



EXECUTIVE COMMITTEE MEETING

March 13, 2025

10:30 A.M.

**OKI Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, OH 45202**

<https://www.oki.org/>

lplatt@oki.org

ITEM #1B:

Approval of February 13, 2025, Executive
Committee Meeting Minutes

(Motion to approve and/or amend minutes)

Executive Committee Meeting Minutes
Ohio-Kentucky-Indiana Regional Council of Governments
February 13, 2025 – 10:30 a.m.

Attendance record for OKI board members along with guests and staff follows the minutes.

Item #1A - Administrative

OKI Board President Josh Gerth called the meeting to order at 10:32 a.m. Trustee Ann Becker, of West Chester led the Pledge of Allegiance. President Gerth reminded everyone to sign in, silence cell phones and to state your name clearly when making a motion, second or comment. He also noted that since this is an executive committee meeting, only those members or their alternates may make a motion, second or vote.

President Gerth began the meeting stating he was honored to be a part of the OKI board of directors and serving as its president. He thanked board members Shannon Hartkemeyer, Butler Co. Association of Township Trustees and Clerks and Sharmili Reddy, Planning and Development Services of Kenton Co. for providing their advice to members during board orientation, which was held prior to the meeting.

Item #1B - Approval of January 9, 2025, Board of Directors meeting minutes

President Gerth requested approval of the January 9th Board of Directors meeting minutes as distributed. Shannon Hartkemeyer, Butler Co. Association of Township Trustees and Clerks provided a motion with a second from Council member, Susan Vaughn, City of Hamilton; motion passed.

Item #1C - CEO's Report

Mr. Mark Policinski began his comments thanking everyone for their support and record attendance at the OKI Annual Luncheon at Turfway Park last month.

He celebrated the opening of the I-471 bridge, which opened a month earlier than scheduled. He thanked ODOT, the City of Cincinnati and the crews that worked relentlessly on the project.

He mentioned President Trump's recent actions addressing environmental justice policies and practices which includes rescinding the Clinton-era EO 12898 that first directed federal agencies to identify and address disproportionate effects of programs, policies, and activities on minority and low-income populations; along with rescinding the Biden-era Justice40 program that targeted funding to disadvantaged communities.

Since OKI is a federally designated organization, we are awaiting final guidance regarding EJ practices and will keep the board informed of such. He noted that OKI's Environmental Justice Committee has been an active and decorated committee.

Item #1D - Finance Officer's Report

Director of Finance, Ms. Katie Hannum, stated copies of the Finance Officer's Report were distributed in advance with a printed copy at members' seats. Ms. Hannum reported on the Council's financing activities, as of February 7, 2025, OKI had:

\$542,666 in the PNC Bank Commercial Checking Account

\$29,124 in the PNC HSA/FSA Checking Account

\$1,009,629 in the STAR Ohio Money Market Mutual Fund Account

Ms. Hannum reported there has been no recent activity on OKI's line of credit, and that there is no outstanding balance at report date. She further reported on Balance Sheet, Revenue and Expense information.

President Gerth requested a motion to approve the financial report. Judge Executive Kris Knochelmann, Kenton County provided a motion with a second from Shannon Hartkemeyer, Butler Co. Association of Township Trustees and Clerks; motion passed.

Item #2 – OKI Project Prioritization Process Update – For Information Only

Deputy Executive Director, Bob Koehler shared that there are some changes he wished to share with the executive committee about the Project Prioritization Process. He noted that this process is used to decide on the funding of transportation projects in the region. However, for it to be robust and effective, OKI evaluates the process after every cycle and makes necessary updates.

The changes are for Surface Transportation Block Grants (STBG), Congestion Management and Air Quality (CMAQ) and Transportation Alternatives (TA) grants. He stated the most significant changes are:

- OKI will not award new funding to any applicant that has 3 or more OKI funded projects that have slipped past their original programmed construction year (to incentivize more timely project delivery).
- STBG OH - Reduce maximum award from \$8M to \$6M
- SNK – Reduce maximum award from \$6.5M to \$5M
- Add considerations for flooding and landslides
- New **Pilot** Repaving Program

The Repaving Pilot Program will fund low-cost simple resurfacing projects with a maximum per project amount of \$800,000 (including a 20% contingency) for repaving projects for roads functionally classified within the urbanized boundary. Mr. Koehler provided a summary of the program overview approved by the ICC. They identified the number of jurisdictions that maintain arterials and collectors in the region, there are 80 in Ohio and 26 in Kentucky. OKI will target up to \$10M in Ohio and \$4M in Kentucky for the program. OKI will provide toll revenue credits for

Ohio projects. He noted, consistent with all our programs, this will be a competitive program and include modal factors and planning factors. The Repaving Pilot Evaluation Factors:

- Function Class
- Average Daily Traffic
- Existing Pavement Conditions
- Complete Streets
- History of Project Delivery
- Environmental Justice

Mr. Koehler said the next steps for staff include the updating of the application and guidance in preparation for the **Workshop on March 11**, which kicks off the application cycle. Applications will be due June 6. He also shared the Schedule as follows:

1/7/25	ICC presentation for discussion of proposed changes. No action requested
1/9/25	Land Use Committee meets. Includes directions on Local Planning and perhaps SRPP
2/11/25	Request concurrence on changes from ICC
2/13/25	Present to the Executive Committee
2/14/25	Staff prepares updated application and guidance documents
3/11/25	Workshop, Initiation of Call for Projects
6/6/25	Applications Due
7/7/25	Send Share file link to applications to ICC and EJ Committee
9/9/25	Prioritization Committee meets following ICC Meeting to discuss draft scores and develop recommended list of projects
10/7/25	Staff presents draft recommended list of projects to ICC
10/9/25	Staff presents recommended list of projects to Board for adoption

Item #3 – OKI Coordinated Public Transit – Human Services Transportation Plan

Mr. Brett Porter, OKI staff said Oki has been developing a Coordinated Plan since adoption in 2007 with subsequent updates including today's. The Plan guides decisions on the use of federal funding for enhanced mobility of seniors and individuals with disabilities. The program invests approximately \$2.1M per year. The key elements of the Plan are to assess transportation needs of disabled individuals and seniors, conduct an inventory of available transportation services, develop strategies to address gaps in service, coordinate efforts amongst specialized transportation providers to eliminate or reduce gaps in service and to prioritize implementation strategies.

He noted that the process for completing the update to the Coordinated Plan included establishing an oversight team to help review survey findings, complete a data assessment (of available services and identifying current transportation providers), complete agency profiles and agency perspective surveys to understand the needs of the transportation providers to enhance or expand services. OKI administered a mobility survey in the summer and fall of 2024 (both

online and paper copies) and received 381 responses from all 8 counties in the region (Hamilton Co. was where most responses were from).

From the survey, agency feedback and public meetings, OKI created a summary of Major Gaps in service. They included:

- A need for a resource library of transportation providers to help social service agencies and riders secure rides to appointments.
- Geography is a barrier to providing adequate transportation, including service outside of the I-275 loop and trips crossing county boundaries.
- There is a need for expanded hours of service during the week and on weekends to meet demand from riders.
- The costs associated with alternate forms of transportation such as Uber/Lyft are prohibitive.
- Passenger drop-off and pickup at medical facilities has become an encumbrance due to valet services.

Mr. Porter included a list of Identified Needs:

- Expand transportation availability.
- Improve transportation service through more coordination among providers.
- More service for people who use wheelchairs or who need physical assistance to travel.
- Operate transportation services for target populations during late nights and weekends.
- Increase the types of destinations offered.
- Integrate new technologies that improve mobility service accessibility and/or reduce operating costs.
- Establish a mobility manager in each county to improve awareness of mobility options and promote collaboration amongst transportation providers throughout the OKI region.
- Improve public perception of both public and private transportation.

