

# KYOVA Interstate Planning Commission

Huntington, WV-KY-OH Urbanized Area MPO  
(Cabell and Wayne County, WV/Boyd and Greenup County, KY/  
Lawrence County, OH Urbanized Area)

## FY 2027 Unified Planning Work Program

July 1, 2026 to June 30, 2027



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## ABSTRACT

**TITLE:** KYOVA Interstate Planning Commission FY 2027 Unified Planning Work Program (UPWP) and Budget

**AUTHOR:** KYOVA Interstate Planning Commission

**DATE:** February 27, 2026

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This document, the FY 2027 KYOVA Interstate Planning Commission (Huntington, WV–KY–Urbanized Area) Unified Planning Work Program (UPWP), is prepared annually by the KYOVA Interstate Planning Commission to meet requirements of Federal and State transportation funding agencies for transportation related Fiscal Year 2027 planning beginning July 1, 2026 and concluding on June 30, 2027. Although the IIJA expires September 30, 2026 planning funds are expected to remain consistent through the life of this UPWP. It is part of the official agreement between KYOVA, the West Virginia Department of Transportation (WVDOT/WVDOH), the Kentucky Transportation Cabinet (KYTC), and the Ohio Department of Transportation (ODOT). The UPWP is financed with combined Federal Highway Administration (FHWA) Planning (PL) Funds and the Federal Transit Administration (FTA) Section 5303 Planning Funds.

KYOVA’s Federal and State partners identified Planning Emphasis Areas (PEAs) for the FY 2027 Unified Planning Work Program which include but are not limited to: Implementation of the Infrastructure Investment and Jobs Act (IIJA) to include a minimum of 2.5% of PL funding to increase safe and accessible options for multiple travel modes for people of all ages and abilities and incorporate the requirements of Section 11201 of IIJA in the MPO Planning Process, MPO Capital Programs Management, 2028-2031 TIP and 2050 MTP Update to include air quality conformity, development and maintenance of STIP/TIP per each DOT requirements, Public Engagement and Title VI activities, data sharing, and vulnerable assessment of facilities.

### FY 2027 UPWP Development Schedule

Draft: KYTC: 2/28/26; WVDOH & ODOT: 03/06/2026

Final: KYTC: 4/30/26; WVDOH & ODOT: 05/08/2026

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**INSERT KYOVA PC BOARD AUTHORIZING RESOLUTION (1 PAGE)**

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**INSERT SELF CERTIFICATION (1 PAGE)**



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**KYOVA Interstate Planning Commission**  
**Huntington, WV-KY-OH Urbanized Area**

**FY 2027**  
**Unified Planning Work Program**

**SECTION I**  
**Introduction**

## **INTRODUCTION**

### **PURPOSE**

The KYOVA Interstate Planning Commission (Huntington, WV–KY–OH Urbanized Area) Unified Planning Work Program (UPWP) outlines the planning activities to be performed by all participants in the cooperative metropolitan planning process in the West Virginia counties of Cabell and Wayne; Kentucky counties of Boyd and Greenup; and the urbanized portion of Lawrence County, Ohio. The work program reflects a careful consideration of critical transportation issues currently facing the region as well as the analytical capabilities necessary to address them. The UPWP is required as a basis and condition for all federal funding assistance for transportation planning by the joint planning regulations of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Included within, is a proposed budget for the year's activities, complete with identification of the expected funding sources for said budget. Applicable federal statutes are: 23 USC 134(a), (f), and 49 USC 5303(a), (b). Primary federal regulations are 23 CFR 420.109, 23 CFR 450.314, and 49 CFR 613.

KYOVA will adhere to Section 11201 of the Infrastructure Investment and Jobs Act (IIJA) to oversee the framework for planning and management of transportation projects, ensuring that federal funds are allocated effectively and efficiently. Under the provisions of the IIJA (Public Law 117-58) planning emphasis will be placed on highway safety programs, transit programs, and the funding/projects for the Federal-aid highways. Key focus areas will include Surface Transportation (programs aimed at improving transportation infrastructure safety); Highway Safety Improvement Program (enhancement of safety measures on highways); Congestion Mitigation and Air Quality Program (reducing traffic congestion and improving air quality). KYOVA has developed work elements for each state to address the IIJA requirement for MPOs to use at least 2.5% of its PL funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities [§ 11206(b)]. In order to ensure a coordinated process, KYOVA will continue to coordinate with Federal (the U.S. Department of Defense (DOD) Strategic Highway Network (STRAHNET), the Federal Land Management Agency (FLMA), state, local and the public. KYOVA fully supports the implementation of Planning and Environment Linkages (PEL), advancing transportation data, Title VI and ADA requirements and activities.

All aspects of transportation planning taken herein will be conducted context sensitive to surrounding land-use and integrated with and in support of larger community goals related to economic development, preservation of environmental resources, responsible for existing infrastructure, safety and security within the transportation system, public participation, and maintenance of the quality of life in the region. The work elements herein will keep these goals in mind.

### **GOALS AND OBJECTIVES**

KYOVA Interstate Planning Commissions goals and objectives are to conduct and implement a comprehensive multi-modal transportation planning process for KYOVA's planning area that is consistent with the USDOT Infrastructure Investment and Jobs Act (IIJA) - Public Law 117-58. The planning process shall be in the interest of advancing the economic and social welfare of all individuals within the planning area by producing a plan for metropolitan transportation development and transportation facilities. Planned transportation facilities and activities shall provide adequate service for local and metropolitan movements of all persons, goods, and services as reflected in forecasts for future land-use, area development and to create access to opportunity. The goal shall be developed to generate projected patterns and quantities to aid in the future design of streets, highways and other transportation modes and facilities. KYOVA's Metropolitan Transportation Plan (MTP) is based on existing and projected land-use, as well as transportation and economic development characteristics, in specified increments of approximately four (4) years, to meeting the needs of the area through the year 2050.

Additionally, the MTP shall be physically and financially feasible and should be acceptable to the federal, state, and local agencies and capable of being revised due to unforeseen circumstances.

#### **KYOVA GOALS**

- ✓ Develop plans and programs that are consistent with the USDOT Infrastructure Investment and Jobs Act (IIJA) - Public Law 117-58.
- ✓ Improve the quality of life for the region's citizens by identifying ways to enhance regional transportation system.
- ✓ Assist member governments and agencies in addressing local and regional transportation concerns in a "3-C" (continuing, cooperative, and comprehensive) manner.
- ✓ Assure the prudent expenditures of public funds for projects located within the KYOVA Planning area.

#### **KYOVA OBJECTIVES**

- ✓ Secure and share data to evaluate and assess the service provided by the existing transportation system.
- ✓ Establish a program for continuous updating of data as conditions change to permit periodic review of the plan by reflecting consideration of alternate activities.
- ✓ Create a truly functional relationship between transportation and balanced metropolitan development.
- ✓ Evaluate current transportation deficiencies and future needs, with respect to both facilities and operations, within the context of urban growth and foreseeable land-use changes.
- ✓ Provide early, effective, continuous public involvement, and technical planning support into the decision making process to encourage proactive participation by all parties and to provide legislative entities and the public with fully documented reports on transportation needs.
- ✓ Prepare realistic plans to improve all modes of transportation services and established programs and priorities for plan implementation.
- ✓ Maintain federal designations and planning processes and meet federal and state requirements for regional programs.

#### **KYOVA PERFORMANCE TARGETS**

KYOVA will complete the Performance Target Reports within 180 days of the last state's submission from our tri-state region (West Virginia, Kentucky, and Ohio) adoption of targets. A process has been developed jointly with each state DOT to report these targets and annual values as designated by FHWA and/or FTA. This process will be reviewed prior to each reporting period to evaluate and verify the reporting requirements are met.

#### **PREVIOUS WORK**

The FY 2026 End of Year Performance and Expenditure Report (P&E) will provide a complete accounting and narrative of the year's activities. During FY 2026 monthly reports and/or invoices were submitted to WVDOH/WVDOT, KYTC, and ODOT detailing completed activities.

## HISTORY AND MISSION

KYOVA Interstate Planning Commission is an association of local governments in western West Virginia, northeastern Kentucky, and southern Ohio that serves as a forum for assessing and acting upon regional transportation concerns. KYOVA's goal is to promote cooperation among members, the governments closest to the people, and to maximize their capabilities for solving problems that cannot be solved by any one authority.

KYOVA was formally organized on October 11, 1968. Its creation, via interstate compact, was the culmination of years of thought initiated in 1965 with the beginning of the Huntington-Ashland-Ironton Area Transportation Study (HAIATS). KYOVA was formed from HAIATS to coordinate and administer transportation planning. In the late 1980s, the Kentucky counties seceded from the KYOVA Interstate Planning Commission and the Commonwealth of Kentucky designated FIVCO Area Development District to function as the MPO and to perform the transportation planning activities in Boyd and Greenup counties, Kentucky. In March 2012, the U.S. Census Bureau released its 2010 urbanized area (UZA) information which demonstrated that the Huntington, WV–KY–OH Urbanized Area grew in terms of land area and population. The 2010 population for the Huntington, WV-KY-OH Urbanized Area exceeded 200,000, and as a result of the population growth, the area was designated a Transportation Management Area (TMA). The newly designated Huntington, WV-KY-OH TMA added Boyd and Greenup counties, Kentucky to the previous West Virginia counties of Cabell and Wayne and the urbanized portion of Lawrence County, Ohio. Additionally, the areas of Hurricane and Teays Valley in Putnam County, West Virginia were included in the March 2012 TMA designation. As a result, beginning July 1, 2013, all MPO planning activities relating to the Boyd and Greenup counties in Kentucky were reunited with the KYOVA Interstate Planning Commission. However, the Regional Intergovernmental Council (RIC) located in Charleston, West Virginia continue oversight for the transportation planning activities for Putnam County.

To provide a recognized geographical area of activity, in 1966, the Bureau of the Census designated the urbanized area of Huntington-Ashland-Ironton as the Metropolitan Statistical Area (MSA). This area included: Cabell and Wayne counties in West Virginia; Boyd and Greenup counties in Kentucky; Lawrence County, Ohio; and the cities of Huntington, West Virginia; Ashland, Kentucky; and Ironton, Ohio. On February 28, 2013, the Office of Management and Budget (OMB) redesignated the MSA based on the standards published in the June 28, 2010 Federal Register (75 FR 37246-37252) and Census Bureau data to include Putnam and Lincoln counties, West Virginia making the Huntington, WV MSA the largest in the state of West Virginia. The designation continued with the 2020 Census to include the seven (7) counties from a three-state region with an estimated population of 356,581 as of July 1, 2021.<sup>1</sup>

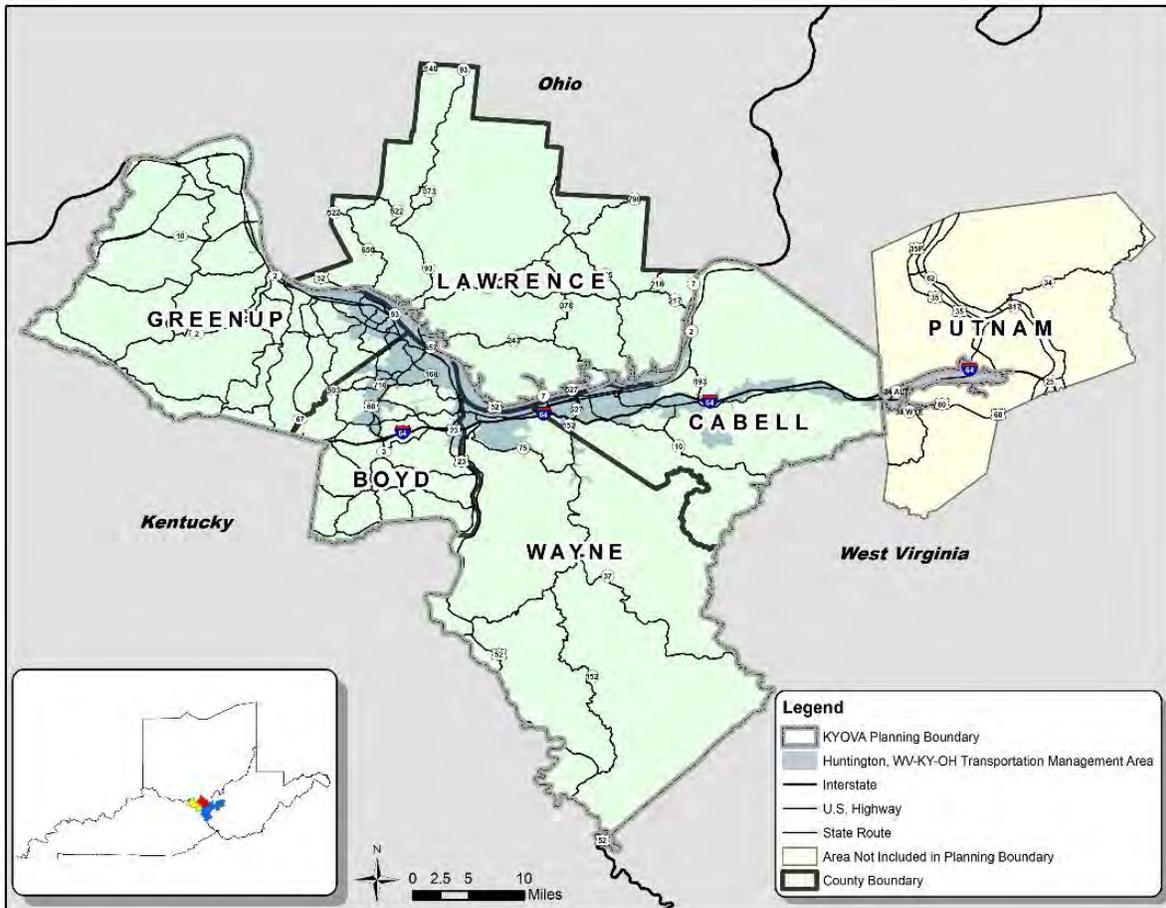
## AREA OVERVIEW

The Huntington, WV–KY–OH Transportation Management Area encompasses Cabell and Wayne counties and a portion of Putnam County in West Virginia, Boyd, and Greenup counties in Kentucky and the urbanized portion of Lawrence County, Ohio. This area encompasses the urban area for the present design year to 2050. As mentioned previously, RIC oversees the transportation planning for Putnam County, West Virginia. *Figure 1* depicts Huntington, WV-KY-OH Transportation Management Area, and the planning area for the KYOVA Interstate Planning Commission.

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<sup>1</sup>U. S. Census Bureau, Population Division / Annual Estimates of the Resident Population for Metropolitan Statistical Areas in the United States and Puerto Rico: April 1, 2020 to July 1, 2021 (CBSA-MET-EST2021-POP). Release Date: March 2022. Link: Metropolitan and Micropolitan Statistical Areas Totals: 2020-2021 (census.gov).

**Figure 1: KYOVA Metropolitan Planning Boundary for the Huntington, WV-KY-OH TMA**



Below, *Table 1* presents a snapshot of the region’s land area, population, and housing units.

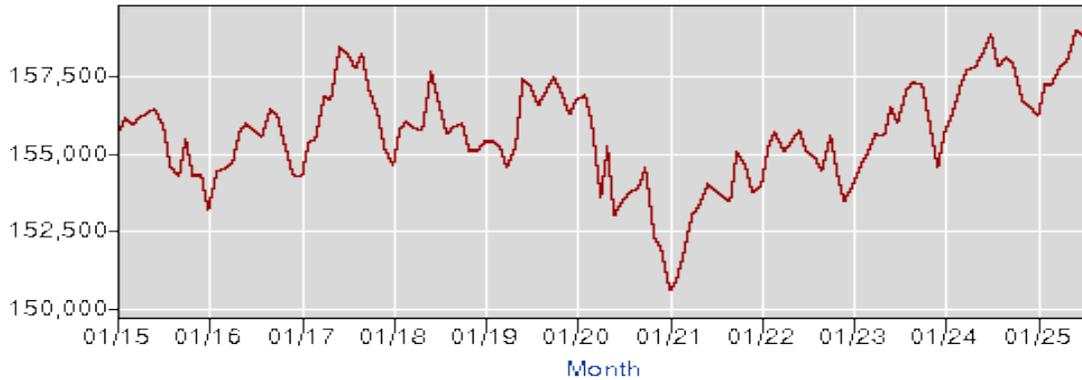
**Table 1: KYOVA Demographic Summary – 2020**

| County, State         | Land Area<br>(square miles) | Population     | Total Housing Units |
|-----------------------|-----------------------------|----------------|---------------------|
| Cabell, West Virginia | 281.0                       | 94,350         | 46,125              |
| Wayne, West Virginia  | 506.8                       | 38,982         | 18,313              |
| Putnam, West Virginia | 346.4                       | 57,440         | 24,233              |
| Boyd, Kentucky        | 160.0                       | 48,261         | 21,742              |
| Greenup, Kentucky     | 344.0                       | 35,962         | 16,873              |
| Lawrence, Ohio        | 453.4                       | 58,240         | 26,501              |
| <b>Total</b>          | <b>2,091.6</b>              | <b>333,235</b> | <b>153,787</b>      |

Source: <https://data.census.gov/profile>

The Bureau of Labor Statistics of the U.S. Department of Labor published the Huntington-Ashland, WV KY-OH Metropolitan Statistical Area’s Civilian Labor force at 158,900 persons for the period ending September 2025, which was the most recent at the time of this report. Figure 2 illustrates the Civilian Labor Force from January 1, 2015 to July 31, 2025. The unemployment rate in September 2025 was 4.6 percent.

**Figure 2: Civilian labor Force Huntington-Ahland, WV-KY-OH (MSA) – January 1, 2015 to September 30, 2025**



## **AIR QUALITY**

### **Air Quality (1997 Ozone Standard – South Coast II)**

KYOVA is located in the Huntington–Ashland 8-hour ozone maintenance area, which includes Cabell and Wayne counties in West Virginia and Boyd County in Kentucky. Following the 2018 South Coast II court ruling, EPA’s Transportation Conformity Guidance (EPA-420-B-18-050) allows metropolitan transportation plans (MTPs) and transportation improvement programs (TIPs) in affected 1997 ozone areas to demonstrate conformity without a regional emissions analysis, provided they meet the remaining requirements in 40 CFR Parts 51 and 93 including use of latest planning assumptions, interagency consultation, timely implementation of any applicable transportation control measures, and fiscal constraint.

For the Huntington–Ashland area’s second 10-year maintenance plans under the 1997 8-hour ozone standard, EPA has identified two “end of maintenance” dates: October 16, 2026, for the West Virginia portion (Cabell & Wayne County), as documented in EPA’s approval of West Virginia’s second maintenance plan through that date, and September 4, 2027, for the Kentucky portion (Boyd County), as confirmed by EPA Region 4. After October 16, 2026, EPA Region 3 will issue an official letter marking the end of the West Virginia maintenance period and will no longer be involved in conformity for the 1997 standard, while EPA Region 4 will continue to review KYOVA’s conformity determinations focused on Kentucky projects until September 4, 2027. KYOVA will therefore continue to conduct transportation conformity determinations for the MTP and TIP under the 1997 ozone standard through September 4, 2027, with the Kentucky portion of the area as the conformity focus, after which conformity for this standard will no longer be required so long as monitored air quality in the area continues to meet applicable National Ambient Air Quality Standards (NAAQS).

### **2006 24-hours PM2.5**

The Huntington Transportation Management Area (TMA) is subject to the 2006 24-hour PM2.5 standard; however, under 40 CFR 93.109(f), EPA has found motor vehicle emissions to be an insignificant contributor for this pollutant and standard, so KYOVA is not required to conduct a regional emissions analysis for transportation conformity for PM2.5, provided all other applicable conformity criteria are met. On February 7, 2024, EPA finalized a rule strengthening the primary (health-based) annual PM2.5 National Ambient Air Quality Standard from 12.0 to 9.0 micrograms per cubic meter, based on a three-year average. All counties in the KYOVA region currently meet the revised annual PM2.5 standard of 9.0 micrograms per cubic meter, and KYOVA will continue to monitor regulatory guidance and air quality status to ensure ongoing conformity compliance.

