Transportation Plan											
610.1 FY 2025 CPG	512,633	64	8,004	6,323	1,682						
610.1 FY 2024 CPG Carryover	113,655	64	1,775	1,402	373						
610.4 Land Use Planning											
610.4 FY 2025 STBG (ODOT PID #118930)	267,323	42	6,401	5,056	1,345						
610.5 Fiscal Impact Analysis											
610.5 FY 2025 STBG (ODOT PID #118926)	25,518	49	522	412	110						

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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 OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%	
625 Services												
625 Services												
625.2 FY 2025 CPG	132,033	38	3,470	2,741	729							
625.2 FY 2024 CPG Carryover	13,731	38	361	285	76							
665 Special Studies												
665.4 Regional Clean Air Program (FY25 ODOT PID #111264) FY 2025 ODOT CMAQ / KY SNK	13,815	38	359	284	76							
667 Rideshare Activities												
667.1 Rideshare Program (FY25 ODOT PID #111261) FY 2025 ODOT CMAQ / KY SNK	13,345	40	334	263	70							
674 Transit												
674.3 Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	89,052	42	2,115				2,115					
674.3 Transit Planning Activities (5310) FFY19-21 (22-23-674.3)	19,559	42	462				462					
684 Ohio Exclusive												
684.3 Transportation Planning Activities FY2025	0											
685 Indiana Exclusive												
685.5 FY2025 SPR - Dearborn County (INDOT)	26,573	61	436			436						
686 Kentucky Exclusive												
686.2 KY Discretionary PL - Boone Co. Trans. Plan Update FY2025	23,486	79	299		299							
686.3 Transportation Planning Activities FY2025	26,546	79	338		338							

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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 OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%	
695 UPWP Administration												
695 UPWP Administration												
695.1 FY 2025 CPG	16,357	57	286	226	60							
695.1 FY 2024 CPG Carryover	6,458	57	113	89	24							
697 Trans Program Reporting												
697 Transportation Program Reporting												
697.1 FY 2025 CPG	10,898	40	271	214	57							
697.1 FY 2024 CPG Carryover	3,017	40	75	59	16							
720 Air Quality												
720 Mobile Source Emissions Planning												
720.1 FY 2025 CPG	7,176	49	146	116	31							
720.1 FY 2024 CPG Carryover	364	49	7	6	2							
674 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	2,354,526		48,873	35,524	10,084	436	2,577	0		0	253	

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 FY 2025 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 OH Water Personnel Hours 100.0000%	Estimated OKI Personnel Hours 100.0000%
ENVIRONMENTAL PLANNING											
710 Water Quality											
710 Ohio EPA Program											
710.2 FY2025 Ohio DNR	27,187	37	729							729	
710.6 FY2025 604 (b) - Core	21,662	30	724							724	
710.9 FY2025 604 (b) - Supplemental	14,267	35	412							412	
710.7 FY2025 Ohio General Assembly Funds - Core	24,427	30	823					823			
710.5 FY2025 Ohio General Assembly Funds - Supplemental	2,723	36	76					76			
710.1 FY2025 Local Funded Water Activities	25,076	30	844								844
711.2 FY2024 US EPA CPRG - Plan	35,564	35	1,013						1,013		
REGIONAL PLANNING											
800 Regional Planning Activities											
800.1 FY2025 Local Funded Regional Planning Activities	25,191	39	645								645
NON-TRANSPORTATION PLANNING SUB TOTAL	176,097		5,265	0	0	0	0	898	1,013	1,865	1,489
FY 2025 Totals	2,530,623		54,139	35,524	10,084	436	2,577	898	1,013	1,865	1,742

**OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS
FY 2025 UNIFIED PLANNING WORK PROGRAM
TABLE 6 SUMMARY BUDGET**

OKI Fiscal Year 2025 UPWP Funding Distribution

Work Element	Summary -Budget	FY	Personnel Hours	OH PL	OH State	OH STP	OH CMAQ	KY PL	KY State	KY SNK	KY FTA	IN SPR	FTA Federal	FRA Federal	US EPA Federal	OEPA Federal	OEPA State	OKI CS Match	OKI Local	cash sub-total	OH Credit	KY CS Match	Element Total
601.1	PL-Short Range Planning	24	158	\$ 11,813	\$ 1,477														\$ 1,477	\$ 14,767			\$ 14,767
601.1	PL-Short Range Planning	25	643	\$ 48,027	\$ 6,003			\$ 9,225	\$ 577		\$ 2,790								\$ 8,431	\$ 75,053			\$ 75,053
602.1	PL-TIP	24	121	\$ 12,447	\$ 1,556														\$ 1,556	\$ 15,559			\$ 15,559
602.1	PL-TIP	25	1,534	\$ 157,985	\$ 19,748			\$ 30,468	\$ 1,904		\$ 9,216								\$ 27,765	\$ 247,086			\$ 247,086
605.1	PL-Continuing Planning Surveillance	24	2,997	\$ 232,625	\$ 29,078														\$ 29,078	\$ 290,782			\$ 290,782
605.1	PL-Continuing Planning Surveillance	25	17,394	\$ 1,401,443	\$ 175,180			\$ 291,190	\$ 18,199		\$ 88,076								\$ 251,798	\$ 2,225,887			\$ 2,225,887
605.6	RAVEN 911	25	253																\$ 30,000	\$ 30,000			\$ 30,000
610.1	PL-Transportation Plan	24	1,775	\$ 199,273	\$ 24,909														\$ 24,909	\$ 249,091			\$ 249,091
610.1	PL-Transportation Plan	25	8,004	\$ 907,141	\$ 113,393			\$ 137,926	\$ 8,620		\$ 41,719								\$ 149,683	\$ 1,358,482			\$ 1,358,482
625.2	PL-Services	24	361	\$ 25,220	\$ 3,153														\$ 3,153	\$ 31,525			\$ 31,525
625.2	PL-Services	25	3,470	\$ 230,658	\$ 28,832			\$ 48,037	\$ 3,002		\$ 14,530								\$ 41,471	\$ 366,530			\$ 366,530
686.2	KY Discretionary PL - Boone Co. Trans. Plan Update FY2025	25	299					\$ 132,000											\$ 33,000	\$ 165,000			\$ 165,000
684.3	OH Exclusive - Transportation Planning Activities	25		\$ 483,194	\$ 60,399														\$ 60,399	\$ 603,992			\$ 603,992
686.3	KY Exclusive-Transportation Planning Activities	25	338					\$ 45,673	\$ 2,855		\$ 13,815								\$ 12,018	\$ 74,360			\$ 74,360
695.1	PL-UPWP	24	113	\$ 11,225	\$ 1,403														\$ 1,403	\$ 14,031			\$ 14,031
695.1	PL-UPWP	25	286	\$ 28,437	\$ 3,555			\$ 5,336	\$ 334		\$ 1,614								\$ 4,959	\$ 44,234			\$ 44,234
697.1	PL-Transportation Program	24	75	\$ 5,244	\$ 655														\$ 655	\$ 6,555			\$ 6,555
697.1	PL-Transportation Program	25	271	\$ 18,958	\$ 2,370			\$ 3,214	\$ 201		\$ 972								\$ 3,215	\$ 28,931			\$ 28,931
720.1	PL-Mobile Source Emissions	24	7	\$ 632	\$ 79														\$ 79	\$ 790			\$ 790
720.1	PL-Mobile Source Emissions	25	146	\$ 12,639	\$ 1,580			\$ 1,730	\$ 108		\$ 523								\$ 2,035	\$ 18,616			\$ 18,616
674.3	Transit Planning Activities (5310) FFY22-23 (24-23-674.3)	22-23	2,115										\$ 254,558							\$ 254,558			\$ 254,558
674.3	Transit Planning Activities (5310) FFY19-21 (22-23-674.3)	19-21	462										\$ 61,392							\$ 61,392			\$ 61,392
674.4	Transit Planning Activities (5310) FFY15-17 PT (17-23-674.4)	15-17	0										\$ 551						\$ -	\$ 551			\$ 551
674.4	Transit Planning Activities (5310) FFY17-19 PT (19-23-674.4)	17-19	0										\$ 8,397							\$ 8,397			\$ 8,397
674.4	Transit Planning Activities (5310) FFY18-19 PT (21-23-674.4)	18-19	0										\$ 85,091						\$ -	\$ 85,091			\$ 85,091
674.4	Transit Planning Activities (5310) FFY21-22 PT (23-23-674.4)	21-22	0										\$ 1,291,454						\$ -	\$ 1,291,454			\$ 1,291,454
674.4	Transit Planning Activities (5310) FFY22-23 PT (24-23-674.4)	22-23	0										\$ 224,000						\$ -	\$ 224,000			\$ 224,000
674.4	Transit Planning Activities (5310) FFY19-21 PT (22-23-674.5)	19-21	0										\$ 565,036						\$ -	\$ 565,036			\$ 565,036
610.4	LRP-Land Use	25	6,401		\$ 591,285					\$ 125,800									\$ 31,450	\$ 748,535	x		\$ 748,535
610.5	Fiscal Impact Analysis Model	25	522		\$ 55,462					\$ 11,800									\$ 2,950	\$ 70,212	x		\$ 70,212
685.5	FY2025 SPR - Dearborn County (INDOT)	25	436									\$ 60,000							\$ 15,000	\$ 75,000			\$ 75,000
665.4	Regional Clean Air Program	25	359			\$ 156,423				\$ 41,600									\$ -	\$ 198,023	x	\$ 10,400	\$ 208,423
667.1	Rideshare Program	25	334			\$ 167,327				\$ 44,500									\$ -	\$ 211,827		\$ 11,125	\$ 222,952
678.3	FRA - CRISI Benchmark	21	0										\$ 271,520						\$ 67,880	\$ 339,400			\$ 339,400
710.2	FY2025 Ohio DNR	25	729														\$ 75,000		\$ -	\$ 75,000			\$ 75,000
710.6	OEPA 604b Program - Core	25	724													\$ 59,779			\$ -	\$ 59,779			\$ 59,779
710.5	OEPA 604b Program - Supplemental	25	412													\$ 39,250			\$ -	\$ 39,250			\$ 39,250
710.9	OH General Assembly Funds - Core	25	823														\$ 67,510		\$ -	\$ 67,510			\$ 67,510
710.7	OH General Assembly Funds - Supplemental	25	76														\$ 7,490		\$ -	\$ 7,490			\$ 7,490
710.1	Local Funded Water Activities	25	844																\$ 70,000	\$ 70,000			\$ 70,000
711.2	US EPA CPRG - Plan	24	1,013												\$ 333,474				\$ -	\$ 333,474			\$ 333,474
800.1	Local Funded Regional Planning	25	645																\$ 70,000	\$ 70,000			\$ 70,000
	Total UPWP		54,139	\$ 3,786,962	\$ 473,370	\$ 646,747	\$ 323,750	\$ 704,800	\$ 35,800	\$ 223,700	\$ 173,256	\$ 60,000	\$ 2,490,479	\$ 271,520	\$ 333,474	\$ 99,029	\$ 150,000	\$ -	\$ 944,364	\$ 10,717,250	\$ -	\$ 21,525	\$ 10,738,775

Table 7 - FY25 Transit Budget

SORTA Planning Grants As of 2/6/23									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5309 FTA	5339 FTA	CMAQ	Other				
	Urbanized Area Formula Grant	Fixed Guideway Capital Grants "New	Bus and Bus Facilities Program						
Walnut Hills Transit Center Planning					\$ 341,550		\$ 38,160	\$ 379,710	
Bus Stop Enhancement (FY23 Earmark)					\$ 3,300,000		\$ 800,000	\$ 4,100,000	
Uptown Transit Center Construction (OKI)					\$ 6,600,000		\$ 1,650,000	\$ 8,250,000	
Walnut Hills Transit Center Planning (AoPP)					\$ 341,550		\$ 38,160	\$ 379,710	
SORTA Onboard Customer Service Study (AoPP)					\$ 363,545		\$ 91,455	\$ 455,000	
SORTA Long Range Transportation Plan						\$ 485,120	\$ 121,280	\$ 606,400	
Transit Authority of Northern Kentucky (TANK)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5316 FTA	5317 FTA	CMAQ	STP				
I-71/75 Active Traffic Demand Study - Planning	\$4,000					\$1,000		\$5,000	1/1/2024
NextGen Technology Plan	\$100,000					\$25,000		\$125,000	1/1/2024
Zero Emission Vehicle Transition Plan	\$36,453					\$9,113		\$45,466	1/1/2024
Regional Transit Gap Analysis	\$16,368					\$4,092		\$20,460	1/1/2024
Middletown Transit Service (MTS)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5316 FTA	5317 FTA	CMAQ	STP				
Planning concepts for the new/renovated Middletown Transit Station	\$67,500						\$ 7,500.00	\$ 75,000.00	12/31/2025
Planning concepts for the MTS Transit Development Plan	\$70,000						\$ 14,000.00	\$ 84,000.00	12/31/2025
Planning and coordinating efforts with NEORide Small Urban Coordinator	\$229,231					\$ 45,846.00	\$ -	\$ 275,077.00	12/31/2025
Clermont Transportation Connection (CTC)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5339 FTA	5317 FTA	CMAQ	STP				
Replacement Vehicles	\$680,000	\$ 150,000.00			Feb Amendment	\$ 122,641.00	\$0	\$ 952,641.00	
Security & Routing System	\$50,000							\$ 50,000.00	
Butler County Regional Transit Authority (BCRTA)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5316 FTA	5317 FTA	CMAQ	STP				
Advocate coordinated approach based on findings of studies, surveys, outreach	\$ 40,000						\$ 10,000	\$ 50,000	12/31/2025
Continued Local Coordination, detours, serv changes, roadway exp, closures, etc	\$ 40,000						\$ 10,000	\$ 50,000	12/31/2025
Planning concepts for Hamilton HQ lot improvements							\$ 20,000	\$ 20,000	12/31/2025
Planning concepts for Hamilton Transit Hub	\$ 112,500						\$ 12,500	\$ 125,000	12/31/2025
Studying ridership demographics, LEP, and Title VI efforts	\$ 40,000						\$ 10,000	\$ 50,000	12/31/2025
Planning concepts to improve transit ridership in the City of Oxford	\$ 150,000						\$ 16,667	\$ 166,667	12/31/2025
Studying the environmental impact of BCRTA operations	\$ 40,000						\$ 10,000	\$ 50,000	12/31/2025
Warren County Transit Service (WCTS)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5316 FTA	5317 FTA	CMAQ	STP				
Operating (ARPA Funds)	\$ 500,000.00						\$0	\$500,000	2024
Operating (CRSSA Funds)	\$ 500,000.00							\$500,000	2024
Vehicle Purchase				\$ 312,800.00		\$ 73,200.00	\$ 5,000.00	\$391,000	2025
City of Cincinnati (Streetcar)									
Planning Activity	Federal					State	Local	Total	Completion Date
	5307 FTA	5316 FTA	5317 FTA	CMAQ	STP				
No Identified Planning Source	\$0					\$0		\$0	1/1/2025
New Funding	\$0					\$0		\$0	1/1/2025

APPENDIX B

COST ALLOCATION



OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2021 - June 30, 2022

		ESTIMATED FY 2022	ACTUAL FY 2022	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2024
EMPLOYEE WAGES					
Indirect Labor					
Acct. #	Acct. Name				
22(24)-02-001.0-5105.01	Salaries - Indirect Administration	\$317,489.00	\$296,018.85	\$21,470.15	\$304,918.16
22(24)-02-001.0-5105.02	Salaries - Indirect Accounting/Finance	\$365,306.00	\$367,289.78	(\$1,983.78)	\$316,347.28
22(24)-02-001.0-5105.03	Salaries - Indirect Clerical	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-02-001.0-5105.04	Salaries - Indirect Communications	\$84,761.00	\$127,306.96	(\$42,545.96)	\$135,547.33
22(24)-02-001.0-5105.05	Salaries - Indirect Human Resources	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-02-001.0-5105.06	Salaries - Indirect Administrative Support	\$7,587.00	\$14,216.48	(\$6,629.48)	\$11,047.08
Subtotal - Indirect Labor		\$775,143.00	\$804,832.07	(\$29,689.07)	\$767,859.85
Direct Labor					
Acct. #	Acct. Name				
22(24)-01-000.1-5105.00	Salaries - General and Administrative	\$21,358.00	\$16,188.94	\$5,169.06	\$35,608.58
22(24)-01-000.2-5105.00	Salaries - General and Administrative Annual Mtg	\$0.00	\$0.00	\$0.00	\$3,318.25
22(24)-01-000.5-5105.00	Salaries - Much in Common	\$2,099.00	\$0.00	\$2,099.00	\$0.00
21-01-605.7-5105.00	Salaries - UAV Inspection Flights KYTC	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-01-605.6-5105.00	Salaries - Raven 911	\$9,390.00	\$4,429.58	\$4,960.42	\$10,360.03
24-01-610.2-5105.00	Salaries - Freight Conference	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-06-667.1-5105.00	Salaries - RideShare	\$11,420.00	\$10,003.67	\$1,416.33	\$11,393.96
21(23)-08-601.1-5105.00	Salaries - Short Range Planning co	\$5,655.21	\$2,906.77	\$2,748.44	\$2,154.94
21(23)-08-602.1-5105.00	Salaries - Trans Improvement Program co	\$15,941.10	\$9,489.25	\$6,451.85	\$6,877.22
21(23)-08-605.1-5105.00	Salaries - Continuing Planning - Surveillance co	\$156,743.20	\$78,145.85	\$78,597.35	\$15,211.19
21(23)-08-610.1-5105.00	Salaries - Transportation Plan co	\$96,989.83	\$46,170.11	\$50,819.72	\$21,018.08
23-08-610.2-5105.00	Salaries - Long Range Plng - Freight Conference co	\$0.00	\$0.00	\$0.00	\$7,909.39
21(23)-08-625.2-5105.00	Salaries - Services co	\$24,700.59	\$14,630.03	\$10,070.56	\$10,394.80
21(23)-08-665.1-5105.00	Salaries - Regional Freight Plan Update co	\$0.00	\$0.00	\$0.00	\$1,395.98
21(23)-08-695.1-5105.00	Salaries - UPWP Administration co	\$2,429.79	\$4,186.11	(\$1,756.32)	\$1,105.80
21(23)-08-697.1-5105.00	Salaries - Trans Program Reporting co	\$1,134.60	\$108.61	\$1,025.99	\$858.71
21(23)-08-720.1-5105.00	Salaries - Mobile Source Emissions co	\$4,297.65	\$450.38	\$3,847.27	\$396.98
22(24)-08-601.1-5105.00	Salaries - Short Range Planning	\$29,494.79	\$18,812.22	\$10,682.57	\$24,158.62
22(24)-08-602.1-5105.00	Salaries - Trans Improvement Program	\$56,554.90	\$61,547.02	(\$4,992.12)	\$82,068.08
22(24)-08-605.1-5105.00	Salaries - Continuing Planning - Surveillance	\$506,889.80	\$514,446.50	(\$7,556.70)	\$732,925.75
22(24)-08-605.7-5105.00	Salaries - KYTC Dist. 6 UAV Flights	\$2,387.00	\$1,147.58	\$1,239.42	\$0.00
22(24)-08-610.1-5105.00	Salaries - Transportation Plan	\$198,107.17	\$260,362.83	(\$62,255.66)	\$430,694.67
24-08-610.2-5105.00	Salaries - Long Range Plng - Freight Conference	\$0.00	\$0.00	\$0.00	\$21,897.78
22(24)-08-625.2-5105.00	Salaries - Services	\$118,564.41	\$80,459.41	\$38,105.00	\$119,490.93
22(24)-08-665.1-5105.00	Salaries - Regional Freight Plan Update	\$89,175.00	\$82,130.21	\$7,044.79	\$6,173.14
22(24)-08-685.1-5105.00	Salaries - INDOT Exclusive CPG	\$10,075.00	\$10,195.20	(\$120.20)	\$12,494.11
22(24)-08-684.3-5105.00	Salaries - ODOT Excl - Trans Planning Activities	\$0.00	\$0.00	\$0.00	\$18,392.99
22(24)-08-686.3-5105.00	Salaries - KYTC Excl - Trans Planning Activities	\$10,949.00	\$8,314.69	\$2,634.31	\$5,475.00
22(24)-08-695.1-5105.00	Salaries - UPWP Administration	\$8,930.21	\$4,839.77	\$4,090.44	\$12,162.25
22(24)-08-697.1-5105.00	Salaries - Trans Program Reporting	\$7,480.40	\$3,756.67	\$3,723.73	\$9,438.56
22(24)-08-720.1-5105.00	Salaries - Mobile Source Emissions	\$8,058.35	\$4,784.75	\$3,273.60	\$4,316.74
22(24)-15-610.4-5105.00	Salaries - Land Use Planning	\$217,285.00	\$217,707.46	(\$422.46)	\$234,216.37
22(24)-15-610.5-5105.00	Salaries - Fiscal Impact Analysis Model Implementation	\$20,738.00	\$3,849.93	\$16,888.07	\$17,243.90
22(24)-15-611.5-5105.00	Salaries - Fiscal Impact Analysis Maintenance & Startups	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-15-685.2-5105.00	Salaries - INDOT Exclusive STP	\$10,395.00	\$10,256.47	\$138.53	\$13,053.93
22(24)-20-665.4-5105.00	Salaries - Regional Clean Air Program	\$6,044.00	\$5,318.42	\$725.58	\$7,992.63
17-23-674.3-5105.00	Salaries - FTA (5310) Transit FY18	\$0.00	\$27,272.06	(\$27,272.06)	\$0.00
19-23-674.3-5105.00	Salaries - FTA (5310) Transit FY19-20	\$42,415.00	\$28,228.53	\$14,186.47	\$0.00
22-23-674.3-5105.00	Salaries - FTA (5310) Transit FY19-20-21	\$0.00	\$0.00	\$0.00	\$76,906.41
22(24)-26-800.1-5105.00	Salaries - Regional Planning	\$19,377.00	\$21,059.94	(\$1,682.94)	\$23,265.25
22(24)-29-710.1-5105.00	Salaries - Local Water	\$20,624.00	\$24,175.71	(\$3,551.71)	\$12,900.44
22(24)-30-710.9-5105.00	Salaries - OH General Assembly WQ	\$24,937.00	\$24,501.74	\$435.26	\$25,978.38
22(24)-38-710.6-5105.00	Salaries - OEPA 604b Water	\$17,358.00	\$16,915.18	\$442.82	\$34,214.89
Subtotal - Direct Labor		\$1,777,998.00	\$1,616,791.59	\$161,206.41	\$2,053,464.73
TOTAL EMPLOYEE WAGES		\$2,553,141.00	\$2,421,623.66	\$131,517.34	\$2,821,324.58

**OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
 SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
 July 1, 2021 - June 30, 2022**

		ESTIMATED FY 2022	ACTUAL FY 2022	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2024
FRINGE BENEFITS COST CENTER					
Paid Leave					
Acct. #	Acct. Name				
22(24)-03-002.0-5108.00	Performance Contingency	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-03-002.0-5110.00	Vacation Expense	\$194,964.00	\$234,775.16	(\$39,811.16)	\$195,276.53
22(24)-03-002.0-5115.00	Sick Leave	\$104,295.00	\$79,304.61	\$24,990.39	\$62,155.89
22(24)-03-002.0-5120.00	Holiday Leave (8 fixed)	\$88,318.00	\$83,079.83	\$5,238.17	\$97,189.12
22(24)-03-002.0-5120.02	Presidents' Day - Sub Holiday	\$10,719.00	\$10,381.84	\$337.16	\$12,148.63
22(24)-03-002.0-5120.03	Columbus Day - Sub Holiday	\$11,361.00	\$10,599.41	\$761.59	\$12,148.63
22(24)-03-002.0-5120.05	Juneteenth - Sub Holiday	\$0.00	\$12,111.15	(\$12,111.15)	\$12,148.63
22(24)-03-002.0-5130.00	Administrative Leave	\$10,808.00	\$12,828.59	(\$2,020.59)	\$11,008.44
22(24)-03-002.0-5130.01	Administrative Leave-COVID EE Sick	\$0.00	\$2,223.58	(\$2,223.58)	\$0.00
Subtotal - Paid Leave		\$420,465.00	\$445,304.17	(\$24,839.17)	\$402,075.87
Other Fringe Benefits					
Acct. #	Acct. Name				
22(24)-03-002.0-5205.00	FICA - Employer	\$212,436.62	\$204,364.79	\$8,071.83	\$236,371.51
22(24)-03-002.0-5209.00	Retirement Plan (403b)	\$111,633.86	\$96,541.20	\$15,092.66	\$121,505.52
22(24)-03-002.0-5210.00	Retirement Plan (401a)	\$310,821.41	\$290,943.60	\$19,877.81	\$332,343.67
22(24)-03-002.0-5212.00	Employer 457 Plan Contribution	\$19,730.77	\$19,769.64	(\$38.87)	\$20,500.00
22(24)-03-002.0-5215.00	Workers' Compensation	\$15,399.00	\$18,113.28	(\$2,714.28)	4,011.00
22(24)-03-002.0-5220.00	Unemployment Insurance	\$4,000.00	\$0.00	\$4,000.00	4,000.00
22(24)-03-002.0-5223.00	HRA Expenses - ER	\$4,950.00	\$4,087.73	\$862.27	\$5,700.00
22(24)-03-002.0-5224.00	HSA Contribution - ER	\$74,525.00	\$71,662.50	\$2,862.50	\$81,575.00
22(24)-03-002.0-5225.01	Health Insurance Premium	\$491,600.44	\$385,084.50	\$106,515.94	\$454,198.01
22(24)-03-002.0-5225.02	Dental Insurance Premium	\$30,039.19	\$26,410.43	\$3,628.76	\$27,384.08
22(24)-03-002.0-5225.03	Life Insurance Premium	\$13,978.07	\$13,068.26	\$909.81	\$13,885.29
22(24)-03-002.0-5225.04	LTD Insurance Premium	\$14,257.09	\$13,346.10	\$910.99	\$14,112.87
22(24)-03-002.0-5225.05	ADD Insurance Premium	\$1,090.28	\$1,019.22	\$71.06	\$1,083.10
22(24)-03-002.0-5225.06	Vision Insurance Premium	\$3,555.31	\$3,171.81	\$383.50	\$3,190.68
22(24)-03-002.0-5226.00	Employee Incentive	\$4,812.00	\$2,359.03	\$2,452.97	2,286.00
22(24)-03-002.0-5240.30	Sick Leave Variance & Adjust	(\$16,952.89)	(\$23,569.15)	\$6,616.26	\$60,359.11
22(24)-03-002.0-5240.32	Holiday Variance & Adjustment	(\$497.16)	\$8,855.34	(\$9,352.50)	\$3,213.41
22(24)-03-002.0-5240.36	Vacation Variance & Adjustment	\$21,171.32	(\$23,195.71)	\$44,367.03	\$93,109.67
Prior Year Rate Adjustment				\$0.00	
Subtotal - Other Fringe		\$1,316,550.31	\$1,112,032.57	\$204,517.74	\$1,478,828.92
TOTAL FRINGE BENEFITS		\$1,737,015.31	\$1,557,336.74	\$179,678.57	\$1,880,904.79

**OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2021 - June 30, 2022**

		ESTIMATED FY 2022	ACTUAL FY 2022	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2024
INDIRECT COST CENTER - NON-LABOR					
Acct. #	Acct. Name				
22(24)-02-001.0-5107.00	Auto Allowance	\$8,700.00	\$8,700.00	\$0.00	\$8,700.00
22(24)-02-001.0-5510.02	Meals & Incidentals - OR	\$114.00	\$9.34	\$104.66	\$384.80
22(24)-02-001.0-5515.02	Lodging - OR	\$305.00	\$430.06	(\$125.06)	\$701.50
22(24)-02-001.0-5520.02	Transportation - OR	\$246.40	\$68.00	\$178.40	\$100.40
22(24)-02-001.0-5520.03	Transp OR OKI Vehicle Mileage	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-02-001.0-5520.06	Transportation - IR	\$108.50	\$89.75	\$18.75	\$84.25
22(24)-02-001.0-5520.07	Transp IR OKI Vehicle Mileage	\$9.84	\$19.97	(\$10.13)	\$17.28
22(24)-02-001.0-5525.02	Misc. Travel Expenses - OR	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-02-001.0-5570.02	PD - Meals & Incidentals - OR	\$1,257.90	\$198.00	\$1,059.90	1,904.55
22(24)-02-001.0-5571.02	PD - Misc. Travel Expenses - OR	\$254.00	\$0.00	\$254.00	282.00
22(24)-02-001.0-5572.02	PD - Lodging - OR	\$3,769.88	\$1,397.68	\$2,372.20	4,832.57
22(24)-02-001.0-5574.02	PD - Transportation - OR	\$1,872.40	\$122.50	\$1,749.90	2,599.37
22(24)-02-001.0-5574.03	ProfDev OR OKI Vehicle Mileage	\$0.00	\$0.00	\$0.00	164.10
22(24)-02-001.0-5574.06	PD - Transportation - IR	\$0.00	\$0.00	\$0.00	-
22(24)-02-001.0-5574.07	ProfDev IR OKI Vehicle Mileage	\$0.00	\$0.00	\$0.00	-
22(24)-02-001.0-5575.02	Professional Development Registrations	\$16,666.11	\$3,498.78	\$13,167.33	10,923.64
22(24)-02-001.0-5575.04	Professional Development Memberships	\$1,516.00	\$487.60	\$1,028.40	70.00
22(24)-02-001.0-5585.00	Agency Memberships	\$3,039.75	\$3,169.00	(\$129.25)	3,930.00
22(24)-02-001.0-5590.00	Professional Publicatons	\$1,249.00	\$774.01	\$474.99	1,932.00
22(24)-02-001.0-6110.00	Technical Consultants	\$0.00	\$0.00	\$0.00	\$80,000.00
22(24)-02-001.0-6125.00	Professional Services - Other	\$149,125.00	\$178,470.16	(\$29,345.16)	\$237,610.00
22(24)-02-001.0-6210.00	Outside Printing & Graphics	\$280.00	\$865.00	(\$585.00)	\$440.00
22(24)-02-001.0-6310.00	Temporary Services	\$0.00	\$0.00	\$0.00	\$0.00
22(24)-02-001.0-6350.00	Payroll/Data Processing Services	\$9,240.00	\$8,785.02	\$454.98	\$7,581.25
22(24)-02-001.0-7110.00	Materials and Supplies	\$10,118.62	\$3,173.78	\$6,944.84	\$4,692.79
22(24)-02-001.0-7110.01	Supplies - Office Equipment	\$5,978.00	\$5,167.66	\$810.34	\$5,484.00
22(24)-02-001.0-7110.02	Supplies - Furniture & Fixture	\$975.00	\$2,601.59	(\$1,626.59)	\$425.00
22(24)-02-001.0-7110.03	Supplies - Computers & Software	\$16,661.00	\$9,603.97	\$7,057.03	\$36,978.00
22(24)-02-001.0-7110.04	Supplies - IT Equipment	\$86,082.57	\$31,048.62	\$55,033.95	\$80,886.28
22(24)-02-001.0-7151.00	Occupancy & Storage	\$485,359.52	\$484,458.25	\$901.27	\$457,114.32
22(24)-02-001.0-7153.00	Telephone - Line chgs and LD	\$9,363.10	\$8,044.63	\$1,318.47	\$8,633.00
22(24)-02-001.0-7157.00	Internet Expenses	\$8,220.96	\$11,863.38	(\$3,642.42)	\$12,360.00
22(24)-02-001.0-7159.00	Website Management	\$300.00	\$233.40	\$66.60	\$195.00
22(24)-02-001.0-7210.00	Postage and Shipping	\$1,535.58	\$602.26	\$933.32	\$1,201.01
22(24)-02-001.0-7250.00	Equip Repairs, Maint & Lease	\$27,580.09	\$6,287.01	\$21,293.08	\$15,713.96
22(24)-02-001.0-7310.00	Legal	\$45,000.00	\$67,417.60	(\$22,417.60)	\$69,147.55
22(24)-02-001.0-7312.00	Auditing Fees	\$20,217.47	\$22,686.00	(\$2,468.53)	\$23,179.60
22(24)-02-001.0-7350.00	Insurance	\$31,597.80	\$33,066.72	(\$1,468.92)	\$37,892.44
22(24)-02-001.0-7410.00	Meetings and Hearings	\$16.43	\$30.88	(\$14.45)	\$107.06
22(24)-02-001.0-7450.00	Depreciation	\$55,988.53	\$47,557.32	\$8,431.21	\$67,679.62
22(24)-02-001.0-7510.00	Legal Notices	\$2,925.00	\$1,713.44	\$1,211.56	\$1,190.00
22(24)-02-001.0-7520.00	Retirement Plan Expenses	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
22(24)-02-001.0-7525.00	Employee Benefit Plan Fees	\$500.00	\$0.00	\$500.00	\$500.00
22(24)-02-001.0-7651.00	In-house Reproduction	\$2,570.15	\$1,732.95	\$837.20	\$1,301.97
22(24)-02-001.0-7653.00	Other Unclassified	\$2,586.04	\$3,221.96	(\$635.92)	\$3,569.03
22(24)-02-001.0-7655.00	Indirect Expense Reimbursement	\$0.00	\$0.00	\$0.00	
	Prior Year Rate Adjustment			\$0.00	
TOTAL INDIRECT COSTS - NON-LABOR		\$1,012,829.64	\$947,596.29	\$65,233.35	\$1,192,008.34

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
July 1, 2021 - June 30, 2022

		ESTIMATED FY 2022	ACTUAL FY 2022	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2024
FRINGE BENEFIT COST RATE CALCULATION					
TOTAL FRINGE BENEFITS	A	\$1,737,015	\$1,557,337		\$1,880,905
TOTAL EMPLOYEE WAGES	B	\$2,553,141	\$2,421,624		\$2,821,325
FRINGE BENEFIT COST RATE		68.03%	64.31%	A ÷ B	66.67%
FRINGE BENEFIT COST RECOVERY COMPARISON					
FY 2022					
Should have recovered in fiscal year	+		\$1,039,752	Actual DL * Actual Fringe Rate	
Amount actually recovered in fiscal year	-		\$1,099,975	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	=		(\$60,223)		
FRINGE BENEFITS COST DISTRIBUTION					
INDIRECT LABOR FRINGE BENEFITS		\$527,364	\$517,584		\$511,912
DIRECT LABOR FRINGE BENEFITS		\$1,209,651	\$1,039,752		\$1,368,992
TOTAL FRINGE BENEFITS		<u>\$1,737,015</u>	<u>\$1,557,337</u>		<u>\$1,880,905</u>
INDIRECT COST RATE CALCULATION					
INDIRECT LABOR		\$775,143	\$804,832		\$767,860
INDIRECT FRINGE BENEFITS		\$527,364	\$517,584		\$511,912
OTHER INDIRECT COSTS		\$1,012,830	\$947,596		\$1,192,008
TOTAL INDIRECT COSTS	A	<u>\$2,315,337</u>	<u>\$2,270,013</u>		<u>\$2,471,781</u>
TOTAL DIRECT LABOR COSTS	B	\$1,777,998	\$1,616,792		\$2,053,465
INDIRECT COST RATE		130.22%	140.40%	A ÷ B	120.37%
INDIRECT COST RECOVERY COMPARISON					
FY 2022					
Should have recovered in fiscal year	+		\$2,270,013	Actual DL * Actual Indirect Rate	
Amount actually recovered in fiscal year	-		\$2,105,411	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	=		\$164,601		
SUMMARY					
		ESTIMATED FY 2022	ACTUAL FY 2022		ESTIMATED FY 2024
FRINGE BENEFIT COST RATE		68.0344%	64.3096%		66.6674%
INDIRECT COST RATE		<u>130.2216%</u>	<u>140.4023%</u>		<u>120.3712%</u>
TOTAL OVERHEAD COST RATE		198.2560%	204.7119%		187.0387%

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 21, 2023 to establish billing or final indirect costs rates for July 1, 2023 – June 30, 2024 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 (Feb 21, 2023 11:54 EST)

Name of Official: Mark R. Policinski

Title: Executive Director / CEO

Date of Execution: Feb 21, 2023

B-5

Judge/Executive Gary W. Moore
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

I hereby certify that an Audit of Fiscal Year 2024 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.

Mark Policinski

Mark Policinski (Feb 21, 2023 11:54 EST)

Signature

Mark R. Policinski
Executive Director

Ohio-Kentucky-Indiana Regional
Council of Governments

February 21, 2023

B-6

Judge/Executive Gary W. Moore
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
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
360110	601 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH	Short Range	Direct Labor	2,155		1,778	1,422	178					178
Carryover	66.67%	Fringe Benefits	1,437		1,185	948	119					119
FY24 KY	120.37%	INDIRECT	2,594		2,140	1,712	214					214
funds	FY2024 CAP Rates	OTHER DIRECT	140		116	92	12					12
		TOTAL	6,326		5,219	4,175	522					522
FY24 Funding			70,801		55,927	44,742	5,593					5,593
460110	601 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24	Short Range	Direct Labor	24,159		19,083	15,267	1,908					1,908
funds	66.67%	Fringe Benefits	16,106		12,722	10,178	1,272					1,272
	120.37%	INDIRECT	29,080		22,971	18,377	2,297					2,297
	FY2024 CAP Rates	OTHER DIRECT	236		186	149	19					19
		TOTAL	69,581		54,963	43,971	5,496					5,496
	FY24 Carrying into FY25	1.72%	1,220		964	771	96					96
360210	602 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH	TIP	Direct Labor	6,877		5,675	4,540	567					567
Carryover	66.67%	Fringe Benefits	4,585		3,783	3,026	378					378
FY24 KY	120.37%	INDIRECT	8,278		6,831	5,464	683					683
funds	FY2024 CAP Rates	OTHER DIRECT	196		162	129	16					16
		TOTAL	19,936		16,450	13,160	1,645					1,645
FY24 Funding			240,508		189,983	151,986	18,998					18,998
460210	602 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24	TIP	Direct Labor	82,068		64,827	51,862	6,483					6,483
funds	66.67%	Fringe Benefits	54,713		43,219	34,575	4,322					4,322
	120.37%	INDIRECT	98,786		78,034	62,427	7,803					7,803
	FY2024 CAP Rates	OTHER DIRECT	796		629	503	63					63
		TOTAL	236,363		186,709	149,367	18,671					18,671
	FY24 Carrying into FY25	1.72%	4,145		3,274	2,619	327					327

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
360510	605 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	Cont Plan- Surv.	Direct Labor	15,211		12,551	10,041	1,255					1,255
FY24 KY funds	66.67%	Fringe Benefits	10,141		8,367	6,694	837					837
	120.37%	INDIRECT	18,310		15,108	12,086	1,511					1,511
	FY2024 CAP Rates	OTHER DIRECT	6,450		5,322	4,258	532					532
		TOTAL	50,112		41,349	33,079	4,135					4,135
FY24 Funding			2,296,371		1,813,956	1,451,165	181,396					181,396
460510	605 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	Cont Plan- Surv.	Direct Labor	732,926		578,955	463,164	57,895					57,895
	66.67%	Fringe Benefits	488,623		385,974	308,780	38,597					38,597
	120.37%	INDIRECT	882,232		696,895	557,516	69,690					69,690
	FY2024 CAP Rates	OTHER DIRECT	128,830		101,766	81,413	10,177					10,177
		TOTAL	2,232,610		1,763,590	1,410,872	176,359					176,359
	FY24 Carrying into FY25	2.78%	63,761		50,366	40,293	5,037					5,037
FY24 Funding			30,000	30,000								
460560	605 (FED)	% OF FUNDING	100	100.00	78.9923	80.0000	10.0000					10.0000
Local	RAVEN 911	Direct Labor	10,360	10,360	0	0	0					0
FY24 funds	66.67%	Fringe Benefits	6,907	6,907	0	0	0					0
	120.37%	INDIRECT	12,471	12,471	0	0	0					0
	FY2024 CAP Rates	OTHER DIRECT	262	262	0	0	0					0
		TOTAL	30,000	30,000	0	0	0					0
	FY24 Carrying into FY25	0.00%	(0)	(0)	0	0	0					0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
361010	610 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	Transportation Plan	Direct Labor	21,018		17,343	13,874	1,734					1,734
	66.67%	Fringe Benefits	14,012		11,562	9,249	1,156					1,156
FY24 KY funds	120.37%	INDIRECT	25,300		20,875	16,700	2,088					2,088
	FY2024 CAP Rates	OTHER DIRECT	4		3	3	0					0
		TOTAL	60,334		49,783	39,826	4,978					4,978
FY24 Funding			1,305,015		1,030,861	824,689	103,086					103,086
461010	610 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	Transportation Plan	Direct Labor	430,695		340,216	272,173	34,022					34,022
	66.67%	Fringe Benefits	287,133		226,813	181,450	22,681					22,681
	120.37%	INDIRECT	518,432		409,522	327,617	40,952					40,952
	FY2024 CAP Rates	OTHER DIRECT	30,552		24,134	19,307	2,413					2,413
		TOTAL	1,266,812		1,000,684	800,547	100,068					100,068
	FY24 Carrying into FY25	2.93%	38,203		30,177	24,142	3,018					3,018
361020	610 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	LR Freight Conf	Direct Labor	7,909		6,526	5,221	653					653
	66.67%	Fringe Benefits	5,273		4,351	3,481	435					435
FY24 KY funds	120.37%	INDIRECT	9,521		7,856	6,285	786					786
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0					0
	Rates	TOTAL	22,703		18,733	14,986	1,873					1,873
FY24 Funding			62,855		49,651	39,720	4,965					4,965
461020	610 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	LR Freight Conf	Direct Labor	21,898		17,298	13,838	1,730					1,730
	66.67%	Fringe Benefits	14,599		11,532	9,225	1,153					1,153
	120.37%	INDIRECT	26,359		20,821	16,657	2,082					2,082
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0					0
	Rates	TOTAL	62,855		49,651	39,721	4,965					4,965
	FY24 Carrying into FY25	0.00%	(0)		(0)	(0)	(0)					(0)

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
362520	625 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH	Services	Direct Labor	10,395		8,577	6,862	858					858
Carryover	66.67%	Fringe Benefits	6,930		5,718	4,574	572					572
FY24 KY	120.37%	INDIRECT	12,512		10,324	8,259	1,032					1,032
funds	FY2024 CAP Rates	OTHER DIRECT	1,690		1,394	1,116	139					139
		TOTAL	31,527		26,013	20,811	2,601					2,601
FY24 Funding			352,879		278,747	222,998	27,875					27,875
462520	625 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24	Services	Direct Labor	119,491		94,389	75,511	9,439					9,439
funds	66.67%	Fringe Benefits	79,662		62,926	50,341	6,293					6,293
	120.37%	INDIRECT	143,833		113,617	90,893	11,362					11,362
	FY2024 CAP Rates	OTHER DIRECT	3,813		3,012	2,410	301					301
		TOTAL	346,798		273,944	219,155	27,394					27,394
	FY24 Carrying into FY25	1.72%	6,081		4,803	3,843	480					480
366510	665 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
	Regional Freight Plan Update	Direct Labor	1,396		1,152	921	115					115
FY23 OH		Fringe Benefits	930		768	614	77					77
Carryover	66.67%	INDIRECT	1,680		1,386	1,109	139					139
FY24 KY	120.37%	OTHER DIRECT	0		0	0	0					0
funds	FY2024 CAP Rates	TOTAL	4,007		3,306	2,645	331					331
FY24 Funding			17,720		13,997	11,198	1,400					1,400
466510	665 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
	Regional Freight Plan Update	Direct Labor	6,173		4,876	3,901	488					488
FY24		Fringe Benefits	4,115		3,251	2,600	325					325
funds	66.67%	INDIRECT	7,430		5,869	4,695	587					587
	120.37%	OTHER DIRECT	2		2	1	0					0
	FY2024 CAP Rates	TOTAL	17,720		13,998	11,198	1,400					1,400
	FY24 Unspent Balance	0.00%	(0)		(0)	(0)	(0)					(0)

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding			24,208									
468630	686 (FED)	% OF FUNDING	100		0.0000							
FY24 KY funds	KY Excl Trans Plan	Direct Labor	5,475		0							
	66.67%	Fringe Benefits	3,650		0							
	120.37%	INDIRECT	6,590		0							
	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	15,715		0							
	FY24 Unspent Balance	35.08%	8,493		0	0	0					0
FY24 Funding			75,590		75,590	60,472	7,559	0				7,559
368420	684 (FED)	% OF FUNDING	100		100.0000	80.0000	10.0000					10.0000
FY24 KY funds	OH Excl FC	Direct Labor	0		0	0	0	0				0
	66.67%	Fringe Benefits	0		0	0	0	0				0
	120.37%	INDIRECT	0		0	0	0	0				0
	FY2024 CAP Rates	OTHER DIRECT	75,590		75,590	60,472	7,559	0				7,559
		TOTAL	75,590		75,590	60,472	7,559	0				7,559
	FY24 Unspent Balance	0.00%	0		0	0	0	0				0
FY24 Funding			803,844		803,844	643,075	80,384	0				80,384
468430	684 (FED)	% OF FUNDING	100		100.0000	80.0000	10.0000					10.0000
FY24 KY funds	OH Excl Trans Plan	Direct Labor	18,393		18,393	14,714	1,839	0				1,839
	66.67%	Fringe Benefits	12,262		12,262	9,809	1,226	0				1,226
	120.37%	INDIRECT	22,139		22,139	17,711	2,214	0				2,214
	FY2024 CAP Rates	OTHER DIRECT	751,050		751,050	600,840	75,105	0				75,105
		TOTAL	803,844		803,844	643,075	80,384	0				80,384
	FY24 Unspent Balance	0.00%	0		0	0	0	0				0
FY24 Funding			803,844		803,844	643,075	80,384	0				80,384
369510	695 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	UPWP Admin.	Direct Labor	1,106		912	730	91					91
	66.67%	Fringe Benefits	737		608	486	61					61
	120.37%	INDIRECT	1,331		1,098	878	110					110
FY24 KY funds	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0					0
		TOTAL	3,174		2,618	2,095	262					262

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding			35,527		28,064	22,451	2,806					2,806
469510	695 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	UPWP Admin.	Direct Labor	12,162		9,607	7,686	961					961
	66.67%	Fringe Benefits	8,108		6,405	5,124	640					640
	120.37%	INDIRECT	14,640		11,564	9,251	1,156					1,156
	FY2024 CAP Rates	OTHER DIRECT	5		4	3	0					0
		TOTAL	34,915		27,580	22,064	2,758					2,758
FY24 Carrying into FY25			612		483	387	48					48
<hr/>												
369710	697 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	Trans Prgrm Reptg	Direct Labor	859		709	567	71					71
	66.67%	Fringe Benefits	572		472	378	47					47
	120.37%	INDIRECT	1,034		853	682	85					85
FY24 KY funds	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0					0
		TOTAL	2,465		2,034	1,627	203					203
FY24 Funding			27,588		21,792	17,434	2,179					2,179
469710	697 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	Trans Prgrm Reptg	Direct Labor	9,439		7,456	5,965	746					746
	66.67%	Fringe Benefits	6,292		4,971	3,976	497					497
	120.37%	INDIRECT	11,361		8,975	7,180	897					897
	FY2024 CAP Rates	OTHER DIRECT	21		17	13	2					2
		TOTAL	27,113		21,417	17,134	2,142					2,142
FY24 Carrying into FY25			475		375	300	37					37
<hr/>												
372010	720 (FED)	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	Mobile Srce Emissions	Direct Labor	397		328	262	33					33
	66.67%	Fringe Benefits	265		218	175	22					22
	120.37%	INDIRECT	478		394	315	39					39
FY24 KY funds	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0					0
		TOTAL	1,139		940	752	94					94

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY24 Funding		12,755		10,075	8,060	1,008					1,008
472010	720 (FED)	% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	Mobile Srce Emissions	Direct Labor	4,317		3,410	2,728	341					341
	66.67%	Fringe Benefits	2,878		2,273	1,819	227					227
	120.37%	INDIRECT	5,196		4,105	3,284	410					410
	FY2024 CAP Rates	OTHER DIRECT	144		114	91	11					11
		TOTAL	12,535		9,901	7,921	990					990
	FY24 Carrying into FY25	1.73%	220		174	139	17					17
	FY22 funds carried into FY24		228,521		228,521			228,521				
267430	674 (FED)	% OF FUNDING	100		100.0000			100.0000				
FY22 funds	FTA 5310 Transit	Direct Labor	76,906		76,906			76,906				
	66.67%	Fringe Benefits	51,272		51,272			51,272				
	120.37%	INDIRECT	92,573		92,573			92,573				
	FY2024 CAP Rates	OTHER DIRECT	6,845		6,845			6,845				
		TOTAL	227,596		227,596			227,596				
	FY24 Carrying into FY25	0.40%	925		925			925				
	FY24 Funding		37,500		0							
468510	685 (FED)	% OF FUNDING	100		0.0000							
FY24 funds	INDOT PL	Direct Labor	12,494									
	66.67%	Fringe Benefits	8,330									
	120.37%	INDIRECT	15,039									
	FY2024 CAP Rates	OTHER DIRECT	1,637									
		TOTAL	37,500									
	FY24 Unspent Balance	0.00%	0		0							
	Carryover Sub-Total	% OF FUNDING	100		82.5123	80.0000	10.0000					10.0000
FY23 OH Carryover	CPG (PL/FTA)	Direct Labor	144,230	0	132,456	44,440	5,555	76,906	0	0	0	5,555
	66.67%	Fringe Benefits	96,153	0	88,304	29,626	3,703	51,272	0	0	0	3,703
FY24 KY funds	120.37%	INDIRECT	173,610	0	159,439	53,492	6,687	92,573	0	0	0	6,687
	FY2024 CAP Rates	OTHER DIRECT	90,915	0	89,432	66,070	8,259	6,845	0	0	0	8,259
		TOTAL	504,908	0	469,631	193,628	24,204	227,596	0	0	0	24,204

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding Sub-Total		% OF FUNDING	100		78.9923	80.0000	10.0000					10.0000
FY24 funds	CPG (PL/FTA)	Direct Labor	1,490,049	10,360	1,158,510	926,808	115,851	0	0	0	0	115,851
	66.67%	Fringe Benefits	993,377	6,907	772,348	617,878	77,235	0	0	0	0	77,235
	120.37%	INDIRECT	1,793,589	12,471	1,394,512	1,115,609	139,451	0	0	0	0	139,451
	FY2024 CAP Rates	OTHER DIRECT	917,348	262	880,913	704,730	88,091	0	0	0	0	88,091
		TOTAL	5,194,363	30,000	4,206,282	3,365,025	420,628	0	0	0	0	420,628
Carrying into FY25 Sub-Total			124,133	(0)	91,542	72,493	9,062	925	0	0	0	9,062
					82.5123							
Grand Total		% OF FUNDING	100		78.9923	80.0000	10.0000	100.0000				10.0000
	CPG (PL/FTA)	Direct Labor	1,634,278	10,360	1,290,966	971,248	121,406	76,906	0	0	0	121,406
	66.67%	Fringe Benefits	1,089,530	6,907	860,652	647,505	80,938	51,272	0	0	0	80,938
	120.37%	INDIRECT	1,967,199	12,471	1,553,950	1,169,102	146,138	92,573	0	0	0	146,138
	FY2024 CAP Rates	OTHER DIRECT	1,008,263	262	970,345	770,800	96,350	6,845	0	0	0	96,350
		TOTAL	5,699,270	30,000	4,675,913	3,558,654	444,832	227,596	0	0	0	444,832

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding			37,500									
468520	685 (FED)	% OF FUNDING	100									
FY24	INDOT STP	Direct Labor	13,054									
funds	66.67%	Fringe Benefits	8,702									
	120.37%	INDIRECT	15,713									
	FY2024 CAP Rates	OTHER DIRECT	31									
		TOTAL	37,500									
	FY24 Unspent Balance	0.00%	(0)									
FY24 Funding			714,024		564,024				564,024			
461040	610 (FED)	% OF FUNDING	100		78.9923				100.0000			TRC
FY24	Land Use	Direct Labor	234,216		185,013				185,013			
funds	66.67%	Fringe Benefits	156,146		123,344				123,344			
	120.37%	INDIRECT	281,929		222,702				222,702			
	FY2024 CAP Rates	OTHER DIRECT	18,356		14,500				14,500			
		TOAL	690,648		545,559	0	0		545,559			0
	FY24 Unspent Balance	3.27%	23,376		18,465				18,465			0
FY24 Funding			67,237		53,112				53,112			
461050	610 (FED)	% OF FUNDING	100		78.9923				100.0000			TRC
FY24	Fiscal Impact Anlys	Direct Labor	17,244		13,621				13,621			
funds	66.67%	Fringe Benefits	11,496		9,081				9,081			
	120.37%	INDIRECT	20,757		16,396				16,396			
	FY2024 CAP Rates	OTHER DIRECT	275		217				217			
		TOTAL	49,772		39,316	0	0		39,316			0
	FY24 Unspent Balance	25.98%	17,465		13,796				13,796			

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding			8,329		6,579				6,579			
466530	665 (FED)	% OF FUNDING	100		78.9923				100.0000			TRC
FY24 KY funds	RFP Comm Consultant	Direct Labor	0		0				0			
		66.67% Fringe Benefits	0		0				0			
		120.37% INDIRECT	0		0				0			
		FY2024 CAP Rates OTHER DIRECT	8,329		6,579				6,579			
		TOTAL	8,329		6,579	0	0		6,579			0
FY24 Unspent Balance			0		0				0			
FY24 Funding			380,218		300,343				300,343			
466570	665 (FED)	% OF FUNDING	100		78.9923				100.0000			TRC
FY24 KY funds	RFP Comm Consultant	Direct Labor	0		0				0			
		66.67% Fringe Benefits	0		0				0			
		120.37% INDIRECT	0		0				0			
		FY2024 CAP Rates OTHER DIRECT	380,218		300,343				300,343			
		TOTAL	380,218		300,343	0	0		300,343			0
FY24 Unspent Balance			0		0				0			