President Gerth requested a motion for OKI Resolution 2025-04. A motion was provided by Tom Peck, Clermont County Township Association with a second from Susan Vaughn, City of Hamilton, motion passed.

Item #4 – Support of Transportation Safety Performance Measure Targets for the State of Ohio, Kentucky and Indiana and Update to KYTC Infrastructure Performance Targets

Mr. Brett Porter, OKI Staff, stated per the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the Fixing America's Surface Transportation (FAST) Act, States are mandated to establish a performance and outcome-based program for transportation decisions.

He said targets for five transportation safety performance measures are required, they are:

- 1.) Number of fatalities,
- 2.) Number of serious injuries

- 3.) Fatalities rate
- 4.) Serious injury rate
- 5.) Number of non-motorized fatalities and serious injuries as well as adjusted targets for the KYTC bridge conditions.

MPOs have 180 days following the establishment and reporting of State safety targets to determine whether to support those safety targets or establish their own targets. As in years past, OKI has elected to support each State's safety targets for the 2025 calendar year. Ohio's target for non-motorized fatalities and serious injuries has gone down, as have Kentucky's targets for total fatalities and fatality rate, total serious injuries, and four of five safety targets in Indiana.

During the mid performance period (2022-2026) states are eligible to adjust 4-year targets for infrastructure and congestion and system performance measures. Both Ohio and Indiana elected not to adjust their performance measures and Kentucky has elected to adjust 4-year targets for percentage of NHS bridges classified in both good and poor condition. They have elected to slightly decrease the target for bridges in good condition and slightly raise the target for bridges in poor condition.

President Gerth requested a motion for OKI Resolution 2025-05. Commissioner Bonnie Batchler, Clermont County provided a motion with a second from Roger Kerlin, Resident Member; motion passed.

Item #5 – Intermodal Coordinating Committee Report

OKI staff, Mr. Andy Reser provided a brief update of the ICC meeting held on February 11, 2025. He noted that the committee discussed and approved changes to the Project Prioritization Process for 2025. Additionally, an update on the draft FY26-29 TIP was provided and the committee approved a TIP administrative modification. Mr. Reser stated three resolutions were recommended for executive committee approval: 1). Coordinated Public Transit & Human Services Plan, 2). the Performance Measures and Targets and 3). Tip Amendment #13.

Item #6 – Amendment 13 of the OKI Fiscal Years 2024-2027 Transportation Improvement Program

Andy Reser stated Amendment 13 reflects all the Kentucky SNK and TA funded projects (will have design funds available in FY25).

Boone Co.: Adds the Weaver Rd. sidewalk and Conrad Ln. multi-use path

Campbell Co: Adds the Highland Heights US 27 multi-use path

Kenton Co.: Adds Ft. Wright Dixie Hwy sidewalk, Villa Hills Rogers Rd. pedestrian bridge and the Crestview Hills Thomas More Parkway resurfacing.

Transit: Increases the funding for a 2026 SORTA bus replacement grant from ODOT. Mr. Reser said all seven projects are exempt from air quality conformity requirements and he noted the draft amendment has been posted at oki.org since Jan. 29 with no public comments received to date.

President Gerth requested a motion to approve OKI Resolution 2025-06. Commissioner Stephanie Summerow Dumas provided a motion with a second from Mr. Karl Schulz, Resident member; motion passed.

Item #7 – Other Business

There was no other business from the floor.

Item #8 - Adjournment

President Gerth requested a motion to adjourn. Judge Executive Gary Moore, Boone County provided a motion with a second from Shannon Hartkemeyer; motion passed.

End of meeting 11:32 a.m.

[illegible]

County Planning Commissions (9)	First Name	Last Name	Exec. Comm. Alternate	Jan. 9 - Board	Feb. 13 - E.C.	Mar. 13 - E.C.	Apr. 10 - Board	May 8 - E.C.	June 12 - Board	Sept. 11 - E.C.	Oct. 9 - Board	Nov. 13 - E.C.
Boone Co. Planning Commission	Randy	Bessler		Y	Y							
Butler County Planning Commission	David C.	Fehr										
Campbell County Planning & Zonning Commission	Sharon	Haynes		Y	Y							
Clermont County Planning Commission	Darrin	Hinners										
Dearborn County Planning Commission	Nicole	Daily		E	E							
Hamilton County Regional Planning Commission	David	Okum	Steve Goodin	Y	Y							
Kenton County Planning Commission	Gailen	Bridges		Y								
PDS of Kenton County	Sharmili	Reddy	Andy Videkovich	Y	Y							
Warren County Regional Planning Commission	Ryan	Cook	Cameron Goschinski	Y	E							
Municipal Planning Commissions 40,000 + population (4)	First Name	Last Name	Exec. Comm. Alternate	Jan. 9 - Board	Feb. 13 - E.C.	Mar. 13 - E.C.	Apr. 10 - Board	May 8 - E.C.	June 12 - Board	Sept. 11 - E.C.	Oct. 9 - Board	Nov. 13 - E.C.
City of Cincinnati Planning Commission	Emily	Ahouse		Y	Y							
City of Fairfield Planning Commission	Greg	Kathman		Y								
City of Hamilton Planning Commission	Laura	Nelson		E	E							
City of Middletown Planning Commission	Claire	Fetters		Y	E							

Voting Ex-Officio Members (3)	First Name	Last Name	Exec. Comm. Alternate	Jan. 9 - Board	Feb. 13 - E.C.	Mar. 13 - E.C.	Apr. 10 - Board	May 8 - E.C.	June 12 - Board	Sept. 11 - E.C.	Oct. 9 - Board	Nov. 13 - E.C.
Indiana Department of Transportation	Chris	Wahlman	Terry Summers		Y							
Kentucky Transportation Cabinet	Robert	Yeager	Mike Bezold	Y	Y							
Ohio Department of Transportation	Doug	Gruver	Scott Brown	Y	Y							
Voting Ex-Officio Members (3)	First Name	Last Name	Exec. Comm. Alternate	Jan. 9 - Board	Feb. 13 - E.C.	Mar. 13 - E.C.	Apr. 10 - Board	May 8 - E.C.	June 12 - Board	Sept. 11 - E.C.	Oct. 9 - Board	Nov. 13 - E.C.
Butler County RTA	Christopher	Lawson	Matthew Dutkevicz		Y							
SORTA (Southwest Ohio Regional Transit Authority)	Darryl	Haley	Khaled Shammout	Y	Y							
TANK (Transit Authority of Northern KY)	Gina	Douthat	TBA	Y	Y							
Resident Members (20)												
Resident member	Craig	Beckley		Y	E	E						
Resident member, The Port	Laura N.	Brunner		Y								
Resident member	Jeff	Earlywine		Y	Y							
Resident member, Boone County Engineer	Rob	Franxman		Y	Y	E						
Resident member, Warren County Board of Commissioners	Shannon	Jones										
Resident member	Liz	Keating		E								
Resident member	Roger	Kerlin	Chris Reinersman	E	Y							
Resident member, Dearborn County Chamber of Commerce	Eric	Kranz		Y								
Resident member	Henry (Hank) E.	Menninger, Jr.		Y	Y							
Resident member, Cincinnati USA Regional Chamber	Pete	Metz		Y	Y							