## **LOCAL PARTICIPATION AND BOUNDARIES**

KYOVA Interstate Planning Commission emphasizes meaningful local participation in transportation planning, particularly where community needs, priorities, and development plans are best understood by local officials and residents. Engaging communities throughout the Huntington, WV–KY–OH Urbanized Area helps build shared understanding and cooperation among the public and the multiple governmental agencies involved in the metropolitan transportation planning process. KYOVA continually examines and addresses transportation issues within its planning area and is responsible for programming significant federal transportation funds each year to implement specific highway, transit, and multimodal projects. Because the metropolitan planning area crosses West Virginia, Kentucky, and Ohio, the MPO must account for differing state laws, procedures, and institutional structures, along with local land use patterns, industrial and commercial activity, and proposed developments that shape travel demand and future growth.

As a unified regional body, KYOVA serves as the primary forum for regional transportation decision-making, bringing together counties, municipalities, townships, authorities, and other entities to address transportation issues through committees, task forces, workshops, and other collaborative activities. KYOVA's process includes coordination with state and federal agencies, local governments, private sector stakeholders, and citizens, ensuring that emerging issues and specific projects are evaluated in a regional context. By working collectively, the KYOVA communities present a consistent voice to state and federal partners and advance a unified multimodal transportation system that supports the efficient movement of people, goods, and services.

The Huntington, WV–KY–OH Urbanized Area transportation system is guided by KYOVA's Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP), which together address long-range (20+ year) and short-range (4-year) investment priorities and must comply with metropolitan planning requirements established in the Infrastructure Investment and Jobs Act (IIJA) and its predecessors. Successive federal surface transportation laws—including SAFETEA-LU, MAP-21, the FAST Act, and IIJA—have maintained and expanded a set of federally required planning factors (now ten) that MPOs must consider, covering topics such as safety, security, congestion management, freight, system resiliency, tourism, environmental protection, and economic vitality. These planning factors, and how they relate to KYOVA's FY 2027 Unified Planning Work Program activities, are addressed in the planning factors section of this UPWP.

KYOVA's FY 2027 Unified Planning Work Program (UPWP) continues to recognize the six (6) Livability principles as adopted by the U.S. Department of Transportation, the U.S. Departments of Housing and urban Development and the U.S. Environmental Protection Agency. These Livability Principles are:

1. Provide more transportation choices
2. Promote equitable, affordable housing
3. Enhance economic competitiveness
4. Support existing communities
5. Coordinate and leverage federal policies and investment
6. Value communities and neighborhoods

## **ORGANIZATIONAL STRUCTURE**

KYOVA's planning process is authorized by a Joint Resolution adopted by the states of West Virginia, Kentucky, and Ohio. The objectives and policies of KYOVA were formed under Chapter 8, Article 4C, Section 1, Official Code of West Virginia, 1931, as amended, now operating under revised Chapter 8, Article 26, Sections 1 through 5; Section 713.30 through 713.34, Ohio Revised Code and Chapter 65, and further described in the Articles of Agreement of the KYOVA Interstate Planning Commission (Huntington, WV–KY–OH Urbanized Area). KYOVA adopted the state of Kentucky's planning process as it relates to transportation and regional planning efforts. The planning process provides the WVDOH/WVDOT, KYTC, and ODOT with the following:

- Memorandum of Understandings (MOUs);
- Work program and budget for the current year and each ensuing year in accordance with the Prospectus;
- Periodically updated, annually affirmed Metropolitan Transportation Plan (MTP) resulting from the process;
- Biennially updated Transportation Improvement Program (TIP) resulting from the process; and
- Periodic reporting of events, developments and accomplishments resulting from the transportation planning process.

The comprehensive scope of KYOVA Interstate Planning Commission (Huntington, WV-OH-OH Urbanized Area) requires an organizational structure that ensure all affected agencies and groups may participate in the development and coordination of the planning process, and that the work be carried forward in an efficient manner to develop the plan within the scheduled time and financial budget. Furthermore, Section 23 CFR 450.310 (d) states that each metropolitan planning organization that serves as a designated Transportation Management Area (TMA) shall consist of local elected officials; officials, public agencies that administer or operators of major modes of transportation in the metropolitan area, including representation by providers of public transportation; and appropriate state officials.

To fulfill the federal requirement, identified individuals serve on the KYOVA transportation committees where they provide technical advice and public support in order for the region to realize its full potential. Proper technical staffing is also essential to attain KYOVA's objectives. A description of KYOVA's committee structure, based on KYOVA Bylaws and 23 CFR 301 (d), is as follows:

### **EXECUTIVE COMMITTEE**

The Executive Committee is comprised of the chief elected officials or their designated appointee from within the KYOVA Planning Boundary. From its membership, a smaller Executive Board is appointed to oversee the routine work. Staff report to the Executive Committee on administrative and procedural matters.

### **POLICY COMMITTEE**

The Policy Committee (PC) consists of 42 voting members who are comprised of representatives from: Cabell, Wayne, and Putnam counties, West Virginia; the city of Huntington, West Virginia; Boyd and Greenup counties, Kentucky; the city of Ashland, Kentucky; Lawrence County, Ohio; and the city of Ironton, Ohio and one member from each of the three local/regional transit agencies. KYOVA's Policy Board Members, the formal decision making body, is determined by established Bylaws. The Bylaws provide a seat for identified locally elected officials and their appointees and are not selected by the MPO. All meetings and official activities of the MPO are held in buildings and locations that comply with accessibility standards according to the Americans with Disabilities Act (ADA). Membership representation is highlighted below. Current membership by name can be found on the KYOVA website at <https://www.kyovaiipc.org/policyboardnew.php>.



|  |   |
|--|---|
| Gallia County                                      | <ul style="list-style-type: none"> <li>County Engineer</li> </ul>   |
| Lawrence County, Ohio                              | <ul style="list-style-type: none"> <li>County Engineer</li> <li>Director/Asst. Director, Ironton-Lawrence County Community Action Organization</li> <li>Manager, Lawrence County Transit</li> </ul> |
| City of Ironton                                    | <ul style="list-style-type: none"> <li>City Appointment</li> </ul>  |
| The Greater Lawrence County Chamber of Commerce    | <ul style="list-style-type: none"> <li>Chamber Appointment</li> </ul>   |
| Ohio Department of Transportation – Central Office | <ul style="list-style-type: none"> <li>Transportation Planner</li> <li>Air Quality Planner</li> <li>Planner</li> </ul>  |
| Ohio Department of Transportation – District 9     | <ul style="list-style-type: none"> <li>Program Coordinator</li> <li>Program Management Coordinator</li> <li>Planning Engineer</li> </ul>  |
| Federal Highway Administration                     | <ul style="list-style-type: none"> <li>West Virginia Division</li> <li>Kentucky Division</li> <li>Ohio Division</li> </ul>  |
| Federal Highway Administration                     | <ul style="list-style-type: none"> <li>FTA Region 3</li> <li>FTA Region 4</li> <li>FTA Region 5</li> </ul>  |

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| <b>Social Media</b>   |   |  |
| Social Media  | Webpage   | <a href="http://www.kyovaipc.org">www.kyovaipc.org</a>           |
|   | Facebook  | Keyword: KYOVA Interstate Planning Commission                    |
|   | Twitter (X)   | Keyword: @kyovaipc   |

**FY 2027 UPWP PLANNING TASK SUMMARY**

**380127 – Management and Administration** activities are directed toward administering the day-to-day administrative, contract management, Unified Planning Work Program (UPWP), Title VI/LEP and Americans Disability Act (ADA) oversight/complaint activities, Disadvantaged Business Enterprise (DBE), and financial planning activities that ensure that the MPO conform to internal policy, as well as the policies and legal requirements set forth by WVDOH, KYTC, ODOT, federal agencies, and obligations stated in the USDOT legislation set forth in the Infrastructure Investment and Jobs Act (IIJA).

**380227 – Short-Range Planning and Transportation Improvement Program (TIP)** consists of short-range planning activities to support the Infrastructure Investment and Jobs Act (IIJA) legislation for the near-term transportation needs within the KYOVA planning area. The short-range program is designed to identify deficient areas, provide a solution to the deficiency, and initiate strategies to eliminate such challenges. Additional activities will include Transportation Improvement Program (TIP) maintenance, establishing and monitor performance measures, safety and security, and concept/reliability planning/studies, freight planning, active transportation/pedestrian/bicycle planning, administration of the Surface Transportation Block Group (STBG) Program dedicated funds, and ODOT’s STIP development, Access Ohio 2050, Transport Ohio, and Walk.Bike.Ohio.

**380327 – Metropolitan Transportation Planning** guides the long-term development of transportation improvements for a period of approximately twenty (20) years. KYOVA’s Metropolitan Transportation Plan (MTP) provides the guidance for the Huntington, WV-KY-OH Urbanized Area through 2050. The goals and objectives of the MTP are based upon the Infrastructure Investment and Jobs Act (IIJA) legislation, planning regulations, changes in population, commercial activities, industrial development, and patterns of growth. The MTPs intent is to maximize the benefits of available funding provided by all government agencies for transportation improvements in the service area; provide local governments with information on future system demands with alternative solutions to meet those demands and to allow sound transportation policy decisions.

**380427 – Transportation Surveillance and Geographic Information System (GIS)** provides for collection and maintenance of data files and transportation modelling. Data collection and analysis in support of public involvement and Planning and Environmental Linkages (PEL) studies and plans, land-use, transportation crash/fatalities/traffic accident program data files all play an important role in improving transportation decision-making services to the region. As one part of the data analysis, KYOVA utilizes a TransCAD travel demand modeling software that is continually refined to provide the most accurate traffic forecast volumes, economic data, travel time segments, etc. KYOVA will continue to update the Congestion Management Process (CMP) for the KYOVA metropolitan planning area and the TMA boundary and their Travel Demand Model (TDM) to 2050 with 2020 as the base year and interim years of 2025, 2035, and 2045. The CMP and TDM will conclude before FY 2027.

**380527 – Air Quality Planning and Conformity** places an emphasis on air quality planning activities that ensure the transportation planning activities are consistent and meet requirements as outlined by the Infrastructure Investment and Jobs Act (IIJA), the Federal Clean Air Act (as amended), US EPA Guidance, State Environmental Agencies, and local and state government clean air goals.

**380627 – Public Participation** addresses the Infrastructure Investment and Jobs Act (IIJA) regulation and focuses on three basic principles: 1) ensure a robust public involvement opportunity for the public-at-large in decision-making; 2) prevent high and adverse impacts of decisions to the public-at-large; and 3) ensure the public-at-large receive proportionate benefits. This element also addresses the Participation an maintenance, public outreach activities for amendments and administrative modifications/adjustments to the MTP, TIP, Human Transportation Services Coordination Plan, and Title VI/LEP document updates.

**380727 – Surface Transportation Program (STP) Planning** provides for sustainable development through interagency cooperative practices and management strategies that target increased accessibility, cleaner air and water, improved health conditions and broad-based economic, community development and recovery through the metropolitan planning process and surface transportation planning.

**380827 – Transit Planning – West Virginia & Ohio** provides coordinated transit planning activities for the West Virginia counties (Cabell and Wayne) and the urbanized portion of Lawrence County, Ohio which fall within the KYOVA Planning Boundary. It also includes transit coordination with the Kentucky counties (Boyd and Greenup), also within the KYOVA Planning Area. Other activities include data collection and planning support, assistance with Section 5307, 5339, 5310 programs, and maintaining KYOVA's Coordinated Public Transit-Human Services Transportation Plan.

**380927 – Section 5310 Administration** in this activity KYOVA partners with the Tri-State Transit Authority (TTA) in the administration of the Huntington, WV-KY-OH Urbanized Area Section 5310 Program.

**381027 – WV 152 Safety Study (WV)** – conduct a study assessing safety on WV 152 near German Ridge Road in West Virginia.

**381127 – Lawrence County, OH Transit Planning** – will support and perform transit operation planning to the Lawrence County Transit (LCT). Funding to be provided by CMAQ –Ohio.

**381227 – Connector study for routes US35/SR7 (OH)** – conduct a study for a connector road between US 35 in Gallia County and SR 775/SR 7 in Lawrence County. (PID 92403)

**381327/381427/381527 – Complete Streets Designated Activity** – support/implementation activities specifically identified for the Infrastructure Investment and Jobs Act (IIJA) Complete Streets regulation to utilize 2.5% of PL funds to provide a safe transportation network for travelers of all ages and abilities as outlined in Section 11206 of IIJA.

**381627 – Greenup County Transit Feasibility Study (KY)** – conduct a study to identify transit needs and opportunities in the unserved urban portion of Greenup County.

**381727 – Greenup New Service Transit Study (KY)** – conduct a study to identify the transportation gaps and provide transit options for those requiring service trips from areas that are not currently be served in Greenup County.

**381226 – US52/SR93 Storms Creek Study, Lawrence County, OH** – The feasibility study will address the purpose and need, alternatives considered and other pertinent information for project development, especially ROW acquisitions and environmental impacts. The feasibility study will assist in advancing the project from its current stage to a point that would be considered for a shovel ready design build project. (PID 119448)

**381626 – Beech Fork Connector Road Study** – This is a feasibility study for the proposed connector road between the Beech Fork Marina and the Campground that will evaluate the project's viability and impact.

**381726 – Barboursville CSX Drainage Study** – This study will conduct a NEPA study to address hydraulics of the drainage system that serves the CSX Underpass on Central Avenue (County Road 31 – Martha Road).

**381925 – Freight Study** – The goal of this element is to complete a freight transportation planning and/or study activities for Cabell and Wayne counties, WV.

**382025 – CMP/Model-WV** – will complete a comprehensive congestion management process and updated model for the Huntington, WV-KY-OH Urbanized Area.

**382124 – Ohio River Valley Tri- State Safety Action Plan project** will provide funding to complete a comprehensive Safety Action Plan for the Tri-State Region funded through the SS4A program – completion date September 2028.

**385127 – Kentucky 5303 Transit Planning** – this element provides for coordinated planning activities to oversee and develop the transit planning process, for the Kentucky Section 5303 funding dedicated to Boyd and Greenup Counties which are located in the Huntington, WV- KYOVA Urbanized Area.

**PLANNING FACTORS**

The previous transportation bill (FAST Act) defined ten specific “Planning Factors” for developing transportation plans and programs. The Infrastructure Investment and Jobs Act (IIJA) continued these planning factors which ensure the local transportation planning process is consistent with national goals and objectives.

**Planning Factors**

1. Support the economic vitality of the KYOVA Planning Area (Huntington, WV-KY-OH Urbanized Area), especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized uses;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

**Table 2** identifies KYOVA’s FY 2027 UPWP work elements (not including Planning Studies) as they relate to the ten (10) planning factors.

**Table 2: FY 2027 UPWP Planning Factor Summary**

| KYOVA FY 2027 UPWP Work Element   | Planning Factors |   |   |   |   |   |   |   |   |    |
|---|------------------|---|---|---|---|---|---|---|---|----|
|   | 1                | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 380127 – Management and Administration                                      | X                |   |   |   |   |   | X |   |   |    |
| 380227 – Short-Range Planning and Transportation Improvement Program (TIP)  |                  | X | X | X | X | X |   | X | X | X  |
| 380327 – Metropolitan Transportation Planning                               | X                | X | X | X | X | X |   | X | X | X  |
| 380427 – Transportation Surveillance and Geographic Information (GIS)       | X                | X | X | X | X | X | X | X | X | X  |
| 380527 – Air Quality Planning   | X                |   |   |   | X |   | X |   |   | X  |
| 380627 – Public Participation   |                  | X | X |   |   |   |   | X |   | X  |
| 380727 – Surface Transportation Program (STP) Planning                      | X                | X | X | X | X | X | X | X | X | X  |
| 380827 – Transit Planning West Virginia & Ohio                              | X                | X |   | X | X | X |   |   | X | X  |
| 380927 – Section 5310 TMA Transit Administration (shared activity with TTA) | X                | X |   | X |   | X |   | X |   | X  |

|  |   |   |   |   |   |   |   |   |   |   |   |
|--|---|---|---|---|---|---|---|---|---|---|---|
| 381027 – KYOVA/RIC Joint TMA Coordination – WV               | X | X |   | X | X | X | X | X | X | X | X |
| 3813247/381427/381527 – Complete Streets Designated Activity |   | X | X | X | X | X |   |   |   | X | X |
| 385127 – Kentucky 5303 Transit Planning                      | X | X | X | X | X | X | X | X | X | X | X |

**FY 2027 UPWP PLANNING FOCUS/EMPHASIS AREAS**

The FY 2027 UPWP was developed to meet the requirements set forth in the Infrastructure Investment and Jobs Act (IIJA). To fulfill IIJA requirements KYOVA will provide transportation planning with a focus on Travel Demand Modeling, Resilience, and increasing Safe and Accessible Transportation Options (IIJA Public Law 117-58, Section 11206. Prior to the development of the Work Program, KYOVA received guidance from the Ohio Department of Transportation (ODOT) and the Kentucky Transportation Cabinet (KYTC) regarding focus/emphasis areas which will be included in the appropriate work element. The table below provides a snapshot of those activities.

**TABLE 3: PLANNING FOCUS/EMPHASIS AREAS**

| <b>Emphasis/Focus Area</b>   | <b>Activity</b>   | <b>Work Element</b>   |
|--|---|---|
| Travel Demand Modeling   | <ul style="list-style-type: none"> <li>Coordinate with KYTC Modal Branch on developments and employment</li> </ul>  | 380227, 380327, 380427. 380025                                |
| Resilience   | <ul style="list-style-type: none"> <li>Review KYTC Transportation Asset Management Plan (TAMP) for vulnerable assets and facilities requiring repeated repair/reconstruction and include information in planning documents</li> </ul>   | 380227, 380327, 385127  |
| Increasing Safe and Accessible Transportation Options IIJA- Public Law 117-58, Section 11206 | <ul style="list-style-type: none"> <li>Complete Streets activities and plans which ensure the safe and adequate accommodation of all users of the transportation system</li> <li>Funding Requirement-no less than 2.5% of amounts made available under section 104(f) of Title 23 USC</li> </ul>  | 380227, 381327, 381427, 381527                                |
| MPO Capital Programs   | <ul style="list-style-type: none"> <li>Implementation of strategies for improved performance and maximum commitment of annual capital program budgets</li> <li>Utilize MPO capital programs dashboard to manage and monitor capital program</li> <li>Partner with ODOT to ensure prompt project programming into Ellis</li> <li>Monitor capital program performance measures and meet established targets to the maximum extent possible</li> </ul> | 380227, 380327, 380127, 380427, 380827                        |
| Development and Maintenance of the TIP/STIP  | <ul style="list-style-type: none"> <li>ODOT TIP/STIP development</li> <li>Modification/maintenance of the ODOT 2026-2029 STIP</li> <li>Coordination activities</li> <li>Report regional transportation performance measures</li> </ul>  | 380227, 380327, 380427, 380527, 380727, 380827 380927, 385127 |
| Public Engagement and Title VI Compliance  | <ul style="list-style-type: none"> <li>Documented activities related to conducting public involvement and activities pertaining to Title VI compliance within the work program</li> </ul>   | 380227, 380327, 380427. 380627, 380827, 385127                |

**Responsible Party**

All work will be performed by the KYOVA staff except as noted. Consulting firms are used to supplement staff resources as needed and as noted in the individual work elements and also in the budget tables. KYOVA’s procurement procedures are consistent with (Federal Super Circular) 2 CFR 200. Transit work elements 380927 – Section 5310 TMA Transit Administration and 381127-Lawrence County, Oh Transit Planning are shared responsibility with the respective noted agencies.

# **KYOVA Interstate Planning Commission**

**Huntington, WV-KY-OH Urbanized Area**

**FY 2027**

**Unified Planning Work Program**

**SECTION II**

**Planning Work Elements**

**380127 – MANAGEMENT AND ADMINISTRATION**

| ELEMENT NO: 380127            | TOTAL REVENUE | REVENUE  |          |          | MAN HOURS |     |     |
|-------------------------------|---------------|----------|----------|----------|-----------|-----|-----|
| MANAGEMENT AND ADMINISTRATION | \$136,797     | WV       | KY       | OH       | WV        | KY  | OH  |
|                               |               | \$68,399 | \$42,407 | \$25,991 | 657       | 407 | 250 |
| REVISED                       |               |          |          |          |           |     |     |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

The *Management and Administrative* work element goal is to facilitate the efficient administration of the transportation planning program and to efficiently manage and meet federal, state, local governments, and public transit agencies regulatory, administrative, and management requirements within the federal surface transportation authorization legislation and state planning regulations.