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
FY24 Funding Sub-Total						100			80.0000			20.0000
FY24 funds	STP/SNK	Direct Labor	264,514		198,634	0	0	0	198,634	0	0	0
	66.67%	Fringe Benefits	176,345		132,425	0	0	0	132,425	0	0	0
	120.37%	INDIRECT	318,399		239,099	0	0	0	239,099	0	0	0
	FY2024 CAP Rates	OTHER DIRECT	407,209		321,639	0	0	0	321,639	0	0	0
		Sub-Total	1,166,467		891,797	0	0	0	891,797	0	0	0
	FY24 Unspent Balance		40,841		32,261	0	0	0	32,261	0	0	0
FY24 Funding			204,694		154,919				154,919			
466540	665 (FED)	% OF FUNDING	100		78.9923				100.0000			TRC
FY24 funds	Clean Air Program	Direct Labor	7,993		6,314				6,314			
	66.67%	Fringe Benefits	5,328		4,209				4,209			
	120.37%	INDIRECT	9,621		7,600				7,600			
	FY2024 CAP Rates	Contributed Svs	9,608		n/a							
		OTHER DIRECT	160,002		126,389				126,389			
		Sub-Total	192,552		144,512				144,512			
	FY24 Unspent Balance	5.93%	12,142		10,407				10,407			0
FY24 Funding			219,098		165,823				165,823			
466710	667 (FED)	% OF FUNDING	100		78.9923				100.0000			
FY24 funds	Rideshare	Direct Labor	11,394		9,000				9,000			
	66.67%	Fringe Benefits	7,596		6,000				6,000			
	120.37%	INDIRECT	13,715		10,834				10,834			
	FY2024 CAP Rates	Contributed Svs	10,918		n/a							
		OTHER DIRECT	175,189		138,386				138,386			
		TOTAL	218,813		164,220				164,220			
	FY24 Unspent Balance	0.13%	285		1,603				1,603			

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
	FY24 Funding		98,457		98,457						98,457	0
241060	710 (FED)	% OF FUNDING	100		100.0000						100.0000	0.0000
FY24 funds	604b Water	Direct Labor	34,215		34,215						34,215	0
		66.67% Fringe Benefits	22,811		22,811						22,811	0
		120.37% INDIRECT	41,186		41,186						41,186	0
	FY2024 CAP Rates	OTHER DIRECT	246		246						246	0
		TOTAL	98,457		98,457						98,457	0
	FY24 Unspent Balance	0.00%	0		0						0	0
	FY24 Funding		75,000		75,000						75,000	0
471090	710 (FED)	% OF FUNDING	100		100.0000						100.0000	0.0000
FY24 funds	OH Gen Asmbly Water	Direct Labor	25,978		25,978						25,978	0
		66.67% Fringe Benefits	17,319		17,319						17,319	0
		120.37% INDIRECT	31,270		31,270						31,270	0
	FY2024 CAP Rates	Contributed Svs	0		0						0	0
		OTHER DIRECT	433		433						433	0
		TOTAL	75,000		75,000						75,000	0
	FY24 Unspent Balance	0.00%	(0)		(0)						(0)	0
471010	710 (LOCAL)	% OF FUNDING	100									
FY24 funds	Local Water	Direct Labor	12,900									
		66.67% Fringe Benefits	8,601									
		120.37% INDIRECT	15,529									
	FY2024 CAP Rates	OTHER DIRECT	2,071									
		TOTAL	39,101									
480010	800 (LOCAL)	% OF FUNDING	100									
FY24 funds	Regional Planning	Direct Labor	23,265									
		66.67% Fringe Benefits	15,510									
		120.37% INDIRECT	28,005									
	FY2024 CAP Rates	OTHER DIRECT	3,219									
		TOTAL	69,999									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	FEDERAL OHIO FHWA CMAQ FUNDS	OHIO EPA 604b FUNDS	Toll Crs/ LOCAL OKI COUNTY FUNDS
240001	(LOCAL)	% OF FUNDING	100									
FY24 funds	General & Admin.	Direct Labor	38,927									
	66.67%	Fringe Benefits	25,952									
	120.37%	INDIRECT	46,857									
	FY2024 CAP Rates	OTHER DIRECT	102,790									
		TOTAL	214,525									
FY24	GRAND TOTALS	Direct Labor	2,053,465	10,360	1,565,107	971,248	121,406	76,906	198,634	15,314	60,193	121,406
	66.67%	Dir Labor Fringe Be	1,368,992	6,907	1,043,416	647,505	80,938	51,272	132,425	10,209	40,130	80,938
	120.37%	INDIRECT	2,471,780	12,471	1,883,938	1,169,102	146,138	92,573	239,099	18,434	72,456	146,138
	FY2024 CAP Rates	Contributed Svs	20,527	0	0	0	0	0	0	0	0	0
		OTHER DIRECT	1,859,423	262	1,557,438	770,800	96,350	6,845	321,639	264,775	679	96,350
		TOTAL	7,774,186	30,000	6,049,900	3,558,654	444,832	227,596	891,797	308,732	173,458	444,832

Prepared by
 Final Review by: KLH 2/23/23

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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
360110	601 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH	Short Range	Direct Labor	2,155		377	0	0	0				377
Carryover	66.67%	Fringe Benefits	1,437		251	0	0	0				251
FY24 KY	120.37%	INDIRECT	2,594		454	0	0	0				454
funds	FY2024 CAP Rates	OTHER DIRECT	140		24	0	0	0				24
		TOTAL	6,326		1,106	0	0	0				1,106
FY24 Funding			70,801		14,874	9,133	571	2,766				2,404
460110	601 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24	Short Range	Direct Labor	24,159		5,075	3,116	195	944				820
funds	66.67%	Fringe Benefits	16,106		3,383	2,078	130	629				547
	120.37%	INDIRECT	29,080		6,109	3,751	234	1,136				987
	FY2024 CAP Rates	OTHER DIRECT	236		50	30	2	9				8
		TOTAL	69,581		14,617	8,975	561	2,719				2,363
FY24 Carrying into FY25			1,220		256	157	10	48				41
360210	602 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH	TIP	Direct Labor	6,877		1,203	0	0	0				1,203
Carryover	66.67%	Fringe Benefits	4,585		802	0	0	0				802
FY24 KY	120.37%	INDIRECT	8,278		1,448	0	0	0				1,448
funds	FY2024 CAP Rates	OTHER DIRECT	196		34	0	0	0				34
		TOTAL	19,936		3,486	0	0	0				3,486
FY24 Funding			240,508		50,525	31,023	1,939	9,397				8,166
460210	602 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24	TIP	Direct Labor	82,068		17,241	10,586	662	3,206				2,786
funds	66.67%	Fringe Benefits	54,713		11,494	7,057	441	2,138				1,858
	120.37%	INDIRECT	98,786		20,753	12,743	796	3,860				3,354
	FY2024 CAP Rates	OTHER DIRECT	796		167	103	6	31				27
		TOTAL	236,363		49,654	30,489	1,906	9,235				8,025
FY24 Carrying into FY25			4,145		871	535	33	162				141

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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
360510	605 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	Cont Plan- Surv.	Direct Labor	15,211		2,660	0	0	0				2,660
FY24 KY funds	66.67%	Fringe Benefits	10,141		1,773	0	0	0				1,773
	120.37%	INDIRECT	18,310		3,202	0	0	0				3,202
	FY2024 CAP Rates	OTHER DIRECT	6,450		1,128	0	0	0				1,128
		TOTAL	50,112		8,763	0	0	0				8,763
FY24 Funding			2,296,371		482,415	296,211	18,513	89,721				77,970
460510	605 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	Cont Plan- Surv.	Direct Labor	732,926		153,971	94,541	5,909	28,636				24,885
	66.67%	Fringe Benefits	488,623		102,648	63,028	3,939	19,091				16,590
	120.37%	INDIRECT	882,232		185,337	113,800	7,112	34,469				29,955
	FY2024 CAP Rates	OTHER DIRECT	128,830		27,064	16,618	1,039	5,033				4,374
		TOTAL	2,232,610		469,020	287,986	17,999	87,230				75,805
	FY24 Carrying into FY25	2.78%	63,761		13,395	8,225	514	2,491				2,165
FY24 Funding			30,000	30,000								0
			Local									
460560	605 (FED)	% OF FUNDING	100	100.00	21.0077	61.4017	3.8376	18.5983				16.1624
Local	RAVEN 911	Direct Labor	10,360	10,360	0	0	0	0				0
FY24 funds	66.67%	Fringe Benefits	6,907	6,907	0	0	0	0				0
	120.37%	INDIRECT	12,471	12,471	0	0	0	0				0
	FY2024 CAP Rates	OTHER DIRECT	262	262	0	0	0	0				0
		TOTAL	30,000	30,000	0	0	0	0				0
	FY24 Carrying into FY25	0.00%	(0)	(0)	0	0	0	0				0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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
361010	610 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	Transportation Plan	Direct Labor	21,018		3,676	0	0	0				3,676
	66.67%	Fringe Benefits	14,012		2,450	0	0	0				2,450
FY24 KY funds	120.37%	INDIRECT	25,300		4,424	0	0	0				4,424
	FY2024 CAP Rates	OTHER DIRECT	4		1	0	0	0				1
		TOTAL	60,334		10,551	0	0	0				10,551
FY24 Funding			1,305,015		274,154	168,335	10,521	50,988				44,310
461010	610 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	Transportation Plan	Direct Labor	430,695		90,479	55,556	3,472	16,828				14,624
	66.67%	Fringe Benefits	287,133		60,320	37,038	2,315	11,219				9,749
	120.37%	INDIRECT	518,432		108,911	66,873	4,180	20,256				17,603
	FY2024 CAP Rates	OTHER DIRECT	30,552		6,418	3,941	246	1,194				1,037
		TOTAL	1,266,812		266,128	163,407	10,213	49,495				43,013
FY24 Carrying into FY25			2.93%	38,203	8,026	4,928	308	1,493				1,297
361020	610 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	LR Freight Conf	Direct Labor	7,909		1,383	0	0	0				1,383
	66.67%	Fringe Benefits	5,273		922	0	0	0				922
FY24 KY funds	120.37%	INDIRECT	9,521		1,665	0	0	0				1,665
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
	Rates	TOTAL	22,703		3,970	0	0	0				3,970
FY24 Funding			62,855		13,204	8,108	507	2,456				2,134
461020	610 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	LR Freight Conf	Direct Labor	21,898		4,600	2,825	177	856				744
	66.67%	Fringe Benefits	14,599		3,067	1,883	118	570				496
	120.37%	INDIRECT	26,359		5,537	3,400	213	1,030				895
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
	Rates	TOTAL	62,855		13,204	8,108	507	2,456				2,134
FY24 Carrying into FY25			0.00%	(0)	(0)	(0)	(0)	(0)				(0)

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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
362520	625 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH	Services	Direct Labor	10,395		1,818	0	0	0				1,818
Carryover	66.67%	Fringe Benefits	6,930		1,212	0	0	0				1,212
FY24 KY	120.37%	INDIRECT	12,512		2,188	0	0	0				2,188
funds	FY2024 CAP Rates	OTHER DIRECT	1,690		296	0	0	0				296
		TOTAL	31,527		5,513	0	0	0				5,513
FY24 Funding			352,879		74,132	45,518	2,845	13,787				11,981
462520	625 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24	Services	Direct Labor	119,491		25,102	15,413	963	4,669				4,057
funds	66.67%	Fringe Benefits	79,662		16,735	10,276	642	3,112				2,705
	120.37%	INDIRECT	143,833		30,216	18,553	1,160	5,620				4,884
	FY2024 CAP Rates	OTHER DIRECT	3,813		801	492	31	149				129
		TOTAL	346,798		72,854	44,734	2,796	13,550				11,775
	FY24 Carrying into FY25	1.72%	6,081		1,277	784	49	238				206
366510	665 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
	Regional Freight Plan Update	Direct Labor	1,396		244	0	0	0				244
FY23 OH		Fringe Benefits	930		163	0	0	0				163
Carryover	66.67%											
FY24 KY	120.37%	INDIRECT	1,680		294	0	0	0				294
funds	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
		TOTAL	4,007		701	0	0	0				701
FY24 Funding			17,720		3,723	2,286	143	692				602
466510	665 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
	Regional Freight Plan Update	Direct Labor	6,173		1,297	796	50	241				210
FY24		Fringe Benefits	4,115		864	531	33	161				140
funds	66.67%											
	120.37%	INDIRECT	7,430		1,561	958	60	290				252
	FY2024 CAP Rates	OTHER DIRECT	2		0	0	0	0				0
		TOTAL	17,720		3,723	2,286	143	692				602
	FY24 Unspent Balance	0.00%	(0)		(0)	(0)	(0)	(0)				(0)

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding			24,208		24,208	14,864	929	4,502				3,913
468630	686 (FED)	% OF FUNDING	100		100.0000	61.4017	3.8376	18.5983				16.1624
FY24 KY funds	KY Excl Trans Plan	Direct Labor	5,475		5,475	3,362	210	1,018				885
	66.67%	Fringe Benefits	3,650		3,650	2,241	140	679				590
	120.37%	INDIRECT	6,590		6,590	4,047	253	1,226				1,065
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
		TOTAL	15,715		15,715	9,650	603	2,923				2,540
	FY24 Unspent Balance	35.08%	8,493		8,493	5,215	326	1,579				1,373
FY24 Funding			75,590		0							
368420	684 (FED)	% OF FUNDING	100		0.0000							
FY24 KY funds	OH Excl FC	Direct Labor	0		0							
	66.67%	Fringe Benefits	0		0							
	120.37%	INDIRECT	0		0							
	FY2024 CAP Rates	OTHER DIRECT	75,590		0							
		TOTAL	75,590		0							
	FY24 Unspent Balance	0.00%	0		0							
FY24 Funding			803,844		0							
468430	684 (FED)	% OF FUNDING	100		0.0000							
FY24 KY funds	OH Excl Trans Plan	Direct Labor	18,393		0							
	66.67%	Fringe Benefits	12,262		0							
	120.37%	INDIRECT	22,139		0							
	FY2024 CAP Rates	OTHER DIRECT	751,050		0							
		TOTAL	803,844		0							
	FY24 Unspent Balance	0.00%	0		0							
369510	695 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	UPWP Admin.	Direct Labor	1,106		193	0	0	0				193
	66.67%	Fringe Benefits	737		129	0	0	0				129
	120.37%	INDIRECT	1,331		233	0	0	0				233
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
		TOTAL	3,174		555	0	0	0				555

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding			35,527		7,463	4,583	286	1,388				1,206
469510	695 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	UPWP Admin.	Direct Labor	12,162		2,555	1,569	98	475				413
	66.67%	Fringe Benefits	8,108		1,703	1,046	65	317				275
	120.37%	INDIRECT	14,640		3,075	1,888	118	572				497
	FY2024 CAP Rates	OTHER DIRECT	5		1	1	0	0				0
		TOTAL	34,915		7,335	4,504	281	1,364				1,185
	FY24 Carrying into FY25	1.72%	612		128	79	5	24				21
<hr/>												
369710	697 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	Trans Prgrm Reptg	Direct Labor	859		150	0	0	0				150
	66.67%	Fringe Benefits	572		100	0	0	0				100
	120.37%	INDIRECT	1,034		181	0	0	0				181
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
		TOTAL	2,465		431	0	0	0				431
FY24 Funding			27,588		5,796	3,559	222	1,078				937
469710	697 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	Trans Prgrm Reptg	Direct Labor	9,439		1,983	1,217	76	369				320
	66.67%	Fringe Benefits	6,292		1,322	812	51	246				214
	120.37%	INDIRECT	11,361		2,387	1,466	92	444				386
	FY2024 CAP Rates	OTHER DIRECT	21		4	3	0	1				1
		TOTAL	27,113		5,696	3,497	219	1,059				921
	FY24 Carrying into FY25	1.72%	475		100	61	4	19				16
<hr/>												
372010	720 (FED)	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	Mobile Srce Emissions	Direct Labor	397		69	0	0	0				69
	66.67%	Fringe Benefits	265		46	0	0	0				46
	120.37%	INDIRECT	478		84	0	0	0				84
	FY2024 CAP Rates	OTHER DIRECT	0		0	0	0	0				0
		TOTAL	1,139		199	0	0	0				199

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding		12,755		2,680	1,645	103	498				433
472010	720 (FED)	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	Mobile Srce Emissions	Direct Labor	4,317		907	557	35	169				147
	66.67%	Fringe Benefits	2,878		605	371	23	112				98
	120.37%	INDIRECT	5,196		1,092	670	42	203				176
	FY2024 CAP Rates	OTHER DIRECT	144		30	19	1	6				5
		TOTAL	12,535		2,633	1,617	101	490				426
	FY24 Carrying into FY25	1.73%	220		46	28	2	9				7
	FY22 funds carried into FY24		228,521									
267430	674 (FED)	% OF FUNDING	100		0.0000							
FY22 funds	FTA 5310 Transit	Direct Labor	76,906									
	66.67%	Fringe Benefits	51,272									
	120.37%	INDIRECT	92,573									
	FY2024 CAP Rates	OTHER DIRECT	6,845									
		TOTAL	227,596									
	FY24 Carrying into FY25	0.40%	925									
	FY24 Funding		37,500									
468510	685 (FED)	% OF FUNDING	100		0.0000							
FY24 funds	INDOT PL	Direct Labor	12,494									
	66.67%	Fringe Benefits	8,330									
	120.37%	INDIRECT	15,039									
	FY2024 CAP Rates	OTHER DIRECT	1,637									
		TOTAL	37,500									
	FY24 Unspent Balance	0.00%	0									
	Carryover Sub-Total	% OF FUNDING	100		17.4877	0.0000	0.0000	0.0000				100.0000
FY23 OH Carryover	CPG (PL/FTA)	Direct Labor	144,230	0	11,773	0	0	0	0	0	0	11,773
	66.67%	Fringe Benefits	96,153	0	7,849	0	0	0	0	0	0	7,849
FY24 KY funds	120.37%	INDIRECT	173,610	0	14,171	0	0	0	0	0	0	14,171
	FY2024 CAP Rates	OTHER DIRECT	90,915	0	1,483	0	0	0	0	0	0	1,483
		TOTAL	504,908	0	35,276	0	0	0	0	0	0	35,276

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 Funding Sub-Total	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
FY24 funds	CPG (PL/FTA)	Direct Labor	1,490,049	10,360	308,685	189,538	11,846	57,410	0	0	0	49,891
	66.67%	Fringe Benefits	993,377	6,907	205,792	126,360	7,897	38,274	0	0	0	33,261
	120.37%	INDIRECT	1,793,589	12,471	371,567	228,149	14,259	69,105	0	0	0	60,054
	FY2024 CAP Rates	OTHER DIRECT	917,348	262	34,536	21,206	1,325	6,423	0	0	0	5,582
		TOTAL	5,194,363	30,000	920,581	565,252	35,328	171,212	0	0	0	148,788
	Carrying into FY25 Sub-Total		124,133	(0)	32,592	20,012	1,251	6,062	0	0	0	5,268
					17.4877	0.0000	0.0000	0.0000			100.0000	
	Grand Total	% OF FUNDING	100		21.0077	61.4017	3.8376	18.5983				16.1624
	CPG (PL/FTA)	Direct Labor	1,634,278	10,360	320,458	189,538	11,846	57,410	0	0	0	61,664
	66.67%	Fringe Benefits	1,089,530	6,907	213,641	126,360	7,897	38,274	0	0	0	41,110
	120.37%	INDIRECT	1,967,199	12,471	385,739	228,149	14,259	69,105	0	0	0	74,226
	FY2024 CAP Rates	OTHER DIRECT	1,008,263	262	36,019	21,206	1,325	6,423	0	0	0	7,065
		TOTAL	5,699,270	30,000	955,857	565,252	35,328	171,212	0	0	0	184,064

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding			37,500									
468520	685 (FED)	% OF FUNDING	100		0.0000							
FY24 funds	INDOT STP	Direct Labor	13,054									
	66.67%	Fringe Benefits	8,702									
	120.37%	INDIRECT	15,713									
	FY2024 CAP Rates	OTHER DIRECT	31									
		TOTAL	37,500									
	FY24 Unspent Balance	0.00%	(0)									
FY24 Funding			714,024		150,000				120,000			30,000
461040	610 (FED)	% OF FUNDING	100		21.0077				80.0000			20.0000
FY24 funds	Land Use	Direct Labor	234,216		49,203				39,363			9,841
	66.67%	Fringe Benefits	156,146		32,803				26,242			6,561
	120.37%	INDIRECT	281,929		59,227				47,382			11,845
	FY2024 CAP Rates	OTHER DIRECT	18,356		3,856				3,085			771
		TOAL	690,648		145,089				116,071			29,018
	FY24 Unspent Balance	3.27%	23,376		4,911				3,929			982
FY24 Funding			67,237		14,125				11,300		2,825	
461050	610 (FED)	% OF FUNDING	100		21.0077				80.0000			20.0000
FY24 funds	Fiscal Impact Anlys	Direct Labor	17,244		3,623				2,898		725	
	66.67%	Fringe Benefits	11,496		2,415				1,932		483	
	120.37%	INDIRECT	20,757		4,361				3,488		872	
	FY2024 CAP Rates	OTHER DIRECT	275		58				46		12	
		TOTAL	49,772		10,456				8,365		2,091	
	FY24 Unspent Balance	25.98%	17,465		3,669				2,935		734	

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 Funding		8,329		1,750				1,400		350	
466530	665 (FED)	% OF FUNDING	100		21.0077				80.0000		20.0000	
FY24 KY funds	RFP Comm Consultant	Direct Labor	0		0				0		0	
		66.67% Fringe Benefits	0		0				0		0	
		120.37% INDIRECT	0		0				0		0	
	FY2024 CAP Rates	OTHER DIRECT	8,329		1,750				1,400		350	
		TOTAL	8,329		1,750				1,400		350	
	FY24 Unspent Balance	0.00%	0		0				0		0	
	FY24 Funding		380,218		79,875				63,900		15,975	
466570	665 (FED)	% OF FUNDING	100		21.0077				80.0000		20.0000	
FY24 KY funds	RFP Comm Consultant	Direct Labor	0		0				0		0	
		66.67% Fringe Benefits	0		0				0		0	
		120.37% INDIRECT	0		0				0		0	
	FY2024 CAP Rates	OTHER DIRECT	380,218		79,875				63,900		15,975	
		TOTAL	380,218		79,875				63,900		15,975	
	FY24 Unspent Balance	0.00%	0		0				0		0	

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding Sub-Total			100		21.0077				80.0000		20.0000	20.0000
FY24 funds	STP/SNK	Direct Labor	264,514		52,826	0	0	0	42,261	0	725	9,841
	66.67%	Fringe Benefits	176,345		35,218	0	0	0	28,174	0	483	6,561
	120.37%	INDIRECT	318,399		63,587	0	0	0	50,870	0	872	11,845
	FY2024 CAP Rates	OTHER DIRECT	407,209		85,539	0	0	0	68,431	0	16,337	771
		Sub-Total	1,166,467		237,170	0	0	0	189,736	0	18,416	29,018
	FY24 Unspent Balance		40,841		8,580	0	0	0	6,864	0	734	982
FY24 Funding			204,694		49,775				39,820	9,955		
466540	665 (FED)	% OF FUNDING	100		21.0077				80.0000	20.0000		0.0000
FY24 funds	Clean Air Program	Direct Labor	7,993		1,679				1,679			
	66.67%	Fringe Benefits	5,328		1,119				1,119			
	120.37%	INDIRECT	9,621		2,021				2,021			
	FY2024 CAP Rates	Contributed Svs	9,608		9,608					9,608		
		OTHER DIRECT	160,002		33,613				33,613			
		Sub-Total	192,552		48,040				38,432	9,608		0
	FY24 Unspent Balance	5.93%	12,142		1,735				1,388	347		0
FY24 Funding			219,098		53,275				42,620	10,655		
466710	667 (FED)	% OF FUNDING	100		21.0077				80.0000	20.0000		0.0000
FY24 funds	Rideshare	Direct Labor	11,394		2,394				2,394			
	66.67%	Fringe Benefits	7,596		1,596				1,596			
	120.37%	INDIRECT	13,715		2,881				2,881			
	FY2024 CAP Rates	Contributed Svs	10,918		10,918					10,918		
		OTHER DIRECT	175,189		36,803				36,803			
		TOTAL	218,813		54,592				43,674	10,918		0
	FY24 Unspent Balance	0.13%	285		(1,317)				(1,054)	(263)		0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 Funding		98,457									
241060	710 (FED)	% OF FUNDING	100		0.0000							
FY24 funds	604b Water	Direct Labor	34,215									
		66.67% Fringe Benefits	22,811									
		120.37% INDIRECT	41,186									
	FY2024 CAP Rates	OTHER DIRECT	246									
		TOTAL	98,457									
	FY24 Unspent Balance	0.00%	0									
	FY24 Funding		75,000									
471090	710 (FED)	% OF FUNDING	100		0.0000							
FY24 funds	OH Gen Asmbly Water	Direct Labor	25,978									
		66.67% Fringe Benefits	17,319									
		120.37% INDIRECT	31,270									
	FY2024 CAP Rates	Contributed Svs	0									
		OTHER DIRECT	433									
		TOTAL	75,000									
	FY24 Unspent Balance	0.00%	(0)									
471010	710 (LOCAL)	% OF FUNDING	100									
FY24 funds	Local Water	Direct Labor	12,900									
		66.67% Fringe Benefits	8,601									
		120.37% INDIRECT	15,529									
	FY2024 CAP Rates	OTHER DIRECT	2,071									
		TOTAL	39,101									
480010	800 (LOCAL)	% OF FUNDING	100									
FY24 funds	Regional Planning	Direct Labor	23,265									
		66.67% Fringe Benefits	15,510									
		120.37% INDIRECT	28,005									
	FY2024 CAP Rates	OTHER DIRECT	3,219									
		TOTAL	69,999									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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
240001	(LOCAL)	% OF FUNDING	100									
FY24 funds	General & Admin.	Direct Labor	38,927									
	66.67%	Fringe Benefits	25,952									
	120.37%	INDIRECT	46,857									
	FY2024 CAP Rates	OTHER DIRECT	102,790									
		TOTAL	214,525									
FY24	GRAND TOTALS	% OF FUNDING	100		0.0000							
		Direct Labor	2,053,465	10,360	377,357	189,538	11,846	57,410	46,333	0	725	71,505
	66.67%	Dir Labor Fringe Be	1,368,992	6,907	251,574	126,360	7,897	38,274	30,889	0	483	47,670
	120.37%	INDIRECT	2,471,780	12,471	454,229	228,149	14,259	69,105	55,772	0	872	86,071
	FY2024 CAP Rates	Contributed Svs	20,527	0	20,527	0	0	0	0	20,527	0	0
		OTHER DIRECT	1,859,423	262	191,974	21,206	1,325	6,423	138,847	0	16,337	7,836
		TOTAL	7,774,186	30,000	1,295,660	565,252	35,328	171,212	271,842	20,527	18,416	213,082