Resident member	Pamela E.	Mullins		Y								
Resident member	Rick	Probst		Y	Y							
Resident member	Kenneth	Reed		Y	E							
Resident member	Sal	Santoro		E	Y							
Resident member	Karl B.	Schultz	Joe Braun	Y	Y							
Resident member	V. Anthony	Simms-Howell	Juliet Simms	Y	Y							
Resident member, Kenton Co. Public Works	Spencer	Stork		R	E							
Resident member	Thomas	Voss	Charlie Cleves	Y	Y							
Resident member, Southbank Partners	Will	Weber		E	Y							
Resident member, CVG Airport Authority	Melissa	Wideman		Y								
Other Elected Officials and Persons Responsible to Elected Officials from Special Purpose Districts (10)	First Name	Last Name	Exec. Comm. Alternate	<div>Jan. 9 - Board</div> <div>Feb. 13 - E.C.</div> <div>Mar. 13 - E.C.</div> <div>Apr. 10 - Board</div> <div>May 8 - E.C.</div> <div>June 12 - Board</div> <div>Sept. 11 - E.C.</div> <div>Oct. 9 - Board</div> <div>Nov. 13 - E.C.</div>								
Hamilton County Engineer	Eric	Beck		Y	Y							
Clermont Co. Board of Commissioners	Claire	Corcoran										
Clermont Co. Engineer	Jeremy	Evans										
Warren Co. Board of Commissioners	Tom	Grossman										
Dearborn Co. Engineer	J. Todd	Listerman			Y							
Clermont Co. Board of Commissioners	David	Painter		Y	E							
Hamilton Co. Board of Commissioners	Alicia	Reece		Y								
Hamilton Co. Board of Commissioners	Stephanie	Summerow Dumas			Y							
Warren County Engineer	Kurt	Weber										
Butler County Engineer	Gregory	Wilkens										

Guests

Jennifer Haley, Clermont BCC
Lauren O'Brien, Verdantas
Jeff Wallace, Woolpert
Andrew Aiello, SORTA
Victoria Strawbridge, Commissioner Driehaus
Veronica Hazelwood, City of Mason
Jay Fossett, Dayton, KY
Tim Acri, Covington, KY

OKI Staff

Lorrie Platt
Michael Outrich
Elizabeth Niese
Rachel Stuckey
Gabriela Waesch
Timothy Strautberg
David Shuey
Regina Fields
Taylor O'Rourke
Suzanne Parkey
Jersson Pachar
David Rutter
Katie Hannum
Toni Gleason
Samantha Sheppard
Liren Zhou
Travil Miller
Brett Porter
Hui Xie
Summer Jones
Robyn Bancroft
Andy Meyer

ITEM #2:

Advanced Air Mobility Update and Resolution

Resolution OKI 2025-07

ITEM #2: **AUTHORIZATION TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE ADVANCED AIR MOBILITY ELECTRICAL INFRASTRUCTURE PLANS FOR SOUTHWEST OHIO GENERAL AVIATION AIRPORTS**

DESCRIPTION: A selection committee, comprised of representatives from the Butler County Regional Airport-Hogan Field, City of Cincinnati, Clermont County Community & Economic Development, Middletown Airport, CVG, Duke Energy Corporation and OKI, is conducting an extensive review process to select a consultant team for the Advanced Air Mobility Electrical Infrastructure Plans for Southwest Ohio General Aviation Airports project. This item is to authorize the OKI CEO to execute a contract with the selected firm in an amount not to exceed \$105,000.

BACKGROUND: OKI often assists local jurisdictions to conduct transportation planning activities. With this project, OKI is partnering with five (5) publicly owned airports in calendar year 2025 to create an Advanced Air Mobility (AAM) Electrical Infrastructure Plan for each facility including a certified cost estimate and generalized site map. The intent is to provide each airport with a blueprint tailored to their facility's individual utility upgrade needs for the integration of electric vehicles both automotive and aircraft. With a plan and budget in place, each airport will be fully equipped to seek funding and implement their plans, thus being prepared to serve as leaders for the State of Ohio in this innovative transportation sector. Being prepared to accommodate AAM will leverage these existing public resources and position our region's airports for economic development growth opportunities. The five participating airports are:

Airport	Airport ID	County	Public Ownership
Butler County Regional Airport/ Hogan Field	HAO	Butler	Butler County Board of Commissioners
Cincinnati Municipal Airport/ Lunken Field	LUK	Hamilton	City of Cincinnati
Clermont County Airport	I69	Clermont	Clermont County Commissioners
Miami University Airport	OXD	Butler	Miami University
Middletown Regional Airport/ Hook Field	MWO	Butler	City of Middletown

AUTHORITY: The By-Laws permit the Council to engage the services of consultants to assist in accomplishing the objectives of the Council.

FUNDING: CPG Ohio Exclusive funds combined with funds from the participating airports' public owners and Duke Energy Corporation.

ACTION RECOMMENDED: Adoption of Resolution OKI 2025-07

EXHIBIT: Resolution OKI 2025-07

RESOLUTION**OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS****AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE
ADVANCED AIR MOBILITY ELECTRICAL INFRASTRUCTURE PLANS FOR
SOUTHWEST OHIO GENERAL AVIATION AIRPORTS**

WHEREAS, the local public agencies (Butler County Board of Commissioners, City of Cincinnati, Clermont County Board of County Commissioners, Kenton County Airport Board and City of Middletown) as owners or lessee of the five participating General Aviation Airports (Butler County Regional Airport/Hogan Field, Cincinnati Municipal Airport/Lunken Field, Clermont County Airport, Miami University Airport and Middletown Regional Airport/Hook Field), herein called "Airports," have determined that each has a need to plan for future operations of Advanced Air Mobility aircraft, herein called "AAM" to support opportunities for business expansion and growth at their Airports and that such a transportation planning effort can be most advantageously pursued through comprehensive regional transportation planning services; and

WHEREAS, OKI assists local jurisdictions to conduct transportation planning activities when the UPWP allows; and

WHEREAS, through a quality-based selection process, a consultant will be chosen to conduct the AAM Electrical Infrastructure Plans for Southwest Ohio General Aviation Airports project; and

WHEREAS, the project will be funded using CPG Ohio Exclusive funds with the participating airports' local public agencies and Duke Energy Corporation providing the non-federal match: Now, therefore,

BE IT RESOLVED that the Executive Committee of the Ohio-Kentucky-Indiana Regional Council of Governments at its regular public meeting of March 13, 2025, hereby authorizes and directs OKI CEO to execute a contract for the AAM Electrical Infrastructure Plans for Southwest Ohio General Aviation Airports project with the selected consultant in an amount not to exceed \$105,000.

JOSH GERTH, PRESIDENT

ITEM #3:

Authorization to Enter Into an Agreement with
the State of Ohio, Department of
Transportation for Urban Transportation
Planning and Transportation Programs

Resolution OKI 2025-08



**Department of
Transportation**

SUBAWARD GRANT AGREEMENT

(1) Pass-Through Entity Ohio Department of Transportation	(2) Subrecipient's Name Ohio-Kentucky-Indiana Regional Council of Governments
(3) Federal Awarding Agency Federal Highway Administration (FHWA)	(4) Subrecipient's OAKS ID Number 0000043527
(5) Assistance Listing Number & Name 20.205 Highway Planning and Construction	(6) ODOT PID Number Refer to Project Data Sheet
(7) Federal Agreement Number (FAN) Refer to Project Data Sheet	(8) ODOT Agreement Number 41430
(9) FHWA's Federal Authorization Date Refer to Project Data Sheet	(10) Subrecipient's Unique Entity Identifier MKLLAQYZBNP7
(11) Research & Development Subaward Not R & D Subaward	(12) Subrecipient's Indirect Cost Rate Refer to Agreement Section XI: COMPENSATION
(13) Subaward Period of Performance Start Date and End Date Refer to Project Data Sheet	
(14) Federal \$ Obligated by this Action by ODOT to the Subrecipient Refer to Project Data Sheet	
(15) Total Federal \$ Obligated to the Subrecipient by ODOT, Including Current Obligation Refer to Project Data Sheet	
(16) Total Federal Award \$ Committed to the Subrecipient by ODOT \$5,639,186	
(17) Federal Subaward Project Description, as Required to be Responsive to FFATA Refer to Agreement Section I: PURPOSE	

PROJECT DATA SHEET

Subrecipient's Name	Ohio-Kentucky-Indiana Regional Council of Governments	ODOT Agreement #	#41430	Data Sheet Version Date	11/25/24	Data Sheet Version #	#1
---------------------	-------------------------------------------------------	------------------	--------	-------------------------	----------	----------------------	----