**METHODOLOGY**

This work element provides for the management and administrative activities for the FY 2027 UPWP. Activities include but are not limited to:

**1. Administration and Management**

- KYOVA Staff will provide monthly progress and year end Performance Expenditure reports, audits, budget management, lease agreements, multi-party planning agreements, DBE program reports, program self-certification, and equipment and supply purchases.
- Dissemination and public knowledge of information is necessary for a successful transportation planning program. During FY 2027, KYOVA Staff will maintain committee membership lists and will provide information to the Policy Committee (PC), Technical Advisory Committee (TAC), Executive Board, and citizens-at-large. Representation and activities include but are not limited to public ports, providers of transportation services, both private and public.
- Training is paramount in order to successfully fulfill the transportation planning functions. To ensure staff is up to date on program activities, federal and state requirements, KYOVA staff will attend trainings and/or host meetings, courses, seminars, workshops, and conference calls. At times meeting costs may be incurred and for eligible expenses, KYOVA Staff will secure and pay for printing charges and meeting space outside the KYOVA Office.
- KYOVA will review the interagency agreements for federal, state, and local partners and update as needed.
- Direct charges solely for transportation planning activities and/or events that do not fall directly under one of the other work elements within the KYOVA FY 2027 UPWP will be charged to this element.
- KYOVA will manage the Title VI/LEP procedures and complaints which will provide oversight and conduct activities that ensure policies and activities are in accordance with local, state, and federal regulations.

**2. Unified Planning Work Program (UPWP)**

The UPWP is an annual document outlining the work activities to be accomplished during the fiscal year. During FY 2027 KYOVA Staff will amend or make necessary corrections to the FY 2027 UPWP and develop the Draft and Final FY 2028 UPWP as outlined by the KYOVA Participation Plan and defined by the West Virginia Department of Highways (WVDOT/WVDOH), the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODOT), the Federal

Highway Administration (FHWA), and the Federal Transit Administration (FTA). This UPWP element includes completion of the Annual Performance and Expenditure Report.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

**PRODUCTS**

1. Management and Administration activities and expenses to successfully fulfill the transportation planning activities within the Huntington, WV-KY-OH Transportation Management Area and the KYOVA planning area to include completion of the Annual Performance and Expenditure Report, coordinated MPO Director meetings and activities (KYTC and KY MPO, OARC, WVAMPO, etc.), and oversight of KYOVA's Title VI/LEP complaint procedures as specified in the KYOVA Title VI/LEP Plan.
2. Unified Planning Work Program (UPWP): maintenance of the FY 2027 (UPWP) and development of the FY 2028 UPWP.

**PROFESSIONAL DEVELOPMENT**

Meetings, training, and travel required to support the KYOVA Staff in the overall management and administrative activities to include all other activities that do not fall directly under any of the remaining work elements. This may include but is not limited to meetings, conferences, and training activities with WVDOT/WVDOH, KYTC, ODOT, FHWA; FTA, EPA, Ohio Association of Regional Councils (OARC); National Transit Institute (NTI), National Highway Institute (NHI), National Association of Regional Councils (NARC) Conferences, National Association of Development Organizations (NADO) Annual Training Conference, Washington Policy Conference, National Regional Transportation Conference; Kentuckians for Better Transportation (KBT) Annual Conference and meetings, Association of Metropolitan Planning Organizations (AMPO) Annual Conference, and American Association of State Highway and Transportation Officials (AASHTO) Planning Conferences/GIS Transportation Symposium.

**380227 – SHORT-RANGE TRANSPORTATION PLANNING & TRANSPORTATION IMPROVEMENT PROGRAM (TIP) MANAGEMENT**

(SYSTEM PLANNING, CONGESTION MANAGEMENT PROCESS, PERFORMANCE MEASURES, ITS ARCHITECTURE STRATEGIES, SAFETY STUDIES, TRANSPORTATION SECURITY, ADA TRANSITION PLAN, PEDESTRIAN/BICYCLE PLANNING, FTA BUDGET CODE: 44.26.06)

| ELEMENT NO: 380227                        | TOTAL REVENUE | REVENUE  |          |          | MAN HOURS |     |     |
|---|---------------|----------|----------|----------|-----------|-----|-----|
| TIP & SHORT-RANGE TRANSPORTATION PLANNING | \$195,500     | WV       | KY       | OH       | WV        | KY  | OH  |
|   |               | \$97,750 | \$60,605 | \$37,145 | 939       | 582 | 357 |
| REVISED                                   |               |          |          |          |           |     |     |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

The *Transportation Improvement Program (TIP) and Short-Range Planning* work element supports TIP development, oversight, and related short-range planning activities. All projects will align with current transportation plans and studies, ensuring fiscal constraint and air quality compliance. A key goal for FY 2027 is to maintain the FY 2026-2029 TIP, update the TIP to years 2028-2031, and to coordinate the completion of the comprehensive regional freight plan for the Huntington, WV-KY-OH Urbanized Area.

**METHODOLOGY**

**1. Transportation Improvement Program (TIP)**

The TIP is a biennial statement for state and local governments and transit authorities. It is part of a four-year schedule of prioritized and anticipated spending on specific transportation projects and improvements in conjunction with each State Transportation Improvement Program (STIP) for the KYOVA Planning Area (West Virginia, Kentucky, and Ohio). To fulfill this work element, the following activities will be undertaken.

- **2026-2029 TIP Management, Reporting and Monitoring**

To ensure the transportation system meets the needs/requirements of the community and our federal, state, and local partners KYOVA will complete the following activities.

- Identify and prioritize short-range transportation improvements, as needed, through consultation with federal (to include FMLA, STRAHNET, etc.), state, transit, local governments and the general public.
- Ensure TIP Conformity Determination reports will be completed, as needed and will address all required processes.
- Monitor and reconcile projects in the TIP through Amendments and/or Administrative Modifications/Adjustments. Amendments and Administrative Modifications/Adjustments will be processed as outlined in the current KYOVA Participation Plan. Identified active and/or current projects will be reflected on each state DOTs STIP and be fiscally constrained (to include all regionally significant projects) and progressing toward implementation. KYOVA will follow guidance and timelines as provided by each state DOT. TIP updates, if required, will follow each state DOT S/TIP Development Schedule for TIP/STIP inclusion.
- Review/update TIP fiscal constraint documents.
- Monitor the Ellis System (OH specific activity) and report inconsistencies to ODOT between Ellis and the KYOVA TIP project schedule.
- Annual Listing of Obligated Projects: The Annual Listing of Obligated Project report for highway, transit, and planning projects funded with federal funds will be completed within 90 days of the end of the state fiscal year for West Virginia and Ohio (9/30/26) and within 90 days of the end of the federal fiscal year for Kentucky (12/31/26), or as otherwise directed by each state DOT.

- **2028-2031 TIP Development**

KYOVA's will follow ODOT's Development Schedule with activities that meet 23 CFR 450.326 TIP requirements and 40 CFR Part 93 transportation conformity requirements. To fulfill the update requirements KYOVA will:

- Prepare and maintain the fiscally constrained, multi-year TIP that identifies all federally funded and regionally significant transportation projects in the KYOVA planning area by year, phase, funding source, and implementing agency, consistent with the current MTP.
- Coordinate TIP development with KYTC, WVDOH, ODOT, transit providers, and local governments to ensure consistency with state STIPs and available revenues, including preparation of TIP financial tables and year of expenditure cost estimates.
- Conduct public involvement and Title VI/Environmental Justice activities for the TIP update in accordance with the KYOVA Public Participation Plan, including documentation of comments and responses.
- Lead and document the transportation conformity determination for the 2028–2031 TIP (and associated MTP action as needed), including interagency consultation, project coding for regional emissions analysis, use of latest planning assumptions and approved emissions models, comparison of emissions to SIP motor vehicle emissions budgets, and formal MPO adoption of the conformity finding.
- For every project or phase (highway, transit, bicycle/pedestrian, etc.) provide detailed description to identify the project (type of work, termini, length, sponsor, and project phase; include estimated total project cost (which may extend beyond the four-year TIP period, if applicable); include Federal fiscal year(s) of obligation and the amount of federal funds by year for each phase along with category of federal funds (e.g. STBG, NHFP, CMAQ, HSIP, FTA 5303, 5310, 5311, etc.) and the identified source(s) of non-federal match; indicate if the project is regionally significant regardless of funding source that will require any FHWA/FTA approval or action or that could affect regional emissions for conformity; include performance based planning linkages (indication of which federal performance areas/targets the project supports - safety, pavement and bridge condition, system performance/CMAQ, transit state of good repair, transit safety, etc.); ensure all federally assisted transportation projects anticipated within the KYOVA MPO during FY 2028-2031 appear in the TIP or are clearly documented as part of grouped/line-item p[rojects consistent with 23 CFR 450.326.
- Upload draft and final TIP to ODOT STIP Extranet site for USDOT review and provide to WVDOH, KYTC, and other partners as appropriate. Review draft comments and address as needed.
- Prepare for and complete the public review per ODOT's schedule and per KYOVA's Participation Plan
- Update KYOVA's EcoInteractive database with new, updated, or completed projects
- Approved 2028-2031 TIP placed on the KYOVA website following approval – no later than July 1, 2027

- **Staff support activities**

- Host and/or participate in meetings facilitated by WVDOH/DOH, KYTC, ODOT, local transit agencies, FHWA, FTA, and other local or planning agencies to establish new and expand existing transportation partnerships.
- Eligible meeting expenses for hosting meetings outside the KYOVA office to accommodate space to meet ADA requirements and to better engage KYOVA committee members and the community-at-large.

- **Performance Measures**

- KYOVA will coordinate with the state DOTs to successfully report targets as established in the federal guidelines. Additionally, KYOVA will review current policies, rules and procedures to determine project impact on safety for all road users including non-automobile modes.

- Integration of performance measures will be completed through an established reporting process which will illustrate the targets consistency with the federal surface transportation authorization legislation.

## 2. Short-term initiatives

Short-term initiatives relating to transportation of persons, goods, and freight in the KYOVA planning area (Huntington, WV-KY-OH Urbanized Area) will be reviewed and assessed to identify actions that present a systematic approach. Short-range planning activities include development of a transportation system that will safely and efficiently accommodate the traffic flow and encourage advancement for all modes that is ADA compliant while complying with the federal surface transportation authorization legislation. These activities may include:

- **Technical Assistance**

KYOVA strives to develop, promote, and encourage effective working relationships among state, local and federal transportation officials, and other stakeholders responsible for various aspects of transportation infrastructure protection, emergency management, and system operations. KYOVA's coordinated and technical assistance activities include:

- Planning to reconnect communities and to support livable communities through facilitating more environmentally friendly forms of mobility, such as walking, biking, and public transit.
- Planning to provide reasonable and safe transportation networks for travelers of all ages and abilities and to address ADA compliance.
- Planning to reduce vulnerability of existing transportation infrastructure to natural disasters.
- Technical Assistance to the West Virginia Association of MPOs, KY MPO Director's Council, and Ohio Council of Regional Councils (OARC).
- Support activities to ODOT, KYTC, and WVDOH, as requested.

- **Complete Streets Planning** to include the federal surface transportation authorization legislation along with the state and local initiatives to include implementation assistance/coordination with to encourage active transportation. Activities may include:

- Assessment and evaluation of active transportation (vehicle, bicycle, pedestrian, transit, and other non-motorized transportation) with consideration of travel and tourism in the KYOVA region.
- System performance analysis to identify regional active transportation priorities and investigate innovative ways to optimize funding.
- Consider arterial roads and bicycle facilities to include safe pedestrian facilities, safe transit stops, and safe crossing opportunities
- KYOVA Staff to serve as a technical resource to local jurisdictions for active transportation activities and provide assistance to potential recipients to plan, develop, and operate streets and networks that prioritize safety and security, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services and motorists. These activities may include:

- **Planning and Environmental Linkages**

- Encourage agencies (DOTs, Public Transit, etc.) to implement PEL as part of the transportation planning and environmental review process.
- During planning activities, KYOVA will consider timeline of projects and eligibility under FHWA's NEPAs Categorical Exclusion environmental review regulations 23 CFR Part 771(c)(3).

- **Resiliency**

- KYOVA will consider Inclusion of resiliency of the transportation system during planning activities.

- **Freight**
  - KYOVA will consider the following in freight activities and planning:
    - Participation in local, state, regional, and national freight initiatives.
    - Education of government officials and the general public on freight activities and plans and utilize the KYOVA Regional Freight Plan in future planning activities.
    - Consult with WVDOH, KYTC, and ODOT freight divisions to ensure that Critical Urban Freight Corridors and Critical Rural Freight Corridors in the Huntington, WV-KY-OH TMA are identified in the state's National Highway Freight System.
    - Coordinate for the Strategic Highway Network (STRAHNET)/Department of Defense (DOD); and work with stakeholders concerning programs and data sources available to support freight transportation activities and facilities.
    - Coordinate and assist consultants with activities to complete regional and/or state freight plans.
- **Transportation Planning Coordination**
  - Coordinate and consult with STRAHNET, FLMAs, and officials responsible for housing (when warranted) in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands and housing. This may include opportunities to leverage transportation funding to support access and transportation needs.
  - Participation and coordination activities with WVDOT/WVDOH, KYTC, ODOT, FHWA, and FTA, and other transportation planning partners to include scoping studies initiated by KYTC, WVDOT and ODOT.
  - Review current policies, rules, and procedures to determine project impact on safety for all road users to include those outside of automobiles.
  - Dissemination of information and project updates to elected officials, administrators, state and federal agencies, transit providers, and the general public.
  - Coordination activities with ODOT for planning documents to include Access Ohio 2050, Transport Ohio, and Walk.Bike.Ohio. This may also include the Maritime Plan, Ohio Airport System Plan, the Ohio Rail Plan, and/or other planning activities/studies.
  - Provide assistance to LPAs regarding ADA Transition Plans, as requested.
  - Provide technical assistance to the West Virginia Association of MPOs, KY MPO Director's Council, and the Ohio Council of regional Councils (OARC).
  - Eligible meeting expenses for hosting meetings outside the KYOVA office to accommodate for space, to meet ADA regulations, and to engage KYOVA committee members and the community-at-large.
  - All other Staff support for Short-Range Transportation Planning activities not specifically identified above.
- **Title VI/LEP/ADA Plan Development**
  - Annual Review and update (or as needed) of Title VI/LEP Plans.
  - Staff training for ADA/Title VI/LEP activities as specified by the state and federal partners.

### 3. KYOVA Surface Transportation Block Grant Program

KYOVA, as the designated TMA for the Huntington, WV-KY-OH TMA receives federal suballocated funds through the Surface Transportation Block Grant Program (STBG), the STBG Set-Aside Program, Congestion Mitigation Program (CMP) funds, ODOT Congestion and Mitigation Air Quality Program (CMAQ) for Lawrence County, OH. To guarantee accuracy, keep track of the funding, and to promote the program, KYOVA will oversee, maintain and be responsible for the fiscal management of the dedicated STBG funding program.

## **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

## **PRODUCTS**

1. KYOVA Transportation Improvement Program (TIP) activities to include maintenance, amendments, administrative modifications/adjustments, and funding refinement for the FY 2026-2029 TIP. For the 2028-2031 TIP update KYOVA will prepare and maintain the fiscally constrained, multi-year TIP that identifies all federally funded and regionally significant transportation projects in the KYOVA planning area by year, phase, funding source, and implementing agency, consistent with the current MTP.
2. Coordinate TIP development with KYTC, WVDOH, ODOT, transit providers, and local governments to ensure consistency with state STIPs and available revenues, including preparation of TIP financial tables and year of expenditure cost estimates.
3. Conduct public involvement and Title VI/Environmental Justice activities for the TIP update in accordance with the KYOVA Public Participation Plan, including documentation of comments and responses.
4. Maintain TIP amendment and administrative modification procedures, process TIP changes, and produce the federally required Annual Listing of Obligated Projects.
5. Lead and document the transportation conformity determination for the 2028–2031 TIP (and associated MTP action as needed), including interagency consultation, project coding for regional emissions analysis, use of latest planning assumptions and approved emissions models, comparison of emissions to SIP motor vehicle emissions budgets, and formal MPO adoption of the conformity finding.
6. Short-range planning initiatives to fulfill the transportation planning requirements under federal surface transportation authorization legislation. To include complete streets planning, planning and environmental linkages (PEL) and Categorical Exclusion environmental review activities, freight planning, coordination activities, Title VI/LEP/ADA transition plan review and development (as requested), resiliency planning to include review of the Kentucky Transit Asset Management Plan (TAMP) for vulnerable assets and facilities requiring repeated repair/reconstruction to be used in the KYOVA planning documents, assist in making project funding decisions and to serve as a resource to local, regional, state, and federal agencies, Access Ohio 2050, Transport Ohio, Walk.Bike.Ohio, and any other short-range planning activities required to fulfil this initiative.
7. Oversight activities for the KYOVA Surface Transportation Block Grant Program (STBG), STBG Set-Aside and other current federal/state funding programs providing funds for transportation related projects.

## **PROFESSIONAL DEVELOPMENT**

Meetings, training, and travel required to assist the KYOVA staff in short-range transportation planning and to administer and manage the Transportation Improvement Program (TIP). This may include but is not limited to meetings, conferences, and training activities with WVDOT/WVDOH, KYTC, ODOT, FHWA; FTA, EPA, Ohio Association of Regional Councils (OARC); National Transit Institute (NTI), National Highway Institute (NHI), National Association of Regional Councils (NARC) Conferences, National Association of Development Organizations (NADO) Annual Training Conference, Washington Policy Conference, National Regional Transportation Conference; Kentuckians for Better Transportation (KBT) Annual Conference and meetings, Association of Metropolitan Planning Organizations (AMPO) Annual Conference, and American Association of State Highway and Transportation Officials (AASHTO) Planning Conferences/GIS Transportation Symposium.

### 380327: METROPOLITAN TRANSPORTATION PLANNING

| ELEMENT NO.: 380327                        | TOTAL REVENUE | REVENUE  |          |          | MAN HOURS |     |     |
|--|---------------|----------|----------|----------|-----------|-----|-----|
| METROPOLITAN<br>TRANSPORTATION<br>PLANNING | \$114,712     | WV       | KY       | OH       | WV        | KY  | OH  |
|  |               | \$57,356 | \$35,561 | \$21,795 | 552       | 341 | 209 |
| REVISED                                    |               |          |          |          |           |     |     |

#### WORK SCHEDULE (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

#### GOALS

The goal of Metropolitan Transportation Planning and the KYOVA 2050 Metropolitan Transportation Plan (MTP) is to develop a safe, efficient, and equitable multimodal transportation system over at least a 20-year horizon that maintains infrastructure in a state of good repair, uses resources cost-effectively, and improves mobility and accessibility for all users (highway, transit [public transportation and human services], bicycle/pedestrian, safety, freight, air quality with continued activities consistent with the performance-based and multimodal planning framework established in the current and any subsequent federal surface transportation authorizations. The KYOVA 2050 MTP will support regional land use, economic development; reduce congestion and improve reliability through effective system management and operations; and promote environmental stewardship, air quality conformity, and resilience. It will establish a shared regional vision, identify long-term needs and fiscally constrained priorities, integrate performance-based planning and target-setting as required under the current highway and transit bill, and ensure coordinated, inclusive decision-making across jurisdictions and agencies.

#### METHODOLOGY

Metropolitan Planning Organizations (MPOs) must maintain a focus on managing the existing infrastructure while considering environmental effects of its planning process. Staff will undertake the following to fulfill the Metropolitan Transportation Planning activities:

##### 1. KYOVA 2050 Metropolitan Transportation Plan (MTP)

The KYOVA 2050 Metropolitan Transportation Plan (MTP) was developed through a continuing, cooperative, and comprehensive, performance-based planning process to plan for at least a 20-year horizon and be consistent with current federal metropolitan planning requirements. KYOVA will continue to analyze existing and future conditions, identify needs across all travel modes, and apply adopted performance measures and targets to evaluate alternative strategies and investment packages. The resulting fiscally constrained plan prioritizes projects and policies that advance safety, asset management and state of good repair, mobility and accessibility, equity, environmental stewardship, and economic vitality, while maintaining clear linkages between goals, performance, and funding decision.