Prepared by
 Final Review by: KLH 2/23/23

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
360110	601 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	Short Range	Direct Labor	2,155									
FY24 KY funds	66.67%	Fringe Benefits	1,437									
	120.37%	INDIRECT	2,594									
	FY2024 CAP Rates	OTHER DIRECT	140									
		TOTAL	6,326									
FY24 Funding			70,801									
460110	601 (FED)	% OF FUNDING	100									
FY24 funds	Short Range	Direct Labor	24,159									
	66.67%	Fringe Benefits	16,106									
	120.37%	INDIRECT	29,080									
	FY2024 CAP Rates	OTHER DIRECT	236									
		TOTAL	69,581									
	FY24 Carrying into FY25	1.72%	1,220									
360210	602 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	TIP	Direct Labor	6,877									
FY24 KY funds	66.67%	Fringe Benefits	4,585									
	120.37%	INDIRECT	8,278									
	FY2024 CAP Rates	OTHER DIRECT	196									
		TOTAL	19,936									
FY24 Funding			240,508									
460210	602 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	TIP	Direct Labor	82,068									
	66.67%	Fringe Benefits	54,713									
	120.37%	INDIRECT	98,786									
	FY2024 CAP Rates	OTHER DIRECT	796									
		TOTAL	236,363									
	FY24 Carrying into FY25	1.72%	4,145									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
360510	605 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	Cont Plan- Surv.	Direct Labor	15,211									
FY24 KY funds	66.67%	Fringe Benefits	10,141									
	120.37%	INDIRECT	18,310									
	FY2024 CAP Rates	OTHER DIRECT	6,450									
		TOTAL	50,112									
FY24 Funding			2,296,371									
460510	605 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Cont Plan- Surv.	Direct Labor	732,926									
	66.67%	Fringe Benefits	488,623									
	120.37%	INDIRECT	882,232									
	FY2024 CAP Rates	OTHER DIRECT	128,830									
		TOTAL	2,232,610									
	FY24 Carrying into FY25	2.78%	63,761									
FY24 Funding			30,000	30,000								
460560	605 (FED)	% OF FUNDING	100	100.00	0.0000							0.0000
Local	RAVEN 911	Direct Labor	10,360	10,360								
FY24 funds	66.67%	Fringe Benefits	6,907	6,907								
	120.37%	INDIRECT	12,471	12,471								
	FY2024 CAP Rates	OTHER DIRECT	262	262								
		TOTAL	30,000	30,000								
	FY24 Carrying into FY25	0.00%	(0)	(0)								

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
361010	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	Transportation Plan	Direct Labor	21,018									
	66.67%	Fringe Benefits	14,012									
FY24 KY funds	120.37%	INDIRECT	25,300									
	FY2024 CAP Rates	OTHER DIRECT	4									
		TOTAL	60,334									
FY24 Funding			1,305,015									
461010	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Transportation Plan	Direct Labor	430,695									
	66.67%	Fringe Benefits	287,133									
	120.37%	INDIRECT	518,432									
	FY2024 CAP Rates	OTHER DIRECT	30,552									
		TOTAL	1,266,812									
	FY24 Carrying into FY25	2.93%	38,203									
361020	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	LR Freight Conf	Direct Labor	7,909									
	66.67%	Fringe Benefits	5,273									
FY24 KY funds	120.37%	INDIRECT	9,521									
	FY2024 CAP Rates	OTHER DIRECT	0									
	Rates	TOTAL	22,703									
FY24 Funding			62,855									
461020	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	LR Freight Conf	Direct Labor	21,898									
	66.67%	Fringe Benefits	14,599									
	120.37%	INDIRECT	26,359									
	FY2024 CAP Rates	OTHER DIRECT	0									
	Rates	TOTAL	62,855									
	FY24 Carrying into FY25	0.00%	(0)									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
362520	625 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH	Services	Direct Labor	10,395									
Carryover	66.67%	Fringe Benefits	6,930									
FY24 KY	120.37%	INDIRECT	12,512									
funds	FY2024 CAP Rates	OTHER DIRECT	1,690									
		TOTAL	31,527									
FY24 Funding			352,879									
462520	625 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24	Services	Direct Labor	119,491									
funds	66.67%	Fringe Benefits	79,662									
	120.37%	INDIRECT	143,833									
	FY2024 CAP Rates	OTHER DIRECT	3,813									
		TOTAL	346,798									
	FY24 Carrying into FY25	1.72%	6,081									
366510	665 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH	Regional Freight Plan Update	Direct Labor	1,396									
Carryover	66.67%	Fringe Benefits	930									
FY24 KY	120.37%	INDIRECT	1,680									
funds	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	4,007									
FY24 Funding			17,720									
466510	665 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24	Regional Freight Plan Update	Direct Labor	6,173									
funds	66.67%	Fringe Benefits	4,115									
	120.37%	INDIRECT	7,430									
	FY2024 CAP Rates	OTHER DIRECT	2									
		TOTAL	17,720									
	FY24 Unspent Balance	0.00%	(0)									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding			24,208									
468630	686 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 KY funds	KY Excl Trans Plan	Direct Labor	5,475									
	66.67%	Fringe Benefits	3,650									
	120.37%	INDIRECT	6,590									
	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	15,715									
	FY24 Unspent Balance	35.08%	8,493									
FY24 Funding			75,590									
368420	684 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 KY funds	OH Excl FC	Direct Labor	0									
	66.67%	Fringe Benefits	0									
	120.37%	INDIRECT	0									
	FY2024 CAP Rates	OTHER DIRECT	75,590									
		TOTAL	75,590									
	FY24 Unspent Balance	0.00%	0									
FY24 Funding			803,844									
468430	684 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 KY funds	OH Excl Trans Plan	Direct Labor	18,393									
	66.67%	Fringe Benefits	12,262									
	120.37%	INDIRECT	22,139									
	FY2024 CAP Rates	OTHER DIRECT	751,050									
		TOTAL	803,844									
	FY24 Unspent Balance	0.00%	0									
FY24 Funding			3,174									
369510	695 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	UPWP Admin.	Direct Labor	1,106									
	66.67%	Fringe Benefits	737									
	120.37%	INDIRECT	1,331									
	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	3,174									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding			35,527									
469510	695 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	UPWP Admin.	Direct Labor	12,162									
	66.67%	Fringe Benefits	8,108									
	120.37%	INDIRECT	14,640									
	FY2024 CAP Rates	OTHER DIRECT	5									
		TOTAL	34,915									
	FY24 Carrying into FY25	1.72%	612									
<hr/>												
369710	697 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	Trans Prgrm Reptg	Direct Labor	859									
	66.67%	Fringe Benefits	572									
	120.37%	INDIRECT	1,034									
	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	2,465									
FY24 Funding			27,588									
469710	697 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Trans Prgrm Reptg	Direct Labor	9,439									
	66.67%	Fringe Benefits	6,292									
	120.37%	INDIRECT	11,361									
	FY2024 CAP Rates	OTHER DIRECT	21									
		TOTAL	27,113									
	FY24 Carrying into FY25	1.72%	475									
<hr/>												
372010	720 (FED)	% OF FUNDING	100		0.0000							0.0000
FY23 OH Carryover	Mobile Srce Emissions	Direct Labor	397									
	66.67%	Fringe Benefits	265									
	120.37%	INDIRECT	478									
	FY2024 CAP Rates	OTHER DIRECT	0									
		TOTAL	1,139									

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 FUNDS	FEDERAL INDOT FHWA STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding			12,755									
472010	720 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Mobile Srce Emissions	Direct Labor	4,317									
	66.67%	Fringe Benefits	2,878									
	120.37%	INDIRECT	5,196									
	FY2024 CAP Rates	OTHER DIRECT	144									
		TOTAL	12,535									
	FY24 Carrying into FY25	1.73%	220									
FY22 funds carried into FY24			228,521									
267430	674 (FED)	% OF FUNDING	100		0.0000							0.0000
FY22 funds	FTA 5310 Transit	Direct Labor	76,906									
	66.67%	Fringe Benefits	51,272									
	120.37%	INDIRECT	92,573									
	FY2024 CAP Rates	OTHER DIRECT	6,845									
		TOTAL	227,596									
	FY24 Carrying into FY25	0.40%	925									
FY24 Funding			37,500		37,500	30,000			7,500			
468510	685 (FED)	% OF FUNDING	100		100.0000	80.0000			20.0000			100.0000
FY24 funds	INDOT PL	Direct Labor	12,494		12,494	9,995			2,499			0
	66.67%	Fringe Benefits	8,330		8,330	6,664			1,666			0
	120.37%	INDIRECT	15,039		15,039	12,031			3,008			0
	FY2024 CAP Rates	OTHER DIRECT	1,637		1,637	1,310			327			0
		TOTAL	37,500		37,500	30,000			7,500			0
	FY24 Unspent Balance	0.00%	0		0	0			0			
Carryover Sub-Total			100		0.0000							0.0000
FY23 OH Carryover	CPG (PL/FTA)	Direct Labor	144,230	0	0	0	0	0	0			0
	66.67%	Fringe Benefits	96,153	0	0	0	0	0	0			0
FY24 KY funds	120.37%	INDIRECT	173,610	0	0	0	0	0	0			0
	FY2024 CAP Rates	OTHER DIRECT	90,915	0	0	0	0	0	0			0
		TOTAL	504,908	0	0	0	0	0	0			0

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
	FY24 Funding Sub-Total	% OF FUNDING	100		100.0000	80.0000			20.0000			0.0000
FY24 funds	CPG (PL/FTA)	Direct Labor	1,490,049	10,360	12,494	9,995	0	0	2,499			0
	66.67%	Fringe Benefits	993,377	6,907	8,330	6,664	0	0	1,666			0
	120.37%	INDIRECT	1,793,589	12,471	15,039	12,031	0	0	3,008			0
	FY2024 CAP Rates	OTHER DIRECT	917,348	262	1,637	1,310	0	0	327			0
		TOTAL	5,194,363	30,000	37,500	30,000	0	0	7,500			0
	Carrying into FY25 Sub-Total		124,133	(0)	0	0	0	0	0			0

	Grand Total	% OF FUNDING	100		100.0000	80.0000			20.0000			0.0000
	CPG (PL/FTA)	Direct Labor	1,634,278	10,360	12,494	9,995	0	0	2,499			0
	66.67%	Fringe Benefits	1,089,530	6,907	8,330	6,664	0	0	1,666			0
	120.37%	INDIRECT	1,967,199	12,471	15,039	12,031	0	0	3,008			0
	FY2024 CAP Rates	OTHER DIRECT	1,008,263	262	1,637	1,310	0	0	327			0
		TOTAL	5,699,270	30,000	37,500	30,000	0	0	7,500			0

Ohio-Kentucky-Indiana Regional Council of Governments
FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding			37,500		37,500		30,000	0	7,500			
468520	685 (FED)	% OF FUNDING	100		100.0000		80.0000	0.0000	20.0000			100.0000
FY24 funds	INDOT STP	Direct Labor	13,054		13,054		10,443	0	2,611			0
	66.67%	Fringe Benefits	8,702		8,702		6,962	0	1,740			0
	120.37%	INDIRECT	15,713		15,713		12,570	0	3,143			0
	FY2024 CAP Rates	OTHER DIRECT	31		31		25	0	6			0
		TOTAL	37,500		37,500		30,000	0	7,500			0
	FY24 Unspent Balance	0.00%	(0)		(0)		(0)	0	(0)			
FY24 Funding			714,024									
461040	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Land Use	Direct Labor	234,216									
	66.67%	Fringe Benefits	156,146									
	120.37%	INDIRECT	281,929									
	FY2024 CAP Rates	OTHER DIRECT	18,356									
		TOAL	690,648									
	FY24 Unspent Balance	3.27%	23,376									
FY24 Funding			67,237									
461050	610 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Fiscal Impact Anlys	Direct Labor	17,244									
	66.67%	Fringe Benefits	11,496									
	120.37%	INDIRECT	20,757									
	FY2024 CAP Rates	OTHER DIRECT	275									
		TOTAL	49,772									
	FY24 Unspent Balance	25.98%	17,465									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding			8,329									
466530	665 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 KY funds	RFP Comm Consultant	Direct Labor	0									
	66.67%	Fringe Benefits	0									
	120.37%	INDIRECT	0									
	FY2024 CAP Rates	OTHER DIRECT	8,329									
		TOTAL	8,329									
	FY24 Unspent Balance	0.00%	0									
FY24 Funding			380,218									
466570	665 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 KY funds	RFP Comm Consultant	Direct Labor	0									
	66.67%	Fringe Benefits	0									
	120.37%	INDIRECT	0									
	FY2024 CAP Rates	OTHER DIRECT	380,218									
		TOTAL	380,218									
	FY24 Unspent Balance	0.00%	0									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
FY24 Funding Sub-Total			100		100.0000		80.0000	20.0000	20.0000			0.0000
FY24 funds	STP/SNK	Direct Labor	264,514		13,054	0	10,443	0	2,611			0
	66.67%	Fringe Benefits	176,345		8,702	0	6,962	0	1,740			0
	120.37%	INDIRECT	318,399		15,713	0	12,570	0	3,143			0
	FY2024 CAP Rates	OTHER DIRECT	407,209		31	0	25	0	6			0
		Sub-Total	1,166,467		37,500	0	30,000	0	7,500			0
	FY24 Unspent Balance		40,841		(0)	0	(0)	0	(0)			0
FY24 Funding			204,694									
466540	665 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Clean Air Program	Direct Labor	7,993									
	66.67%	Fringe Benefits	5,328									
	120.37%	INDIRECT	9,621									
	FY2024 CAP Rates	Contributed Svs	9,608									
		OTHER DIRECT	160,002									
		Sub-Total	192,552									
	FY24 Unspent Balance	5.93%	12,142									
FY24 Funding			219,098									
466710	667 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	Rideshare	Direct Labor	11,394									
	66.67%	Fringe Benefits	7,596									
	120.37%	INDIRECT	13,715									
	FY2024 CAP Rates	Contributed Svs	10,918									
		OTHER DIRECT	175,189									
		TOTAL	218,813									
	FY24 Unspent Balance	0.13%	285									

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL Partner Match	LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
	FY24 Funding		98,457									
241060	710 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	604b Water	Direct Labor	34,215									
		66.67% Fringe Benefits	22,811									
		120.37% INDIRECT	41,186									
	FY2024 CAP Rates	OTHER DIRECT	246									
		TOTAL	98,457									
	FY24 Unspent Balance	0.00%	0									
	FY24 Funding		75,000									
471090	710 (FED)	% OF FUNDING	100		0.0000							0.0000
FY24 funds	OH Gen Asmbly Water	Direct Labor	25,978									
		66.67% Fringe Benefits	17,319									
		120.37% INDIRECT	31,270									
	FY2024 CAP Rates	Contributed Svs	0									
		OTHER DIRECT	433									
		TOTAL	75,000									
	FY24 Unspent Balance	0.00%	(0)									
471010	710 (LOCAL)	% OF FUNDING	100									100.0000
FY24 funds	Local Water	Direct Labor	12,900									12,900
		66.67% Fringe Benefits	8,601									8,601
		120.37% INDIRECT	15,529									15,529
	FY2024 CAP Rates	OTHER DIRECT	2,071									2,071
		TOTAL	39,101									39,101
480010	800 (LOCAL)	% OF FUNDING	100									100.0000
FY24 funds	Regional Planning	Direct Labor	23,265									23,265
		66.67% Fringe Benefits	15,510									15,510
		120.37% INDIRECT	28,005									28,005
	FY2024 CAP Rates	OTHER DIRECT	3,219									3,219
		TOTAL	69,999									69,999

Ohio-Kentucky-Indiana Regional Council of Governments
 FY2024 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 STP FUNDS	LOCAL LOCAL OKI COUNTY FUNDS	SPECIAL PROJECTS	DUKE Local	LOCAL OKI COUNTY FUNDS
240001	(LOCAL)	% OF FUNDING	100								100.0000
FY24 funds	General & Admin.	Direct Labor	38,927								38,927
	66.67%	Fringe Benefits	25,952								25,952
	120.37%	INDIRECT	46,857								46,857
	FY2024 CAP Rates	OTHER DIRECT	102,790								102,790
		TOTAL	214,525								214,525
FY24	GRAND TOTALS	% OF FUNDING	100		0.0000						0.0000
		Direct Labor	2,053,465	10,360	25,548	9,995	10,443	0	5,110	0	75,093
	66.67%	Dir Labor Fringe Be	1,368,992	6,907	17,032	6,664	6,962	0	3,406	0	50,063
	120.37%	INDIRECT	2,471,780	12,471	30,752	12,031	12,570	0	6,150	0	90,390
	FY2024 CAP Rates	Contributed Svs	20,527	0	0	0	0	0	0	0	0
		OTHER DIRECT	1,859,423	262	1,668	1,310	25	0	334	0	108,080
		TOTAL	7,774,186	30,000	75,000	30,000	30,000	0	15,000	0	323,626
											996,540

Prepared by
 Final Review by: KLH 2/23/23

APPENDIX C

TITLE VI



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.

Florence Parker, Public Involvement Specialist, fparker@oki.org, 513-619-7686 Direct Line

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

The link to OKI's Title VI Program Plan is <https://www.oki.org/plans-and-programs/title-vi-non-discrimination/>.

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

OKI's Title VI policy can be found at [.https://www.oki.org/plans-and-programs/title-vi-non-discrimination/](https://www.oki.org/plans-and-programs/title-vi-non-discrimination/).

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

The link to OKI's written Title VI complaint procedures is <https://www.oki.org/plans-and-programs/title-vi-non-discrimination/>.

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

The link to OKI's Title VI complaint form is <https://www.oki.org/plans-and-programs/title-vi-non-discrimination/>.

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 the homepage of www.oki.org and signage is displayed in the lobby of the OKI office in both English and Spanish.

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.

In the past three years OKI has not been named in any Title VI or any other discrimination complaint or lawsuit.

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)

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?

The link to the Public Participation Plan is <https://www.oki.org/plans-and-programs/participation-plan/> and the Plan was most recently updated February 2022.

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 including You Tube
 - Interactive Open Houses
 - Dedicated page on www.oki.org
 - Local, Regional, State and Federal Agencies
 - Press Releases sent to major regional media outlets and minority oriented newspapers
 - Publication of Virtual Public Meetings, Legal Ads and Classified Ads in major regional newspapers and local newspapers oriented to the African American and Hispanic communities

14. Do you coordinate with local community groups to facilitate outreach to minorities and low-income populations? If so, please list groups.

- OKI Environmental Justice Advisory Committee
- Tristate Transportation Equitable Opportunity Team
- Area African American and Hispanic Chambers of Commerce
- Cincinnati Accessibility Board of Advisors

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 community with 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.

In the past year OKI has not received requests for special assistance such as interpretation or translation services. However, if such requests should be received OKI has an established working relationship with the local Affordable Language Services (can provide translations in over 200 languages), La Mega Media (the largest Hispanic media platform in Ohio for the Hispanic market via radio, print, digital and events), Cincinnati Association for the Blind and Visually Impaired, Clovernook Center for the Blind and Visually Impaired, and the Cincinnati Accessibility Board of Advisors.

Limited English Proficiency (LEP) and Language Assistance

17. Are you familiar with the LEP four-factor analysis methodology? **Yes.**
18. Are you familiar with the LEP language assistance Safe Harbor threshold? **Yes.**
19. Does your organization have an LEP Plan and/or a Language Assistance Plan (LAP)? If so, please provide the website link or attach a copy.

The website link to OKI's LEP Plan and/or a Language Assistance Plan (LAP) is <https://www.oki.org/plans-and-programs/participation-plan/>

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.

Since OKI's last submission/completion of this Questionnaire the Title VI Complaint Procedure, 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 are appropriately placed in OKI's Title VI

Program Plan in both English and Spanish.

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

OKI has a list of (8) staff members, (7) of whom speak a second language and an eighth staff member who is learning a second language.

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?

At the time of this submission, OKI has not ever received a request 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? **Title VI trainings are conducted annually.**

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

The last Title VI training was conducted November 18, 2021 at an All Staff Meeting and 28 of the 29 staff members participated. The next training will be conducted in the Spring 2023.

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 environmental justice analyses of the impacts that planned transportation system investments will have on both minority (including low-income status populations) and non-minority areas? 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. OKI is a transportation planning organization that conducts research to identify current needs and project future transportation needs for the residents living in its eight-county region. The FTA financial assistance for which OKI is the Designated Recipient includes the 5310 Program.

31. Does your organization track demographic information of participants in its transportation planning program 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. Staff analysis of the participants attending our public involvement events is based primarily on observation and that observation is now challenged by the fact that civic engagement has gone virtual. Virtual Public Involvement (VPI) continues to gain traction and is now the accepted norm.

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 who should be contacted with follow-up questions? If not, please provide the name, title, and contact information for that individual.

Florence Parker, Public Involvement Specialist/DBE Liaison Officer, fparker@oki.org, 513-619-7686, completed this questionnaire on February 3, 2023. Ms. Parker is also OKI's designated Title VI Coordinator and she should be contacted with any follow-up questions.

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.

OKI staff does not have any questions regarding this questionnaire.

34. Would your organization like Title VI training or other Civil Rights technical assistance from ODOT? If yes, please explain.

Thank you for the offer of Title VI training or technical assistance. OKI staff has always found ODOT's centralized training approach very helpful because it provides the opportunity for OKI staff to network with peers from other parts of the state and share best practices. A prime example is the Civil Rights Transportation Symposium. It would be helpful if ODOT provided a template that OKI staff/all MPOs can refer to when preparing Title VI materials for OKI's annual All Staff meeting to ensure that the key tenets of Title VI are highlighted from among the abundance of Title VI information. In addition, the template can be part of a centralized training event that provides an opportunity for dialogue and exchange of ideas via a 1-2 day in-person workshop. I suggest an in-person event because there were some technical glitches during the last virtual Civil Rights Transportation Symposium and it is a challenge to ensure that in-person attendees and virtual attendees are able to hear all of the dialogue during the entire event.

**STAFF PROFILE REPORT - AGENCY and MPO
EFFECTIVE DATE FEBRUARY 24, 2023**

TABLE 1: <u>TOTAL PERMANENT EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	4	2	6	(21%)	3	2	5	(20%)
MAJORITY	11	12	23	(79%)	9	11	20	(80%)
TOTAL	15 (52%)	14 (48%)	29	(100%)	12 (48%)	13 (52%)	25	(100%)

TABLE 1A: <u>PROFESSIONAL LEVEL EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	4	2	6	(21%)	3	2	5	(20%)
MAJORITY	11	12	23	(79%)	9	11	20	(80%)
TOTAL	15 (52%)	14 (48%)	29	(100%)	12 (48%)	13 (52%)	25	(100%)

TABLE 1B: <u>SUPPORT LEVEL EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
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: <u>TEMPORARY EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	0	2	2	(33%)	0	2	2	(40%)
MAJORITY	1	3	4	(67%)	1	2	3	(60%)
TOTAL	1 (17%)	5 (83%)	6	(100%)	1 (20%)	4 (80%)	5	(100%)

APPENDIX D

PROSPECTUS



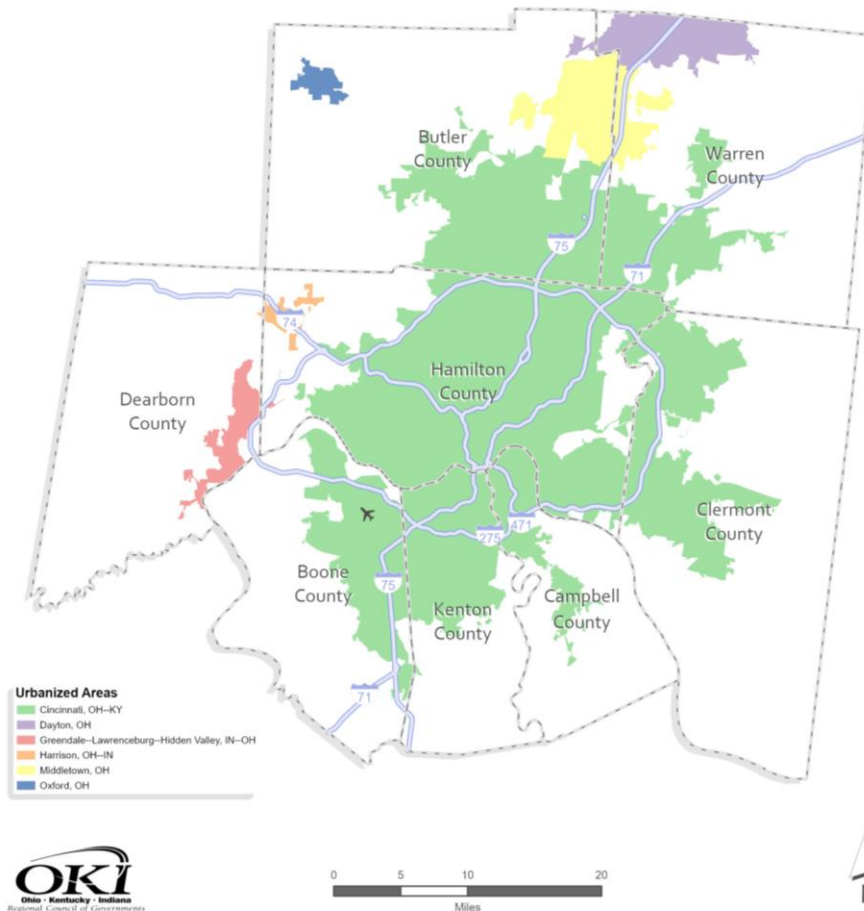
MISSION

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 Environmental Justice 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.