ODOT PID Number	FHWA FAN Number	Federal Authorization Date	ODOT Project Name	Period of Performance Start Date	Period of Performance End Date	State Pro Rata Share %	State \$ Obligated This Action	Cumulative State \$ Obligated	Federal Pro Rata Share %	Federal \$ Obligated This Action	Cumulative Federal \$ Obligated
122319	Pending	Pending	SFY26 MPO Planning	7/1/25	6/30/26	10%	\$397,766	\$397,766	80%	\$3,182,132	\$3,182,132
Pending	Pending	Pending	SFY27 MPO Planning	7/1/26	6/30/27	10%	Pending	Pending	80%	Pending	Pending
118938	Pending	Pending	HAM OKI FY2026 Rideshare	7/1/25	6/30/26	N/A	N/A	N/A	100%	\$168,831	\$3,350,963
118936	Pending	Pending	HAM OKI FY 2026 Clean Air Progra	7/1/25	6/30/26	N/A	N/A	N/A	80% w/TRC	\$202,109	\$3,553,072
118927	Pending	Pending	HAM OKI 2026 Reg Plng - FIAM	7/1/25	6/30/26	N/A	N/A	N/A	80% w/TRC	\$72,266	\$3,625,338
118932	Pending	Pending	HAM OKI 26 Reg Trans Plng- LU	7/1/25	6/30/26	N/A	N/A	N/A	80% w/TRC	\$769,658	\$4,394,996
118928	Pending	Pending	HAM OKI 2027 Reg Plng - FIAM	7/1/26	6/30/27	N/A	N/A	N/A	80% w/TRC	\$74,616	\$4,469,612
118934	Pending	Pending	HAM OKI 27 Reg Trans Plng - LU	7/1/26	6/30/27	N/A	N/A	N/A	80% w/TRC	\$796,096	\$5,265,708
118937	Pending	Pending	HAM OKI FY 2027 Clean Air Progra	7/1/26	6/30/27	N/A	N/A	N/A	80% w/TRC	\$203,519	\$5,469,227
118939	Pending	Pending	HAM OKI FY 2027 Rideshare	7/1/26	6/30/27	N/A	N/A	N/A	100%	\$169,959	\$5,639,186
						Totals	\$397,766	\$397,766		\$5,639,186	\$5,639,186

AGREEMENT BETWEEN THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS AND THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS

The Ohio-Kentucky-Indiana Regional Council of Governments, (AGENCY), created pursuant to Section 167 of the Ohio Revised Code, having its principal office at 720 East Pete Rose Way, Cincinnati, Ohio 45202 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223. ODOT and AGENCY may be periodically referred to throughout this Agreement singularly as a “party” and collectively as the “parties”. The parties agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to implement 23 United States Code (U.S.C.) §134 and 49 U.S.C. §5303, as may be amended, requiring designation of a Metropolitan Planning Organization (MPO) for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas and for such MPO to conduct a continuing, cooperative, and comprehensive urban transportation planning process, including corridor and subarea studies, for the metropolitan area, hereinafter referred to as the “PROCESS”. The PROCESS is to result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. It is the intent of the parties hereto that the PROCESS shall be carried forward on a continuing basis.

SECTION II: DEFINITIONS (*See Code of Federal Regulation (2 C.F.R. §200.1) unless otherwise indicated*)

1. **Assistance Listings:** the publicly available listing of Federal assistance programs managed and administered by the General Services Administration (GSA) at SAM.gov.
2. **Assistance Listing Number (ALN):** a unique number assigned to identify an Assistance Listing.
3. **ALN Program Title:** the title that corresponds to the Assistance Listing number.
4. **Federal Agency:** an “agency” as defined at 5 U.S.C. §551(1) and further clarified by 5 U.S.C. §552(f). The term generally refers to the agency that provides a Federal award directly to a recipient unless the context indicates otherwise.
5. **Federal Award Date:** the date when the authorized official of the Federal agency signed (physically or digitally) the Federal award or when an alternative, consistent with the requirements of [31 U.S.C. §1501](#), is reached with the recipient.
6. **Pass-Through Entity:** a recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.
7. **Period of Performance:** the time interval between the start and end date of a Federal award, which may include one or more budget periods. Identification of the period of performance

in the Federal award consistent with 2 C.F.R. [§200.211\(b\)\(5\)](#) does not commit the Federal agency to fund the award beyond the currently approved budget period.

8. ***Subrecipient:*** an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
9. ***Unique Entity Identifier:*** the universal identifier assigned by SAM.gov to uniquely identify an entity. A subrecipient must have an active registration in SAM to do business with the Federal Government. 2 C.F.R. §25.400.

SECTION III: MPO DESIGNATION

ODOT, acting on behalf of Ohio's Governor, has designated the Board of Directors of the AGENCY as the MPO for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas. The Board of Directors is hereby delegated the authority and responsibility for the direction, coordination, and administration of the PROCESS. Consistent with 23 Code of Federal Regulations (CFR) Part 450.310(d), the Board of Directors shall be comprised of local elected officials and officials of public agencies who administer or operate major modes of transportation in the metropolitan area including representation by providers of public transportation within the "AREA" (as defined below in Section V) and ODOT, as enumerated in an AGENCY PROSPECTUS.

This Board of Directors, as the forum for cooperative transportation decision making, shall be comprised of at least 51% locally elected officials.

The Board of Directors shall be assisted by a Technical Advisory Committee comprised as enumerated in the AGENCY PROSPECTUS.

SECTION IV: SUBRECIPIENT DESIGNATION

The AGENCY is hereby designated as the SUBRECIPIENT of the Federal funds awarded by this SUBAWARD GRANT AGREEMENT.

SECTION V: MPO BOUNDARY

The parties agree that in Ohio, the conduct of the PROCESS will be for all of Butler, Clermont, Hamilton, and Warren (excluding the cities of Carlisle, Franklin, and Springboro, and Franklin Township) counties, including the incorporated municipalities therein, which are hereinafter collectively referred to as the "AREA". The AREA may be modified by mutual consent of the parties. At a minimum, without need for additional written consent of the parties, the AREA will consist of the Urbanized Area as defined by the U.S. Bureau of the Census and the contiguous geographic area(s) likely to be urbanized within the twenty year forecast period covered by the Transportation Plan (23 C.F.R. Part 450.312(a)), except as may be located within the jurisdiction of another MPO. The AGENCY shall prepare an official map of the AREA for approval by the Board of Directors and shall submit said map to ODOT.

SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year (June 30th) any unexpended balance of U.S. DOT Federal Metropolitan Planning Funds (PL) (49 U.S.C. §5303), or State Planning and Research Funds (SPR), and any associated state matching funds allocated by ODOT, may be carried

forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through December 31st of the new state fiscal year. On January 1st of each year, the unexpended balance of any prior year U.S. DOT (49 U.S.C. §5303), PL, or SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the December 31st deadline, by January 31st.

SECTION VII: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

Annually, the AGENCY shall prepare a WORK PROGRAM and budget describing the planning process and program activities to be performed under this Agreement, with the cost relating to individual work elements and the source of funding thereof. Such WORK PROGRAM and budget shall be approved by the Board of Directors, ODOT, and other state and federal agencies as necessary, prior to July 1st of each fiscal year, in accordance with ODOT's MPO Administrative Manual, as may be modified. The WORK PROGRAM, budget and any updates, which can be found at <https://extranet.dot.state.oh.us/divisions/Planning/plan/STIP/default.aspx>, are made a part hereof and incorporated by reference as if fully rewritten herein.