During FY 2027, KYOVA will update the KYOVA 2050 MTP which will analyze existing and projected conditions (population, employment, travel patterns, freight flows, safety, pavement/bridge condition, transit needs, bicycle and pedestrian networks, and environmental/air quality factors) and identify multimodal needs and deficiencies; review regional goals, objectives, performance measures, and targets, and evaluate projects and strategies by how well they support safety, state of good repair, system performance/CMAQ, freight, resiliency, and equity outcomes; develop, refine, and prioritize long-range roadway, transit, freight, bicycle, pedestrian, and transportation

demand management strategies and projects, including regionally significant projects needed for air quality conformity; prepare and maintain a financially constrained MTP financial plan that compares estimated costs with reasonably expected revenues from federal, state, local, and other sources, using year-of-expenditure dollars; conduct and document public participation and stakeholder engagement consistent with the KYOVA Public Participation Plan, including focused outreach to Title VI populations; coordinate with WVDOH, KYTC, ODOT, transit operators, freight interests, local governments, and environmental and resource agencies to integrate statewide plans, freight plans, safety plans, and other modal plans into the MTP; support transportation conformity determinations for the MTP, including coordination with the TIP, use of the latest planning assumptions and models, and maintenance of project lists needed for regional emissions analysis, as applicable.

## **2. Long-Range Planning Activities**

Long-range transportation planning activities will support and extend the KYOVA 2050 MTP by maintaining a continuous regional vision, updating demographic and travel forecasts, and assessing long-term system needs and opportunities. Staff will conduct corridor and subarea studies, scenario and land use analyses, freight and multimodal assessments, and resilience and environmental justice evaluations that inform future MTP updates and project prioritization. These activities will refine strategies, explore emerging issues and technologies, and ensure that long-range investment priorities remain aligned with regional goals, performance targets, and the current federal surface transportation authorization.

## **3. Metropolitan Transportation Planning Activities**

Metropolitan transportation planning activities will focus on implementing the federally required metropolitan planning process, including integration of the KYOVA 2050 MTP with the current Transportation Improvement Program (TIP), congestion management, and performance-based planning and programming. Tasks will include maintaining travel demand and related analytical tools, supporting safety and operations planning, incorporating transit and active transportation needs, and ensuring that short-range programming decisions are consistent with the adopted KYOVA 2050 MTP goals, strategies, and fiscal constraint. KYOVA will document methods, analyses, and decision-making in compliance with federal planning regulations and applicable guidance under the current highway and transit bill.

## **4. Coordination with State, Federal, and Local Partners**

Coordination activities will ensure a seamless, cooperative process among the MPO, state DOTs, transit operators, local governments, and federal and regional partners. This includes coordinated efforts with representatives from DOD to provide for coordination and connectivity for STRAHNET routes and other public roads that connect to DOD facilities. KYOVA participate in regular interagency meetings, technical and policy committees, air quality and performance-measure coordination efforts, and data-sharing initiatives to align assumptions, schedules, targets, and project priorities across jurisdictions. Public involvement and stakeholder outreach will be integrated throughout, using a range of engagement tools to ensure that regional, state, and federal perspectives are reflected in the KYOVA 2050 MTP, long-range planning studies, programming decisions, and that the process remains transparent and inclusive.

### **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

## **PRODUCTS**

### **1. MTP Maintenance and Development**

- KYOVA 2050 MTP: KYOVA will maintain an up to date and compliant long-range transportation plan for the KYOVA planning area (Huntington WV-KY-OH Urbanized Area). To ensure a compliant KYOVA 2050 MTP the following activities may be required (but are not limited to): coordination amongst state, federal and local planning partners, amendments and modifications to address identified needs, review of the prioritization of projects, demonstration of a fiscally and physically constrained financial plan, and integration of current performance measures for consistency of the reporting process.
- KYOVA 2050 MTP Update: KYOVA will define schedule, review data and forecasts (population, land use, employment, travel congestion, economic activity, coordination with local, state and federal partners), update system inventory (existing highways, transit services, bike/ped facilities, freight networks, etc.); reassess needs, goals and strategies and refine if necessary; update project list and financial plan; engage the public and coordinate interagency coordination. After the conditions are evaluated and a draft is completed, KYOVA will release it for public review as outlined in the KYOVA Participation Plan. Following public comment and interagency consultation, the KYOVA Policy Board will adopt. After adoption, the updated 2050 MTP will be placed on the KYOVA website.

2. **Long-Range Transportation Planning** activities that will deliver a safe, reliable and integrated transportation system by development of multimodal initiatives and recommendations that connect needs across all modes of transportation for KYOVA planning area that will investigate social welfare, economic factors, and environmental impacts that determine future transportation patterns and development.

## **PROFESSIONAL DEVELOPMENT**

Meetings, training, and travel required to aid the KYOVA staff in the long-range) transportation planning process and the oversight of the KYOVA 2050 MTP. This may include but is not limited to meetings, conferences, and training activities with WVDOT/WVDOH, KYTC, ODOT, FHWA; FTA, EPA, Ohio Association of Regional Councils (OARC); National Transit Institute (NTI), National Highway Institute (NHI), National Association of Regional Councils (NARC) Conferences, National Association of Development Organizations (NADO) Annual Training Conference, Washington Policy Conference, National Regional Transportation Conference; Kentuckians for Better Transportation (KBT) Annual Conference and meetings, Association of Metropolitan Planning Organizations (AMPO) Annual Conference, and American Association of State Highway and Transportation Officials (AASHTO) Planning Conferences/GIS Transportation Symposium.

## 380427: TRANSPORTATION SURVEILLANCE AND GEOGRAPHIC INFORMATION SYSTEMS (GIS)

(SURVEILLANCE, MANAGEMENT & OPERATIONS, TRAVEL MODEL FORECASTING, CONGESTION MANAGEMENT PROCESS, INTELLIGENT TRANSPORTATION SYSTEMS PLANNING, CONNECTED VEHICLES, DATA COLLECTION)

| ELEMENT NO.: 380427                 | TOTAL REVENUE | REVENUE  |          |          | MAN HOURS |     |     |
|-------------------------------------|---------------|----------|----------|----------|-----------|-----|-----|
| TRANSPORTATION SURVEILLANCE AND GIS | \$95,500      | WV       | KY       | OH       | WV        | KY  | OH  |
|                                     |               | \$47,750 | \$29,605 | \$18,145 | 458       | 284 | 173 |
| REVISED                             |               |          |          |          |           |     |     |

### WORK SCHEDULE (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

### GOALS

To support a performance-based, data-driven planning process following current and any subsequent federal surface transportation authorization bills by maintaining robust, multimodal data, analytical tools, GIS and other visualization capabilities; to implement and maintain the Congestion Management Process (CMP) – update to conclude prior to close of FY 2027 for the TMA; and to maintain the updated (2026) regional travel demand model (TDM) to inform long-range planning, project prioritization, and system performance monitoring.

### METHODOLOGY

#### 1. GIS and Database Development and Data Sharing

GIS is an information system used to input, manage, analyze, and report geographically referenced information, helping transportation planners integrate agency-wide data to improve operational efficiency and decision-making. Using this capability, KYOVA will develop and maintain GIS and related databases, and promote effective data sharing to support regional transportation planning activities. To achieve these goals, KYOVA will:

- Utilize ArcGIS Pro and Online to maintain, edit, and query KYOVA’s geospatial databases, supporting seamless updates to regional highway, transit, bicycle/pedestrian, and freight networks, and to maintain and enhance existing GIS network editing tools.
- Develop and apply new GIS applications, as needed, to validate and analyze highway and transit networks, support modeling and performance-based planning, and improve the accuracy and usability of spatial data for decision-making.
- Conduct GIS activities and updates using current U.S. Census datasets, land use data and models, and socio-economic and other relevant datasets to support economic development analysis, Planning and Environmental Linkages (PEL) studies, project prioritization, and project development.
- Support regional transit agencies in collecting, verifying, and using GTFS and related transit data (as requested) to improve service awareness, grow ridership, and enhance multimodal connectivity.
- Provide ongoing GIS and technical support for key planning activities, including preparation and maintenance of the 2026-2029 and 2028-2031 TIPs and 2050 MTP, regional and corridor studies, traffic flow and freight analysis, safety analyses, and maintenance of the regional data and GIS network.
- Collect and analyze data, including use of NPMRDS and other performance datasets where appropriate, to support and strengthen WVDOT/WVDOH, KYTC, and ODOT HPMS, safety, and system performance monitoring programs.
- Coordinate and promote data sharing and integration by working with State DOTs, FHWA, FTA, transit agencies, local governments, and other partners to incorporate shared geospatial and performance data into the regional transportation planning process.
- Use GIS to support regional coordination topics such as emergency transportation planning (including lessons from COVID-19), interjurisdictional traffic signal coordination, traveler

information systems (e.g., 511 and real-time roadway/transit condition information), and transportation safety analyses (including mapping crash locations and other safety indicators in the Huntington, WV–KY–OH Urbanized Area).

## **2. Socioeconomic/Demographic Research and Analysis**

Socioeconomic and demographic analysis is a critical component of the transportation planning process. Work activities for FY 2027 will focus on analyzing and disseminating 2020 Census datasets (ACS data), which may include tasks that use unique visualizations to illustrate future growth and stability for the region. The reports may incorporate maps, charts, and other graphics to clearly convey trends and projections. KYOVA staff will also provide support activities for the Ohio Technical Review Advisory Committee (TRAC), the Kentucky CHAF and SHIFT processes, planning studies as requested, and related public involvement activities. Activities may include analysis of socio-economic and other data to support economic development, Planning and Environmental Linkages (PEL) studies, Title VI/LEP activities and transit dependent population identification.

## **3. Travel Demand Model (TDM)**

A travel demand model (TDM) is a key analytical tool used by MPOs to support performance-based, long-range transportation planning under the current federal surface transportation authorization. It applies a series of quantitative techniques to estimate future travel demand, evaluate how planned transportation investments and policies affect travel behavior and system performance, and help demonstrate consistency with fiscal constraint and other federal planning requirements. The TDM is used to assess how changes in population, employment, land use, and network characteristics are likely to impact congestion, mobility, and multimodal needs over the planning horizon. KYOVA's model currently uses a 2020 base year and produces forecasts for horizon years 2025, 2035, 2045, and 2050 to support the Metropolitan Transportation Plan, congestion management, air quality and other required MPO work activities. To fulfill this activity, KYOVA will:

- Continue validation of the TransCAD travel forecasting model for the base year 2020 and the future horizon year of 2050.
- Develop and maintain the current Travel Demand Model (TDM) using 2020 Census and related datasets so that it provides the most relevant information for planning studies, traffic flow mapping, freight movement analysis, and land use attributes (including planned development or closures of major facilities such as hospitals and schools). During this effort, KYOVA will coordinate with WVDOH, KYTC Modal Branch, and ODOT to incorporate travel time segments and other applicable data inputs.
- Provide a summary of noteworthy changes in developments (household type, location, and count) and employment (closures, new businesses by location, type, and count).

## **4. Intelligent Transportation Systems (ITS)**

ITS improves transportation safety, mobility, and productivity by integrating advanced communications technologies into the transportation infrastructure and vehicles. These systems encompass a broad range of wireless and wireline communications-based information and electronics technologies, including Vehicle-to-Vehicle (V2V) and Vehicle-to-Infrastructure (V2I) communications for safety, real-time data capture management, dynamic mobility applications, road weather management, environmental applications, human factors research, mode-specific research, exploratory research, and cross-cutting activities. KYOVA relies on the statewide ITS Architectures/Plans maintained by WVDOH, KYTC, and ODOT. The following methodologies will be incorporated into KYOVA's planning activities:

- Assist WVDOH, KYTC, and ODOT, as requested, in maintaining their statewide ITS architectures applicable to the Metropolitan Planning Area, in accordance with federal planning regulations

(23 CFR Part 450).

- Coordinate the use of regional ITS architecture as guidance for project implementation, including activities and training that address connected vehicle technology and emerging ITS applications.
- Integrate transportation operations considerations into the metropolitan transportation planning process to ensure that system operations, management strategies, and ITS deployment are reflected in the Metropolitan Transportation Plan, Transportation Improvement Program, and other regional plans and programs.

## **5. Congestion Management Process**

A congestion management Process (CMP) is required for MPOs serving Transportation Management Areas (TMA) and is a core part of the metropolitan planning process. It provides a systematic way to monitor congestion, identify causes, evaluate multiple strategies, and prioritize low-cost operational and demand-management solutions before adding new roadway capacity. The CMP directly supports the KYOVA 2050 MTP and the FY 2026-2029 TIP by highlight congestion “hot spots”, defining performance measures, guiding project selection, and documenting how congestion-reduction strategies are incorporated into funded project and programs. The following methodologies will be incorporated into KYOVA’s planning activities ensure the CMP process is effective and ongoing: collect and analyze congestion and reliability data, maintain and update CMP performance measures and objectives, identify and evaluate congestion-mitigation strategies, integrate CMP findings into KYOVA’s 2050 MTP and the 2026-2029 and 2028-2031 TIP project prioritization, and report on strategy effectiveness to partner agencies and the public.

### **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

### **PRODUCTS**

1. Development and/or refinement of GIS databases and maps to support planning activities for all modes of transportation.
2. Socioeconomic/Demographic data analysis and sharing for the Huntington, WV-KY-OH Urbanized Area and KYOVA’s Planning Area
3. Travel Demand Model activities to include traffic model results for KYOVA Planning Area; coordination with WVDOH, KYTC, and ODOT Multimodal Branches on travel time segments, housing, employment changes, and analyzing NPMRDS data, as requested.
4. Intelligent Transportation Systems (ITS) coordination activities with WVDOH, KYTC, ODOT, and area stakeholders to implement ITS plan recommendations.
5. Congestion Management Process (CMP) activities which include a systematic way to monitor congestion, identify causes, evaluate multiple strategies, and prioritize low-cost operational and demand-management solutions before adding new roadway capacity.

### **PROFESSIONAL DEVELOPMENT**

Meetings, training, and travel required to provide assistance to the KYOVA staff in transportation database/geographic information systems and transportation surveillance systems. This may include but is not limited to meetings, conferences, and training activities with WVDOH/WVDOH, KYTC, ODOT, FHWA; FTA, EPA, Ohio Association of Regional Councils (OARC); National Transit Institute (NTI), National Highway Institute (NHI), National Association of Regional Councils (NARC) Conferences, National Association of Development Organizations (NADO) Annual Training Conference, Washington Policy Conference, National Regional Transportation Conference; Kentuckians for Better Transportation (KBT) Annual Conference and meetings, Association of Metropolitan Planning Organizations (AMPO) Annual Conference, and American Association of State Highway and Transportation Officials (AASHTO) Planning Conferences/GIS Transportation Symposium.

### 380527: AIR QUALITY PLANNING AND TRANSPORTATION CONFORMITY

| ELEMENT NO.: 380527                 | TOTAL REVENUE | REVENUE  |          |          | MAN HOURS |     |    |
|-------------------------------------|---------------|----------|----------|----------|-----------|-----|----|
| AIR QUALITY PLANNING AND CONFORMITY | \$54,500      | WV       | KY       | OH       | WV        | KY  | OH |
|                                     |               | \$27,250 | \$16,895 | \$10,355 | 262       | 162 | 99 |
| REVISED                             |               |          |          |          |           |     |    |

#### WORK SCHEDULE (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

#### GOALS

To ensure that the transportation planning activities in the KYOVA Metropolitan Planning Area are consistent and meet requirements as outlined by federal surface transportation authorization legislation, the Federal Clean Air Act (as amended); the US Environmental Protection Agency guidance; National Environmental Policy Act (NEPA); State Environmental Agencies; and local and state government clean air goals.

#### METHODOLOGY

##### 1. Air Quality Planning

KYOVA Staff will engage in air quality planning to identify and prioritize transportation strategies that reduce emissions from on-road mobile sources, fully integrating air quality considerations into the metropolitan transportation planning process under 23 CFR Part 450 and EPA regulations, as reinforced by federal surface transportation authorization legislation.

- Coordinate air quality planning through interagency consultation with external partners, including EPA Region 4, state Divisions of Air Quality, WVDOT, KYTC, ODOT, FHWA, and FTA, to align planning assumptions, models, and analyses with State Implementation Plan (SIP) requirements.
- Maintain air quality monitoring and emissions modeling capabilities, including regular updates to emission factors, vehicle fleet assumptions, and network representations consistent with EPA, FHWA, and FTA guidance.
- Review project environmental impact statements (EIS), as requested; support project identification, evaluations, and ODOT CMAQ or other air quality program applications; and assist with KYTC-prioritized CMAQ project selection (Kentucky-specific activity).
- Monitor regional emissions trends and CMAQ performance measures (23 U.S.C. 149), evaluate transportation system vulnerabilities to air quality impacts, and integrate findings into the KYOVA 2050 MTP, CMP, and other plans.
- Promote emission reduction programs targeting ground-level ozone, PM2.5, and other pollutants with no significant air quality impact in the Huntington, WV-KY-OH Urbanized Area; support Transit Oriented Development (TOD) activities and other strategies to reduce vehicle miles traveled (VMT).
- Participate in SIP development/revision processes and document air quality planning tasks in the UPWP with annual progress reports on interagency consultation, emission trends, and mitigation strategies.

##### 2. Transportation Conformity

Transportation conformity ensures that federally funded and approved transportation plans, TIPs, and projects are consistent with air quality goals. Conformity requirements apply to FHWA- and FTA-funded or approved activities in nonattainment and air quality maintenance areas<sup>1</sup> for criteria pollutants such as ozone, carbon monoxide, particulate matter, and nitrogen oxides. KYOVA Staff will complete the following transportation conformity activities to meet these federal requirements.

- Periodically analyze, review, assess, and coordinate regional air quality programs to support hour ozone redesignation requests for MTP and TIP projects/updates, ensuring consistency with federal air quality regulations and guidelines; identify potential emission reduction projects; coordinate Ohio CMAQ funding through ODOT suballocations; work with local jurisdictions to develop a project reservoir for MTP/TIP inclusion; and support Transit Oriented Development (TOD) activities. Staff will also relate federal surface transportation authorization legislation performance measures to NHS, Freight, and CMAQ on-road emissions measures; coordinate with WVDOT/WVDOH, KYTC, ODOT, FHWA, and FTA to integrate and develop a unified regional reporting process; continue developing, implementing, and completing analyses for Ohio's CMAQ Program (ODOT suballocations); and evaluate/prioritize Kentucky CMAQ project selection, as requested by KYTC Office of Local Programs or Central Office.
- Maintain an up-to-date transportation conformity emissions model and conduct emission change analyses for proposed Ohio CMAQ projects, as needed.
- Review modeling hardware/software to ensure it is up to date and work with consultant/s for needed modifications.
- Air Quality Conformity for the Huntington, WV-KY-OH Urbanized Area - following extensive review and coordination between USEPA-Region 4 and Region 3, FHWA-KY Division and FHWA-West Virginia Division regarding the end of maintenance period the following was determined – reference email provided by FHWA-KY Division on January 30, 2026.