2024 OFFICERS

President	Gary W. Moore
First Vice President	Josh Gerth
Second Vice President	Rick Probst
Past President	David L. Painter
Treasurer	Kenneth F. Reed
Secretary	Mark R. Policinski

EXECUTIVE COMMITTEE

Ann Becker	Gary W. Moore	Dan Unger
Tammy Campbell	David Okum	Susan Vaughn
Ryan Cook	Brian Painter	Thomas Voss
Gina Douthat	David L. Painter	Christopher Wahlman
Dan Driehaus	Dale Paullus	Robert Yeager
Elisabeth Fennell	Tom Peck	David G. Young
Mark Fette	Steve Pendery	
Josh Gerth	Rick Probst	
Darryl Haley	Sharmili Reddy	
Shannon Hartkemeyer	Alicia Reece	
Steve Hayden	Kenneth Reed	
Mark Jeffreys	T.C. Rogers	
Roger Kerlin	Tony Rosiello	
Kris Knochelmann	Jonathan D. Sams	
Christopher Lawson	Steve Schramm	
Michael Logue	Karl B. Schultz	
Mary Makley Wolff	V. Anthony Simms-Howell	
Larry Maxey	Elizabeth Slamka	

2024 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
David L. Painter, Clermont County Board of Commissioners
Rick Probst, Dearborn County Board of Commissioners
Alicia Reece, 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

Alexandria, KY
Charlie Cleves, Bellevue, KY
Brian Gath, Blue Ash, OH
Cheviot, OH
Mark Jeffreys, Cincinnati, OH
Cold Spring, KY
Steve Hayden, Covington, KY
Dayton, KY
Natasha Kohorst, Deer Park, OH
Rob Thelen, Edgewood, KY
Serena Owen, Elsmere, KY
Jessica Fette, Erlanger, KY
Dale Paullus, Fairfield, OH
Gary Winn, Florence, KY
Don Jones, Forest Park, OH
Dr. Alyson Roeding, Ft. Mitchell, KY
Ben Pendery, Ft. Thomas, KY
Dave Hatter, Ft. Wright, KY
Susan Vaughn, Hamilton, OH
Doug Abrahms, Harrison, OH
Highland Heights, KY
Christopher Reinersman, Independence, KY
Pat Stern, Indian Hill, OH
Mark Fette, Lawrenceburg, IN
Lebanon, OH
Ted Phelps, Loveland, OH
Doug Moormann, Madeira, OH
Joy Bennett, Mason, OH
Elizabeth Slamka, Middletown, OH
Kim Chamberland, Milford, OH
Ben Wagner, Monroe, OH
Chris Dobrozsi, Montgomery, OH
Mt. Healthy, OH
Elisabeth Fennell, Newport, KY
Mary DeWald, North College Hill, OH
Susan Hoover, Norwood, OH
Michael Smith, Oxford, OH

Robert Boehner, Reading, OH
Glen Lovitt, Sharonville, OH
Linda Allen, South Lebanon, OH
Jeffrey P. Anderson, Springdale, OH
Dan Bell, Taylor Mill, KY
Floyd Croucher, Trenton, OH
Larry Solomon, Union Hills, KY
Seth Thompson, Villa Hills, KY
Dan Driehaus, Wyoming, OH

BOARDS OF TOWNSHIP TRUSTEES 40,000 OR MORE POPULATION

Josh Gerth, Anderson Township
Dan Unger, Colerain Township
Tony Rosiello, Green Township
Steve Schramm, Liberty Township
Mary Makley Wolff, Miami Township
Michael Logue, Union Township
Ann Becker, 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
Thomas Weidman, Hamilton County Township Association
Jonathan D. Sams, Warren County Association of Township Trustee & Clerks

PUBLIC OFFICIALS FROM KENTUCKY AND INDIANA

Cathy H. Flaig, Boone County Fiscal Court
Brian Painter, Campbell County Fiscal Court
Vince Karsteter, Dearborn County Council Member
Jude Hehman, Kenton County

PLANNING COMMISSIONS

Randy Bessler, Boone County Planning Commission
David C. Fehr, Butler County Planning Commission
Sharon Haynes, Campbell County Planning & Zoning Commission
Darin Hanners, Clermont County Planning Commission
Nicole Daily, Dearborn County Planning Commission
David Okum, Hamilton County Regional Planning Commission
Gailen W. Bridges, Kenton County Planning Commission
Sharmili Reddy, 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
Liz Hayden, Hamilton (City) Planning Commission
James Metz, Middletown (City) Planning Commission

VOTING EX-OFFICIO MEMBERS

Chris Wahlman, Indiana Department of Transportation

Robert Yeager, Kentucky Transportation Cabinet
Tammy Campbell, Ohio Department of Transportation
Christopher Lawson, Butler County Regional Transit Authority
Darryl Haley, Southwest Ohio Regional Transit Authority
Gina Douthat, Transit Authority of Northern Kentucky

RESIDENTS

Craig Beckley, Resident
Laura N. Brunner, The Port
Jeffrey Earlywine, Resident
Rob Franxman, Boone County Engineer
Shannon Jones, Warren County Board of Commissioners
Liz Keating, Resident
Roger Kerlin, Resident
Eric Kranz, Dearborn County Chamber of Commerce
Larry Maxey, Resident
Henry Menninger, Jr., Resident
Pete Metz, Cincinnati USA Regional Chamber
Pamela E. Mullins, Resident
Kenneth F. Reed, Resident
Sal Santoro, Resident
Karl B. Schultz, Resident
V. Anthony Simms-Howell, Ohio Commission on Hispanic/Latino Affairs
Spencer Stork, Kenton County Public Works
Thomas Voss, Resident
Melissa Wideman, CVG Airport
Renee Wilson, Resident

OTHER ELECTED OFFICIALS AND PERSONS RESPONSIBLE TO ELECTED OFFICIALS OR FROM SPECIAL PURPOSE DISTRICTS

Bonnie Batchler, Clermont County Board of Commissioners
Eric Beck, Hamilton County Engineer
Claire Corcoran, Clermont County Board of Commissioners
Denise Driehaus, Hamilton County Board of Commissioners
Jeremy Evans, Clermont County Engineer
Tom Grossman, Warren County Board of Commissioners
Todd Listerman, Dearborn County Engineer
Stephanie Summerow Dumas, Hamilton County Board of Commissioners
Neil Tunison, Warren County Engineer
Gregory Wilkens, Butler County Engineer

OKI LAND USE COMMISSION

(Entire Board serves – Ken Reed, Chair)

INTERMODAL COORDINATING COMMITTEE

CHAIR: Adam Goetzman, Green Township
FIRST VICE CHAIR: Dan Corey, Butler County TID
SECOND VICE CHAIR: Robert Franxman, Boone County Fiscal Court

At-Large

Great Parks, Frank Busofsky
John R. Jurgensen, Jackie Alf
Tri-State Trails, Wade Johnston

Aviation

Butler County Regional Airport, David Fehr
Cincinnati/N. Kentucky International Airport, Debbie Conrad
City of Cincinnati, Chris Kelly

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, Erin Lynn
City of Fairfield, Nick Dill
City of Hamilton, J. Allen Messer
City of Hamilton, Ed Wilson
City of Middletown, Nakita Lancaster
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, Spencer Stork
Warren County Engineer's Office, Neil Tunison

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, No Representation
Hamilton County Regional Planning Commission, Mark Boswell
Northern Kentucky Area Development District, Jeff Thelen
PDS of Kenton County, Laura Tenfelde
Warren County Regional Planning Commission, Duncan McDonel

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, Scott Brown
Ohio Department of Transportation, District 8, Andrea Henderson

EJ Representative

Environmental Justice 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, Patrick Carpenter
Federal Highway Administration/Kentucky, Nick Vail
Federal Highway Administration/Ohio, No Representation

Freight

No Representation

IN City under 40K Population

No Representation

KY City under 40K Population

City of Edgewood, Rob Thelen
City of Florence, Eric Hall
City of Newport, Brian Steffen

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, Arun Hindupur

Transit

Butler County Regional Transit Authority, Russell Auwae
City of Cincinnati Streetcar, Matthew Hulme
Clermont Transportation Connection, Andrew Mays
Federal Transit Authority, Indiana, No Representation
Middletown Transit Service, No Representation
SORTA, Steve Anderson
TANK, No Representation
Warren County Transit Service, Susanne Mason

CORRIDOR STUDY/SPECIAL PURPOSE COMMITTEE CHAIRS

ENVIRONMENTAL JUSTICE ADVISORY COMMITTEE – Adam Goetzman, Chair
GROUNDWATER COMMITTEE – Bruce Whitteberry, Chair

OKI ENVIRONMENTAL JUSTICE ADVISORY COMMITTEE

Adam Goetzman, Chair

Megan Bessey, Planning & Development Services of Kenton County
Karla Boldery, La Mega Media
Scott Brown, Ohio Department of Transportation/D8
Frank Busofsky, Great Parks of Hamilton County
Nancy Cahall, Council on Aging of Southwestern Ohio
Tyeisha Cole, Cincinnati NAACP Environmental & Justice Committee
Gina Douthat, TANK (Transit Authority of Northern Kentucky)
James A. Foster, Resident, Trenton, Ohio
Adam Goetzman, Green Township
Erin Lynn, City of Fairfield
Cindy M. Minter, Campbell County Planning & Zoning
Rosalind Moore, City of Forest Park
Pamela Mullins, Resident, Covington, Kentucky
Keith Smith P.E., Ohio Department of Transportation/D8

COMMITTEE BY-LAWS

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

- OKI Board of Directors
- Intermodal Coordinating Committee (ICC)
- Environmental Justice (EJ) Committee

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 Dearborn 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 be 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 1.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 1.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 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.
- e. Four (4) 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, 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 1.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 1.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 (2/3) 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

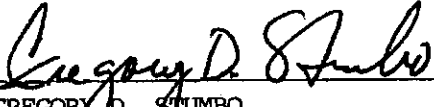
Additional members may be admitted to the COUNCIL with the approval of the Board of Directors by adopting and becoming a party of these Articles, and by fulfilling such requirements as may imposed by the Board of Directors as conditions to membership. Such conditions may include, without limitation, 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.




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.


Name: GREGORY D. STUMBO
Attorney General of the Commonwealth of Kentucky
Date: 11-3-06

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

Indiana Department of Transportation

By: 
Name: Mark A. O'Brien
Deputy Commissioner, Chief Counsel
Date: October 24, 2006
Reviewed and approved. 

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: *Greg Jolivette*
Name: **GREGORY V. JOLIVETTE**
Title: **PRESIDENT**
Date: 7/6/06

ATTEST:

By: *Michael F. Jendling*
Name: Michael F. Jendling
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 <u>Walker</u>	Aye <u>X</u>	Nay _____
Commissioner <u>Proud</u>	Aye <u>X</u>	Nay _____
Commissioner <u>Crosswell</u>	Aye _____	Nay _____ Absent <u>X</u>

CLERMONT COUNTY (OHIO) BOARD OF COMMISSIONERS

By: Mary C. Walker

Name: MARY C. WALKER

Title: PRESIDENT

Date: July 19, 2006

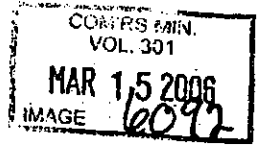
ATTEST:

By: Judith Kocica

Name: Judith Kocica

Title: Clerk of the Board

Date: July 19, 2006



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

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 <u>DeWine</u>	Aye <u>X</u>	Nay <u> </u>
Commissioner <u>Heimlich</u>	Aye <u>X</u>	Nay <u> </u>
Commissioner <u>Portune</u>	Aye <u>X</u>	Nay <u> </u>

HAMILTON COUNTY (OHIO) BOARD OF COMMISSIONERS

By: *Phil Heimlich*

Name: PHIL HEIMLICH

Title: PRESIDENT

Date: March 15, 2006

ATTEST:

By: *Jacqueline Parioto*

Name: Jacqueline Parioto

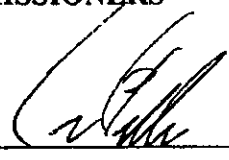
Title: Clerk of the Board

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 <u>Young</u>	Aye _____	Nay _____	Absent <input checked="" type="checkbox"/>
Commissioner <u>Kilburn</u>	Aye <input checked="" type="checkbox"/>	Nay _____	
Commissioner <u>South</u>	Aye <input checked="" type="checkbox"/>	Nay _____	

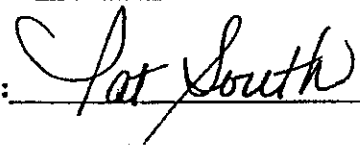
WARREN COUNTY (OHIO) BOARD OF COUNTY COMMISSIONERS

By: 


Name: C. MICHAEL KILBURN

Title: PRESIDENT

Date: 3/23/06

By: 

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

Title: JUDGE/EXECUTIVE

Date: 6-28-06

ATTEST:

By: Louis Kelly

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

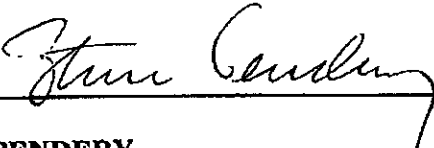
By: R. Scott Kimich
Name: R. Scott Kimich
Title: Deputy Judge, Kenton County Fiscal Court
Date: April 11, 2006

ATTEST:

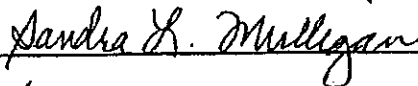
By: Sarah C. Johnston
Name: Sarah C. Johnston
Title: Kenton County Fiscal Court Clerk
Date: April 11, 2006

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: 
Name: **STEVE PENDERY**
Title: **JUDGE/EXECUTIVE**
Date: MARCH 29, 2006

ATTEST:

By: 
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 [Signature] Aye ✓ Nay
Commissioner [Signature] Aye ✓ Nay
Commissioner [Signature] Aye ✓ Nay

DEARBORN COUNTY (INDIANA) BOARD OF COMMISSIONERS

By: [Signature]
Name: VERA BENNING
Title: PRESIDENT
Date: 3-21-06

ATTEST:

By: [Signature]
Name: Cary B Pickett
Title: Auditor Dearborn Co
Date: March 21, 2006

**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 ($\frac{1}{2}$) 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 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 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 RESPONSIBILITIES 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 Authority

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 Name of Committee

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 Purpose

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 Function

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

Section 5 Membership

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:

<u>Membership Designation</u>	<u>Number of Members</u>
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)	<u>6</u>
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

Environmental Justice Advisory Committee Authority and Responsibilities

- I. The Environmental Justice Advisory Committee will monitor transportation planning projects and their impact on designated Environmental Justice Communities.

The Environmental Justice Advisory Committee has four objectives:

1. Review all Ohio-Kentucky-Indiana Regional Council of Government transportation planning projects and determine their impact on environmental justice communities
2. Review staff reports and recommendations
3. In order to mitigate impact on environmental justice communities; the Environmental Justice Advisory Committee will make recommendations to OKI on remedial actions that should be taken before planning projects proceed
4. Report findings and recommendations to OKI Executive Committee and the Board of Trustees

- II. In order to meet these objectives the Environmental Justice Advisory Committee will carryout the following task and responsibilities:

1. Meet on a quarterly basis as needed
2. Environmental Justice Policy will be updated on an annual basis
3. Monitor the implementation of the Environmental Justice Policy
4. Oversee the Title VI responsibilities
 - A. Legislative responsibilities delineated
5. Monitor Traffic Congestion plan findings
6. Review and make recommendations to the Executive Committee on the Long Range Transportation Plan and Transportation Improvement Program

7. Review and make recommendations to the Executive Committee on Corridor findings
8. Review and make recommendations to the Executive Committee on special findings
9. Review and make recommendations to the Executive Committee on construction mitigation plans
10. Assure that all environmental justice communities are properly identified
11. Determine the impact of current transportation planning projects. With staff assistance, give guidance for a comprehensive public involvement plan that facilitates community input on Environmental Justice communities. Develop a uniform public involvement documentation process, designed to promote ongoing interaction with the environmental justice communities.
12. Assemble an Ad Hoc Environmental Justice Citizens Advisory Group when needed. The responsibilities of the Ad Hoc will be:
 - A. Give input on OKI related projects that involve transportation and land use.
 - B. Assist the Environmental Justice Advisory Committee's outreach efforts, regarding effective communications between OKI and the environmental justice communities.

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 Transit Administration
Region V
200 West Adams St., Suite 320
Chicago, IL 60606-5253
312-353-2789
312-886-0351 (fax)

Federal Highway Administration
OH Division
200 North High St., Room 328
Columbus, OH 43215

David L. Painter, President
Board of Directors
Ohio-Kentucky-Indiana Regional Council of Governments
720 E. Pete Rose Way, Suite 420 Cincinnati, Ohio

Dear Mr. Painter:

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have completed a Certification Review of the transportation planning process carried out by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) for the Cincinnati, Ohio Transportation Management Area (TMA). We appreciate the hospitality shown to our review team by OKI and the commitment to providing an exemplary transportation planning process in the Cincinnati region.

The review was performed in accordance with 23 U.S.C. 134 requiring a review of the transportation planning process for all metropolitan areas with a population of 200,000 or greater. The objective of the Certification Review was to determine whether the transportation planning process meets the Federal transportation planning requirements outlined in 23 CFR 450.300.

The review team found that the transportation planning process carried out by OKI for the Cincinnati region meets the federal transportation planning requirements. Therefore, FTA and FHWA jointly certify the planning process. The enclosed report documents the results of the review. This report includes ten commendations and two recommendations for enhancing the regional transportation planning process.

A representative of the review team would like to present the primary results of this report at an upcoming Board of Directors meeting. Arrangements will be made with your staff. In the meantime, please contact Mr. Frank Burkett of FHWA at (614) 280-6838 or Mr. Stewart McKenzie of FTA at (312) 353-2866 if you have any questions regarding this certification action.

**KELLEY
BROOKINS**
Kelley Brookins

Digitally signed by
KELLEY BROOKINS
Date: 2021.02.02
13:24:36 -06'00'

Regional Administrator
Federal Transit Administration

Sincerely,

**LAURA S
LEFFLER**

Laura S. Leffler

Digitally signed by LAURA
S LEFFLER
Date: 2021.02.03 10:19:44
-05'00'

Division Administrator
Federal Highway Administration



U.S. Department
of Transportation

Federal Highway
Administration

Federal Transit
Administration

Transportation Management Area Planning Certification Review

Certification Review of the Metropolitan Transportation Planning Process for the Cincinnati, Ohio Transportation Management Area (OKI)

February, 2021

Summary Report





Table of Contents

1.0	EXECUTIVE SUMMARY.....	3
1.1	Previous Findings and Disposition.....	3
1.2	Summary of Current Findings.....	4
2.0	INTRODUCTION.....	4
2.1	Background.....	4
2.2	Purpose and Objective.....	5
3.0	SCOPE AND METHODOLOGY.....	6
3.1	Review Process.....	6
3.2	Documents Reviewed.....	7
4.0	PROGRAM REVIEW.....	8
4.1	Planning Agreements.....	8
4.2	Transportation Improvement Program.....	9
4.3	Metropolitan Transportation Plan.....	11
4.4	Intelligent Transportation Systems (ITS) Architecture.....	12
4.5	Air Quality.....	14
4.6	Freight Planning.....	15
4.7	Travel Demand Forecasting (TDF) Model.....	17
4.8	Security/Resilience/Climate Change	20
4.9	Civil Rights (Title VI, EJ, LEP, ADA).....	21
4.10	Public Outreach and Involvement.....	23
4.11	Congestion Management Process.....	25



Table of Contents, Continued

4.12 Transit Planning.....	26
4.13 Coordinated Public Transit- Human Services Transportation Planning.....	27
5.0 CONCLUSION, COMMENDATIONS AND RECOMMENDATIONS.....	28
5.1 Recommendations.....	28
5.2 Commendations.....	28
APPENDIX.....	31



1.0 EXECUTIVE SUMMARY

On November 18 and 19, 2020 the certification review of the transportation planning process was conducted for the Cincinnati, Ohio Transportation Management Area (TMA) carried out by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), the Metropolitan Planning Organization (MPO) for the Cincinnati, Ohio region. The Federal Review Team (Review Team) consisted of representatives from the Federal Transit Administration (FTA) Region V, and the Federal Highway Administration (FHWA) Ohio, Kentucky, and Indiana Divisions.

Based on this certification review, the OKI transportation planning process was found to be in substantial compliance with the requirements of the metropolitan planning regulations per 23 CFR 450. As such, the Review Team certifies the planning process for the Cincinnati, Ohio TMA.

This report documents the certification review process and indicates two recommendations to enhance the overall transportation planning process.

1.1 Previous Findings and Disposition

The prior certification review for the Cincinnati urbanized area was conducted in 2017. The 2017 Certification Review findings included a single recommendation as follows.

2017 Recommendation

To eliminate possible public confusion, OKI is encouraged to include the annual Indiana FTA apportionment in applicable OKI documents.

Resolution

This recommendation has been resolved. OKI responded to the recommendation by including the annual Indiana FTA apportionment in applicable OKI documents as they were updated.

Status

OKI has successfully addressed the recommendation from the 2017 review.



1.2 Summary of Current Findings

The current review found that the metropolitan transportation planning process conducted in the Cincinnati area meets Federal planning requirements. As a result of this review, FHWA and FTA are certifying the transportation planning process conducted by The Ohio Department of Transportation (ODOT), The Kentucky Transportation Cabinet (KYTC) The Indiana Department of Transportation (INDOT), OKI and the regional transit authorities subject to the recommendations in this report. The following sections of this report contain a discussion of the documents reviewed, the issues discussed, and the recommendations made for enhancing the process where appropriate

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 Metropolitan Transportation Plan (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 desk review was conducted by FHWA and FTA on September 30, 2020 in preparation for 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 following individuals on the Federal Review Team (Review Team) participated in the desk review:

Federal Transit Administration-Region V Office

Stewart McKenzie – Community Planner

Federal Highway Administration

Frank Burkett – Senior Planning Specialist, Ohio Division

Bernadette Dupont – Transportation Specialist, Kentucky Division

Erica Tait – Planning and Environmental Specialist, Indiana Division

Rachyl Smith – Civil Rights Specialist, Ohio Division

Velyjha Southern – Community Planner, Professional Development Program

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

- Status of the Recommendations from the Previous Review
- MPO Organizational Structure and Committees
- Status of MPO Agreements
- Performance Based Planning and Programming
- Freight Planning
- Travel Demand Model
- Transit Planning
- Transportation Improvement Program
- Long Range Transportation Plan
- Unified Planning Work Program
- ITS Architecture
- Congestion Management Process



- Climate Change/Resiliency, and Air Quality
- Annual Listing of Obligated Projects
- Civil Rights and Environmental Justice
- Public Involvement

3.2 Documents Reviewed

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

- ODOT/MPO Agreement, 2020
- FY 2020 and FY 2021 Unified Planning Work Program for the Cincinnati MPO
- MPO MTP, 2050
- MPO FY 2021-2024 TIP and Self-Certification
- FY2020 Annual List of Obligated Projects



4.0 PROGRAM REVIEW

4.1 Agreements and Contracts

4.1.1 Regulatory Basis: 23 CFR 450.314(a) *The MPO, the State(s), and the public transportation operator(s) 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(s), and the public transportation operator(s) serving the MPA. To the extent possible, a single agreement between all responsible parties should be developed. The written agreement(s) shall include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (see § 450.322) and the metropolitan TIP (see § 450.324) and development of the annual listing of obligated projects (see § 450.332).*

4.1.2 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 and the public transportation operators is dated March, 2018. The agreement with the Kentucky Transportation Cabinet and the public transportation operator is dated May, 2018. The agreement with the Indiana Department of Transportation and FHWA-IN was recently updated in October 2020.

4.1.3 Finding: In January 2020, the City of Cincinnati (the City) became the sole operator of the Cincinnati Bell Connector (Streetcar) terminating its agreement with the Southwest Ohio Regional Transit Authority (SORTA) to maintain and operate the streetcar service. In May 2020, the City became a direct recipient of FTA Section 5307 formula funding for the Cincinnati Urbanized Area.

4.1.4 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.



4.2 TRANSPORTATION IMPROVEMENT PROGRAM AND ANNUAL LISTING OF OBLIGATED PROJECTS

4.2.1 Regulatory Basis: 23 U.S.C. 134(c),(h) & (j) set forth requirements for the MPO to cooperatively develop a Transportation Improvement Program (TIP) and corresponding Annual Listing of Obligated Projects (ALOP). Under 23 CFR 450.326, the TIP 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, and are required to be included in the TIP, and must be consistent with the adopted Metropolitan Transportation Plan (MTP). Project details must include the project description, cost, funding source, and identification of the agency responsible for carrying out each project. The TIP must be fiscally constrained, and the MPO must provide all interested parties with a reasonable opportunity to comment on the proposed TIP. Per 23 CFR 450.326 (d), the Transportation Improvement Program (TIP) shall include, to the maximum extent possible, a description of the anticipated effect of the TIP toward achieving the performance targets identified in the MTP, linking investment priorities to those performance targets.

Under 23 CFR 450.334, the ALOP must be developed annually, in cooperation with the State and public transportation operator(s), no later than 90 calendar days following the end of the program year. The ALOP must include a listing of projects, including investments in pedestrian walkways and bicycle transportation facilities) for which funds under Title 23 U.S.C. or Title 49 U.S.C. were obligated in the preceding program year. The listing of projects must provide sufficient descriptive information to identify the project or phase including (at a minimum) the following for each project: a) the amount of funds requested in the TIP; b) federal funding obligated in the preceding year; c) federal funding remaining and available for obligation in subsequent years; d) sufficient description to identify the project; e) identification of the agencies responsible for carrying out the project.

4.2.2 Status: The OKI FY2021-2024 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 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 environmental justice committee, with opportunities to review and comment on the proposed program of projects. The projects submitted for inclusion in the TIP and funded with a predetermined sub allocation of Surface Transportation Block Grant Program funding, 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, environmental justice considerations, air quality, and the regional strategic policy plan.

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 FY2021-2024 TIP, as well as the 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.

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 FY2021-2024 TIP.

OKI's most recent ALOP has been developed in accordance with the requirements outlined above. However, there are some instances, specifically with regard to DOT and transit projects, where the minimum required descriptive information is not provided. The DOTs and transit providers should coordinate with OKI to ensure that the necessary project description information is reflected in future ALOPs.

4.2.3 Findings: The FHWA/FTA Federal Review Team finds that the OKI TIP and ALOP meet the requirements of 23 U.S.C. 134(c), (h) & (j), 23 CFR 450.326, and 23 CFR 450.334.

4.2.4 Commendations:

Commendation 1: The MPO has developed a robust project prioritization process that incorporates regional strategic goals and priorities, performance measures and targets, environmental justice considerations, multimodal initiatives, as well as local comprehensive plans. The effective integration of system performance requirements and strategic regional plans and priorities is commendable and may be used as a best practice for other TMA areas.

Commendation 2: The MPO has thoroughly integrated PBPP into the TIP and MTP, effectively identifying and documenting how projects and priorities in the region are anticipated to affect the selected performance targets for all three of the DOTs associated with OKI. OKI's approach to PBPP integration and documentation commendably links investments in the region with system performance.



4.3 Metropolitan Transportation Plan

4.3.1 Regulatory Basis: 23 CFR 450.324(a) states, “The metropolitan transportation planning process shall include the development of a transportation plan addressing no less than a 20-year planning horizon as of the effective date.” ... 23 CFR 450.324(f)(11)(ii) states “...the MPO(s), public transportation operator(s), and State shall cooperatively develop estimates of funds that will be available to support metropolitan transportation plan implementation, as required under § 450.314(a). 23 CFR 450.324(f)(11)(iii) states... “The financial plan shall include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan. In the case of new funding sources, strategies for ensuring their availability shall be identified. The financial plan may include an assessment of the appropriateness of innovative finance techniques (for example, tolling, pricing, bonding, public private partnerships, or other strategies) as revenue sources for projects in the plan.”

4.3.2 Status: The OKI 2050 Metropolitan Transportation Plan (the MTP) was adopted on June 11, 2020. The COVID-19 pandemic created challenges to having in-person meetings, review and feedback on the MTP prior to its adoption.

The “Vision” component of the MTP is a non-traditional look at the Region’s transportation network over the next 30 years with the integration of Connected and Autonomous Vehicles (CAV). Along with more traditional multi-modal investments prescribed by the fiscally constrained plan, OKI determines that CAV technology will have substantial reduction in vehicle miles traveled and personal trips generated. The combination of investments would ultimately help the Region achieve MTP goals based on the 11 planning factors.

The Future Transit Vision Plan consists of light rail lines and is supplemental to the fiscally constrained portion of the MTP. In responding to public comments on the MTP, the MPO referenced its prioritization process for project selection noting that roughly 400 projects were initially proposed. For transit, projects were based on submission from the transit operators. Those reviewing the 2050 MTP online may benefit from additional links that can quickly take the reader to respective studies and plans, notably SORTA’s Reinventing Metro Plan, which places a priority on Bus Rapid Transit (BRT) projects over a light rail network.