Specifically, the WORK PROGRAM and budget shall record the AGENCY's progress in developing and keeping current the following items, as further described in 23 C.F.R. Part 450 and 490, as may be amended:

1. An AGENCY PROSPECTUS describing the AGENCY's organizational structure, committee bylaws, and the work to be performed in the conduct of the PROCESS. The AGENCY PROSPECTUS shall document the interagency agreements and describe the respective agency roles and responsibilities for conducting the PROCESS and transportation related air quality planning.
2. A Transportation Plan, with a minimum 20-year planning horizon, resulting from the PROCESS.
3. A Transportation Improvement Program, with a 4-year regional project listing, resulting from the PROCESS.
4. A Participation Plan that provides reasonable opportunities for interested public and private parties to participate in the PROCESS.
5. A Congestion Management Process in Transportation Management Areas (urbanized areas exceeding 200,000 in population).
6. A periodic reporting of events, developments, and accomplishments resulting from the PROCESS.
7. In cooperation with ODOT, implementation of a performance-based PROCESS to include transportation programming and performance metrics.

SECTION VIII: COORDINATION

The AGENCY shall secure agreements of cooperation with the county(ies), all incorporated municipalities, and the operators of publicly owned transit services, within the AREA for carrying forward the PROCESS. In the event that there is an unwillingness on the part of any of these entities

to participate in the continuation of the PROCESS, a determination shall be made by the parties as to whether the percentage of the AREA or population affected is such as to negate an effective PROCESS for the entire AREA; such determination will be submitted by ODOT to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for concurrence.

The AGENCY, ODOT, and the providers of public transportation have agreed upon their mutual responsibilities in carrying out the metropolitan transportation planning process as written in a Memorandum of Understanding (MOU) Concerning the Metropolitan Transportation Planning Process. This MOU includes specific provisions for the development of the planning products and services listed above in Section VII.

The AGENCY will make provisions for operators of other major modes or systems of transportation (airports, maritime ports, rail operators, freight operators) operating within the AREA, to participate in the PROCESS.

In areas designated as nonattainment or maintenance for mobile source pollutants under the Clean Air Act, the AGENCY shall secure agreements with affected state and local agencies describing the respective roles and responsibilities for addressing transportation related air quality planning in the performance of the PROCESS and determining the transportation conformity of the MPO Transportation Plan and Transportation Improvement Program, in accordance with the U.S. EPA Conformity Rule (40 C.F.R. Part 93).

The AGENCY acting for itself and as agent for the county(ies) and each of the incorporated municipalities within the AREA shall continue the PROCESS for the AREA in conformance with the approved urban transportation planning AGENCY PROSPECTUS and WORK PROGRAM describing the continued treatment of the elements of the PROCESS, both of which are made a part hereof, and incorporated by reference as if fully rewritten herein, or as the same may be modified by the AGENCY with the prior approval of the ODOT in accordance with this Agreement.

SECTION IX: PERIOD OF PERFORMANCE

The work under this Agreement shall commence on July 1, 2025 and will terminate on June 30, 2027. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

This Agreement and any renewal thereof is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to ODOT for the purposes of this Agreement, and to the certification of funds by the Ohio Office of Budget and Management, as required by O.R.C. §126.07. If ODOT determines that sufficient funds have not been appropriated for the purposes of this Agreement, or if the Ohio Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

SECTION X: TERMINATION

This Agreement may be terminated by any party to this Agreement upon written notice to all other parties. Any such written notice of termination shall include the terminating party's reason(s) for electing to terminate this Agreement, and the terminating party shall send such written notice of termination by certified U.S. Mail, return receipt requested, not less than ninety (90) days prior to the effective date of termination.

If it appears to ODOT that the AGENCY has failed to perform any of the requirements of this Agreement, or that the AGENCY is in violation of a specific provision of this Agreement, ODOT may provide the AGENCY with notice of the failure to perform of the violation and shall provide a thirty (30) day period from the date of the notice to cure any and all defaults under this Agreement. During the thirty (30) day cure period, the AGENCY shall incur only those obligations or expenditures which are necessary to enable the AGENCY to continue its operation and achieve compliance as set forth in the notice.

In the event the AGENCY fails to cure any and all defaults under this Agreement, ODOT shall provide notice of termination to the AGENCY. In the event of termination under this Article, the AGENCY shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

In the event of termination under this Article, the AGENCY shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the AGENCY shall not exceed the total amount of consideration stated in this Agreement. In the event of suspension or termination, any payments made by ODOT in which services have not been rendered by the AGENCY shall be returned to the state.

SECTION XI: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section VII shall determine the total compensation to be reimbursed by ODOT to the AGENCY for professional and technical services in accordance with the terms and conditions specified in this Agreement. Prior to the beginning of each fiscal year, the WORK PROGRAM and budget shall be provided to ODOT and other necessary state and federal agencies for their approval. Upon receipt of the WORK PROGRAM and budget, ODOT will determine the degree of eligibility for ODOT participation in the cost of various work elements.

The AGENCY shall obtain and provide the local funds to finance its share of the work contemplated by this Agreement. The AGENCY shall initially pay all costs of the work performed.

Reimbursement for the AGENCY's WORK PROGRAM expenses financed through this Agreement will be based on AGENCY initiated costs incurred invoices. The AGENCY shall submit periodic billings, not more frequently than monthly, to ODOT for reimbursement for those charges that are eligible for reimbursement in accordance with ODOT's MPO Administration Manual, ODOT's MPO Contract Audit Circulars, and 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, each as may be modified. Said Standard Operating Procedure and MPO Contract Audit Circulars in 2 C.F.R. Part 200 are made a part hereof and incorporated by this reference as if fully rewritten herein.

For the purposes of the WORK PROGRAM:

- (A) **Direct Labor Costs** do not include any type of paid leave or fringe benefits. Direct labor costs must be supported by personnel activity reports maintained in accordance with 2 C.F.R. Part 200.
- (B) **Fringe Benefits Costs** are considered overhead expenses and include employee paid leave as well as other fringe benefits costs. Fringe benefits costs are allocable to direct labor and indirect labor.

- (C) **Indirect Costs** include indirect labor, indirect labor fringe benefits, and other allocable agency indirect costs.
- (D) **Other Direct Costs** include direct expenses necessary to implement the program as provided for in the Scope of Work and Budget, and do not include costs defined in other categories. Other direct costs are based upon actual expenses incurred during the program period.

Any fringe benefit and/or indirect costs rates charged by the AGENCY during the period of performance of this Agreement must be in compliance with a separately executed FRINGE BENEFIT AND INDIRECT COST RATE AGREEMENT between ODOT and the AGENCY.

ODOT shall process the AGENCY's invoices within thirty (30) days, following submission and shall be obligated to pay the AGENCY that amount determined by ODOT to be eligible for payment. If the invoice submitted to ODOT contains a defect or impropriety, ODOT shall send written notification to the AGENCY within fifteen (15) days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If ODOT sends such written notification to the AGENCY, the required payment date shall be thirty (30) days after ODOT receives a proper invoice.

ODOT shall initially pay all costs of the work performed that are incurred by ODOT and may, owing to the multi-funding sources, directly invoice the AGENCY for the cost of services provided by ODOT for expenses within the approved WORK PROGRAM, in accordance with the terms and conditions specified in this Agreement.

In no instance shall reimbursement payments for the cost of the work to be performed exceed the maximum cost shown in the approved WORK PROGRAM and budget without prior written approval of ODOT. Any expenditure in excess of the budget, without prior written approval from ODOT, will be the exclusive responsibility of the AGENCY.

No expenditure shall be included in the cost of the work performed and no part of any funds reimbursed to the AGENCY shall be used by the AGENCY for expenditures or charges that are (1) contrary to the provisions of this Agreement, (2) not directly related to the work performed, (3) incurred without the consent of ODOT, or (4) after written notice of the suspension or termination of any or all of the AGENCY's obligations under this Agreement.

In the event that funding generally made available to ODOT by the U.S. DOT is limited either in scope or magnitude, ODOT reserves the right to mutually negotiate with the AGENCY a revision to this Agreement as an alternative to termination.