*The Huntington–Ashland Area MPO remains subject to transportation conformity requirements for the former 1997 8-hour ozone maintenance area until the completion of the second 10-year maintenance period on the Kentucky side of the area. EPA has indicated that the West Virginia (Cabell County) portion of the maintenance area reaches the end of its second 10-year maintenance period on October 16, 2026, while the Kentucky (Boyd County) portion continues to require conformity through September 4, 2027. EPA Region 3 will issue an official “End of 2nd 10-year Maintenance Period” letter for the West Virginia side, after which Region 3’s involvement on this requirement will cease, and EPA Region 4 will continue to review conformity determinations focusing on Kentucky projects until the Kentucky end-date.*

Based on the findings, KYOVA will continue to conduct and document transportation conformity determinations for the 2050 MTP the FY 2026-2029 TIP which will be consistent with the 1997 South Coast court decision through September 4, 2027, with emphasis on the Kentucky portion of the area. New conformity determinations for a new TIP (and associated MTP) reset the applicable conformity clock, and the MPO must ensure that MTP updates and conformity determinations are coordinated so that the earliest applicable deadline is met (e.g., the 5-year MTP document update by April 22, 2027, and the 5-year conformity horizon linked to the August 26, 2022, MTP conformity determination). The table below summarizes the findings which KYOVA will follow.

| Item | Topic   | Key Date                   | Description  |
|------|---|----------------------------|--|
| 1    | WV End of 2nd 10-year Maintenance Period        | October 16, 2026           | End of 1997 8-hour ozone second maintenance period for the West Virginia portion (Cabell County) per EPA's WV second maintenance plan approval.  |
| 2    | KY End of 2nd 10-year Maintenance Period        | September 4, 2027          | End of 1997 8-hour ozone 20-year maintenance period for the Kentucky portion (Boyd County); conformity must continue to this date for KY projects.   |
| 3    | WV EPA Region 3 Letter                          | On/After October 16, 2026  | EPA Region 3 will issue an official End of 2nd 10-year Maintenance Period letter for the WV side and then end its involvement on this conformity requirement.  |
| 4    | KY EPA Region 4 Letter                          | On/After September 4, 2027 | EPA Region 4 will issue an official End of 2nd 10-year Maintenance Period letter for the KY side; after this, KYOVA will no longer be required to perform conformity for the 1997 standard, assuming continued NAAQS attainment. |
| 5    | Current MTP Adoption Date                       | April 22, 2022             | Policy Board adoption date used to calculate the 5-year MTP update "document clock" - next due 4/22/2027.  |
| 6    | Next MTP "Document Clock" Date                  | April 22, 2027             | 5-year horizon for the MTP document based on adoption date, applicable to MPOs affected only by the 1997 South Coast decision.   |
| 7    | Original MTP Conformity Determination Letter    | August 26, 2022            | Existing MTP conformity determination for the 1997 standard.   |
| 8    | 5-year MTP Conformity Clock (1997 Standard)     | August 26, 2027            | Next conformity determination due if the clock is measured 5 years from the 8/22/2022 conformity determination letter.   |
| 9    | TIP/MTP Conformity "Reset" Example              | August 26, 2027            | EPA confirmed that a new conformity determination for new TIP (including MTP) resets the 4-year/5-year conformity clock; for KYOVA, using the 8/26/2022 letter, the next determination would be due by 8/26/2027.                |
| 10   | 4-year Conformity Clock from Most Recent Letter | July 2, 2029               | Example timeline given: 4 years from the most recent signed MTP conformity determination letter (7/2/2025) for MPOs in nonattainment/maintenance or those only impacted by the 1997 decision.                                    |

## RESPONSIBLE AGENCY

KYOVA Interstate Planning Commission

## PRODUCTS

1. Air quality planning and technical assistance will focus on identifying, evaluating, and advancing transportation strategies that measurably reduce emissions from on-road mobile sources. This includes working with state DOTs, transit agencies, and local governments to screen and prioritize projects (such as transit enhancements, travel demand management, signal timing, freight efficiency improvements, and bicycle/pedestrian facilities) based on their potential to lower vehicle miles traveled, reduce congestion, and improve operating conditions. Staff will provide analytical support using available travel, emissions, and performance data to estimate benefits, compare alternatives, and ensure that candidate projects are consistent with regional air quality goals and applicable standards. Technical assistance will also include helping sponsors shape project scopes, prepare supporting documentation for funding applications (e.g., CMAQ and other air-quality-focused programs), and ensure that selected strategies can be incorporated into the MTP, TIP, and related regional plans in a way that supports ongoing emission reductions.

2. Transportation conformity assessments, studies, modeling activities, and associated documentation (including draft and final conformity reports for the 2028–2031 TIP and the 2050 MTP update, technical methods summaries, interagency consultation records, emissions analysis tables, and MPO adoption resolutions) that demonstrate consistency with applicable air quality goals and requirements for the Huntington, WV–KY–OH Urbanized Area.

#### **PROFESSIONAL DEVELOPMENT**

Training and travel required to aid the KYOVA staff in air quality, conformity determination and Congestion Mitigation activities. This may include but is not limited to meetings, conferences, and training activities with WVDOT/WVDOH, KYTC, ODOT, FHWA; FTA, EPA, Ohio Association of Regional Councils (OARC); National Transit Institute (NTI), National Highway Institute (NHI), National Association of Regional Councils (NARC) Conferences, National Association of Development Organizations (NADO) Annual Training Conference, Washington Policy Conference, National Regional Transportation Conference; Kentuckians for Better Transportation (KBT) Annual Conference and meetings, Association of Metropolitan Planning Organizations (AMPO) Annual Conference, and American Association of State Highway and Transportation Officials (AASHTO) Planning Conferences/GIS Transportation Symposium.

### 380627: PUBLIC PARTICIPATION

| ELEMENT NO.: 380627  | TOTAL REVENUE | REVENUE  |          |         | MAN HOURS |     |    |
|----------------------|---------------|----------|----------|---------|-----------|-----|----|
| PUBLIC PARTICIPATION | \$52,436      | WV       | KY       | OH      | WV        | KY  | OH |
|                      |               | \$26,218 | \$16,255 | \$9,963 | 252       | 156 | 96 |
| REVISED              |               |          |          |         |           |     |    |

### WORK SCHEDULE (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

### GOALS

KYOVA will conduct a proactive, inclusive, and accessible public participation process for all metropolitan transportation planning activities—including development of the KYOVA 2050 MTP, TIP, UPWP, and related studies—that provides full public access to information and decisions, ensures early and continuous involvement from diverse communities including the public, community stakeholders, local officials, and the Interagency Consultation Group (IAC), and meets federal requirements under 23 CFR 450.316, FTA planning circulars, and the performance-based planning provisions of the federal surface transportation authorization legislation. This process will follow the methods outlined in the Huntington, WV-KY-OH Urbanized Area (KYOVA) Participation Plan, ensuring full compliance with federal surface transportation authorization legislation and applicable state and local regulations.

### METHODOLOGY

Public involvement enables transportation agencies and the public to exchange information on planning and project development, facilitating meaningful public participation in decision-making under the performance-based planning requirements of the federal surface transportation authorization legislation. KYOVA will measure the effectiveness of these activities to ensure efficient use of resources, track performance over time, and demonstrate accountability while ensuring no person is excluded from participation or denied benefits on the basis of race, color, sex, age, disability, or national origin in compliance with Title VI, environmental justice, and ADA requirements. To engage the public in Huntington, WV-KY-OH transportation planning activities, KYOVA will complete the following tasks:

#### 3. Public Involvement and Public Outreach Activities

KYOVA will implement a comprehensive, cooperative, and continuous (3C) public participation process for MTP, TIP, Coordinated Public Transit-Human Services Plan, and Participation Plan updates/amendments/modifications that meets 23 CFR 450.316 requirements and federal surface transportation authorization legislation performance-based planning provisions, providing early and continuous public access to information and decisions. The public involvement process should increase transparency into the decision making process and will be reviewed and updated regularly to ensure it meets and/or exceeds the federal requirements.

- Deploy multiple public participation techniques (timely notices, public hearings, maps/visualizations, social media, website, VPI tools) while ensuring accessibility for those without digital access, targeting older adults and communities with poor service access.
- Conduct targeted outreach with timely notices, flyers, newsletters, handouts, and committee involvement for local officials, general public, and underserved populations (Title VI, EJ, ADA compliance); include multimodal connectivity gap analyses and Access to Opportunity planning.
- Manage social media oversight (Facebook, X/Twitter, Zoom) and sponsor/co-host public workshops/meetings (in-office and community locations) to discuss transportation planning processes and project-specific activities.
- Host/participate in workshops, meetings, and training on key issues/projects, engaging local

officials and all transportation system users (consultant support as needed).

- Regularly review/update the public participation process to ensure transparency, accountability, and compliance with/exceedance of federal requirements (23 CFR 450.316, FTA C 4500.1B).

#### 4. **Compliant Documents to Provide Guidance and Procedures**

- Maintain an up-to-date Participation Plan and Title VI/LEP Plan in compliance with 23 CFR 450.316 and federal civil rights requirements.
- Publish required public notices for revisions to the Participation Plan, Title VI/LEP Plan, MTP, TIP, Coordinated Public Transit-Human Services Plan, and other federally mandated documents in newspapers of largest circulation (or as specified by federal regulation) across the Huntington, WV-KY-OH Urbanized Area.
- Develop a demographic analysis and mapping process to identify project locations and evaluate equity impacts when advancing projects through the planning process, supporting Title VI, and performance-based planning requirements.
- Technical Assistance to the WV Association of Metropolitan Planning Organizations (WVAMPO) Technical and administrative assistance to the West Virginia Association of Metropolitan Planning Organizations (MPO) for coordination and outreach activities between the WV MPOs, WVDOH, FHWA, EPA, DAQ, FTA, etc.

#### **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

#### **PRODUCTS**

1. A comprehensive, coordinated, and continuous participation process that encourage public participation.
2. KYOVA will evaluate and update the following documents for compliance and effectiveness and ensure they are readily made available to the public for review: (Participation Plan, KYOVA 2050 MTP, TIP, Coordinated Public Transit-Human Services Transportation Plan, Title VI/LEP, etc.).
3. Technical and administrative assistance to the West Virginia Association of MPOs.

#### **PROFESSIONAL DEVELOPMENT**

Limited travel to provide assistance for citizen engagement during planning activities and program updates.

**380727: SURFACE TRANSPORTATION PROGRAM (STP) PLANNING**

(FUNDING OBTAINED FROM KYOVA'S STBG PROGRAM SUB-ALLOCATION – SHARED PROPORTIONATELY BETWEEN WV, KY & OH)

| ELEMENT NO.: 380727                                  | TOTAL REVENUE | REVENUE  |              |          | MAN HOURS |     |     |
|--|---------------|----------|--------------|----------|-----------|-----|-----|
|  |               | WV       | KY (STBG \$) | OH       | WV        | KY  | OH  |
| <b>SURFACE TRANSPORTATION PROGRAM (STP) PLANNING</b> | \$62,839      | \$31,420 | \$19,480     | \$11,939 | 302       | 187 | 115 |
| <b>REVISED</b>                                       |               |          |              |          |           |     |     |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To develop the foundation for sustainable development through interagency cooperative practices and management strategies that target increased accessibility; cleaner air and water; improved health conditions; broad-based economic and community development through the metropolitan planning process and surface transportation planning. KYOVA is the primary link between the local governments and is solely responsible for the programming of locally sponsored, federally funded projects in the KYOVA Metropolitan Planning Area.

**METHODOLOGY**

KYOVA is responsible for project selection and programming of Surface Transportation Block Grant (STBG) suballocated funds, Congestion Mitigation and Air Quality (CMAQ) funds for the Lawrence County, Ohio urbanized area, and Carbon Reduction Program (CRP) funds under the federal surface transportation authorization legislation. As the primary link between local governments and federal funding programs, KYOVA maintains an online application process that solicits, evaluates, and ranks projects using transparent, performance-based criteria integrating transportation system needs, land use compatibility, air quality benefits, equity considerations, and economic opportunity access. To ensure that projects meet the federal eligibility guidelines, the following methodology will be applied.

- Assist applicants through the funding application process; facilitate communication between local governments, state DOTs, and federal agencies; develop/maintain online project solicitation and evaluation processes for STBG, CMAQ (Lawrence County UZA), and CRP funds; establish priorities; and implement the Program of Projects (POP) in compliance with 23 U.S.C. 133, 149, 176 and federal surface transportation authorization legislation performance measures.
- Evaluate and rank projects using transparent criteria aligned with federal/state/regional priorities (safety, pavement/bridge condition, congestion reduction, air quality/emissions, system reliability, freight movement, bicycle/pedestrian connectivity, and access to essential services for disadvantaged communities).
- Track funding commitments and project advancement to ensure timely implementation of local priorities; cooperatively identify federal surface transportation authorization legislation performance measures (Safety, Pavement, Bridge, HSIP, NHS Asset Management) with WVDOT/WVDOH, KYTC, ODOT, FHWA, and FTA to develop integrated regional reporting processes.
- Conduct interagency consultation with WVDOT, KYTC, ODOT, FHWA, FTA, and local governments to verify project eligibility, cost allocation, STIP consistency, and coordination among agencies/modes supporting walking, biking, public transit, and paratransit networks.
- Document project selection decisions linking choices to performance targets, fiscal constraint, and regional goals (including bike/ped facilities expansion and intermodal connectivity); provide required public review/comment periods for MTP/TIP amendments.

- Support local governments and communities by identifying funding opportunities, sustaining bicycle/pedestrian facilities development, and advancing a balanced regional transportation network through data collection, studies, and interagency coordination.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

**PRODUCTS**

1. A well-developed program to distribute funds for the suballocated funding programs (STBG, STBG Set-Aside, CMAQ, CRP, etc.) and to track those funds throughout the funding cycles.
2. Evaluation, development and maintenance of the application process, maintain project database for funding and public and stakeholder meetings, identify studies and/or reports that will lead to a ranked project listing along with potential funding sources to be integrated into future planning documents.

**PROFESSIONAL DEVELOPMENT**

Limited travel to support the Surface Transportation Block Grant Program and Set-Aside Program to include meeting with federal, state, and local agencies.

### 380827: TRANSIT PLANNING – WEST VIRGINIA AND OHIO (WV & OH SPECIFIC)

(MANAGEMENT, OPERATIONS AND SUPPORT CAPITAL INVESTMENT DECISIONS THROUGH EFFECTIVE SYSTEMS PLANNING [FTA BUDGET CODE – 44.26.10 AND 44.24.14])

| ELEMENT NO: 380827         | TOTAL REVENUE | REVENUE   |     |          | MAN HOURS |    |     |
|----------------------------|---------------|-----------|-----|----------|-----------|----|-----|
| TRANSIT PLANNING – WV & OH | \$174,631     | WV        | KY  | OH       | WV        | KY | OH  |
|                            |               | \$148,108 | \$0 | \$26,523 | 1173      | 0  | 503 |
| REVISED                    |               |           |     |          |           |    |     |

#### WORK SCHEDULE (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

#### GOALS

KYOVA will provide planning support and will promote transit planning activities in West Virginia counties of Cabell and Wayne, and the Urbanized portion of Lawrence County, Ohio, Tri-State Transit Authority, and the Lawrence County Transit.

#### METHODOLOGY

KYOVA will integrate transit planning into the metropolitan transportation planning process through coordination with Tri-State Transit Authority (TTA), Lawrence County Transit (LCT), and regional providers to ensure transit needs, service plans, capital priorities, and performance targets are fully incorporated into the KYOVA 2050 MTP, TIP, UPWP, and related planning documents, consistent with 23 CFR 450 and FTA requirements under the federal surface transportation authorization legislation. KYOVA will support and promote transit planning activities that provide better connections for residents to regional employment opportunities, healthcare facilities, schools, grocery stores, and essential services.

#### 1. Transit Planning

- Provide technical support for FTA Section 5307, 5303, 5310, and 5339 transit programs; facilitate Section 5307/5339 funding allocations through TTA-initiated "Split Letters"/MOUs; assist TTA, LCT, and other providers with Section 5310 applications and Regional Models of Cooperation.
- Conduct transit performance analysis using ridership, on-time performance, service coverage, farebox recovery, accessibility metrics, fixed-route/demand-response service standards, and past on-board survey data to support Transit Asset Management, Public Transportation Safety, and Greenhouse Gas performance measures.
- Support Transit Oriented Development (TOD), multimodal connectivity gap analyses, access-to-opportunity studies, and bicycle/pedestrian integration to improve transit access for transit-dependent, low-income, senior, and disabled populations.
- Maintain regional transit database/GIS of TTA/LCT routes, stops, schedules, and bus stop/shelter conditions (ADA compliance reporting), producing summary reports, GIS maps, system-wide analyses, project prioritization products, and route/service change recommendations emphasizing FTA compliance, connectivity, safety/security.
- Assist with state of good repair (SGR) assessments to help transit agencies prioritize federal surface transportation authorization legislation-directed capital investments; identify priority projects for seniors, individuals with disabilities, and low-income communities.
- Coordinate funding eligibility (Ohio CMAQ determinations, STBG/CMAQ project prioritization) and provide documentation/assistance for agency triennial reviews, ensuring transit investments advance regional safety, reliability, asset condition, and equity performance targets.
- Facilitate interagency consultation with WVDOT, KYTC, ODOT, FHWA, and FTA on transit

planning assumptions, funding allocation, and consistency with statewide transit plans and federal performance requirements.

- Review/recommend route and service changes specifically for Tri-State Transit Authority (WV) and Lawrence County Transit (OH) in coordination with agency operators.
- Maintain comprehensive TTA/LCT GIS database including routes, stops, schedules, and on board survey integration to support system-wide reporting, bus stop mapping, project prioritization, FTA compliance, transit safety/security, and bicycle/pedestrian connectivity planning.
- Provide Ohio CMAQ eligibility determinations for transit projects and applications.
- Offer documentation and technical assistance for FTA agency triennial reviews, as requested by transit providers.

## **2. Administration and Reporting**

- Update KYOVA 2050 MTP and 2026-2029 TIP (administrative modifications, amendments) including financial tables, fiscal constraint documentation, and performance target consistency in compliance with 23 CFR 450 and federal surface transportation authorization legislation.
- Update Transit Asset Management and Safety Performance Measures using data from regional transit providers (TTA, LCT) to establish and report targets for FTA-required measures (vehicles, infrastructure, facilities, safety incidents).
- Maintain and update Title VI/LEP Plans with required reports, demographic analyses, and public involvement to ensure equitable service delivery and compliance with federal civil rights regulations.
- Prepare and distribute Annual Federally Obligated Funds Report documenting federal-aid project delivery, funding utilization, and performance outcomes.
- Provide technical assistance to transit providers for Transit Asset Management Plans (TAM) and Public Transportation Agency Safety Plans (PTASP), as requested, supporting the federal surface transportation authorization legislation asset condition and safety performance targets.
- Maintain and document agency MOUs/Split Letters for Sections 5310, 5307, and 5339 funding allocations between TTA, LCT, and KYOVA.
- Monitor and report federal surface transportation authorization legislation Performance Measures for transit asset management and safety through coordination with WVDOT/WVDOH, KYTC, ODOT, FHWA, and FTA, ensuring regional targets align with state and national goals.
- Update KYOVA Coordinated Public Transit-Human Services Transportation Plan per FTA requirements (Section 5316/5318), integrating human services transportation needs with fixed-route and demand-response services.

### **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

### **PRODUCTS**

1. Provide transit planning support and technical assistance for transit activities in the WV and OH portions of the KYOVA Planning Area.
2. Planning activities and documentation assistance to support the new LCT Transit Service (*The Lawrence County Transit Shared Ride Service*)
3. Conduct transit administration and reporting for WV/OH portions, including TIP/MTP updates, Title VI/LEP compliance, and federal surface transportation authorization legislation performance measure reporting.

4. Update/amend the Coordinated Public Transit-Human Services Transportation Plan per FTA requirements.

**PROFESSIONAL DEVELOPMENT**

Meetings, training, and travel to include participation in transit conferences and meetings to support transit planning. This may include but is not limited to meetings, conferences and training activities with WVDOT/WVDOH, KYTC, ODOT, FHWA, FTA, National Transit Institute (NTI), Ohio Transportation Engineering Conference (OTEC), Ohio Public Transit Association (OPTA), Kentucky Public Transit Association (KPTA), West Virginia Public Transit Association (WVPTA), National Association of Regional Councils (NARC), National Association of Development Organizations (NADO), and American Public Transportation Association (APTA).

**380927: SECTION 5310 TMA TRANSIT ADMINISTRATION (KYOVA PORTION SHARED WITH TTA)**

(WAYNE AND CABELL COUNTIES, WV/BOYD AND GREENUP COUNTIES, KY/URBANIZED AREA OF LAWRENCE COUNTY, OH)

| ELEMENT NO.: 380927  | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|--|---------------|----------|-----|-----|-----------|----|----|
|  |               | WV       | KY  | OH  | WV        | KY | OH |
| SECTION 5310 TMA<br>TRANSIT<br>ADMINISTRATION<br>(KYOVA PORTION SHARED WITH TTA) | \$11,500      | \$11,500 | \$0 | \$0 | 110       | 0  | 0  |
| REVISED  |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

Shared coordination and oversight activities with the Tri-State Transit Authority (TTA) as the designated recipient, regarding the competitive process for the KYOVA Interstate Planning Commission (Huntington, WV-KY-OH Urbanized Area) Section 5310 program funds. Section 5310 Program authorizes federal capital and operating assistance grants which are intended to enhance mobility for seniors and persons with disabilities and to serve the special needs of transit dependent populations beyond traditional public transportation services and American with Disabilities Act (ADA) complementary paratransit services.