Future iterations of the Plan would benefit if OKI were to take additional steps to gauge the public’s understanding of the Vision and the fiscally constrained portions of the MTP and assess public buy-in. This could be done by going into greater detail as to how and when recommended projects will be funded and broadening the financial discussion to document the estimated funding necessary to implement projects that were commonly desired, yet not selected due to funding constraints. For transit investments, the MPO should demonstrate, by reference, how the projects put forth by the transit operators are consistent with their respective transit development/investment plans which (hopefully) are a product of their public engagement process as well. OKI could also reference portions of the MTP that were influenced by input received from the public. Having placed the comments received on the



2050 MTP website along with OKI's response, is a good practice.

4.3.3 Finding: The OKI 2050 Metropolitan Transportation Plan is compliant with 23 CFR 324.

4.4 Intelligent Transportation Systems (ITS) Architecture

4.4.1 Regulatory Basis: The FHWA Final Rule and FTA Policy on Intelligent Transportation Systems (TS) Architecture and Standards, issued on January 8, 2001 and codified under 23 CFR Part 940, implements Section 5206 (e) of the Transportation Equity Act for the 21st Century (TEA-21). This Final rule Policy requires that all ITS projects funded by the Highway Trust Fund and the Mass Transit Account conform to the national ITS architecture, as well as to USDO adopted ITS standards.

23 CFR part 940 states that:

- At the issuance date (January 8, 2001) of the Final Rule Policy, regions and MPOs implementing ITS projects that have not advance to final design by April 8, 2005, must have regional ITS architecture in place. All other regions and MPOs not currently implementing ITS projects must develop regional ITS architecture within four years from the date of their first ITS project advance to final design.
- All ITS projects funded by the Highway Trust Fund (including the Mass Transit Account), whether they are stand-alone projects or combined with non-ITS projects, must be consistent with the provisions laid out in 23 CFR part 940.
- Major ITS projects should move forward based on a project-level architecture that clearly reflects consistency with the national ITS architecture.
- All projects shall be developed using a systems engineering process.
- Projects must use USDOT adopted ITS standards as appropriate.
- Compliance with the regional ITS architecture will be in accordance with USDOT oversight and Federal-aid procedures, similar to non-ITS projects.

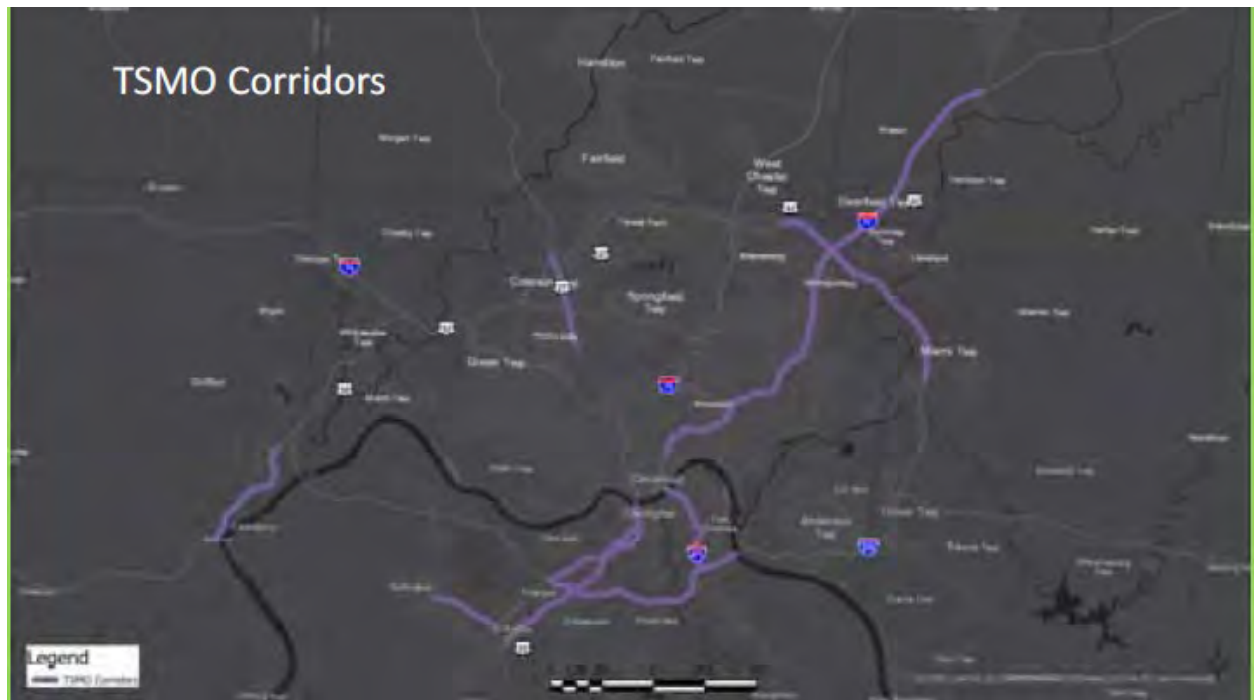
4.4.2 Current Status: The MPO has a regional ITS architecture that was last updated in 2016 as has served as a roadmap for transportation systems integration. It was developed through a series of stakeholder meetings and an ITS workshop. It covers all surface transportation modes in the MPA.

The MPO plans to update the ITS Architecture in-house using Regional Architecture Development for Intelligent Transportation (RAD-IT) 9.0 and the associated strategic plan. In preparation for the update, the MPO participated in the recent ITS Architecture training hosted



by KYTC and FHWA-KY (December 2020). The new ITS architecture will cover approximately the next 10 years. The strategic plan will align with the MTP and will go out to 2050. The update will incorporate Connected Vehicle (CV) technologies and Electric Vehicle (EV) technologies.

The MPO has identified ten Transportation Systems Management and Operations (TSMO) corridors that use technology identified in the ITS Architecture. Currently TSMO applications are covered in general terms, but as more detailed project analysis occurs, more specific corridor elements will be added. For example, the current Active Traffic Demand Management (ATDM) project in Northern Kentucky that will cover the urbanized areas of I-71, I-75 (from the river to the split in Boone County) and I-471, and all I-275.



4.4.3 Findings: The MPO is in compliance with federal regulations.

4.4.4 Commendation: The MPO has identified ten TSMO corridors and plans to expand the ITS architecture to include more ITS applications in the ITS architecture.



4.5 AIR QUALITY

4.5.1 Regulatory Basis: Section 176 (c)(1) of the Clean Air Act Amendments of 1990 (CAAA) states: "No metropolitan planning organization designated under section 134 of title 23, United States Code, shall give its approval to any project, program, or plan which does not conform to an implementation plan approved or promulgated under section 110." The Intermodal Surface Transportation Efficiency Act of 1991 subsequently included provisions responsive to the mandates of the CAAA. Implementing regulations have maintained this strong connection.

Provisions governing air-quality-related transportation planning are incorporated in a number of metropolitan planning regulations rather than being the primary focus of one or several regulations. For MPOs that are declared to be air quality nonattainment or maintenance areas, there are many special requirements in addition to the basic requirements for a metropolitan planning process. These include formal agreements to address air-quality-planning requirements, requirements for setting metropolitan planning area boundaries (MPAs), interagency coordination, MTP content and updates, requirements for the CMP, public meeting requirements, and conformity findings on MTPs and TIPs.

4.5.2 Current Status: The MPO is currently listed as marginal nonattainment status for the 2015 Ozone standard. A portion of the MPO was nonattainment under the 1997 ozone standards and is subject to conformity requirements due to the South Coast judicial ruling. There are three monitors in Ohio (City of Middletown, Sycamore Township, City of Lebanon) that are not attaining the ozone standard. It is anticipated that the USEPA will change the nonattainment to moderate in 2022 which will mean have additional requirements for the area.

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. EPA's emission model, MOVES 2014B, and 2008 MVEBs are used in this analysis. A qualitative analysis of the Kentucky "orphan" area is also included in the analysis. (The last emissions analysis was conducted September 10, 2020 and approved by USDOT on October 19, 2020.) Interagency consultation is conducted in accordance with the MPO's Conformity Memorandum of Agreement updated in 2017, and the Miami Valley Regional Planning Commission (MVRPC) is also included in the consultation process.

Congestion Mitigation and Air Quality (CMAQ) funds are suballocated in Ohio and Indiana and the MPO follows FHWA's 2013 Interim Program Guidance for determining project eligibility. KYTC CMAQ funds are distributed by the KY Office of Local Programs.

4.5.3 Findings: The MPO is in compliance with federal regulations.

4.5.4 Commendation: The MPO provides extra points in the project prioritization process for projects that reduce Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled or that have cleaner vehicle emissions.



4.6 Freight Planning

4.6.1 Regulatory Basis: The FAST Act specifically calls for the need to address freight movement as part of the transportation planning process. Per 23 CFR 450.306(b), requirements for addressing freight movement as part of the transportation planning process can be found within several of the planning factors. These freight-related factors include the following:

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the accessibility and mobility of people and freight.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

4.6.2 Current Status: The Cincinnati Metropolitan Planning Area (MPA) all five modes of freight in the area.

- **Airways:** The Cincinnati/Northern Kentucky International airport is in Hebron, KY and ranks 4th in North America for total cargo operations. It is home to Amazon Air Hub and DHL Express Global Superhub.
- **Highways:** I-75, I-74, I-71, I-275, and I-471. The I-75/I-75 combined crossing over the Ohio River ranks as the 8th worst bottleneck in the American Transportation Research Institutes (ATRI) 2020 Top 100 bottlenecks listing.
- **Pipelines:** Duke Energy has recently been approved to run a 13-mile gas pipeline through Hamilton County, and will travel under the Ohio River and into Northern Kentucky.
- **Railways:** There are multiple railways and railway terminals in the MPA including: CSX Transportation Queensgate Yard, Norfolk Southern Cincinnati Rail Yard, Indiana and Ohio Railway, Central Railroad-Indiana, Cincinnati Barge and Rail Terminal, Cincinnati Eastern Railroad, and the Cincinnati Railroad Company, a recreational railway.
- **Waterways:** The MPO physically sits on the Ohio River.
 - **The Ports of Cincinnati and Northern KY** is the number one inland port in the United States with more than 43 million tons of domestic cargo being transported each year.
 - **The Anderson Ferry**, a private toll ferry operation, crosses from Boone County, KY to Hamilton County, Ohio.



- **The US Coast Guard – Sector Ohio Valley**, has a Marine Safety Detachment located in Cincinnati. It is responsible for executing the US Coast Guard's Port Safety and Security, Marine Environmental Protection, and Commercial Vessel Safety missions under the auspices of the Department of Homeland Security.

It should be noted that Boone County, KY is fast becoming the logistics capitol on the East Coast. Amazon's Aero Hub will open at the end of 2021, and other companies like DHL, GE, Wayfare, Groupon Fulfillment Center, UPS Supply Chain Solutions, FedEx Ground Package System, Schwan's Global Supply Chain, Total Quality Logistics, Levi Strauss & Company, Standard Textile, and Verst Logistics are building or expanding into Boone County. These initiatives will have a profound effect on the freight industry in the area.

The MPO has made extensive efforts to integrate freight into all aspects of the planning process. Extra points are given to Freight projects in the project prioritization process

Transportation Factors for Non-Roadway Freight Projects		
Factor	Metric	Max Point Value
Modal Traffic Flow	mode vol/capacity	5
Impact on Roadway Congestion	# large trucks removed from roadway	20
Impact on Safety	High, Medium, Low	5
Project Status	Where in the PDP is the project?	5
Reliability	Estimate of impact the project will have	5
Existing Facility Conditions	poor, fair, good	5

The MPO developed a Freight Plan in 2011 and plans to completely update it in 2021. The MPO has created a link to provide information about freight in the region, www.freight.oki.org, and each of the four modes has an interactive freight dashboard.

4.6.3 Findings: The MPO is in compliance with federal regulations.

4.6.4 Commendations:

Commendation 1: The collaboration to find truck parking solutions for Boone County. Boone County, KY has seen tremendous growth in both population and freight movements in the past few years alone due to the expanded e-commerce in the area. There is a severe truck parking shortage as a result. The MPO in collaboration with Boone County formed a Truck Parking Task



Force to address the problem. The first meeting was held in July 2019. The Task Force looked at policy, partnership, and investment solutions in order to provide parking for truckers. Truck parking interests in the area are primarily two-fold: parking areas for long-haul freight movements on Interstates/freeways, and parking areas for trucks waiting for approval to dock at load/unload locations (warehouses/distribution centers). FHWA's Resource Center was brought in to help develop a strategic plan to address the problem.

Commendation 2: Support utilization of inland waterway network. The MPO has taken the lead and was the public sponsor for MARAD highway designation. As a result, the MPO was the project sponsor for two American Marine Highway grant fund projects (Brandenburg, KY and Jefferson, IN). Both will benefit the MPO area by removing trucks from the roadway.

The MPO in collaboration with the Central Ohio River Business Association (CORBA) launched an interactive map that features up-to-date information for facilities along the Ohio River. This initiative helps promote the assets in the Ports of Cincinnati and Northern Kentucky region.

Commendation 3: The MPO is commended for pursuing new funding to implement critical freight transportation. The MPO completed as was awarded two Federal Rail Administration CRISI grants worth \$2.3M. One was for the Cincinnati Bulk Terminals (CBT) which will build a bi-directional tube over Marian Way in an Opportunity Zone. The second project is the Benchmark River and Rail Trails project on US 50 that will include a preemptive signal, ADA sidewalks. This is a safety project as 95% of material moved is hazardous.

4.7 Travel Demand Forecasting (TDF) Model

4.7.1 Regulatory Basis: 23 CFR 450.324(f)(1) requires that the Metropolitan Transportation Plan include the projected transportation demand of persons and goods in the Metropolitan Planning Area over the period of the transportation plan. Travel demand forecasting models are used in the planning process to identify deficiencies in future year transportation systems and evaluate the impacts of alternative transportation investments. In air quality non-attainment and maintenance areas, they are also used to estimate regional vehicle activity for use in mobile source emission models that support air quality conformity determinations.

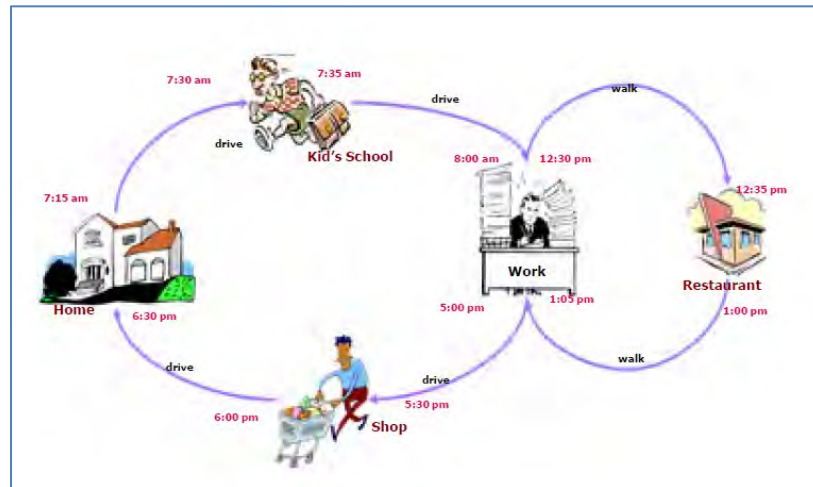
4.7.2 Current Status: The MPO has an Activity-based Travel Demand Forecasting (TDF) model that covers the MPO portions of KY and OH, and IN (Boone, Campbell, Kenton, 4 SW Ohio & Dearborn) as well as the Dayton area. However, the Dayton MPO maintains the data inputs for their region. The MPO uses the TDF model frequently to produce travel demand forecasts and for traffic studies.

The MPO uses CUBE's a Coordinated Travel-Regional Activity Based Modeling Platform (CT-RAMP™) that has a population synthesis module, an activity simulation module, a vehicle allocation module, and produces highway and transit assignments. This Time-Of-Day model



with four time periods, 2,299 Traffic Analysis Zones (TAZ), with a base year of 2015. 2015 was selected as the base year as this was the most recent year of data that all three states had. The modal years are 2020, 2030, 2040, with an outyear of 2050 to match the Air Quality analysis years. Speeds are based on 2015 Inrix travel time data.

The activity simulation module produces trip origin-destination, time, and mode choice.



Highway assignments are based on household income level, vehicle occupancy, truck type and assigned to four different time periods. Vehicle Miles Traveled (VMT) and volume statistics are produced for five facility types (interstate, freeway/expressway, collector, and local roads). Transit assignments are based on five different time periods.

Socioeconomic Data is by Traffic Analysis Zones (TAZ) and includes household, population, employment by industry, student enrollment and airport passengers. Model population and employment data was spread out between the 2,299 internal TAZs, and 63 external TAZs.

- **Household population** was obtained from the 2015 Census data and the American Community Survey (ACS) for a three-year average. Population growth is mostly in Boone, Butler, and Clermont Counties.
- **Employment data** was obtained through Reference USA (InfoUSA) and cross checked with information from the US Census' Longitudinal Employer Household Dynamic (LEHD) Origin-Destination Employment Statistics and the 2012-2016 Census Transportation Planning Products. Employment growth is mostly in Hamilton, Butler, and Kenton Counties.
- **Student Enrollment data** was obtained from the US Department of Education's Common Core of Data and the National Center for Education Statistic's Private School Survey. Student enrollment is increasing in Boone, Butler, and Clermont Counties.
- **Airport passenger data** was obtained from the Cincinnati/N. KY Airport. Passenger data was increasing prior to 2020.
- **Land use data** is derived from employment and household data.



Activity Patterns and Tour Generation includes daily activity patterns, tour frequency, and average number of tours per person.

- **Tour destination choice** generated by the model is checked using StreetLight™ data.
- **Journey-to-work flow and mode choice** generated by the model is compared to the American Community Survey (ACS)'s Census Transportation Planning Products Program (CTPP) data.
- **Volume time-of-day distribution** produced by the model is compared to actual count data.
- **Trip Rate Assumptions** are based on information from the previous model as well as other travel demand models of similar size.
- **Level Of Service (LOS)** and functional class capacity calculations are based on Highway Capacity Manual equations that utilize data such as functional class, speed limits, lanes, median treatment, area type, lane width, and shoulder width.

Person trips are split into auto trips and transit trips through the mode choice module. Auto person trips are converted to vehicle trips through the vehicle allocation module based on the trip purpose, household car ownership, and household structure.

Vehicle Miles Traveled (VMT) produced by the TDF model is compared to System Mileage by Functional Class reported by ODOT, KYTC, and INDOT. Those are the same numbers reported by each state with the annual HPMS submittal. **Transit VMT** calculation is complicated because of the frequency and route factors. A rough estimate of the transit VMT percentage is about 0.4%.

Trip rates are reviewed when the model is calibrated and then adjusted to total VMT, and trip duration. When trips to an area appear too attractive (model volumes are higher than counted volumes) then a time penalty is added. This is done simultaneously when the tour generation module and destination choice module are calibrated against the counted volumes and observed VMT. Travel time is one of the variables in the destination choice model. If the modeled volumes and VMT are too high/low compared with counted volume and observed VMT, the coefficient of travel time is revised to adjust the trip duration.

The MPO plans to include funding in their FY22 budget to purchase a TransModeler license and begin building a microsimulation model for specific project modeling.

4.7.3 Findings: The MPO is in compliance with federal regulations.

4.7.4 Commendation: The TDF Model is using the MPO C/AV predictions to forecast future year LOS. The MPO should be commended for their futuristic planning as it includes C/AV and forecasts a VMT decrease.



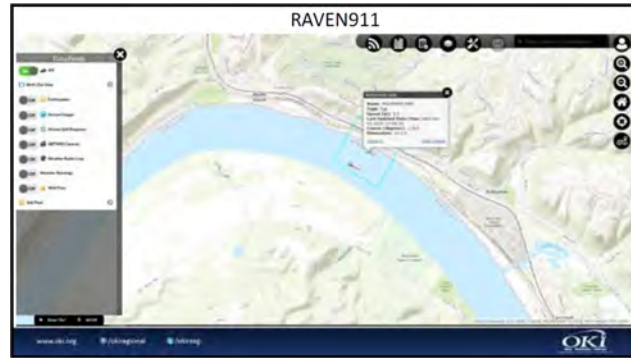
4.8 Security/Resilience/Climate Change

4.8.1 Regulatory Basis: 23 U.S.C. 134(h)(1)(C) requires MPOs to consider security as one of ten planning factors. As stated in 23 CFR 450.306(a)(3), the Metropolitan Transportation Planning process provides for consideration of security of the transportation system.

The regulations state that the degree and consideration of security should be based on the scale and complexity of many different local issues. Under 23 CFR 450.324(h), the MTP should include emergency relief and disaster preparedness plans and strategies and policies that support homeland security, as appropriate.

4.8.2 Current Status: The MPO considers all modes of transportation to be critical infrastructure and plans are in place to provide alternatives should there be a disruption in one of the components. During natural disasters (Hurricane Katrina, Smoky Mountain Fires, Hurricane Harvey) the MPO will be of vital importance should an event occur. The MPO has taken the following steps:

- The MPO secures their information on the cloud so that it can be accessed from any location.
- The MPO considers building redundancy into the project selection process in case one of the transportation assets is unavailable during a crisis.
- The MPO, Transit agencies, and Homeland Security have identified emergency corridors for all areas of the TMA and have developed an area plan for immediate evacuation for the entire MPA.
- The MPO sits on the Ohio River and flooding is a major concern as the frequency of extreme events has increased in recent years. Proactively, the MPO developed a Geographic Information System (GIS) application, Regional Asset Verification & Emergency Network (RAVEN911), a program that monitors the Ohio River for flooding. RAVEN911 combines emergency responder defined critical data sets with mapping to be used in a meaningful and efficient way during an emergency. Access is granted to any emergency responder (fire and emergency medical services, law enforcement, hazardous materials, communications, public health, hospitals, public works, emergency management and select private/non-profit partners).



- The MPO 2050 MTP includes \$181 M in Transportation Systems Management and Operations (TSMO) projects as TSMO projects can help with traffic incident management activities, road and lane closures, can be used to vary speeds or reduce speeds on the roadways, and provide information on road and transit diversions. Overall, the MPO has \$8.21 B worth of highway and transit operation and maintenance projects in their MTP. These projects include pavement management, bridge inspection, weather, work zone, and asset management.

4.8.3 Finding: The Cincinnati MPO is in compliance with federal regulations.

4.8.4 Commendation: The MPO developed an internet-based mapping system, RAVEN911, that can be used by emergency responders during flood events. The system demonstrates the MPO’s technical expertise and use of GIS technology. RAVEN911 was funded entirely with grant monies from the U.S. Department of Homeland Security (UASI, MMRS), USDOT FHWA, and in-kind funding from the Cincinnati Fire Department.

4.9 Civil Rights (Title VI, EJ, LEP, ADA)

4.9.1 Regulatory Basis: USDOT ensures nondiscrimination under Title VI of the Civil Rights Act of 1964 (and other non-discrimination statutes). Title VI states “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.” Title VI bars intentional discrimination as well as disparate-impact discrimination (that stemming from neutral policy or practice that has the effect of a disparate impact on protected groups).

Planning regulations [23 CFR 450.334(a)(3)] require FHWA and FTA to certify that “the planning process . . . is being conducted in accordance with all applicable requirements of . . . Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each State under 23 U.S.C. 324 and 29 U.S.C. 794.” The Title VI assurance adds sex (gender) and disability to characteristics protected against discrimination.



Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (1994), provides that “each Federal agency shall make achieving Environmental Justice part of its mission by identifying and addressing, as appropriate, disproportionately high or adverse human health and environmental effects of its programs, policies, and activities on minority populations and low-income population ...”. In compliance with this Executive Order, the USDOT Order on Environmental Justice was issued in 1997. Planning regulations (23 CFR 450.316(a)(1)(vii)) require that the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households that may face challenges accessing employment and other services, be sought out and considered.

Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency, ensures that, consistent with Title VI, persons with LEP have meaningful access to Federally conducted and funded programs and activities. The Order requires all agencies that provide Federal financial assistance to issue guidance on how Title VI applies to recipients of that assistance in their contact with persons who have LEP.

4.9.2 Current Status:

Title VI Coordinator:

OKI currently has an employee designated as its Title VI Coordinator.

Title VI Implementation Plan:

OKI aims for compliance with federal regulations per its Title VI Implementation Plan. The Plan is updated annually and made available to the public via a link on its website.

Title VI Complaint Process:

OKI has not received Title VI and/or nondiscrimination complaints since the last Certification Review and has documented its complaint process in accordance with ODOT’s MPO/RTPO Title VI Plan. It also makes this information available to the public via a link on its website.

Census and other data for identifying protected groups in the planning process:

OKI reports that it has developed a demographic profile of the metropolitan planning area as a whole.

Standard Title VI Assurances:

OKI reports that it includes Title VI Assurances in all required documents as indicated in its Title VI Implementation Plan, and updates these assurances annually.

Disadvantaged Business Enterprise Program:

OKI has a DBE Program document that appropriately outlines its role regarding contracting to DBEs.



While the Federal Review Team recognizes that OKI is following the processes outlined in the current ODOT MPO/RTPO Title VI Manual, necessary revisions were identified for that manual to more accurately follow the complaint process for complaints received under Title VI regulations, as outlined by the US DOT and FHWA regulations. Updates to ODOT's manual were made after the date of the virtual onsite for OKI. Now that it has been updated, all Ohio MPOs and RTPOs, including OKI, will need to revise their individual Title VI Plans to conform with these changes. OKI should continue to coordinate with ODOT to ensure their Title VI Plan reflects all necessary changes regarding the Title VI complaint process.

4.9.3 Finding: Civil Rights is integrated into OKI's planning process and fulfills the regulatory requirements.

4.10 PUBLIC OUTREACH AND INVOLVEMENT

4.10.1 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 an 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, which requires 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 participated in or comment on transportation issues and processes, employing visualization techniques to describe metropolitan 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 the public input, and periodically reviewing the effectiveness of the participation plan. In addition, the MPO must seek out and consider the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services.

4.10.2 Status: OKI is engaged in promoting and seeking public involvement early and continuously throughout the transportation planning process. The organizational structure of OKI includes advisory committees which provide opportunity for the public to participate in various components of the planning process. In addition, the MPO uses social media and web visualization tools to engage the public regarding transportation projects, products, and processes.

The MPO has a documented Participation Plan (PP), dated January 2018, that contains explicit procedures and strategies to include the public and other interested parties in the transportation planning process. The PP is updated every four years, and outlines techniques for evaluating the effectiveness of public outreach. The current PP does not include explicit procedures related to public access to and participation in MPO programs, processes, and



meetings during times of emergency and/or deviation from standard practices. It is recommended that the MPO include such procedures in the next update to the plan.

OKI integrates Title VI requirements and Environmental Justice considerations within their planning activities, including the assessment of the impacts of the MTP and TIP recommendations on minority and low-income target areas within the OKI region, and the incorporation of the standing environmental justice committee in the project prioritization and selection process. The most recent MPO Title VI program describes data gathering and analysis procedures, includes training for the staff, and outlines the “four-factor analysis” to identify and involve traditionally underserved and/or LEP populations in the transportation planning process. In accordance with notations from the 2016 certification review, OKI has taken steps to incorporate information about land acquisition/displacements for federally funded projects in the OKI area, including those for which OKI is not a project sponsor. OKI has also taken steps to clarify their EJ analysis with regard to populations outside of the EJ Executive Order 12898, and how that analysis is used in the transportation planning process.