SECTION XII: AUDIT

The AGENCY shall have an independent financial statement audit performed on an annual basis in accordance with 31 U.S.C. Chapter 75, the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and ODOT's MPO Contract Audit Circulars, each as may be modified, and any other applicable regulation. Completion or termination of this Agreement shall not alter this obligation.

SECTION XIII: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audits of the work performed under this Agreement and any

records in support of the work performed. This will include provision for office space for ODOT's representative. The AGENCY shall include in all its subcontracts under this Agreement a provision that ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three (3) years from the final payment under this Agreement.

SECTION XIV: PERSONNEL

The AGENCY agrees to establish a Transportation Section and agrees that all services required in the approved WORK PROGRAM will be performed by the AGENCY or by its contractors or consultants. The AGENCY represents that it has, or will secure, all personnel required to perform the services under this Agreement. The AGENCY shall submit a listing of such personnel, salary ranges, and person-hours allocated to each work element in the approved WORK PROGRAM and budget to ODOT. None of the AGENCY's personnel, nor any of its contractors or consultants may be current employees of ODOT.

SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

The AGENCY's progress in completing the WORK PROGRAM will be monitored through annual AGENCY progress reports. Each progress report shall include a narrative description and financial expenditure summary for each work element in the approved WORK PROGRAM and budget. ODOT and the U.S. DOT will review the progress reports to assure the AGENCY is making satisfactory progress toward meeting the WORK PROGRAM commitments to justify reimbursement payments. If the progress reports demonstrate the AGENCY is not satisfactorily advancing a WORK PROGRAM product or activity, ODOT will notify the AGENCY in writing and work with the AGENCY to identify corrective actions. The AGENCY will have thirty (30) days from the date of ODOT's written notification to begin good faith efforts to correct the deficiency. Whenever ODOT and the AGENCY are unable to agree on corrective actions, and the situation is such, in the opinion of ODOT, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by the AGENCY, ODOT may withhold funds until the AGENCY takes corrective actions deemed acceptable to ODOT.

Publication of reports is limited to those shown in the approved WORK PROGRAM unless otherwise authorized by ODOT or the U.S. DOT and only after satisfactory resolution of all comments made by these agencies. Acknowledgment of the cooperative effort of appropriate parties shall be made in each report; for example, "Prepared in cooperation with the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, the Ohio Department of Transportation, and local communities." A disclaimer statement, where appropriate and requested by ODOT, shall also be included; for example, "The contents of this report reflect the views of the AGENCY/author, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view and policies of ODOT and/or the U.S. DOT. This report does not constitute a standard, specification, or regulation."

The foregoing limitations are not applicable to dissemination of data necessary to perform a service function of the AGENCY. Such dissemination of data shall be made in accordance with the AGENCY's established policy contained in the approved WORK PROGRAM.

The AGENCY shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created

under or in connection with this Agreement. The AGENCY agrees to grant to ODOT and the U.S. DOT a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the AGENCY purchases ownership for this Agreement.

The patent rights provisions of 35 U.S.C. §1 et seq., and C.F.R. Title 37 regarding rights to inventions are made a part hereof and incorporated by this reference as if fully rewritten herein.

SECTION XVI: NON-DISCRIMINATION

To effectuate compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) as amended, the following notice to the AGENCY regarding federal aid recipients applies.

During the performance of this Agreement, the AGENCY for itself, its assignees and successors in interest agrees as follows:

1. AGENCY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (forty (40) years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (forty (40) years or older), sexual orientation, or military status (past, present, or future).

AGENCY agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. ODOT may monitor the AGENCY's compliance with Title VI.

3. 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 C.F.R. Part 21, as amended, (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
4. 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 (forty (40) years or older), disability, low-income status, or limited English proficiency in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The AGENCY will not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. 21.5 including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.

5. Solicitations for Contracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by the AGENCY of the AGENCY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (forty (40) years or older), disability, low-income status, or limited English proficiency.
6. Information and Reports: The AGENCY will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA, or FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
7. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the AGENCY under the Agreement until the AGENCY complies, and/or
 - b. cancellation, termination, or suspension of the Agreement, in whole or in part.
8. Incorporation of Provisions: The AGENCY will include the provisions of paragraphs one (1) through nine (9) in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The AGENCY will take such action with respect to any contracts or procurement as ODOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the AGENCY becomes involved in, or is threatened with, litigation with a contractor, consultant, or supplier as a result of such direction, the AGENCY may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the AGENCY may request the United States to enter into such litigation to protect the interest of the United States.
9. During the performance of this Agreement, the AGENCY, for itself, its assignees, successors in interest, and consultants (hereinafter referred to as the "AGENCY") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. §324 *et seq.*) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 C.F.R. Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. §§471 and 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189), as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. §1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. §§4301-4333) (prohibits discrimination on the basis of present, past or future military service).
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000 ff)

SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the AGENCY that disadvantaged businesses, as defined by 49 C.F.R. Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure nondiscrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The AGENCY and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the AGENCY in a nondiscriminatory environment.

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation) in the performance of this Agreement. AGENCY agrees to carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. AGENCY understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or, (4) disqualifying the AGENCY from future bidding as non-responsible.

SECTION XVIII: PROHIBITED INTEREST

AGENCY agrees that it has read and will comply with 23 C.F.R. 1.33, and O.R.C. §§2921.42 and 2921.43.

No member, officer, or employee of ODOT shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

No personnel of AGENCY who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODOT in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

SECTION XIX: INTEREST OF MEMBERS OF CONGRESS

No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

SECTION XX: DRUG-FREE WORKPLACE

The AGENCY agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The AGENCY shall make a good faith effort to ensure that all AGENCY employees, while working, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION XXI: CONDUCT, ETHICS AND INTEGRITY

The AGENCY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by O.R.C. §§102.03 and 102.04.

Further, the AGENCY agrees, by its signature hereto, that to the best of its knowledge, information, and belief, that it will not engage or otherwise employ or utilize or award contracts to contractors or consultants that, or have principals who:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or AGENCY;
2. Within a three (3) year period immediately preceding the date on which this Agreement was executed, have been convicted of or had a civil judgment against them for commission of fraud or a felony offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any felony;
4. Within a three (3) year period immediately preceding the date on which this Agreement was executed, have had one (1) or more public transactions terminated for cause or default; and
5. Have a conflict of interest as covered in 23 C.F.R. 1.33, and O.R.C. §§2921.42 and 2921.43.

The AGENCY certifies or affirms the truthfulness and accuracy of the contents of the statements submitted by this certification and understands the provisions of 31 U.S.C. §3801 *et seq.*, are applicable thereto.

SECTION XXII: RESTRICTIONS ON LOBBYING

The AGENCY agrees to comply with the provisions of 31 U.S.C. §1352, which prohibit the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

The AGENCY certifies by its signature hereto that:

1. No funds appropriated by the United States have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into of any cooperative agreement, and extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.
2. If funds, other than those appropriated by the United States have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. The AGENCY's certification is a prerequisite imposed by 31 U.S.C. §1352, for making or entering into this Agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION XXIII: OHIO ELECTIONS LAW

The AGENCY affirms that, as applicable to it, no party listed in O.R.C. §3517.13 (I) or (J), or spouse of such party, has made, as an individual, within the two (2) previous calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION XXIV: INDEMNIFICATION/HOLD HARMLESS

To the extent allowed by law, AGENCY shall indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which arise as a result of the services performed by the AGENCY, or its employees or agents which is in any way connected with or based upon the services rendered in performing this Agreement.