**METHODOLOGY**

For a jointly administered urban 5310 program, the designated recipient (Tri-State Transit Authority) carries the formal grant and compliance responsibilities with FTA, while the MPOs (KYOVA) role is primarily planning, coordination, and integration into the KYOVA 2050 MTP and TIP. Administrative funds are distributed on a 50/50 basis. Below outlines general program activity responsibilities between KYOVA and TTA.

**KYOVA – MPO Administrative Activities**

In cooperation with the designated recipient, KYOVA will support administration of the urban Section 5310 program by conducting project solicitation and evaluation, coordinating with human service and transit providers, maintaining the Coordinated Public Transit–Human Services Transportation Plan, and integrating the agreed Program of Projects into the KYOVA 2050 MTP and TIP. Activities may include, but are not limited to the following activities:

**1. Planning and project section support**

- Help design and run the local call for projects (notices, application forms, deadlines, and technical assistance).
- Maintain/update the Coordinated Plan
- Lead or staff the project evaluation and ranking process, applying criteria tied to the Coordinated Plan, 2050 MTP goals, performance measures, and regional priorities.
- Provide demographic and GIS analysis to demonstrate needs of seniors and people with disabilities, and to document consistency with the Coordinated Plan.

**2. Integration with MTP and TIP**

- Ensure the agreed 5310 Program of Projects (POP) is incorporated into or consistent with the TIP and KYOVA’s 2050 MTP, including fiscal constraint and performance-based planning linkages.

**3. Interagency and stakeholder coordination**

- Convene and document coordination with human service agencies, local governments, transit and demand-response providers, older adults and disability advocates.

- Participate in interagency consultation with state DOTs and federal partners on 5310-related planning matters.

#### **4. Data, mapping, and documentation support**

- Maintain maps and summary tables of 5310-funded services, vehicles, and facilities for inclusion in MPO plans and for use by the designated recipient in grant documentation.
- Provide planning-level monitoring (e.g., basic performance summaries, coordination outcomes) to inform future calls for projects.

### **Tri-State Transit Authority [(TTA) – Designated Recipient] Administrative Activities**

The designated recipient is the entity FTA recognizes as responsible for the grant. Therefore, TTA is responsible for, but not limited to, the following to carry out its role.

#### **1. Apply for and manage the FTA grant**

- Apply directly to FTA for Section 5310 funds (in TrAMS), including all required certifications, assurances, and standard federal requirements.
- Develop and submit the Program of Projects (POP) that lists all subrecipients, projects and amounts.
- Execute the grant agreements, manage drawdowns, and ensure funds are used only for eligible 5310 activities.

#### **2. Develop and maintain the Program Management Plan (PMP)**

- Prepare and keep current a PMP describing policies and procedures for administering 5310: project selection, subrecipient oversight, procurement, asset management, civil rights, etc.
- Define roles of the MPO and other partners in the PMP as agreed to in the 5310 MOA between TTA and KYOVA.

#### **3. Oversee subrecipients and compliance**

- Execute subrecipient agreements; ensure they meet all FTA requirements (drug and alcohol testing, DBE, Title VI, ADA, maintenance, safety, insurance).
- Monitor subrecipients (reports, financial reviews, site visits, vehicle inspections) and resolve findings or non-compliance.
- Maintain inventories of 5310-funded vehicles and equipment and ensure they are used for eligible purposes.

#### **4. Financial management and reporting**

- Maintain financial records, internal controls, and cost allocation consistent with federal requirements.
- Vehicle procurement and follow-up, including pre-award and post-delivery audits;
- Submit required financial and progress reports to FTA and respond to FTA/State audits and reviews (e.g., Triennial or State Management Reviews).

#### **5. Interagency and stakeholder engagement**

- Participate in interagency consultation with state DOTs and federal partners on 5310-related planning matters.
- Responsible for presenting information on the types of vehicles available through the procurement and program; vehicle procurement and follow-up, including pre-award and post-delivery audits;

#### **6. Civil rights and other cross-cutting requirements**

- Manage and enforce Title VI, ADA, and DBE programs for the 5310 program.
- Investigate complaints and ensure subrecipients comply with the civil rights policies.

**Joint KYOVA and TTA Planning and Administrative Activities**

1. A Review Committee will be established and meetings called as need to acquire input from KYOVA and TTA, to determine the annual percentage of Section 5310 funds allocated to the type of project. *The rate set has been determined that no less than 55 percent of Section 5310 Program funding in any given year may be allocated to capital projects.*
2. An informational meeting for eligible 5310 providers will be held following the call for projects and before the application deadline. KYOVA will organize the meeting in coordination with TTA. KYOVA will present information regarding the 5310 program and TTA will provide information regarding vehicles, procurement and the FTA required reports. An agenda developed by KYOVA and TTA will be provide prior to the meeting for attendees.

**RESPONSIBLE AGENCY**

All work will be performed by KYOVA staff.

**PRODUCTS**

Section 5310 Program and Agency MOU to jointly share administrative responsibilities with the Designated Recipient, Tri-State Transit Authority (TTA).

**PROFESSIONAL DEVELOPMENT**

Limited travel and training to support the Huntington, WV-KY-OH Section 5310 Program.

**381027: WV 152 SAFETY STUDY**

FUNDING SOURCE: KYOVA WV PL

| ELEMENT NO.: 381027 | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|---------------------|---------------|----------|-----|-----|-----------|----|----|
|                     |               | WV       | KY  | OH  | WV        | KY | OH |
| WV 152 SAFETY STUDY | \$25,000      | \$25,000 | \$0 | \$0 | 0         | 0  | 0  |
| REVISED             |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

To complete a study assessing safety on WV 152 near German Ridge Road.

**METHODOLOGY**

KYOVA will hire a consultant to complete a WV 152 Safety Study. The study will assess existing conditions and evaluate potential safety improvements on WV 152 near German Ridge Road in Wayne County, WV. The study will be completed in coordination with the Wayne County Commission. This project will be completed in FY 2027.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission will hire and oversee an outside consultant to complete the WV 152 Safety Study.

**PRODUCT**

WV 152 Safety Study Analysis for Wayne County, WV

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381127: LAWRENCE COUNTY, OH TRANSIT PLANNING***(FUNDING SOURCE: LAWRENCE COUNTY TRANSIT (LCT))*

| ELEMENT NO.: 381127                       | TOTAL REVENUE | REVENUE |     |          | MAN HOURS |    |     |
|---|---------------|---------|-----|----------|-----------|----|-----|
|   |               | WV      | KY  | OH       | WV        | KY | OH  |
| LAWRENCE COUNTY,<br>OHIO TRANSIT PLANNING | \$20,500      | \$0     | \$0 | \$20,500 | 0         | 0  | 197 |
| REVISED                                   |               |         |     |          |           |    |     |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To support and perform transit operation planning, assist in CMAQ analysis documentation and completion of funding grant application(s) to Lawrence County Transit (LCT).

**BACKGROUND**

Over the past several years, KYOVA has coordinated with Lawrence County Transit (LCT) to initiate transit services and programs. Most recently, LCT initiated a pilot program beginning in FY 2022 (July 1, 2021). An analysis of their system which included routes, ridership, and additional growth opportunities indicated a need to address the significant change to the existing routes which resulted in a new service. The study stated that increased ridership correlates to a reduction in fuel consumption and emissions of individual cars or trucks leading to improved air quality. Therefore, LCT utilized ODOT approved CMAQ funds for FY 2022 which were to be expended in three years, or until funding was expended but not to exceed five years (FY 2027). LCT provided the required 20% local matching funds.

**METHODOLOGY**

KYOVA will continue to provide planning assistance and coordination activities to LCT which will explore opportunities to promote and sustain transit services within their service area. In coordination with LCT, KYOVA will provide assistance in identifying a state of good repair that will help LCT to prioritize funding to achieve or maintain transit networks as addressed in the federal surface transportation authorization legislation. Additionally, KYOVA will coordinate with a consultant to complete a transit analysis to include the air quality analysis and documentation completion for LCT to utilize ODOT approved CMAQ funds to expand LCT's new transit service.

**RESPONSIBLE AGENCY**

Work will be performed by KYOVA staff with the Lawrence County Transit.

**PRODUCTS**

KYOVA will perform the following activities to assist LCT with transit planning:

1. KYOVA may secure a consultant which will assist in various activities for transit planning for LCT.
2. KYOVA will assist with transit planning, evaluation of transit services, provision of data, conformity analysis for identified projects, if required, and the creation of improvements to these services.
3. KYOVA will assist in the identification of potential grants and other funding sources for use by LCT.

4. KYOVA will provide information to LCT and ILCAO staff on federal compliance issues as they arise.
5. KYOVA may assist LCT and ILCAO with the implementation of purchasing service agreements with other agencies and organizations.
6. KYOVA will work closely with LCT to complete a transit system analysis to include a CMAQ Eligibility report/request for future transit activities.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff.

**381227: US35/SR7/SR775 CONNECTOR ROAD FEASIBILITY STUDY**

PID #: 92403 / FUNDING SOURCE: KYOVA OH STBG

| ELEMENT NO.: 381227  | TOTAL REVENUE | REVENUE |     |           | MAN HOURS |    |     |
|--|---------------|---------|-----|-----------|-----------|----|-----|
|  |               | WV      | KY  | OH        | WV        | KY | OH  |
| LAWRENCE COUNTY, OHIO PROJECT (US35/SR7/SR775 FEASIBILITY STUDY) | \$300,000     | \$0     | \$0 | \$300,000 | 0         | 0  | 288 |
| REVISED  |               |         |     |           |           |    |     |

Match provided by Lawrence County and Gallia County / KYOVA administration will administer the project for a 10% fee

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

To complete a feasibility study for a connector road between US 35 in Gallia County and SR 775/SR 7 in Lawrence County.

**METHODOLOGY**

KYOVA will hire a consultant to complete a US 35/SR 775 Connector Road Feasibility Study. The study will assess existing conditions and evaluate the need and feasibility of a new route connecting US 35 in Gallia County to SR 775/SR 7 in Lawrence County. The study will be completed in coordination with Lawrence County and Gallia County. KYOVA will administer the project. This project will span 2 years.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission will hire and oversee an outside consultant to complete the Connector Road Feasibility study.

**PRODUCT/S**

US 35/SR 775 Connector Road Feasibility Study report for Lawrence & Gallia Counties in Ohio

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381327: COMPLETE STREETS DESIGNATED ACTIVITY – WEST VIRGINIA**

| ELEMENT NO.: 381327                          | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|--|---------------|----------|-----|-----|-----------|----|----|
|  |               | WV       | KY  | OH  | WV        | KY | OH |
| COMPLETE STREETS<br>DESIGNATED ACTIVITY - WV | \$23,403      | \$23,403 | \$0 | \$0 | 225       | 0  | 0  |
| REVISED                                      |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To support activities specifically directed toward Complete Streets to provide an equitable and safe transportation network for travelers of all ages and abilities as cited in the federal surface transportation authorization legislation.

**METHODOLOGY**

KYOVA Staff will complete activities in support of the adopted Complete Streets Implementation/Prioritization Action Plan and will provide guidance to align future efforts and establish a clear path towards creating a sustainable multi-modal network for the KYOVA Region. Thus, creating a comprehensive, integrated, and connected transportation network for the KYOVA Region that balances the access, mobility, and safety needs of pedestrians, bicyclists, transit users, and motorists of all ages and abilities.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

**PRODUCTS**

This work element fulfills the Complete Streets support/implementation activities specifically directed toward the federal surface transportation authorization legislation to utilize 2.5% of West Virginia PL funds to provide an equitable and safe transportation network for travelers of all ages and abilities as outlined in Section 11206 of the federal surface transportation authorization legislation.

**PROFESSIONAL DEVELOPMENT**

Minimal travel and/or training will be required by the KYOVA Staff for program support activities.

**381427: COMPLETE STREETS DESIGNATED ACTIVITY – KENTUCKY**

| ELEMENT NO.: 384127                          | TOTAL REVENUE | REVENUE |         |     | MAN HOURS |    |    |
|--|---------------|---------|---------|-----|-----------|----|----|
|  |               | WV      | KY      | OH  | WV        | KY | OH |
| COMPLETE STREETS<br>DESIGNATED ACTIVITY – KY | \$5,672       | \$0     | \$5,672 | \$0 | 0         | 54 | 0  |
| REVISED                                      |               |         |         |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To support activities specifically directed toward Complete Streets to provide an equitable and safe transportation network for travelers of all ages and abilities as cited in the federal surface transportation authorization legislation.

**METHODOLOGY**

KYOVA Staff will complete activities in support of the adopted Complete Streets Implementation/Prioritization Action Plan and will provide guidance to align future efforts and establish a clear path towards creating a sustainable multi-modal network for the KYOVA Region. Thus, creating a comprehensive, integrated, and connected transportation network for the KYOVA Region that balances the access, mobility, and safety needs of pedestrians, bicyclists, transit users, and motorists of all ages and abilities.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

**PRODUCTS**

This work element fulfills the Complete Streets support/implementation activities specifically directed toward the federal surface transportation authorization legislation to utilize 2.5% of Kentucky PL funds to provide an equitable and safe transportation network for travelers of all ages and abilities as outlined in Section 11206 of the federal surface transportation authorization legislation.

**PROFESSIONAL DEVELOPMENT**

Minimal travel and/or training will be required by the KYOVA Staff for program support activities.

**381527: COMPLETE STREETS DESIGNATED ACTIVITY – OHIO**

| ELEMENT NO.: 381527                          | TOTAL REVENUE | REVENUE |     |         | MAN HOURS |    |    |
|--|---------------|---------|-----|---------|-----------|----|----|
| COMPLETE STREETS DESIGNATED<br>ACTIVITY – OH | \$4,150       | WV      | KY  | OH      | WV        | KY | OH |
|  |               | \$0     | \$0 | \$4,150 | 0         | 0  | 40 |
| REVISED                                      |               |         |     |         |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To support activities specifically directed toward Complete Streets to provide an equitable and safe transportation network for travelers of all ages and abilities as cited in the federal surface transportation authorization legislation.

**METHODOLOGY**

KYOVA Staff will complete activities in support of the adopted Complete Streets Implementation/Prioritization Action Plan and will provide guidance to align future efforts and establish a clear path towards creating a sustainable multi-modal network for the KYOVA Region. Thus, creating a comprehensive, integrated, and connected transportation network for the KYOVA Region that balances the access, mobility, and safety needs of pedestrians, bicyclists, transit users, and motorists of all ages and abilities.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

**PRODUCTS**

This work element fulfills the Complete Streets support/implementation activities specifically directed toward the federal surface transportation authorization legislation to utilize 2.5% of Ohio PL funds to provide an equitable and safe transportation network for travelers of all ages and abilities as outlined in Section 11206 of the federal surface transportation authorization legislation.

**PROFESSIONAL DEVELOPMENT**

Minimal travel and/or training will be required by the KYOVA Staff for program support activities.

**381627: GREENUP COUNTY TRANSIT FEASIBILITY STUDY**

FUNDING SOURCE: KYOVA KY STBG

| ELEMENT NO.: 381627                             | TOTAL REVENUE   | REVENUE    |                 |            | MAN HOURS |          |          |
|---|-----------------|------------|-----------------|------------|-----------|----------|----------|
|   |                 | WV         | KY              | OH         | WV        | KY       | OH       |
| <b>GREENUP COUNTY TRANSIT FEASIBILITY STUDY</b> | <b>\$20,000</b> | <b>\$0</b> | <b>\$20,000</b> | <b>\$0</b> | <b>0</b>  | <b>0</b> | <b>0</b> |
| <b>REVISED</b>                                  |                 |            |                 |            |           |          |          |

*Match provided by the City of Russell, KY*

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

To complete a transit feasibility study for Greenup County, Kentucky.

**METHODOLOGY**

KYOVA will hire a consultant to complete a transit feasibility study for Greenup, Kentucky. The City of Russell, KY will serve as lead and project sponsor representing the cities of Greenup, Raceland, Flatwoods, Wurtland, Worthington, and Bellefonte. KYOVA will serve as point of contact between the project sponsor and consultant. The study will address the needs and opportunities for alternative transit services throughout the county. This project will be completed in FY 2027.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission will hire and oversee an outside consultant to complete the Greenup Country Transit Feasibility Study.

**PRODUCT**

A comprehensive Greenup County Transit Feasibility Study.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381727: GREENUP COUNTY SERVICE TRANSIT STUDY**

FUNDING SOURCE: KYOVA KY STBG

| ELEMENT NO.: 381727                      | TOTAL REVENUE | REVENUE |          |     | MAN HOURS |    |    |
|--|---------------|---------|----------|-----|-----------|----|----|
|  |               | WV      | KY       | OH  | WV        | KY | OH |
| GREENUP COUNTY TRANSIT FEASIBILITY STUDY | \$50,000      | \$0     | \$50,000 | \$0 | 0         | 0  | 0  |
| REVISED                                  |               |         |          |     |           |    |    |

Match provided by the Greenup County Fiscal Court

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

To research and develop a study for transit service Greenup and Boyd Counties, Kentucky.

**METHODOLOGY**

KYOVA will hire a consultant to complete a transit service study for Greenup, Kentucky. The study will address the deficiencies and provide options to expand transit service in Greenup and Boyd counties, Kentucky. This project will be completed in FY 2027.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission will hire and oversee an outside consultant to complete the Greenup Country Service Transit Study.

**PRODUCT**

A comprehensive Greenup County Transit Service Study.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381226: US-52/SR-93 STORMS CREEK FEASIBILITY STUDY** ODOT PID#: 119448 – OH STBG

| ELEMENT NO.: 381226                                     | TOTAL REVENUE | REVENUE |     |           | MAN HOURS |    |    |
|---|---------------|---------|-----|-----------|-----------|----|----|
|   |               | WV      | KY  | OH        | WV        | KY | OH |
| US-52/SR-93STORMS CREEK FEASIBILITY STUDY (PID #119448) | \$200,000     | \$0     | \$0 | \$200,000 | 0         | 0  | 0  |
| REVISED   |               |         |     |           |           |    |    |

Match provided by Lawrence County Port Authority (LCPA)

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

The US-52/SR-93 Storms Creek Feasibility Study is needed prior to plan development near the US 52/SR 93 interchange. The feasibility study will address the purpose and need, alternatives considered and other pertinent information for project development, especially ROW acquisitions and environmental impacts. The feasibility study will assist in advancing the project from its current stage to a point that would be considered for a shovel ready design build project.

**METHODOLOGY**

This project is a continuation from FY 2026: KYOVA will hire an outside consultant to complete a feasibility study for US-52/SR-93 Storms Creek and to gather additional information and data required to advance the project from its current stage to a point that would be considered for a shovel ready design build project. KYOVA will coordinate with the Lawrence County Port Authority and ODOT D9 to develop the Scope of Work. Funding will be 80% federal using Surface Transportation Block Grant (STBG) funds and 20% match from the Lawrence County Port Authority. This is year 2 of 2.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired a consultant to complete the feasibility study

**PRODUCTS**

The consultant will prepare a final report for the US-52/SR-93 Storms Creek Feasibility Study

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381626: BEECH FORK CONNECTOR ROAD FEASIBILITY STUDY – WV**

| ELEMENT NO.: 381626                                 | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|---|---------------|----------|-----|-----|-----------|----|----|
| BEECH FORK CONNECTOR ROAD<br>FEASIBILITY STUDY – WV | \$50,000      | WV       | KY  | OH  | WV        | KY | OH |
|   |               | \$50,000 | \$0 | \$0 | 0         | 0  | 0  |
| REVISED   |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To complete a feasibility study for the proposed connector road between the Beech Fork Marina and the Campground that will evaluate the project’s viability and impact.