In the development of the most recent long-range plan update, OKI employed social media platforms, public survey tools, and online public meetings to gather public input. The full 2050 MTP is available on OKI’s website in web format. The MPO is regularly tracking statistics with regard to web and social media use, and using the data to make adjustments with regard to public outreach. While the web format of the plan allows for some audiences to have easy and convenient access to the document, those without web access or with other impediments to web use, may need to have the document (and the policies and projects within) available in a different format. Public comment and input received during the development of the MTP should be recorded and integrated into the final document.

In the development of the most recent TIP (FY2021-2024), OKI employed social media platforms, public survey tools, and online public meetings to gather public input. The comments received were documented and included in the final version of the TIP, which is available for review and download on the MPO’s website.

4.10.3 Findings: The FHWA/FTA federal review team finds that the MPO meets the regulatory requirements found in 23 CFR 450.316.

4.10.4 Commendation: OKI has moved beyond the minimum requirements of environmental justice analysis for projects, and proactively developed a standing environmental justice committee. Furthermore, the MPO has taken steps to incorporate the committee into the transportation planning process by empowering them to provide vital input into the project prioritization and selection process for the region.



4.11 Congestion Management Process (CMP)

4.11.1 Regulatory Basis: 23 CFR 450.322, the Congestion Management Process (CMP) applies to TMAs and is a systematic approach for managing congestion through a process that “provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C., and title 49 USC Chapter 53 through the use of travel demand reduction, job access projects, and operational management strategies.” The development of a congestion management process should result in a multimodal system performance measures and strategies that can be reflected in the metropolitan transportation plan (MTP) and the Transportation Improvement Program (TIP). Federal regulations also require that the CMP include methods to monitor and evaluate the performance of the multimodal transportation system.

23 CFR 450.322 (f) states *“In a TMA designated as a nonattainment area for ozone or carbon monoxide pursuant to the Clean Air Act, Federal funds may not be programmed for any projects that will result in a significant increase in the carrying capacity for SOVs, unless the project is addressed through the congestion management process.”*

Congress specifically established Congestion Reduction as a national goal for the Federal-aid highway program as provided in 23 USC 150(b)(3).

4.11.2 Current Status: The MPO adopted their CMP in July 2020. The CMP’s goals closely mirror the federal planning factors and specifically state that the CMP will be used to improve liability and economic vitality in the region, limit congestion and increase accessibility to jobs, improve transportation safety, and to develop strategies to facility the mobility of people and goods. The CMP and the TDF model are intricately linked. The CMP references output from the travel demand model as one of its data sources in the analysis of congestion problems and needs. The CMP is used by MPO staff to help selecting and prioritize projects for the MPO’s MTP and TIP that will have positive and impactful results on traffic congestion and air quality. The CMP was used to help MPO staff identify ten Transportation Systems Management and Operations (TSMO) Corridors.

The CMP has performance measures that link with the MPO’s MTP and TIP. The Federal Performance Measures include: Level of Travel Time Reliability (LOTTR), Level of Truck Travel Time Reliability (LOTTTR), Peak Hour Excessive Delay Per Capital (PHED), Percent of Non-Single Occupancy Vehicle Travel, and Total Congestion Mitigation and Air Quality (CMAQ) Mobile Source Emissions. Other CMP performance measures include Travel Time Index (TTI), Intersection Delay, Intersection Level-Of-Service (LOS), Peak Period Travel Times Between Major Destinations, and Incident Clearance Times.

ODOT has been able to provide NPMRDS (INREX) data for all three states for the last few years. In December 2020, KYTC began providing NPMRDS (INRIX and RITIS) data to all MPOs. ODOT



KYTC has link level NPMRDS data through 2017 and provides it upon request. However, the MPO has not needed to take advantage of that opportunity. OKI participates financially on an ODOT contract for StreetLight Data™ for all three states which provides origin and destination data and has expanded coverage. ODOT also provides technical support.

4.11.3 Findings: The MPO is in compliance with federal regulations.

4.12 Transit Planning

4.12.1 Regulatory Basis: 23 CFR 450.300(a) states: ...the MPO designated for each urbanized area is to carry out a continuing, cooperative, and comprehensive multimodal transportation planning process... to serve the mobility needs of people and freight... 23 CFR 450.306(b)(6) states: The metropolitan transportation planning process shall...enhance the integration and connectivity of the transportation system, across and between modes... 23 CFR 450.306(h) states: Preparation of the coordinated public transit-human services transportation plan, as required by 49 USC 5310 should be coordinated and consistent with the metropolitan transportation planning process.

4.12.2 Status: OKI coordinates the allocation of funds from two FTA grant programs with the transit operators in the region. This includes the Urbanized Area Formula Funding program (49 U.S.C. 5307) which makes federal resources available to urbanized areas of 200,000 or more for transit capital assistance, planning and in some cases, operating assistance and the Bus & Bus Facilities Program (49 U.S.C. 5339) which provides funding for replacing buses, bus related equipment and construction of bus facilities. Each year an allocation letter is prepared showing the distribution of funding to the transit operators which includes the Southwest Ohio Regional Transit Authority (SORTA), Butler County Regional Transit Authority, Clermont County Connection, Transit Authority of Northern Kentucky (TANK), and Warren County Transit System. Funding determinations are generally based on FTA's national formula.

4.12.3 Findings: 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.

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.

4.12.4 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.

4.13 Coordinated Public Transit-Human Services Transportation Planning

4.13.1 Status: OKI is the Designated Recipient of FTA's Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program. As Designated Recipient, OKI is responsible for making sure that projects funded under Section 5310 are supported by a locally developed Coordinated Public Transit-Human Services Transportation Plan (coordinated plan). OKI's original plan was adopted in 2007, with updates occurring in 2012, 2016 and 2020. The most recent update was able to significantly assess how mobility needs are being met through user surveys conducted in 2012, 2016, and 2020.

4.13.2 Finding: Since the last Certification Review, OKI agreed to take full responsibility for the 5310 Program including the purchase of vehicles and the procurement process that goes along with it. The Coordinated Plan update and OKI's administration of the Section 5310 Program includes all the key elements required to meet FTA requirements. Key objectives now include integrating new technologies that improve mobility service accessibility and/or reduce



operating costs.

5.0 CONCLUSIONS, RECOMMENDATION AND COMMENDATIONS

The Federal Review Team concludes that the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), ODOT, and the transit operators in the region have made commendable efforts in the continuous, cooperative, and comprehensive (3-C) planning process. Based upon the findings of this review, the transportation planning process, as carried out by OKI for the Cincinnati, Ohio Transportation Management Area (TMA), meets the requirements of Federal regulations.

FTA and FHWA, therefore, jointly certify the transportation planning process carried out by OKI for the Cincinnati, Ohio TMA with the following recommendation and commendations:

5.1 Recommendations

The following are recommendations intended to improve the transportation planning process:

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.

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.

5.2 Commendations

Transportation Improvement Program: The MPO has developed a robust project prioritization process that incorporates regional strategic goals and priorities, performance measures and targets, environmental justice considerations, multimodal initiatives, as well as local comprehensive plans. The effective integration of system performance requirements and



strategic regional plans and priorities is commendable and may be used as a best practice for other TMA areas.

Transportation Improvement Program: The MPO has thoroughly integrated PBPP into the TIP and MTP, effectively identifying and documenting how projects and priorities in the region are anticipated to affect the selected performance targets for all three of the DOTs associated with OKI. OKI's approach to PBPP integration and documentation commendably links investments in the region with system performance.

Intelligent Transportation: The MPO has identified ten TSMO corridors and plans to expand the ITS architecture to include more ITS applications in the ITS architecture.

Intelligent Transportation: The MPO provides extra points in the project prioritization process for projects that reduce Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled or that have cleaner vehicle emissions.

Freight: The collaboration to find truck parking solutions for Boone County. Boone County, KY has seen tremendous growth in both population and freight movements in the past few years alone due to the expanded e-commerce in the area. There is a severe truck parking shortage as a result. The MPO in collaboration with Boone County put together a Truck Parking Task Force to address the problem. The first meeting was held in July 2019. The Task Force looked at policy, partnership, and investment solutions in order to provide parking for truckers. Truck parking interests in the area are primarily two-fold: parking areas for long-haul freight movements on Interstates/freeways, and parking areas for trucks waiting for approval to dock at load/unload locations (warehouses/distribution centers). FHWA's Resource Center was brought in to help develop a strategic plan to address the problem.

Freight: Support utilization of inland waterway network. The MPO has taken the lead and was the public sponsor for MARAD highway designation. As a result, the MPO was the project sponsor for two American Marine Highway grant fund projects (Brandenburg, KY and Jefferson, IN). Both will benefit the MPO area by removing trucks from the roadway.

The MPO in collaboration with the Central Ohio River Business Association (CORBA) launched an interactive map that features up-to-date information for facilities along the Ohio River. This initiative helps promote the assets in the Ports of Cincinnati and Northern Kentucky region.

Freight: The MPO is commended for pursuing new funding to implement critical freight transportation. The MPO completed as was awarded two Federal Rail Administration CRISI grants worth \$2.3M. One was for the Cincinnati Bulk Terminals (CBT) which will build a bi-directional tube over Marian Way in an Opportunity Zone. The second project is the Benchmark River and Rail Trails project on US 50 that will include a preemptive signal, ADA sidewalks. This is a safety project as 95% of material moved is hazardous.



Travel Demand Forecasting: The TDF Model is using the MPO C/AV predictions to forecast future year LOS. The MPO should be commended for their futuristic planning as it includes C/AV and forecasts a VMT decrease.

Security and Resiliency: The MPO developed an internet-based mapping system, RAVEN911, that can be used by emergency responders during flood events. The system demonstrates the MPO's technical expertise and use of GIS technology. RAVEN911 was funded entirely with grant monies from the U.S. Department of Homeland Security (UASI, MMRS), USDOT FHWA, and in-kind funding from the Cincinnati Fire Department and OKI matching funds.

Public Involvement: OKI has moved beyond the minimum requirements of environmental justice analysis for projects, and proactively developed a standing environmental justice committee. Furthermore, the MPO has taken steps to incorporate the committee into the transportation planning process by empowering them to provide vital input into the project prioritization and selection process for the region.



APPENDIX



PUBLIC COMMENTS

An online public meeting was held from 4:00PM until 5:00PM on November 18, 2020. Representatives from OKI, members of the OKI Board and committees and the Review Team attended. The comments at the public meeting were all in general support of OKI and its staff.

The public was also afforded the opportunity to send comments directly to representatives of the Review Team until December 15, 2020. Joshua Gerth, Chair of the Anderson Township Trustees submitted a letter in support of the regional planning process.



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
EJ: Environmental Justice
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
NO₂: Nitrogen Dioxide
O₃: Ozone
PM₁₀ 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

**Virtual Site Visit Agenda OKI
Certification Review**

November 18-19, 2020

Wednesday, November 18, 2020

9:00 A.M. Welcome, Introductions, and Purpose of Certification, *Frank Burkett, FHWA*

9:15 A.M. *Overview of the Regional Transportation Planning Process, OKI staff*

FHWA and FTA topics of interest for this review

- MPO Organizational Structure and Committees – *Mark Policinski*
- Status of the Recommendations from the Previous Review – *Bob Koehler*
- Status of MPO Agreements – *Bob Koehler*
- Unified Planning Work Program – *Bob Koehler*
- Performance Based Planning and Programming – *Brett Porter*
- Project Prioritization Process – *Bob Koehler*
- Transportation Improvement Program – *Andy Reser*
- Annual Listing of Obligated Projects – *Andy Reser*
- Transit Planning – *SORTA, TANK, BCRTA, MTS, CTS, WCTS (10:30 to 11:00)*
- Coordinated Plan and 5310 Program – *Travis Miller and Summer Jones*
- Metropolitan Transportation Plan – *Bob Koehler*
- Freight Planning – *Robyn Bancroft*
- Transportation Technology - *Robyn Bancroft*
- Travel Demand Model – *Liren Zhou*
- Information Systems, Maps & Apps – *David Shuey*
- ITS Architecture – *Brett Porter*
- Congestion Management Process – *Brett Porter*
- Air Quality – *Andy Reser*
- Land Use Commission/Strategic Regional Policy Plan/FIAM – *Travis Miller*
- Environmental Consultations – *Margaret Minzner*
- Climate Change/Resiliency - *Margaret Minzner*
- Ohio River Recreational Trail and Tourism – *David Rutter*
- Title VI, DBE and Environmental Justice – *Florence Parker*
- Public Involvement – *Lorrie Platt*

4:00-5:00 Certification Public Listening Session

Thursday, November 19, 2020

9:00 A.M. *Resume Discussions, if necessary*





Ohio FHWA Division Office

200 North High Street

Columbus, Ohio 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, 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

1. **Catalog of Federal Domestic Assistance (CFDA) number.** §200.10 CFDA number means the number assigned to a Federal program in the CFDA.
2. **CFDA Program Title.** §200.11 CFDA program title means the title of the program under which the Federal award was funded in the CFDA.
3. **Federal Awarding Agency.** §200.37 Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.
4. **Federal Award Date.** §200.39 Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency.
5. **Pass-Through Entity.** §200.74 Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
6. **Period of Performance.** §200.77 Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award.
7. **Subrecipient.** §200.93 Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
8. **Subrecipient's DUNS Number.** See §200.331(a)(1)(ii) *Subrecipient's unique entity identifier*. The DUNS Number [is] the "unique entity identifier" used to identify a specific commercial,

nonprofit, or government entity. Dun & Bradstreet is the designated entity to establish and maintain the DUNS Number, which is required for registration in SAM and used throughout federal procurement, financial assistance, and financial management systems. The subrecipient needs a Data Universal Numbering System (DUNS) number to register the entity in the U.S. Federal government's System for Award Management (SAM). A subrecipient must have an active registration in SAM to do business with the Federal Government.

SECTION III: MPO DESIGNATION

ODOT, acting on behalf of Ohio's Governor, has designated the Board of Directors of the AGENCY as the Metropolitan Planning Organization 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 that administer or operate major modes of transportation in the metropolitan area including representation by providers of public transportation within the "AREA" (as defined in Agreement 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 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 the area consisting of 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 is hereinafter referred to as the "AREA", or as may be modified by mutual consent of the signatories to this Agreement. At a minimum, without need for additional written consent of the signatories to this Agreement, 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 CFR Part 450.312(a), except as may be located within the jurisdiction of another Metropolitan Planning Organization. The AGENCY shall prepare an official map of the AREA, for approval by the Board of Directors and shall submit such 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 (49 U.S.C. Section 5303), Federal Metropolitan Planning Funds (PL), or State Planning and Research funds (SPR) funds 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. Section 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 January 1st 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 the first day of July 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 this 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 CFR Part 450 and 490, as may be amended:

1. A PROSPECTUS describing the AGENCY's organizational structure, committee bylaws, and the work to be performed in the conduct of the PROCESS. The 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 hereto 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 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 CFR 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 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, 2023 and will terminate on June 30, 2025. 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 §126.07 Ohio Revised Code. If ODOT determines that sufficient funds have not been appropriated for the purposes of this contract, 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 reasons 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 contract, or that the AGENCY is in violation of a specific provision of this contract, ODOT may provide the AGENCY with notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. 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 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

contract, 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 contract. 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 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 which are eligible for reimbursement in accordance with ODOT's MPO Administration Manual, ODOT's MPO Contract Audit Circulars, and 2 CFR 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 CFR Part 200 are made a part hereof and incorporated by this reference as if fully rewritten herein.

For the purposes of the 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 CFR 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 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 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 days after ODOT receives a proper invoice.

ODOT shall initially pay all costs of the work performed which 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 CFR 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 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 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 Section 1 et seq., and CFR 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. Section 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 (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 (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 USC Sec 2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the AGENCY's compliance with Title VI.

3. Compliance with Regulations: The AGENCY (hereinafter includes consultants) will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT, 49 CFR Part 21, as amended, (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
4. Nondiscrimination: 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 (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 CFR 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 (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 through nine 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 contract, the AGENCY, for itself, its assignees, and successors in interest (hereinafter referred to as the "AGENCY", which includes consultants) 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 CFR 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 CFR 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, Section 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 CFR 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 CFR, 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 CFR 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 the Ohio Department of Transportation 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 CFR 1.33, and Ohio Revised Code sections 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 contract, 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 contract, 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 Section 102.03 and 102.04 of the Ohio Revised Code.

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 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-year period immediately preceding the date on which this Agreement was executed, have had one or more public transactions terminated for cause or default; and
5. Have a conflict of interest as covered in 23 CFR 1.33, and Ohio Revised Code sections 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. Sections 3801 et seq., are applicable thereto.

SECTION XXII: RESTRICTIONS ON LOBBYING

The AGENCY agrees to comply with the provisions of 31 U.S.C. Section 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. Section 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 Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION XXIV: TRADE

Pursuant to Division (B) of Section 9.76 of the Revised Code, AGENCY warrants that AGENCY is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

SECTION XXV: 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 XXVI: STATE AUDIT FINDINGS

AGENCY affirmatively represents to ODOT that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under 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 XXVII: 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 R.C. 5513.06 or 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 XXVIII: 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 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 which 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 XXIX: 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 XXX: 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 XXXI: CHANGE OR MODIFICATION

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this contract shall be made and agreed to in writing.

SECTION XXXII: 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 Contract 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 Contract 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 XXXIII: 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 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.

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: <u>Mark Policinski</u> <small>Mark Policinski (Apr 13, 2023 15:18 EDT)</small>	By: <i>Jack Marchbanks/JWG</i>
Mark R. Policinski, Executive Director	Jack Marchbanks, Ph.D. Director
Date: Apr 13, 2023	Date: 6/30/23

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 2024

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments has prepared a Unified Planning Work Program for Fiscal Year 2024 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 2024 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 2024 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 13, 2023, hereby approves the OKI Unified Planning Work Program for Fiscal Year 2024.



GARY W. MOORE, PRESIDENT

**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 13:47:00)

EXECUTIVE DIRECTOR

DATE: 04/11/2024

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

DocuSigned by:
[Signature]
90C832E7B04544E

**SECRETARY, TRANSPORTATION
CABINET**

DATE: 6/13/2024

APPROVED AS TO FORM & LEGALITY

DocuSigned by:
Will Fogle
78E002414101480

**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 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				
YES- Meets both criteria A & B	If no, please skip to box 5 If yes, please fill out 1-5 with Executive name and compensation.				
4.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Executive Name</td> <td style="width: 50%;">Compensation</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Executive Name</td> <td style="width: 50%;">Compensation</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Executive Name</td> <td style="width: 50%;">Compensation</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Executive Name</td> <td style="width: 50%;">Compensation</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Executive Name</td> <td style="width: 50%;">Compensation</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
5. PREPARED BY:					
Name: Katie Hannum Title: Director of Finance	DATE: 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
Mark Policinski (Apr 18, 2024 10:11 EDT)

EXECUTIVE DIRECTOR

DATE: 04/18/2024

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

DocuSigned by:
[Signature]
9DC832E7B04544E

**SECRETARY, TRANSPORTATION
CABINET**

DATE: 6/10/2024

APPROVED AS TO FORM & LEGALITY

DocuSigned by:
Will Fogle
78ED024141D148D

**OFFICE OF LEGAL SERVICES
TRANSPORTATION CABINET**

DATE: 6/10/2024

Last updated: April 5, 2024

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

<p>Federal Funding Accountability and Transparency Act * AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED *</p>					
<p>1. SUB-AWARDEE</p> <p>Name: Ohio-Kentucky-Indiana Regional Council of Governments Address: 720 E. Pete Rose Way, Suite 420 Cincinnati, OH 45202</p>					
<p>2. DUNS NUMBER</p> <p>072864770</p>	<p><i>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</i></p>				
<p>3. CCR REGISTRATION (CAGE code)</p> <p>4HH58</p>	<p><i>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</i></p>				
<p>4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES</p> <p><i>All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:</i></p> <p><i>A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually, and</i></p> <p><i>B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)</i></p>					
<p>NO- Does not meet both criteria A & B</p>	<p style="text-align: center; font-size: 24px;">NO</p> <p>If no, please skip to box 5</p>				
<p>YES- Meets both criteria A & B</p>	<p>If yes, please fill out 1-5 with Executive name and compensation.</p>				
<p>4.1</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Executive Name</td> <td>Compensation</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Executive Name</td> <td>Compensation</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Executive Name</td> <td>Compensation</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Executive Name</td> <td>Compensation</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
4.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Executive Name</td> <td>Compensation</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	Executive Name	Compensation		
Executive Name	Compensation				
<p>5. PREPARED BY:</p> <p>Name: Katie Hannum Title: Director of Finance</p>					
<p>DATE: 4-18-2024</p>					
<p><i>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</i></p>					

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 Term of Agreement and Notice to Proceed. 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 Condition of Payment. 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 Confidentiality of State Information. 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 Continuity of Services. Intentionally Deleted.

2.12 Debarment and Suspension.

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 Default by State. Intentionally Deleted.

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:

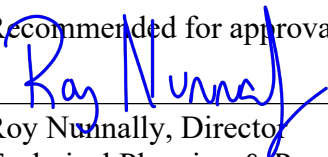

Mark Policinski (Apr 25, 2024 15:31 EDT)

Mark R. Policinski
Executive Director

Date: 04/22/2024

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:


Roy Nunnally, 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

Joseph M. Habig (for)
Acting Director, State Budget
Agency

Date: _____

STATE OF INDIANA
Department of Administration

Dr. Rebecca Holwerda, Commissioner (for)

Date: _____

Approved as to Form and Legality:

Attorney General Theodore E. Rokita (for)

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

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

**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-Middletown-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) Consultation on Transportation Plan and Transportation Plan Amendment Conformity Process

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) Consultation and Notification Procedures for Conformity Analysis of TIP and TIP Amendments

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 makes 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 Agreement

Among

The Ohio-Kentucky-Indiana Regional Council of Governments (OKI);

The Butler County Regional Transit Authority (BCRTA);

City of Cincinnati for the Cincinnati Streetcar

The Clermont Transportation Connection (CTC);

Middletown Transit Services (MTS);

The Southwest Ohio Regional Transit Authority (SORTA);

The Warren County Transit Service (WCTS);

And

The Ohio Department of Transportation (ODOT)

I. Purpose:

To develop, design, and implement standard procedures of operation and coordination amongst the public transportation operators, Metropolitan Planning Organizations (MPO(s)), and the Ohio Department of Transportation (ODOT) concerning the performance based planning process, including coordination on: data collection, data analysis, data sharing, target setting, reporting of targets and target achievement, data collection for the National Highway System (NHS) Asset Management Plan, the Transit Asset Management (TAM) Plan and the Public Transportation Agency Safety Plans (PTASP), pursuant to 23 CFR 450; 23 CFR 490; 49 CFR 625; 49 CFR 630; & 49 CFR 673. The measures addressed include: highway and transit safety, bridge condition, pavement condition, system reliability, freight movement, TAM, and Congestion Mitigation and Air Quality (CMAQ). This document will serve as a Memorandum of Understanding, hereafter referred to as "Agreement," between all parties for all the contents and implementation processes presented herein.

II. Introduction:

This Agreement documents the coordination and consensus among The Ohio-Kentucky- Indiana Regional Council of Governments (OKI), hereafter referred to as "the MPO"; The Butler County Regional Transit Authority (BCRTA), City of Cincinnati for the Cincinnati Streetcar, The Clermont Transportation Connection (CTC), The Middletown Transit System (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 performance based transportation planning and programming process for the OKI metropolitan planning area designated to OKI by the Governor of the State of Ohio.

The City of Cincinnati hereby joins in this Agreement solely on behalf of the Cincinnati Streetcar (a.k.a. "The Cincinnati Bell Connector"). This Agreement shall not apply to and will not be binding or enforceable against any other City of Cincinnati department, entity, or agency.

The MPO, the Public Transit Operator(s), and ODOT agree to collectively conduct a continuing, comprehensive, and cooperative metropolitan transportation planning process for the OKI metropolitan planning area to establish performance targets pursuant to 23 USC 134.

III. National Goals and Ohio's Commitment to Performance Based Planning:

Public transportation operators, the MPO, and ODOT will engage in performance-based planning and programming processes that result in transportation plans, programs, and projects that support the national goals of performance based planning pursuant to 23 USC 150(b) and the general purposes outlined in 49 USC 5301. The Federal-aid highway program national goals to be addressed are:

- A. Safety: To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- B. Infrastructure condition: To maintain the highway infrastructure asset system in a state of good repair.
- C. Congestion reduction: To achieve a significant reduction in congestion on the National Highway System.
- D. System reliability: To improve the efficiency of the surface transportation system.
- E. Freight movement and economic vitality: To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- F. Environmental sustainability: To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- G. Reduced project delivery delays: To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

In addition, federal-aid public transportation through the US Dept. of Transportation defines several specific safety and asset management goals. The federal assistance program for public transportation performance-based management is focused on asset management "state of good repair" and public safety. The goals are specified under 49 U.S.C. §5301(b) & 49 U.S.C. §5329(d)(1)(E):

- A. §5301(b):
 - 1. Provide funding to support public transportation;
 - 2. Improve the development and delivery of capital projects;
 - 3. Establish standards for the state of good repair of public transportation infrastructure and vehicles;
 - 4. Promote continuing, cooperative, and comprehensive planning that improves the performance of the

transportation network;

5. Establish a technical assistance program to assist recipients under this chapter to more effectively and efficiently provide public transportation service;
6. Continue Federal support for public transportation providers to deliver high quality service to all users, including individuals with disabilities, seniors, and individuals who depend on public transportation;
7. Support research, development, demonstration, and deployment projects dedicated to assisting in the delivery of efficient and effective public transportation service, and;
8. Promote the development of the public transportation workforce.

B. §5329(d)(1)(E):

1. "performance targets based on the safety performance criteria and state of good repair standards established under subparagraphs (A) and (B), respectively, of subsection (b)(2)."

IV. Highway Safety Improvement Program:

A. ODOT and the MPO will establish annual targets for the following measures:

- i. Safety Performance Targets - 23 CFR 490.207(a)(1-5):
 - a. Number of fatalities;
 - b. Rate of fatalities;
 - c. Number of serious injuries;
 - d. Rate of serious injuries;
 - e. Number of non-motorized fatalities and non-motorized serious injuries.