SECTION XXV: STATE AUDIT FINDINGS

AGENCY affirmatively represents to ODOT that it is not subject to a Finding for Recovery under O.R.C. §9.24, or that it has taken the appropriate remedial steps required under O.R.C. §9.24 or otherwise qualifies under that section. AGENCY agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

SECTION XXVI: DEBARMENT

AGENCY represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. §5513.06 or O.R.C. §125.25. If this representation is found to be false, this Agreement is void *ab initio* and AGENCY shall immediately repay to ODOT any funds paid under this Agreement.

SECTION XXVII: DISPUTES

The AGENCY agrees that all disputes concerning questions of fact in connection with the work and not otherwise disposed of by the specific terms of this Agreement or by mutual agreement among the parties hereto shall be resolved as follows:

The AGENCY shall notify ODOT in writing within sixty (60) days following any determination by ODOT which in the estimation of the AGENCY is in material conflict with facts concerning the subject matter. In such notification, the AGENCY shall present evidentiary matters as may support the AGENCY's position and shall request a review of said previous determination. Within a reasonable period of time, ODOT shall cause the circumstances and facts be reappraised for the purposes of redetermination.

The AGENCY hereby agrees that ODOT will decide such questions that may arise including, for example, the quality or acceptability of materials furnished and work performed, the rate of progress of the work, the acceptable fulfillment of the Agreement on the part of the AGENCY, matters

concerning compensation, and all other matters in dispute relating to facts in connection with this Agreement and the services or work to be performed thereunder.

SECTION XXVIII: COMPLIANCE WITH LAWS AND PERMITS

The AGENCY shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules regulations, and orders of any public authority bearing on the performance of the Agreement, including but not limited to, the laws referred to in these provisions of the Agreement and the other Agreement documents. If the Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the AGENCY shall furnish to ODOT certificates of compliance with all such laws, orders, and regulations. AGENCY accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the AGENCY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

SECTION XXIX: COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, and each counterpart shall be deemed and considered an original instrument for any and all purposes.

SECTION XXX: CHANGE OR MODIFICATION

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

SECTION XXXI: GOVERNING LAW/SEVERABILITY

This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the AGENCY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

(The remainder of this page is left blank intentionally.)

SECTION XXXII: SIGNATURES

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered 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:	By:
Mark R. Policinski Executive Director	Pamela Boratyn Director
Date:	Date:

RESOLUTION
OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS

WHEREAS, the Ohio-Kentucky-Indiana Regional Council is an eight-county regional planning agency and is comprised of representatives of the counties, all municipalities, and operators of transit services within the planning area;

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments' Board of Directors has previously been designated by the governor of Ohio as the Metropolitan Planning Organization (MPO) for the OKI Region;

WHEREAS, the designation of MPO requires that the Ohio-Kentucky-Indiana Regional Council of Governments conducts the urban transportation planning process (PROCESS);

WHEREAS, the PROCESS is to result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods: Now, therefore,

BE IT RESOLVED that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments at its regular public meeting of March 13, 2025, hereby authorizes the Executive Director to execute and deliver an agreement with the Ohio Department of Transportation extending the designation of the Board of Directors as the MPO for the Cincinnati and Hamilton-Middletown urbanized areas through June 30, 2027, and enabling the Council to continue the PROCESS for the OKI region.

JOSH GERTH, PRESIDENT

03/13/25
rwk

ITEM #4:

5310 Authorizing Resolution

Resolution OKI 2025-09

ITEM #4: **AUTHORIZING RESOLUTION TO SPEND 5310 FEDERAL FUNDS
ALLOCATED TO THE CINCINNATI URBAN AREA**

DESCRIPTION: Resolution 2025-09 would provide CEO or his/her designee to execute the 5310 Program.

BACKGROUND: Title 49 U.S.C. Section 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities.

OKI was appointed the Designated Recipient for the Cincinnati urban area by the Governors of Ohio and Kentucky.

ACTION RECOMMENDED: Adoption of Resolution OKI 2025-09

EXHIBIT: Resolution OKI 2025-09

RESOLUTION
OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CONCERNING SECTION 5310 FEDERAL FUNDS
ALLOCATED TO THE CINCINNATI URBAN AREA

WHEREAS, this resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code or other federal statutes administered by the Federal Transit Administration; and

WHEREAS, the Federal Transit Administrator has delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; Now, therefore,

BE IT RESOLVED that the CEO or his/her designee is authorized to execute and file an application for federal assistance on behalf of the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration as the Governors of Ohio and Kentucky have designated OKI as a designated recipient for Section 5310 federal funds allocated to the Cincinnati urban area; and

BE IT FURTHER RESOLVED that the CEO or his /her designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and

BE IT FURTHER RESOLVED that the CEO or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Ohio-Kentucky-Indiana Regional Council of Governments; and

BE IT FURTHER RESOLVED that the undersigned duly qualified CEO or his/her designee, acting on behalf of OKI, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the OKI Executive Committee held on March 13, 2025.

JOSH GERTH, PRESIDENT

ITEM #5:

Authorizing the Filing of an Application with the Department of Transportation, United States of America, for a grant under the Bipartisan Infrastructure Law (BIL)

Resolution OKI 2025-10

**AUTHORIZING THE FILING OF AN APPLICATION WITH THE
DEPARTMENT OF TRANSPORTATION, UNITED STATES OF
AMERICA, FOR A GRANT UNDER THE BIPARTISAN
INFRASTRUCTURE LAW (BIL)**

FTA allocates Section 5303 funds to OKI for transit planning activities. KYTC Office of Transportation Delivery requires the MPO Policy Board to authorize the application for funds and commit to providing non-federal match. These FTA funds are commonly received by OKI and blended with FHWA PL funds for the purpose of conducting the metropolitan planning process.

ACTION RECOMMENDED: Adoption of Resolution OKI 2025-10

Resolution (OKI 2025-10) Authorizing the Filing of an Application with the Department of Transportation, United States of America, for a Grant under the Bipartisan Infrastructure Law (BIL) and a Resolution Committing the Local Share of Funds necessary to secure a Section 5303 Grant Application.

RESOLUTION

**OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

**AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF
TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT UNDER THE
INFRASTRUCTURE INVESTMENT AND JOBS ACT and A RESOLUTION COMMITTING THE
LOCAL SHARE OF FUNDS NECESSARY TO SECURE A SECTION 5311/5339/5310/5303/5304
GRANT APPLICATION.**

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Section 504 of the Rehabilitation Act of 1973, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Section 504 of Rehabilitation Act of 1973 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Labor in accordance with the provisions of Section 5333(b) of the Infrastructure Investment and Jobs Act, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, and in the absence of a waiver from the U.S. Department of Labor, the applicant gives an assurance that it will comply with Section 5333(b) of the Infrastructure Investment and Jobs Act, and the U.S. Department of Labor requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and the definite procedures shall be established and administered to ensure that disadvantaged businesses shall have maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultants and other services.

BE IT RESOLVED by the Executive Committee, hereinafter referred to as Applicant's Governing Board, of the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) hereinafter referred to as Applicant, authorizes the following in regard to Mark R. Policinski, CEO/Executive Director, hereinafter referred to as Agency Representative:

Section 1. That Agency Representative of the Applicant is authorized to execute and file an application on behalf of the Applicant with the U.S. Department of Transportation, to aid in the financing of the planning assistance projects described in the attachment.

Section 2. That Agency Representative is authorized to execute and file with such application an assurance, or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That Agency Representative of the Applicant is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That Agency Representative of the Applicant is authorized to set forth and execute with such application an assurance that the Applicant will comply with the conditions of the Section 5333(b) Warranty as required by the U.S. Department of Labor effectuating the purposes of Section 5333(b) of Infrastructure Investment and Jobs Act.

Section 5. That Agency Representative is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the project.

Section 6. That Agency Representative is authorized to execute grant contract agreements on behalf of Applicant with the Kentucky Transportation Cabinet for aid in the financing of the planning assistance project(s).

Section 7. That Agency Representative is authorized to sign all grants, budgets, application, and contract agreements via electronic signature on behalf of Applicant with the Kentucky Transportation Cabinet.