**METHODOLOGY**

KYOVA Staff will hire a consultant to complete the Beech Fork Connector Road feasibility study which will evaluate the projects viability and impact. The study will assess potential alignments within Beech Fork State Park, ensuring minimal environmental disruption while enhancing connectivity between key recreational areas. The study will include a detailed cost estimate for future phases of the project, providing a clear financial outlook for construction and implementation. A benefit-cost analysis will be conducted to assess the long-term value of the project in terms of economic, recreational, and transportation benefits. Conceptual drawings will be developed to visualize the proposed roadway alignment, incorporating considerations for park aesthetics.

A key component of the study will be coordination between the West Virginia Division of Natural Resources (WVDNR), the West Virginia Division of Highways (WVDOH), local elected officials, and key stakeholders to ensure alignment with regional development goals and community interests. The study will also analyze data on park visitation trends and the economic impact of Beech Fork State Park on the surrounding area. Additionally, economic projections related to the connector road’s potential to enhance tourism, increase park accessibility, and stimulate local business growth will be examined.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired an outside consultant to complete the feasibility study.

**PRODUCTS**

A feasibility study for the proposed connector road between the Beech Fork Marina and the Campground that will provide a comprehensive foundation for decision-making, ensuring that the project aligns with both conservation priorities and economic development goals.

**PROFESSIONAL DEVELOPMENT**

Minimal travel and/or training will be required by the KYOVA Staff for program support activities.

**381726: CSX UNDERPASS DRAINAGE PROJECT STUDY - BARBOURSVILLE, WV**

FUNDING SOURCE: KYOVA WV STBG

| ELEMENT NO.: 381726                                      | TOTAL REVENUE | REVENUE   |     |     | MAN HOURS |    |    |
|--|---------------|-----------|-----|-----|-----------|----|----|
|  |               | WV        | KY  | OH  | WV        | KY | OH |
| CSX UNDERPASS DRAINAGE PROJECT STUDY - BARBOURSVILLE, WV | \$100,000     | \$100,000 | \$0 | \$0 |           | 0  | 0  |
| REVISED  |               |           |     |     |           |    |    |

Match provided by the Village of Barboursville, WV/ KYOVA will administer the project for 10% fee

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

The CSX Underpass Drainage Project Study will provide funds to conduct a NEPA study to address hydraulics of the drainage system that serves the CSX Underpass on Central Avenue (County Road 31 – Martha Road).

**METHODOLOGY**

KYOVA will hire a consultant to conduct a NEPA study to address hydraulics of the drainage system that serves the CSX Underpass on Central Avenue (County Route 31-Martha Road). Based on an earlier camera inspection, the existing system constructed in the early 1900’s is compromised and if the tiles collapsed it would create a flooding situation during heavy rain causing closure of the underpass and limiting access to a majority part of the Village. Therefore, prohibiting essential emergency vehicles, school buses, city maintenance crews, public transit, and the general public a safe route to travel. A part of the work will be on property owned by the Village of Barboursville and the Barboursville Lions Club which will require a 20 foot wide easement. In earlier conversations, the Lion’s Club verbally gave approval for the easement. Work will also occur on County Route 31 and will most likely require a permit from the Department of Highways. The Estimated cost for Design is \$200,000. The project is Air Quality Exempt based on 40 CFR 93.126 Table 2 – Safety (Projects that correct, improve, or eliminate a hazardous location or feature). KYOVA will coordinate with the Village of Barboursville, WV and WVDOH. Funding will be 80% federal using Surface Transportation Block Grant (STBG) funds and 20% match from the Village of Barboursville, WV. This is a 2-year project.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired an outside consultant to complete the NEPA study.

**PRODUCTS**

NEPA Study to address hydraulics of the drainage system that serves the CSX Underpass on Central Avenue (County Route 31-Martha Road) in Barboursville, WV

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff

**381925: FREIGHT PLAN (WV)**

*(FUNDING SOURCE: WV CPG)*

| ELEMENT NO.: 381925 | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|---------------------|---------------|----------|-----|-----|-----------|----|----|
|                     |               | WV       | KY  | OH  | WV        | KY | OH |
| FREIGHT PLAN - WV   | \$75,000      | \$75,000 | \$0 | \$0 | 0         | 0  | 0  |
| REVISED             |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To complete freight transportation planning and/or study activities for Cabell and Wayne Counties, WV.

**METHODOLOGY**

KYOVA hired a consultant to complete a transportation planning study/activities specifically for the area of Cabell and Wayne counties, WV. This is year 3 of 3 for the project.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired an outside consultant to complete the Freight Plan (WV).

**PRODUCTS**

Freight Plan for the counties of Cabell and Wayne, WV.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff.

**382025: CMP/MODEL UPDATE – WEST VIRGINIA**

| ELEMENT NO.: 382025              | TOTAL REVENUE | REVENUE  |     |     | MAN HOURS |    |    |
|----------------------------------|---------------|----------|-----|-----|-----------|----|----|
| CMP/MODEL UPDATE – WEST VIRGINIA | \$86,500      | WV       | KY  | OH  | WV        | KY | OH |
|                                  |               | \$86,500 | \$0 | \$0 | 0         | 0  | 0  |
| REVISED                          |               |          |     |     |           |    |    |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOAL**

To complete a comprehensive congestion management process and updated model for the Huntington, WV-KY-OH urbanized area.

**METHODOLOGY**

During FY 2025, KYOVA hired a consultant to complete a comprehensive updated congestion management process and updated model for the Huntington, WV-KY-OH urbanized area, specifically for the West Virginia counties of Cabell and Wayne. The updated congestion management process will include but not be limited to utilizing big data such as Streetlight and INRIX, working to identify congested areas, and analyzing those areas to recommend solutions. The model will be updated to include a new base year of 2020 and interim years of 2025, 2035, 2045 and 2050 for the horizon year. Activities will include but not be limited to updating by Mode (Network, SE Data), calibrations, model documentation, and model package. This is year 3 of 3. The Travel Demand Model was completed in Year 2 (FY 2026) and will serve as a resource for the completion of the CMP and other projects within the KYOVA Planning Area.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired an outside consultant to complete the CMP.

**PRODUCTS**

Updated congestion management process and updated travel forecast model (completed in FY 2026) for 2023 base year consistent with input from 2020 census and the most current American Community Survey (ACS) demographics, recent employment allocation and recent travel characteristics. The consultant will validate the model to acceptable criteria using traffic counts completed by WVDOT, KYTC and ODOT.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff.

**382124: OHIO RIVER VALLEY TRI-STATE COMPREHENSIVE SAFETY ACTION PLAN (SS4A)**

FUNDING SOURCE: FEDERAL SS4A

| ELEMENT NO.: 382124   | TOTAL REVENUE | REVENUE |     |     | MAN HOURS |       |       |
|---|---------------|---------|-----|-----|-----------|-------|-------|
|   |               | WV      | KY  | OH  | WV        | FHWA  | KY/OH |
| OH RIVER VALLEY TRI- STATE COMPREHENSIVE SAFETY ACTION PLAN | \$600,000     | \$0     | \$0 | \$0 | 0         | 1,612 | 0/0   |
| REVISED   |               |         |     |     |           |       |       |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

To complete an Ohio River Valley Tri-State Comprehensive Safety Action Plan (SS4A) for the planning areas within KYOVA Interstate Planning Commission. Collected data will provide the information and data to apply for and successfully compete for SS4A Implementation Grants working toward achieving zero roadway fatalities and serious injuries in our rural and socioeconomically disadvantaged region.

**METHODOLOGY**

During FY 2024 KYOVA interviewed and selected a consultant. During FY 2025 KYOVA hired a consultant and developed the scope of work with USDOT and the consultant. Work activities began in late FY 2025 and will be a multi-year project that will result in the Ohio River Valley Tri-State Comprehensive Safety Action Plan for the tri-state planning area of KYOVA. The Action Plan will provide the information and data necessary to apply for and successfully complete for SS4A Implementation Grants. Completion date is expected prior to September 2028.

**RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission hired an outside consultant to complete the Ohio River Valley Tri-State Comprehensive Safety Action Plan (SS4A).

**PRODUCTS**

An Ohio River Valley Tri-State Comprehensive Safety Action Plan for the KYOVA planning area within the Huntington, WV-KY-OH that will provide the documentation and data to apply for and successfully compete for SS4A Implementation Grants.

**PROFESSIONAL DEVELOPMENT**

Limited travel will be required of the KYOVA Staff.

**385127: KENTUCKY 5303 TRANSIT PLANNING**

(FTA BUDGET CODE: 44.21.00)

| ELEMENT NO.: 385127            | TOTAL REVENUE | REVENUE |          |     | MAN HOURS |     |    |
|--------------------------------|---------------|---------|----------|-----|-----------|-----|----|
|                                |               | WV      | KY       | OH  | WV        | KY  | OH |
| KENTUCKY 5303 TRANSIT PLANNING | \$82,603      | \$0     | \$82,603 | \$0 | 0         | 793 | 0  |

**WORK SCHEDULE** (July 1, 2026 through June 30, 2027)

| July | August | September | October | November | December | January | February | March | April | May | June |
|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|
| X    | X      | X         | X       | X        | X        | X       | X        | X     | X     | X   | X    |

**GOALS**

KYOVA Interstate Planning Commission will utilize FY 2027 Section 5303 funds, suballocated through KYTC, to support work activities that advance the metropolitan transportation planning process required under 49 U.S.C. §5303 and 23 CFR Part 450. These funds will support multimodal transportation planning that promotes system integration and connectivity, efficient system management and operations, preservation of the existing transportation system, and improvements to resiliency and reliability. Ultimately, the funding will play a vital role to advance integrated transit and multimodal planning in the Huntington UZA to enhance system performance, equity, connectivity, and support for FTA-funded transit operations and capital investments.

**METHODOLOGY**

Transit plays an important role in transportation planning. To fully understand and to plan for the future of transit there must be a collaborative effort between agencies and organizations to identify strategies and goals that encourage participation by all users that will increase access to public transit. KYOVA will employ the following methods to facilitate effective transit planning in the Huntington, WV-KY-OH Urbanized Area.

**1. Transit Planning and Coordination Activities**

KYOVA will support and promote transit planning activities that provide critical services that connect all members of the community with jobs, healthcare, school, and other opportunities. These activities may include but not be limited to:

- Ensure all 5303-funded activities support a cooperative, continuous, and comprehensive (3-C) metropolitan planning process producing a fiscally constrained metropolitan transportation plan (KYOVA 2050 MTP) and TIP, with at least a 20-year horizon and updates on the federal schedule.
- Provide technical support for FTA Section 5307, 5303, 5310, and 5303 transit programs and activities to transit systems that operate within the boundary of the KYOVA Metropolitan Planning Area.
- Facilitate Split Letters/MOUs for Sections 5307 and 5339 fund allocations, initiated by transit operators.
- Coordination and assisted activities to include but not limited to involvement of local officials, agencies, and the public with inclusion of transit providers on the KYOVA Technical Advisory Committee (TAC), the Policy Committee (PC), and the Transit Providers Committee.
- Coordination with the Ashland Bus System to ensure a regional approach to transportation planning by promoting cooperation and coordination between transit agencies, the MPO and the Commonwealth of Kentucky.
- Coordination with the other transit agencies within the KYOVA Planning Area to ensure communication and planning activities.
- Evaluate service expansion opportunities connecting communities to employment, healthcare, schools, and opportunities; conduct ridership surveys and data collection.

- Assist Section 5310 applications for the Ashland Bus System, human service providers and other eligible agencies prioritizing seniors, disabled individuals, and low-income populations (Regional Models of Cooperation).
- KYOVA will coordinate integration with bicycle and pedestrian planning projects to achieve better intermodal connectivity.
- Support Disadvantaged Business Enterprise (DBE), Title VI, ADA, and elderly/disabled programs.
- Model/map transit projects within the Congestion Management Process (CMP); analyze ridership growth opportunities by using the latest available data and validated methods for population, land use, travel employment, congestion, and economic activity when integrating transit planning into the 2050 MTP and TIP,
- Work with transit agencies to monitor and record service indicators of fixed route and demand response services to compare service standards on a system-side and route level basis.
- Review the Kentucky Asset Management Plan (TAMP) for vulnerable assets and facilities requiring repeated repair/reconstruction to be used in the KYOVA planning documents and assist in making project funding decisions.
- Model/map transit projects within the Congestion Management Process (CMP); analyze ridership growth opportunities.
- Promote Transit Oriented Development (TOD).
- Work with transit agencies to review and/or recommend routes or service changes regarding the Ashland Bus System (ABS) by data collection and analysis to better connect residents via public transit to regional employment opportunities, health care facilities, schools, grocery stores, etc.; bicycle and pedestrian planning to better achieve intermodal connectivity, data collection to identify priority projects for seniors, individuals with disabilities, and individuals with lower income.
- Coordinated database and GIS/data files of the ABS transit routes, stops, and schedules – as provided by the transit agencies – to produce summary of reports for products such as system wide data, bus stop location GIS maps, comparisons based on the inclusion of past on-board survey data and project prioritization, while placing an emphasis on compliance with FTA guidelines and promoting transit connectivity and safety; integration with bicycle and pedestrian planning.
- Coordinate with KYTC, ODOT, WVDOT, FHWA, and FTA to implement a performance-based planning process consistent with 23 CFR Part 450, including transit-related safety, state of good repair and system performance measures.
- Cooperatively develop a share data with transit providers for setting and tracking Transit Asset Management (TAM) and Public Transportation Agency Safety Plan (PTASP) targets, and incorporate adopted transit performance targets into the KYOVA 2050 MTP, TIP, and related performance reports.
- Provide for continuous public involvement, including opportunities for transit riders and traditionally underserved communities to comment on transit-related elements of the KYOVA 2050 MTP, TIP, UPWP, and Coordinated Plan.
- Identify state of good repair needs to prioritize transit projects and funding based on information provided by transit agencies.
- Provide documentation and assistance, as requested, for agency triennial reviews.

## **2. Administration and Reporting**

- Update TIP/2050 MTP via amendments/modifications; revise financial tables for STIP inclusion, coordinating with KYTC and ABS.

- Manage UPWP amendments (FY2027) and develop FY 2028 UPWP.
- Handle invoicing, progress reports, budgets, contracts, and expenses (e.g., meetings, copying, etc.).
- Maintain and update the KYOVA Title VI/LEP Plan, as needed.
- Prepare and submit KYTC-required Annual Listing of Obligated Projects as delegated by KYTC-Office of Planning.
- Assist transit providers with Transit Asset Management (TAM) Plans and Public Transportation Agency Safety Plans (PTASP).
- Assist with and document MOUs/Split Letters for Sections 5310, 5307, 5339.
- Facilitate and document multi-state coordination procedures for the Huntington, WV-KY-OH urbanized area, including how plans, TIPs, and performance reporting are reported across state lines.
- Monitor/implement performance measures for transit safety/assets, coordinated with KYTC, WVDOT, ODOT, FHWA, and FTA.
- Maintain/update Coordinate Public Transit-Human Services Transportation Plan, as needed

### **3. All other transit related activities and/or projects**

All other transit related activities and/or projects not specifically identified in the Transportation Planning and Coordination Activities (#1) or Administration and Reporting (#2).

#### **RESPONSIBLE AGENCY**

KYOVA Interstate Planning Commission

#### **PRODUCTS**

- 1. Transit Planning and Coordination Activities:** Conduct transit service and coordination planning with regional providers (TTA, ABS, LCT, human service agencies), including route and schedule analysis, CMP-related transit evaluations, GTFS/GIS mapping and data maintenance, integration with bicycle/pedestrian planning, Coordinated Public Transit–Human Services Plan updates, TOD-supportive analysis, Title VI/ADA/DBE-related planning, performance-based planning support (TAM, PTASP, and other transit performance measures), and facilitation of Split Letters/MOUs and Section 5310 technical assistance.
- 2. Administrative, Compliance, and Reporting Activities:** Prepare and process TIP/2050 MTP amendments and financial tables for STIP inclusion; manage UPWP amendments and development; complete invoicing, progress reports, and budget tracking; maintain current Title VI/LEP and other civil rights documentation; prepare the Annual Listing of Obligated Projects; assist transit agencies with TAM and PTASP documentation; maintain and document metropolitan planning agreements and MOUs/Split Letters; and support required performance-based planning reporting and documentation consistent with 49 U.S.C. 5303 and 23 CFR Part 450.
- 3. All Other Transit-Related Activities and Projects:** Undertake any additional transit planning, coordination, data, or compliance activities not explicitly listed above that support the metropolitan transportation planning process, assist transit agencies in meeting federal/state requirements, or advance regional mobility, equity, safety, and access to public transportation.

#### **PROFESSIONAL DEVELOPMENT**

Training, travel, accommodations, and development activities to include participation to include but not limited to those activities and participation in Kentucky Transit Conferences, Kentuckians for Better Transportation (KBT), Kentucky Public Transit Association (KPTA), KYTC, FTA, FHWA, Ohio Public Transit Association (OPTA) conference/meetings, WVAMPO, National Transit Institute (NTI) and National Highway Institute (NHI) courses/training, National Association of Development Organizations (NADO), National Association of Regional Councils (NARC); and other programs/conferences that would assist in Kentucky specific and regional transit planning.