B. ODOT and the MPO agree to use the following data source:

- i. The Ohio Department of Public Safety (ODPS) Statewide Crash Report System.
 - a. ODOT will make this data available to the MPO annually concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption:

- i. ODOT will coordinate with MPOs when establishing statewide targets.
- ii. ODOT will establish statewide targets by August 31st of each year.
- iii. ODOT will formally notify MPOs of the annual statewide targets.
- iv. The MPO will establish targets annually by Board resolution and submit to ODOT's Office of Statewide Planning and Research by February 27th
- v. The MPO will establish targets by either:

- a. Agreeing to plan and program projects so that they contribute toward the accomplishment of ODOT's safety target (i.e., support the State target), or;
- b. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

V. Pavement and Bridge Condition:

- A. ODOT and the MPO will establish targets for the following pavement and bridge condition measures:
 - i. Pavement Asset Performance Targets - 23 CFR 490.307(a)(1-4):
 - 1. Percentage of interstate pavement in good condition;
 - 2. Percentage of interstate pavement in poor condition;
 - 3. Percentage of non-interstate NHS pavement in good condition;
 - 4. Percentage of non-interstate NHS pavement in poor condition.
 - ii. Bridge Asset Performance Targets - 23CFR 490.407(c)(1-2):
 - 1. Percentage of NHS bridges classified as good condition;
 - 2. Percentage of NHS bridges classified as poor condition.
- B. ODOT and the MPO agree to use the following data source:
 - i. Pavement condition shall be analyzed using the Highway Performance Monitoring System (HPMS) Database;
 - ii. Bridge condition shall be analyzed using the National Bridge Inventory (NBI) Database.
 - iii. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
- C. Target Adoption:
 - i. ODOT will coordinate with MPO when establishing statewide targets.
 - ii. ODOT established 2-year and 4-year statewide targets by May 20, 2018 for the first performance period.
 - iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
 - iv. The MPO established 4-year targets by Board resolution and submitted such resolution to ODOT's Office of Statewide Planning and Research by November 16, 2018 for the first performance period.
 - v. In subsequent performance periods, ODOT will establish 2-year and 4-year statewide targets by October 1st. ODOT will coordinate with MPO when establishing statewide targets. ODOT will formally notify the MPO of the 2-year and 4-year statewide targets.
 - vi. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and will submit such targets to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.

1. The MPO will establish targets by either: Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or,
2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adjustments:

- i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490.105 (e)(6).
 1. If ODOT adjusts established statewide 4-year targets, MPO will be formally notified of the change.
 2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s), or commit to a new quantifiable 4-year target for its metropolitan planning area by Board resolution and submitting such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid- Performance Period Report, regardless of whether or not ODOT adjusts its 4-year target(s).
 1. The MPO will establish such target(s) by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
 2. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.

VI. System Performance, Freight Movement, and CMAQ - Traffic Congestion and Emissions:

- A. ODOT and the MPO will establish targets for the following measures:
 - i. System Performance [23 CFR 490.507(a)(1-2)]:
 1. Percent of the person-miles traveled on the Interstate that are reliable (Interstate Time Travel Reliability (TTR));
 2. Percent of the person-miles traveled on the Non-Interstate NHS that are reliable (Non-Interstate NHS TTR).
 - ii. Freight Movement [23 CFR 490.607]:

1. Truck Travel Time Reliability Index (TTTR).
 - iii. CMAQ Traffic Congestion [23 CFR 490.707(a-b)]:
 1. Annual Hours of Peak Hour Excessive Delay per Capita (PHED).
 2. Percent of Non-Single Occupant Vehicle travel (Non-SOV).
 - iv. CMAQ Emissions [23 CFR 490.807]:
 1. Total emission reduction for all projects funded by the CMAQ program, of each criteria pollutant and applicable precursors (Particulate Matter, 2.5 micrometers or less (PM_{2.5}), Volatile Organic Compound (VOC), and Nitrogen Oxides (NO_x)).
- B. ODOT and the MPO agree to use the following data source and methodology:
- i. Interstate TTR, and Non-Interstate NHS TTR, TTTR, and PHED shall be analyzed using the National Performance Management Research Data Set (NPMRDS).
 1. For the calculation of PHED, ODOT and the MPO agree to use the weekday afternoon period measure of: 4:00PM - 8:00PM.
 - ii. Non-SOV travel shall be analyzed using the American Community Survey (the MPO will decide whether to use 1-year or 5-year datasets for their perspective agreements)
 - iii. Total emissions reduction shall be analyzed using the Federal Highway Administration's Congestion Mitigation and Air Quality (FHWA CMAQ) Public Access System Database.
 - iv. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
- C. Target Adoption for System Reliability, Freight Movement, and CMAQ Emissions:
- i. ODOT will coordinate with MPOs when establishing statewide targets.
 - ii. ODOT established 4-year statewide targets for non-Interstate TTR; and 2-year and 4-year statewide targets for Interstate TTR, TTTR, and total emissions reduction by May 20, 2018 for the first Performance Period.
 - iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
 - iv. The MPO established 4-year targets for Interstate and non-Interstate NHS TTR and TTTR by November 16, 2018 for the first performance period.
 - v. The MPO established Total Emissions Reduction appropriate 2-year and 4-year targets for each applicable pollutant or precursor by November 16, 2018 for the first performance period.
 - vi. In subsequent performance periods, ODOT will coordinate with the MPO when establishing statewide targets. ODOT will establish statewide targets by October 1st targets.

- vii. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi- state MPOs, the establishment of statewide targets that occurs last.
- viii. The MPO will establish targets either by:
 1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or
 2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adoption for Non-SOV and PHED:

- i. ODOT and the MPO collaboratively established a single 2-year and 4- year target for the percent of non-SOV travel and a 4-year target for PHED in each the urbanized area by May 20, 2018 for the first performance period.
- ii. In subsequent performance periods, ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and PHED in each applicable urbanized area by October 1st.
- iii. MPOs will establish such target by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research by May 20th in each year a performance target is due.

E. Target Adjustments for System Reliability, Freight Movement, and CMAQ Emissions:

- i. ODOT may adjust established statewide 4-year targets in the Mid- Performance Period Report pursuant to 23 CFR 490.105(e)(6).
 1. If ODOT adjusts established statewide 4-year targets, the MPO will be formally notified of the change.
 2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s) or commit to a new quantifiable 4-year target for its metropolitan planning area. The target(s) will be established by Board resolution and the MPO shall submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid- Performance Period regardless of whether ODOT adjusts its established statewide 4-year target(s).

1. The MPO will establish the target(s) by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.

F. Target Adjustment for Non-SOV and PHED:

- i. ODOT and the MPO may jointly develop and agree upon adjustments to the establish 4-year target(s) for each applicable urbanized area in the Mid-Performance Period Report.
 1. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.
- ii. The MPO must adopt such joint adjustment by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research on or before October 1st of each year a performance target is due.

VII. Transit Asset Management Performance Targets:

A. Definitions [49 CFR 625.5).

- i. Recipient means an entity that receives Federal financial assistance under 49 USC Chapter 53, either directly from the Federal Transit Administration (FTA) or as a sub-recipient.
- ii. Direct Recipient means an entity that receives Federal financial assistance directly from the FTA.
- iii. Sub-recipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.
- iv. Sponsor means a State, a designated recipient, or a direct recipient that develops a group TAM for at least one Tier II provider.
- v. Tier I provider means a recipient that owns, operates, or manages either:
 1. one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or;
 2. rail transit.
- vi. Tier II provider means a recipient that owns, operates, or manages:
 1. one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode;
 2. a sub-recipient under the 5311 Rural Area Formula Program, or;
 3. is any American Indian tribe.

- B. Tier I and Tier II public transportation operators that receive Chapter 53 funding were required to create an initial individual TAM plan by October 1, 2018; all Sec. 5311 and 5310 recipients or sub-recipients will participate in ODOT's TAM plan. TAM plans will be updated by these providers at a minimum of every 4 years and in concert with development of the

Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP). Tier II providers have the option of participating in completion of a group TAM plan developed by a sponsor. Each TAM will cover a four-year horizon. TAMs for Tier I providers will include components i-ix below while TAMs for Tier II providers will include only components i-iv [49 CFR 625.43]. Sub-recipients that operate closed-door service not open to the general public or a segment of the general public are not subject to the TAM requirements. This agreement specifies that all FTA federal aid recipients and sub-recipients receiving chapter 53 funding are designated as public transit operators, and are referenced as "the Public Transit Operator(s)," as expressed in this agreement.

C. Components of a TAM Plan:

- i. Inventory of capital assets owned, except equipment with an acquisition value under \$50,000 that is not a service vehicle;
- ii. Condition assessment of inventoried assets for which a provider has direct capital responsibility;
- iii. Description of analytical processes or decision support tools used to estimate capital needs and prioritization;
- iv. Project-based prioritization of investments;
- v. A provider's TAM and state of good repair (SGR) policy;
- vi. A provider's TAM plan implementation strategy;
- vii. A description of key TAM activities that a provider plans to engage in during the TAM plan horizon period.
- viii. A summary or list of resources, including personnel, that a provider needs to develop and carry out the TAM plan;
- ix. A provider's outline of how it will monitor, update and evaluate the TAM plan and related business practices to ensure ongoing improvement of its TAM management practices.

D. The following State of Good Repair performance measures for capital assets are to be used as applicable in all TAM plans [49 CFR 625.43]:

- i. Equipment: (non-revenue) service vehicles. Percentage of vehicles that have met or exceeded their Useful Life Benchmarks (ULB).
- ii. Rolling stock: Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.
- iii. Infrastructure: rail fixed-guideway, track, signals, and systems. The percentage of track segments with performance restrictions.
- iv. Facilities. Percentage of facilities within a particular asset rated below condition 3 on the Transit Economic Requirements Model (TERM) scale.

E. Setting Performance Targets:

- i. Tier I and II providers, in coordination with sponsors as appropriate, established asset class initial targets for each of the applicable performance measures by January 1, 2017 for the following fiscal

year [49 CFR 625.45]. Future targets will be set at least once every fiscal year by January 1st [49 CFR 625.45].

- ii. Providers, sponsors, MPOs and ODOT will coordinate to the extent practicable in the selection of TAM targets.
- iii. MPOs will establish performance targets not later than 180 days after the provider(s) of public transportation establishes their initial performance targets.
- iv. MPO TAM targets are not required to be updated annually, but must be revisited when the MPO updates its MTP and/or TIP.

F. Each Tier I provider and Tier II sponsor agree to submit annual Asset Inventory Module (AIM) data, TAM targets, and narrative reports to the National Transit Database (NTD). On behalf of its participants, sponsors will submit one consolidated annual AIM data report, one consolidated targets report, and one consolidated annual condition assessment narrative report to the NTD. The narrative reports will provide information on transit agency asset conditions, changes from the previous year, and progress made in achieving targets. Submissions will occur by October 1st annually. The first AIM and targets were developed in 2018 and the first narrative report in 2019 [49 CFR 625.55].

G. Each Tier I and Tier II provider agree to maintain records and documents that support the TAM plan. These providers will also make such records including the TAM plan, performance targets documentation, investment strategies, and annual condition assessment reports available to the MPO and ODOT [49 CFR 625.53].

VIII. Public Transportation Agency Safety Plans (PTASP)

- A. Each operator of a public transportation system will develop and implement a Public Transportation Agency Safety Plan that meets the requirements of part 673 in Title 49 of the Code of Federal Regulations and [49 U.S.C. 5329\(d\)](#) including:
 - i. Approval by the transit agency's board of directors, or an equivalent entity, and a signature from the transit agency's Accountable Executive;
 - ii. Documented processes and procedures for a Safety Management System (SMS), which would include a Safety Management Policy, a process for Safety Risk Management, a process for Safety Assurance, and Safety Promotion;
 - iii. Performance targets based on the safety performance measures set out in the National Public Transportation Safety Plan;
 - iv. Compliance with FTA's Public Transportation Agency Safety Plan and FTA's Public Transportation Safety Program; and
 - v. A process and timeline for conducting an annual review and update of the plan. In addition, rail transit agencies would be required to include an emergency preparedness and response plan in their Public Transportation Agency Safety Plans.

- B. Each agency will develop performance targets using data from the National Transit Database for the following Safety Performance Measures-National Public Transportation Safety Plan:

Number of safety events;

Rate of safety events;

Number of injuries;

Rate of injuries;

Number of fatalities;

Rate of fatalities;

System Reliability

Annual review of targets will be conducted by the agencies.

- C. Each transit agency will make its safety performance targets available to OKI to aid in the planning process. OKI will develop and adopt by Board resolution regional transit safety performance targets in coordination with the agencies within 180 days of PTASP completion. OKI will review annually and update as necessary but at minimum during each update of the MTP and TIP.

IX. Transportation Performance Reporting

A. Metropolitan Transportation Plan (MTP):

- i. Timeline: (the following dates are provided as historical reference. The MPO has met these obligations)

1. FHWA safety measures on or after May 27, 2018.
2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.
3. FTA TAM metrics on, or after October 1, 2018.

- ii. MTPs amendments and updates must include:

1. A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 CFR 450.306(d) [23 CFR 450.324(f)(3)].
2. A system performance report that evaluates the condition and performance of the transportation system with respect to the performance targets in accordance with 450.306(d) [23 CFR 450.324(f)(4)].
 1. The System performance report must include:
 - i. Condition and performance of the transportation system with respect to the targets [23 CFR 450.324(f)(4)].
 - ii. Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data [23 CFR 450.324(f)(4)(i)].
 - iii. For metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has

improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs necessary to achieve the identified performance targets [23 CFR 450.324(f)(4)(ii)].

- iv. The MPOs shall report vehicle miles traveled (VMT) estimate and methodology if a quantifiable rate target was established.
- v. Once Transportation Performance Management (TPM) is included in the MPO MTP, the TPM information in the MTP only needs to be updated at the normal MTP updates (at either 4 or 5 years). The update shall include updated performance targets and the progress achieved by the MPO in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data.

B. Reporting in the TIP:

- i. Timeline: (the following dates are provided as historical reference. The MPO has met these obligations)
 - 1. FHWA safety measures on or after May 27, 2018;
 - 2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.
 - 3. FTA TAM metrics on, or after October 1, 2018.
- ii. TIP amendments and updates must include, to the maximum extent practicable:
 - 1. A description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets. (23 CFR 450.326).

C. NHS Asset Management Plan:

- i. Pavement Condition:
 - 1. ODOT surveys Ohio's entire federal aid highway system pavement condition (inclusive of the non-Interstate NHS) on a two year cycle. Pavement condition data is maintained in a variety of databases including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with pavement condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.7(f); & 23 CFR 450.314(h)].
- ii. Bridge Condition:
 - 1. ODOT annually inspects all non-Interstate system NHS bridges which ODOT owns or has formally assigned

maintenance responsibilities. Local governments annually inspect all non- Interstate system NHS bridges they own. ODOT and local governments maintain long standing agreements for the local governments to provide ODOT the inspection results for locally owned bridges. ODOT maintains all bridge inspection data (including non- Interstate NHS bridge data) in multiple databases, including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with bridge condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.(f); & 23 CFR 450.314(h)].

D. CMAQ Performance Plan:

- i. MPOs serving a transportation management area (as defined in 23 USC134) with a population over 1,000,000 people representing a nonattainment or maintenance area shall develop a performance plan that:
 1. Includes an area baseline level for traffic congestion and on-road mobile source emissions for which the area is in nonattainment or maintenance;
 2. Describes progress made in achieving the air quality and traffic congestion performance targets described in 23 USC 150(d); and
 3. Includes a description of projects identified for funding under this section and how such projects will contribute to achieving emission and traffic congestion reduction targets.
- ii. The CMAQ performance plan shall be submitted to FHWA by the MPO and ODOT, and be updated biennially on the same schedule as the State Biennial Performance Reports.
- iii. After the initial plan, Performance plans shall include a separate report that assesses the progress of the program of projects under the previous plan in achieving the air quality and traffic congestion targets of the previous plan.
- iv. Contents of the CMAQ Performance Report:
 1. ODOT's Baseline Performance Period Report completed by October 1, 2018 for the first performance period included:
 - a. Baseline condition/performance for CMAQ traffic congestion and total emissions measures.
 - b. A description of projects identified for CMAQ funding and how the projects will contribute to achieving emission and traffic congestion targets
 2. ODOT's Mid-Performance Period Report completed by October 1, 2020 included:
 - a. 2-year condition/performance for CMAQ traffic congestion and total emissions measures

- b. 2-year progress assessment in achieving performance targets for CMAQ traffic congestion and total emissions measures
 - c. If applicable, adjusted 4-year target
 - d. Update description of projects identified for CMAQ funding and their contribution to achieving the 4-year target
3. ODOT's Full Performance Period Report due by October 1, 2022; must include:
- a. 4-year condition/performance for CMAQ traffic congestion and total emissions measures
 - b. 4-year progress assessment in achieving performance 4-year targets for CMAQ traffic congestion and total emissions measures biennially thereafter

X. Updating, Modifying, or Termination the Agreement:

This Agreement constitutes the Transportation Performance Management Cooperative Procedures agreement between the parties, any changes or modifications to this Agreement shall be made and agreed to in writing by all parties.

XI. Signatures:

Any person executing this Agreement in a representative capacity hereby warrants 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 fax or e-mail. Each party hereto shall be entitled to rely upon a pdf or facsimile signature of any other party delivered in such a manner as if such signature were an original.

XII. Appendix A:

Appendix A: details the breakdown of each performance measure under 23 CFR 490, and is meant as a quick reference guide. Appendix A lists each performance measure, the network applicability, the data source for each performance measure, applicability by geography, responsible agency for target setting, critical dates for performance period 1, reporting methodology, and required coordination in work outputs.

Appendix A: Ohio Performance Based Planning MPO / Public Transit Operator / ODOT Agreement Addendum

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*										
Schedules										
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation		
				State	MPOs					
Safety	Number of Fatalities	All Public Roads	ODPS sourced STW crash data - rolling 5 year average	Ohio All MPOs	ODOT STW targets, annually, by August 31st	Reported in HSIP report annually by August 31st	MTP (System Performance Report) and TIP updates or amendments after May 27, 2018	ODOT provides OOPS sourced crash data to MPOs		
	Rate of Fatalities					MPOs establish targets annually by 2/27 by either supporting statewide target or committing to quantifiable target for MPA				
	Number of Serious Injuries									
	Rate of Serious Injuries									
	Number of Non-motorized Fatalities and Non-motorized Serious Injuries									
Pavement Condition	Percentage Interstate System pavements in Good condition	Interstate System	HPMS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	Baseline due: 10/ 1/ 2018*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides pavement HPMS sourced data to MPOs		
	Percentage Interstate System pavements in poor condition					Mid due: 10/1/ 2020 *				
	Percentage of non-Interstate NHS pavements in Good condition					Full due: 10/1/ 2022*				
	Percentage of non - Interstate NHS pavements in Poor condition					LRSTP &STIP updates or amendments after May 20, 2019				

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*

Schedules										
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation		
				State	MPOs					
Bridge Condition	Percentage of NHS bridges classified as in Good condition	NHS	NBI	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NBI sourced data to MPOs	
	Percentage of NHS bridges classified as in Poor condition				LRSTP & STIP updates or amendments after May 20, 2019					
NHSTTR	Percent of Person-Miles Traveled on the Interstate System that are Reliable	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018 * Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs	
	Percent of Person-Miles Traveled on the Non-Interstate System that are Reliable	NHS Non-Interstate			ODOT establishes 4 yr. STW target by 5/20/18*	LRSTP & STIP updates or amendments after May 20, 2019				
Freight - TTTR	Truck Travel Time Reliability Index: The sum of maximum TTTR for each segment,	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18*	Baseline due: 10/1/2018* Mid due: 10/1/2020*	MTP (System Performance Report) and TIP updates or	ODOT provides NPMRDS sourced data sets to MPOs	

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*

Schedules										
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation		
				State	MPOs					
divided by total Interstate miles					by either supporting statewide targets or committing to quantifiable targets for MPA	Full due: 10/1/2022* LRSTP & STIP updates or amendments after May 20, 2019	amendments after May 20, 2019			
Peak Hour Excessive Delay	NHS	NPMRDS & Census or FHWA approved urbanized area pop.	Urbanized Areas (see PHED_Non SOV worksheet)	State DOTs and MPOs collaborate to establish a single 4 year target for each applicable urbanized area, by May 20, 2018*.		Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs		
						LRSTP & STIP updates or amendments after May 20, 2019	CMAQ Performance Report due for each ODOT biennial report	States and MPOs to agree on the afternoon peak hours of 4:00 - 8:00 p.m.		

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*

Schedules

Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation
				State	MPOs			
Non-SOV Travel	N/A	American Community Survey (or focal travel survey or system use measurement)	Urbanized Areas (see PHED_NonSOV worksheet)	ODOT and MPOs collaborate to establish a single, unified 2 and 4 year target for each applicable urbanized area, by May 20, 2018*.	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPM RDS sourced data sets to MPOs	
								LRSTP & STIP updates or amendments after May 20, 2019
Total CMAQ Emissions	N/A	FHWACMAQ Public Access System	Ohio AMATS BHJ ERPC LCATS MORPC MVRPC NOACA OKI SCATS	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT and MPOs utilize FHWACMAQ Public Access System database.	
								LRSTP & STIP updates or amendments after May 20, 2019

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*

		Schedules						
Measure	Network	Data Source	Applicable Areas	Target Setting		MPO Reporting	State Reporting	Consultation
				State	MPOs			
Transit Asset Management Plan	N/A	National Transit Database	Transit Operator Capital Assets	<p>Applicable transit Tier I & II providers will establish a state of good repair targets by 01/01/17 (& Annually by January 1st) and TAM Plans by 10/01/2018 (& Annually by January 1st).</p> <p>Participants under the State's TAM Plan will submit their data annually to their TAM Sponsor in a time frame applicable to the transit provider and the TAM sponsor.</p> <p>MPOs must establish targets within 180 days of the initial public transit operator(s) targets; targets should be revisited with each MTP/TIP update, made after October 1, 2018.</p>	<p>LRSTP & STIP updates or amendments after October 1, 2018</p> <p>MTP and TIP updates or amendments after October 1, 2018.</p>	<p>Applicable Tier I & II providers will coordinate state of good repair data with their MPOs</p>		
NHS Asset Management Plan	Interstate NHS system	TIMS	ODOT	N/A	N/A	State will provide pavement and bridge data to MPOs upon request	ODOT and MPOs coordinate data by consultation	
CMAQ Performance Plan	Interstate NHS system	CMAQ Public Access System	Applicable MPOs	N/A	N/A	ODOT Includes CMAQ Plans in biennial reports	Applicable MPOs submit CMAQ plans To ODOT by October 1st	CMAQ Reports due biennially

..Applicable to Performance Period 1 Only

Public Transportation Agency Safety Plans (PTASP) and Performance Targets

Measures		Network	Data Source	MPO	Transit System Provider	State Reporting	MPO Reporting
Safety Events	Total number of reportable events	All public roads and streetcar lines	Nation Transit Database (NTD)-rolling 5 year average	MPOs are required to set initial safety targets no more than 180 days after receipt of the transit safety plans from agencies which include the agency targets	The transit system will review and update the safety performance targets annually.	STIP updates or amendments	TIP updates or amendments
	Rate per total vehicle revenue miles by mode						
Injuries	Total number of reportable injuries						
	Rate per total vehicle revenue miles by mode						
Fatalities	Total number of reportable fatalities						
	Rate per total vehicle revenue miles by mode						
System Reliability	Mean distance between major mechanical failures by mode						

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio Department of Transportation (ODOT)

Agent Name: Jack Marchbanks

Agent Title: Director

Address: 1980 W. Broad St. Columbus, Ohio 43223

Phone Number: (614) 466-2336

Agency Website Address: <http://www.dot.state.oh.us/pages/home.aspx>
(If Applicable)



Date: 3/26/2021

The Ohio Department of Transportation (ODOT) Representative

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

Agent Name: Mark R. Policinski

Agent Title: CEO/Executive Director

Address: 720 East Pete Rose Way, Suite 420 Cincinnati, Ohio 45202-3576

Phone Number: (513) 621-6300

Agency Website Address: www.oki.org



Date: Mar 8, 2021

The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Representative

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Butler County Regional Transit Authority (BCRTA)

Agent Name: Matt Dutkevicz

Agent Title: Executive Director

Address: 3045 Moser Court, Hamilton, Ohio 45011

Phone Number: (513) 785-5237

Agency Website Address: <http://www.butlercountyrta.com/>
(If Applicable)



Date: Feb 9, 2021

The Butler County Regional Transit Authority (BCRTA) Representative

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Clermont Transportation Connection (CTC)

Agent Name: Phil Pumphrey

Agent Title: Director

Address: 4003 Filager Rd. Batavia, Ohio 45103

Phone Number: (513) 732-7577

Agency Website Address: <https://ctc.clermontcountyohio.gov/>

Phil Pumphrey

Phil Pumphrey (Feb 16, 2021 15:03 EST)

Feb 16, 2021

Date: _____

The Clermont Transportation Connection (CTC) Representative

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: City of Cincinnati for the Cincinnati Streetcar

Agent Name: Paula Boggs Muething

Agent Title: City Manager

Address: 801 Plum Street, Cincinnati Ohio 45202 Cincinnati, Ohio 45202

Phone Number: (513) 352-3742

Agency Website: cincinnati-oh.gov/streetcar

Paula Boggs Muething
Paula Boggs Muething (Mar 24, 2021 13:49 EDT)

Date: Mar 24, 2021

The City of Cincinnati for the Cincinnati Streetcar Representative

T. Jeric
Travis W. Jeric (Mar 1, 2021 10:12 EST)

Mar 1, 2021

Travis Jeric
City of Cincinnati – Streetcar Director

Approved as to form:

Jeremy Seeborn
Jeremy Seeborn (Mar 1, 2021 10:04 EST)

Mar 1, 2021

Assistant City Solicitor

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: Middletown Transit Services (MTS)

Agent Name: James Palenick

Agent Title: City Manager

Address: C/O BCRTA; 3045 Moser Court, Hamilton, Ohio 45011

Phone Number: (513) 425-1856

Agency Website Address: <http://www.butlercountyrta.com/schedules-maps/middletown-routes>


James Palenick (Feb 16, 2021 11:58 EST) _____ Date: Feb 16, 2021
The Middletown Transit Service (MTS) Representative

Approved as to form:

Susan Cohen
Susan Cohen (Feb 16, 2021 14:49 EST) _____

Administrative Services Director

Title

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Southwest Ohio Regional Transit Authority (SORTA)

Agent Name: Darryl Haley

Agent Title: CEO and General Manager

Address: 525 Vine Street, Suite 500, Cincinnati, Ohio 45202

Phone Number: (513) 632-7510

Agency Website Address: <http://www.go-metro.com/>



Date: Feb 17, 2021

The Southwest Ohio Regional Transit Authority (SORTA) Representative

**Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO, Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Warren County Transit Service (WCTS)

Agent Name: Susanne Mason

Agent Title: Program Manager

Address: 406 Justice Dr., Lebanon, Ohio 45036

Phone Number: (513) 695-1210

Agency Website Address: <http://www.co.warren.oh.us/transit/>
(If Applicable)


Susanne Mason (Feb 22, 2021 11:06 EST)

Date: Feb 22, 2021

The Warren County Transit (WTS) Service Representative

**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**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

CEO/EXECUTIVE DIRECTOR

DATE:

[Signature]

*7/14/18
Transit
Agency
Contract
5/23/18*

SECRETARY, TRANSPORTATION
CABINET

DATE:

[Signature]
5/3/18

**TRANSIT AUTHORITY OF
NORTHERN KENTUCKY**

GENERAL MANAGER

DATE:

[Signature]

3/12/2018

APPROVED AS TO FORM & LEGALITY

OFFICE OF LEGAL SERVICES
TRANSPORTATION CABINET

DATE:

[Signature]
4/23/18

[Faint blue stamp]

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 Fixing America's Surface Transportation (FAST) Act, in regards 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 environmental justice requirements, and input to all stages of the transportation planning process.
- Pursuing the recommendations of the *OKI Regional 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 of 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 in order to account for development changes and/or forecasts and policies identified through the surveillance element. Every four years the transportation plans are subjected 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 Regional 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.