Section 8. This Resolution shall be in full force and effect from and after the date of its adoption.

WHEREAS, Applicant is authorized by KR96A to apply for and accept grants of money to assist in the implementation of a transit system or for transportation planning in OKI Region; and

WHEREAS, Applicant has applied to the Kentucky Transportation Cabinet and the Federal Transit Administration of the United States Department of Transportation Act of 1964, in connection with the Section 5311/5339/5310/5303/5304 project; and

WHEREAS, said Applicant requires assurance of the Applicant's Governing Board relative to the commitment of the local share for the Section 5311/5339/5310/5303/5304 project(s); Now, therefore,

BE IT FURTHER RESOLVED by the Executive Committee of the Ohio-Kentucky-Indiana Regional Council of Governments (OKI),

1. That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to commit its local share of the funds necessary to support this project to improve transit service in Applicant's service area, as stated above, for a minimum of five years from the inception of the project. Said local share of expenses is to be resolved from OKI;
2. That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to continue the operation of transit service or planning for transit service for a minimum of five years.

ADOPTED by vote of the Applicant's Governing Board this 13th day of March 2025.

Approved:

President, Board of Directors

JOSH GERTH Print Name

Title

Signature

Partner, Taft

Attest:
AARON HERZIG Print Name

Title

Signature

I, being the duly appointed legal counsel of the Applicant, do hereby certify that the foregoing is a true and correct copy of Resolution No. OKI 2025-10, adopted by the Applicant's Governing Board, March 13, 2025.

RWK 3/13/25

ITEM #7:

Draft FY2026-2029 Transportation Improvement
Program

For Information Only

ITEM #7:**DRAFT OF THE OKI FISCAL YEARS 2026-2029**
TRANSPORTATION IMPROVEMENT PROGRAM**DESCRIPTION:**

Draft FY 2026-2029 Transportation Improvement Program

BACKGROUND:

The OKI FY 2026-2029 Transportation Improvement Program (TIP) is a four-year listing of surface transportation projects proposed for federal, state and local funding within the OKI region. The TIP is a prerequisite for the use of federal funds and represents the short-range programming document to complement OKI's 2050 Metropolitan Transportation Plan.

The TIP includes projects for improving highways, bus service and facilities for bicycles and pedestrians. The TIP also identifies the funding necessary to maintain highways and transit service, as well as making travel by people and goods more efficient and safer with improved roadway designs and advanced technologies. In total, nearly \$4.3 billion in federal, state and local funds are identified in the TIP.

The TIP meets the same requirements for the MTP in that it meets air quality and fiscal constraints. Details on fiscal constraint and the air quality conformity process and results can be found in the Draft TIP document. The development of the TIP meets all U.S. Department of Transportation requirements for content, process and public involvement and is paid for with OKI federal planning funds.

The public comment period for the Draft FY 2026-2029 begins March 10 and concludes on April 8, with a public meeting set for April 1. The final TIP is scheduled for adoption by the OKI Board of Directors on April 10, 2025.

AUTHORITY:

23 CFR, §450.324.

FUNDING:

The TIP is a fiscally-constrained document containing funding amounts and sources for all regional projects received federal transportation funding.

ACTION RECOMMENDED: For Information Only

EXHIBIT:

None

ITEM #8:

Amendment 14 of the OKI Fiscal Years 2024-2027 Transportation Improvement Program

Resolution OKI 2025-11

ITEM #8: **AMENDMENT #14 OF THE OKI FISCAL YEARS 2024-2027
TRANSPORTATION IMPROVEMENT PROGRAM**

DESCRIPTION: The attached exhibit, in resolution form, describes the specific revision proposed.

BACKGROUND: OKI is responsible for preparing biennially a four-year program of projects in this region that will make use of available Federal-Aid Highway funds and Federal Transit Administration funds. Inclusion in this program is a prerequisite for such federal assistance. Because the scope, cost, and timing of the included projects are subject to change, and because new projects are continually being developed, the TIP is periodically amended as needed.

The amendment reflected in the proposed resolution includes the addition of two transit projects in Ohio. All projects are exempt from air quality conformity requirements.

Prior to presentation to the Executive Committee, the proposed amendment is posted to the OKI website for at least 14 days and public comments are accepted. Staff presents the amendment to the Intermodal Coordinating Committee (ICC), the ICC considers the issue and makes a recommendation to the Executive Committee. Any public comments will be presented to the Executive Committee prior to scheduled action.

AUTHORITY: 23 CFR, §450.324.

FUNDING: The fiscally constrained items proposed for the amendment have an associated funding amount and source specified. Staff have determined that there is adequate funding available, or anticipated to be available, and the funding amounts are shown in year of expenditure figures for this project.

ACTION RECOMMENDED: Adoption of Resolution OKI 2025-12

EXHIBIT: Resolution (OKI 2025-11) Concerning Amendment #14 of the OKI Fiscal Years 2024-2027 Transportation Improvement Program.

RESOLUTION

OF THE EXECUTIVE COMMITTEE OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTSCONCERNING AMENDMENT #14 OF THE
FISCAL YEARS 2024 – 2027 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is designated as the Metropolitan Planning Organization (MPO) by the Governors of Ohio, Kentucky and Indiana acting through the Ohio Department of Transportation (ODOT), the Kentucky Transportation Cabinet (KYTC) and the Indiana Department of Transportation (INDOT) and in cooperation with locally elected officials in the OKI region; and

WHEREAS, the Intermodal Coordinating Committee (ICC), as the technical advisory committee to OKI, has reviewed and recommended the projects and phases listed in the resolution and recommend that they be amended into the Transportation Improvement Program (TIP); and

WHEREAS, all federally funded transit and highway projects in the Ohio Counties of Butler, Clermont, Hamilton and Warren, the Kentucky Counties of Boone, Campbell and Kenton and the Indiana County of Dearborn must be included in the TIP prior to the expenditure of federal funds and be listed with year of expenditure dollars; and

WHEREAS, the amendments are consistent with the *OKI 2050 Metropolitan Transportation Plan* as adopted on June 13, 2024, and the OKI Regional ITS Architecture adopted on September 8, 2022; and

WHEREAS, all projects included in *Amendment 14 – Fiscal Years 2024-2027 Transportation Improvement Program* are exempt from transportation conformity requirements for air quality; and

WHEREAS, the opportunity for public participation has been provided per OKI's Public Participation Plan; and

WHEREAS, the environmental justice impacts of these amendments have been considered with "Executive Order 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; and

WHEREAS, this amendment will result in a TIP that remains fiscally constrained: Now, therefore,

BE IT RESOLVED that the Executive Committee of the Ohio-Kentucky-Indiana Regional Council of Governments at its regular public meeting on March 13, 2025, hereby amends the Fiscal Years 2024 – 2027 Transportation Improvement Program as shown in the attached Amendment #14 project table:

JOSH GERTH, PRESIDENT

AJR
3/13/25

TRANSIT - PROPOSED ACTIONS - Amendment #14 March 13, 2025**Project Description**

FY	TIP ID	FTA ALI Code	Type	Project Name	Quantity	Air Quality	Fund Type	Programmed cost
----	--------	--------------	------	--------------	----------	-------------	-----------	-----------------

Clermont Transportation Connection

2025	111956	30.09.03	Operating	CTC Operating Assistance		Exempt	Operations Funding	
------	--------	----------	-----------	--------------------------	--	--------	--------------------	--

[Add Project](#)

5307-Urban Formula	600,000
State	197,995
Local	402,005

Total Project Cost: \$1,200,000

2025	111956	44.24.00	Planning	CTC Transportation Study		Exempt	Transportation Study	
------	--------	----------	----------	--------------------------	--	--------	----------------------	--

[Add Project](#)

5307-Urban Formula	80,000
State	20,000

Total Project Cost: \$100,000