# **KYOVA Interstate Planning Commission**

**Huntington, WV-KY-OH Urbanized Area**

**FY 2027**

**Unified Planning Work Program**

**SECTION III**

**Budget Tables**

2/17/2026

KYOVA INTERSTATE PLANNING COMMISSION  
FUNCTIONAL AGENCY RESPONSIBILITY  
BUDGET SUMMARY  
TABLE I  
FY-2027

|                               |   | KYOVA/HAIATS       | TOTAL              |
|-------------------------------|---|--------------------|--------------------|
| <b>WORK ELEMENT</b>           | <b>PROJECT CODE 380</b>   | <b>TOTAL</b>       |                    |
|                               | <b>TRANSPORTATION PLANNING - WV/KY/OH JOINT PLANNING ELEMENTS</b>     |                    |                    |
| 380127                        | MANAGEMENT AND ADMINISTRATION   | \$136,797          | \$136,797          |
| 380227                        | SHORT RANGE/TRANSPORTATION IMPROVEMENT PROGRAM (TIP) & TIP MANAGEMENT | \$195,500          | \$195,500          |
| 380327                        | METROPOLITAN TRANSPORTATION PLANNING (MTP)                            | \$114,712          | \$114,712          |
| 380427                        | TRANSPORTATION SURVEILLANCE AND GIS                                   | \$95,500           | \$95,500           |
| 380527                        | AIR QUALITY PLANNING  | \$54,500           | \$54,500           |
| 380627                        | PUBLIC PARTICIPATION  | \$52,436           | \$52,436           |
| 380727                        | SURFACE TRANSPORTATION PROGRAM (STP) PLANNING                         | \$62,839           | \$62,839           |
|                               | <b>TOTAL JOINT FUNDED</b>   | <b>\$712,284</b>   | <b>\$712,284</b>   |
|                               | <b>TRANSIT PLANNING WEST VIRGINIA/OHIO ONLY</b>                       |                    |                    |
| 380827                        | TRANSIT AND HUMAN SERVICES PLANNING WV&OH                             | \$174,631          | \$174,631          |
|                               | <b>TOTAL WV/OH TRANSIT FUNDS</b>                                      | <b>\$174,631</b>   | <b>\$174,631</b>   |
|                               | <b>TOTAL JOINT FUNDS &amp; WV/OH TRANSIT</b>                          | <b>\$886,915</b>   | <b>\$886,915</b>   |
| <b>STATE SPECIFIC PROJECT</b> |   |                    |                    |
| 380927                        | SECTION 5310 TMA TRANSIT ADMINISTRATION (SHARED WITH TTA)             | \$11,500           | \$11,500           |
| 381027                        | WV 152 SAFETY STUDY   | \$25,000           | \$25,000           |
| 381127                        | LAWRENCE COUNTY, OH TRANSIT PLANNING                                  | \$20,500           | \$20,500           |
| 381227                        | US 35/SR 7 CONNECTOR RD STUDY <b>STBG PID 92403</b>                   | \$300,000          | \$300,000          |
| 381327                        | COMPLETE STREETS - WV   | \$23,403           | \$23,403           |
| 381427                        | COMPLETE STREETS - KY   | \$5,672            | \$5,672            |
| 381527                        | COMPLETE STREETS - OH   | \$4,150            | \$4,150            |
| 381627                        | GREENUP CO TRANSIT STUDY <b>STBG</b>                                  | \$20,000           | \$50,000           |
| 381727                        | GREENUP CO NEW SERVICES TRANSIT STUDY <b>STBG</b>                     | \$50,000           | \$50,000           |
| 381226                        | US 52/SR 93 STORMS CREEK STUDY, LAWRENCE CO., OH <b>PID 119448</b>    | \$200,000          | \$200,000          |
| 381626                        | BEECH FORK CONNECTOR RD STUDY   | \$50,000           | \$50,000           |
| 381726                        | BARBOURSVILLE CSX DRAINAGE STUDY <b>STBG</b>                          | \$100,000          | \$100,000          |
| 381925                        | FREIGHT STUDY WV  | \$75,000           | \$75,000           |
| 382025                        | CMP/MODEL - WV  | \$86,500           | \$86,500           |
|                               | <b>STATE SPECIFIC PROJECTS</b>  | <b>\$1,001,725</b> | <b>\$1,001,725</b> |
|                               | <b>TOTAL STATE SPECIFIC FUNDING</b>                                   | <b>\$1,001,725</b> | <b>\$1,001,725</b> |
| 382124                        | SS4A OHIO RIVER TRI-STATE SAFETY ACTION PLAN                          | \$600,000          | \$760,000          |
| <b>TOTAL</b>                  |   | <b>\$600,000</b>   | <b>\$600,000</b>   |
|                               | <b>KENTUCKY TRANSIT (5303) PLANNING</b>                               |                    |                    |
| 385127                        | KENTUCKY 5303 TRANSIT PLANNING  | \$82,603           | \$82,603           |
|                               | <b>TOTAL KY FTA TRANSIT FUNDS</b>                                     | <b>\$82,603</b>    | <b>\$82,603</b>    |
|                               | <b>TOTAL BUDGET</b>   | <b>\$2,541,243</b> | <b>\$2,541,243</b> |

KYOVA INTERSTATE PLANNING COMMISSION  
PRELIMINARY BUDGET  
TABLE II  
FY-2027

| ELEMENT   | KYOVA/FHW. TOTAL | DIRECT LABOR | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | OHIO         |              |                   |         | WEST VIRGINIA |              |                   |         | KENTUCKY     |              |                   |         | KY-FTA       |              |                   |         | LAWRENCE COUNTY TRANSIT |              |                   |         | FEDERAL HIGHWAYS |              |                   |         |
|---|------------------|--------------|--------------|-------------------|---------|--------------|--------------|-------------------|---------|---------------|--------------|-------------------|---------|--------------|--------------|-------------------|---------|--------------|--------------|-------------------|---------|-------------------------|--------------|-------------------|---------|------------------|--------------|-------------------|---------|
|   |                  |              |              |                   |         | DIRECT LABOR | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | DIRECT LABOR  | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | DIRECT LABOR | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | DIRECT LABOR | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | DIRECT LABOR            | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES | DIRECT LABOR     | OTHER DIRECT | INDIRECT OVERHEAD | FRINGES |
| TRANSPORTATION PLANNING   | 2,571,243        | 504,662      | 1,558,366    | 289,804           | 218,411 | 84,925       | 495,563      | 48,764            | 36,755  | 233,603       | 406,793      | 134,155           | 101,102 | 98,130       | 129,530      | 56,351            | 42,469  | 35,790       | 10,770       | 20,553            | 15,490  | 8,882                   | 2,673        | 5,101             | 3,844   | 43,328           | 513,039      | 24,881            | 18,752  |
| 100 JOINT FUNDED  |                  |              |              |                   |         |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 380127 MANAGEMENT AND ADMINISTRATION  | 136,797          | 59,272       | 17,836       | 34,037            | 25,652  | 11,262       | 3,407        | 6,466             | 4,874   | 29,636        | 8,900        | 17,020            | 12,826  | 18,374       | 5,529        | 10,551            | 7,952   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380227 SHORT RANGE/TRANSPORTATION IMPROVEMENT PROGRAM (TIP) & TIP MAN         | 195,500          | 84,707       | 25,490       | 48,643            | 36,660  | 16,094       | 4,842        | 9,241             | 6,964   | 42,354        | 12,746       | 24,323            | 18,331  | 26,259       | 7,902        | 15,079            | 11,365  | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380327 METROPOLITAN TRANSPORTATION PLANNING (MTP)                             | 114,712          | 49,703       | 14,957       | 28,542            | 21,511  | 9,444        | 2,842        | 5,422             | 4,087   | 24,852        | 7,478        | 14,272            | 10,756  | 15,408       | 4,637        | 8,848             | 6,668   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380427 TRANSPORTATION SURVEILLANCE AND GIS                                    | 95,500           | 41,378       | 12,452       | 23,762            | 17,908  | 7,861        | 2,366        | 4,515             | 3,403   | 20,690        | 6,226        | 11,881            | 8,954   | 12,827       | 3,860        | 7,366             | 5,551   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380527 AIR QUALITY PLANNING   | 54,500           | 23,614       | 7,106        | 13,560            | 10,220  | 4,487        | 1,350        | 2,576             | 1,942   | 11,807        | 3,553        | 6,780             | 5,110   | 7,320        | 2,203        | 4,204             | 3,168   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380627 PUBLIC PARTICIPATION   | 52,436           | 22,720       | 6,837        | 13,047            | 9,833   | 4,316        | 1,298        | 2,478             | 1,868   | 11,361        | 3,420        | 6,524             | 4,917   | 7,043        | 2,119        | 4,045             | 3,048   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380727 SURFACE TRANSPORTATION PROGRAM (STP) PLANNING                          | 62,839           | 27,227       | 8,193        | 15,635            | 11,783  | 5,172        | 1,556        | 2,969             | 2,238   | 13,615        | 4,097        | 7,819             | 5,892   | 8,440        | 2,540        | 4,847             | 3,653   | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| TOTAL JOINT FUNDED  | 712,284          | 308,620      | 92,872       | 177,226           | 133,566 | 58,636       | 17,661       | 33,667            | 25,378  | 154,315       | 46,422       | 88,619            | 66,786  | 95,672       | 28,790       | 54,940            | 41,405  | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 380827 TRANSIT AND HUMAN SERVICES PLANNING WV&OH                              | 174,631          | 75,664       | 22,769       | 43,451            | 32,746  | 11,493       | 3,449        | 6,600             | 4,974   | 64,171        | 19,320       | 36,851            | 27,772  | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| TOTAL TRANSIT   | 174,631          | 75,664       | 22,769       | 43,451            | 32,746  | 11,493       | 3,449        | 6,600             | 4,974   | 64,171        | 19,320       | 36,851            | 27,772  | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| TOTAL JOINT FUNDED/TRANSIT  | 886,915          | 384,284      | 115,641      | 220,677           | 166,313 | 70,129       | 21,110       | 40,267            | 30,352  | 218,486       | 65,742       | 125,470           | 94,558  | 95,672       | 28,790       | 54,940            | 41,405  | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| WV STATE SPECIFIC PROJECTS  |                  |              |              |                   |         |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 380927 SECTION 5310 TMA TRANSIT ADMINISTRATION (SHARED WITH TTA) CONSULTANT   | 11,500           | 4,983        | 1,499        | 2,861             | 2,156   | 0            | 0            | 0                 | 0       | 4,983         | 1,500        | 2,861             | 2,156   | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 381027 WV 152 SAFETY STUDY CONSULTANT   | 25,000           |              | 25,000       |                   |         | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 381327 COMPLETE STREETS - WV  | 23,403           | 10,140       | 3,051        | 5,823             | 4,388   |              |              |                   |         | 10,140        | 3,051        | 5,824             | 4,388   |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381626 BEECH FORK CONNECTOR RD STUDY CONSULTANT                               | 50,000           | 0            | 50,000       | 0                 | 0       |              |              |                   |         | 50,000        | 0            | 0                 | 0       |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381726 BARBOURVILLE CSX DRAINAGE STUDY STBG CONSULTANT                        | 100,000          | 0            | 100,000      | 0                 | 0       |              |              |                   |         | 100,000       | 0            | 0                 | 0       |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381925 FREIGHT STUDY WV CONSULTANT  | 75,000           | 0            | 75,000       | 0                 | 0       |              |              |                   |         | 75,000        | 0            | 0                 | 0       |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 382025 CMP/MODEL - WV CONSULTANT  | 86,500           | 0            | 86,500       | 0                 | 0       |              |              |                   |         | 86,500        | 0            | 0                 | 0       |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| TOTAL WV STATE SPECIFIC PROJECTS  | 371,403          | 15,123       | 341,051      | 8,684             | 6,546   | 0            | 0            | 0                 | 0       | 15,123        | 341,051      | 8,685             | 6,544   | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| OHIO STATE SPECIFIC PROJECTS  |                  |              |              |                   |         |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381127 LAWRENCE COUNTY, OH TRANSIT PLANNING                                   | 20,500           | 8,882        | 2,673        | 5,101             | 3,844   | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 8,882                   | 2,673        | 5,101             | 3,844   | 0                | 0            | 0                 | 0       |
| 381227 US 35/SR 7 CONNECTOR RD STUDY STBG PID 92403 CONSULTANT                | 270,000          | 12,998       | 3,912        | 7,464             | 5,626   | 12,998       | 3,912        | 7,464             | 5,626   |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381527 COMPLETE STREETS - OH CONSULTANT                                       | 4,150            | 1,798        | 541          | 1,033             | 778     | 1,798        | 541          | 1,033             | 778     |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381226 US 52/SR 93 STORMS CREEK STUDY, LAWRENCE CO., OH PID 119448 CONSULTANT | 200,000          | 0            | 200,000      | 0                 | 0       | 0            | 0            | 0                 | 0       | 200,000       | 0            | 0                 | 0       |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| TOTAL OHIO STATE SPECIFIC PROJECTS  | 524,650          | 23,679       | 477,126      | 13,598            | 10,248  | 14,796       | 474,453      | 8,497             | 6,404   | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 8,882                   | 2,673        | 5,101             | 3,844   | 0                | 0            | 0                 | 0       |
| KY STATE SPECIFIC PROJECTS  |                  |              |              |                   |         |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381427 COMPLETE STREETS - KY CONSULTANT                                       | 5,672            | 2,458        | 740          | 1,411             | 1,064   |              |              |                   |         |               |              |                   |         | 2,458        | 740          | 1,411             | 1,064   |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381627 GREENUP CO TRANSIT STUDY STBG CONSULTANT                               | 50,000           | 0            | 50,000       | 0                 | 0       |              |              |                   |         |               |              |                   |         | 50,000       | 0            | 0                 | 0       |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 381727 GREENUP CO NEW SERVICES TRANSIT STUDY STBG CONSULTANT                  | 50,000           | 0            | 50,000       | 0                 | 0       |              |              |                   |         |               |              |                   |         | 50,000       | 0            | 0                 | 0       |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| TOTAL KENTUCKY STATE SPECIFIC PROJECTS  | 105,672          | 2,458        | 100,740      | 1,411             | 1,064   | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 2,458        | 100,740      | 1,411             | 1,064   |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| TOTAL STATE SPECIFIC  | 1,001,725        | 41,259       | 918,916      | 23,693            | 17,857  | 14,796       | 474,453      | 8,497             | 6,404   | 15,123        | 341,051      | 8,685             | 6,544   | 2,458        | 100,740      | 1,411             | 1,064   | 0            | 0            | 0                 | 0       | 8,882                   | 2,673        | 5,101             | 3,844   | 0                | 0            | 0                 | 0       |
| KENTUCKY TRANSIT (5303) PLANNING  |                  |              |              |                   |         |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         |                  |              |                   |         |
| 385127 KENTUCKY 5303 TRANSIT PLANNING   | 82,603           | 35,790       | 10,770       | 20,553            | 15,490  | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 35,790       | 10,770       | 20,553            | 15,490  | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| TOTAL KY-FTA TRANSIT  | 82,603           | 35,790       | 10,770       | 20,553            | 15,490  | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 35,790       | 10,770       | 20,553            | 15,490  | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| TOTAL KENTUCKY TRANSIT  | 82,603           | 35,790       | 10,770       | 20,553            | 15,490  | 0            | 0            | 0                 | 0       | 0             | 0            | 0                 | 0       | 0            | 0            | 0                 | 0       | 35,790       | 10,770       | 20,553            | 15,490  | 0                       | 0            | 0                 | 0       | 0                | 0            | 0                 | 0       |
| 382124 S54A OHIO RIVER TRI-STATE SAFETY ACTION PLAN CONSULTANT                | 500,000          | 43,328       | 13,039       | 24,881            | 18,752  |              |              |                   |         |               |              |                   |         |              |              |                   |         |              |              |                   |         |                         |              |                   |         | 43,328           | 13,039       | 24,881            | 18,752  |
| TOTAL HAIATS BUDGET   | 2,571,243        | 504,662      | 1,558,366    | 289,804           | 218,411 | 84,925       | 495,563      | 48,764            | 36,755  | 233,603       | 406,793      | 134,155           | 101,102 | 98,130       | 129,530      | 56,351            | 42,469  | 35,790       | 10,770       | 20,553            | 15,490  | 8,882                   | 2,673        | 5,101             | 3,844   | 43,328           | 513,039      | 24,881            | 18,752  |



TABLE III  
KYOVA INTERSTATE PLANNING COMMISSION  
PROGRAM YEAR FY 2027

WEST VIRGINIA PORTION ONLY

JOINT FUNDED ELEMENTS/STATE SPECIFIC ELEMENTS

| ELEMENT | TRANSPORTATION PLANNING   | TOTAL     | JOINT PLANNING FUNDS |         |             |             | SURFACE TRANSPORTATION PLANNING FUNDS |              |             |             |             |        |
|---------|---|-----------|----------------------|---------|-------------|-------------|---------------------------------------|--------------|-------------|-------------|-------------|--------|
|         |   |           | TOTAL WV FUNDS       | WV FHWA | STATE MATCH | KYOVA LOCAL | WV TOTAL                              | WV STP FUNDS | STATE MATCH | KYOVA LOCAL | KYOVA LOCAL | WV     |
|         |   | 100%      | 50%                  | 80%     | 10%         | 10%         | 100%                                  | 80%          | 10%         | 10%         | 20%         | 100%   |
| 380127  | MANAGEMENT AND ADMINISTRATION   |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 136,797   | 68,399               | 54,719  | 6,840       | 6,840       | 0                                     | 0            | 0           | 0           |             |        |
| 380227  | SHORT RANGE/TRANSPORTATION IMPROVEMENT PROGRAM (TIP) & TIP MANAGEMENT |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 195,500   | 97,750               | 78,200  | 9,775       | 9,775       | 0                                     | 0            | 0           | 0           |             |        |
| 380327  | METROPOLITAN TRANSPORTATION PLANNING (MTP)                            |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 114,712   | 57,356               | 45,885  | 5,735       | 5,736       | 0                                     | 0            | 0           | 0           |             |        |
| 380427  | TRANSPORTATION SURVEILLANCE AND GIS                                   |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 95,500    | 47,750               | 38,199  | 4,775       | 4,776       | 0                                     | 0            | 0           | 0           |             |        |
| 380527  | AIR QUALITY PLANNING  |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 54,500    | 27,250               | 21,800  | 2,725       | 2,725       | 0                                     | 0            | 0           | 0           |             |        |
| 380627  | PUBLIC PARTICIPATION  |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 52,436    | 26,218               | 20,974  | 2,622       | 2,622       | 0                                     | 0            | 0           | 0           |             |        |
| 380727  | SURFACE TRANSPORTATION PROGRAM (STP) PLANNING                         |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 62,839    | 31,420               | 25,135  | 3,143       | 3,142       | 0                                     | 0            | 0           | 0           |             |        |
|         | TOTAL JOINT FUNDED  | 712,284   | 356,142              | 284,912 | 35,614      | 35,616      | 0                                     | 0            | 0           | 0           |             |        |
| 380827  | TRANSIT AND HUMAN SERVICES PLANNING WV&OH                             |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | BUDGETED AMOUNT   | 174,631   | 148,108              | 118,485 | 14,812      | 14,811      | 0                                     | 0            | 0           | 0           |             |        |
|         | TOTAL TRANSIT WEST VIRGINIA/OHIO                                      | 174,631   | 148,108              | 118,485 | 14,812      | 14,811      | 0                                     | 0            | 0           | 0           |             |        |
|         | TOTAL JOINT FUNDED/TRANSIT  | 886,915   | 504,250              | 403,397 | 50,426      | 50,427      | 0                                     | 0            | 0           | 0           |             |        |
|         | WEST VIRGINIA STATE SPECIFIC PROJECTS                                 |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | WV - TRI STATE TRANSIT (TTA) STATE SPECIFIC PROJECT                   |           |                      |         |             |             |                                       |              |             |             |             |        |
| 380927  | SECTION 5310 TMA TRANSIT ADMINISTRATION (SHARED WITH TTA)             | 11,500    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | TOTAL WV - TTA STATE SPECIFIC PROJECT                                 | 11,500    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381027  | WV 152 SAFETY STUDY   | 25,000    | 25,000               | 20,000  | 2,500       | 2,500       | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381327  | COMPLETE STREETS - WV   | 23,403    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 23,403 |
| 381626  | BEECH FORK CONNECTOR RD STUDY   | 50,000    | 50,000               | 40,000  | 5,000       | 5,000       | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381726  | BARBOURSVILLE CSX DRAINAGE STUDY STBG                                 | 100,000   | 0                    | 0       | 0           | 0           | 100,000                               | 80,000       | 0           | 0           | 20,000      | 0      |
| 381925  | FREIGHT STUDY WV  | 75,000    | 75,000               | 60,000  | 7,500       | 7,500       | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 382025  | CMP/MODEL - WV  | 86,500    | 86,500               | 69,200  | 8,650       | 8,650       | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | TOTAL OTHER WV STATE SPECIFIC PROJECTS                                | 359,903   | 236,500              | 189,200 | 23,650      | 23,650      | 100,000                               | 80,000       | 0           | 0           | 20,000      | 23,403 |
|         | TOTAL WV STATE SPECIFIC PROJECTS                                      | 359,903   | 236,500              | 189,200 | 23,650      | 23,650      | 100,000                               | 80,000       | 0           | 0           | 20,000      | 23,403 |
|         | OHIO STATE SPECIFIC   |           |                      |         |             |             | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381127  | LAWRENCE COUNTY, OH TRANSIT PLANNING                                  | 20,500    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381227  | US 35/SR 7 CONNECTOR RD STUDY STBG PID 92403                          | 300,000   | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381527  | COMPLETE STREETS - OH   | 4,150     | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 381226  | US 52/SR 93 STORMS CREEK STUDY, LAWRENCE CO., OH PID 119448           | 200,000   | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | TOTAL OHIO STATE SPECIFIC PROJECT                                     | 524,650   | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | KENTUCKY STATE SPECIFIC/STP   |           |                      |         |             |             |                                       |              |             |             |             |        |
| 381427  | COMPLETE STREETS - KY   | 5,672     |                      |         |             |             |                                       |              |             |             |             |        |
| 381627  | GREENUP CO TRANSIT STUDY STBG   | 50,000    |                      |         |             |             |                                       |              |             |             |             |        |
| 381727  | GREENUP CO NEW SERVICES TRANSIT STUDY STBG                            | 50,000    |                      |         |             |             |                                       |              |             |             |             |        |
|         | TOTAL KY STATE SPECIFIC PROJECT                                       | 105,672   | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | TOTAL STATE SPECIFIC  | 1,001,725 | 236,500              | 189,200 | 23,650      | 23,650      | 100,000                               | 80,000       | 0           | 20,000      | 0           | 23,403 |
|         | 200 KENTUCKY TRANSIT (5303) PLANNING                                  |           |                      |         |             |             |                                       |              |             |             |             |        |
| 385127  | KENTUCKY 5303 TRANSIT PLANNING  | 82,603    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | TOTAL KY - FTA TRANSIT  | 82,603    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
|         | FTA - KENTUCKY STATE SPECIFIC PROJECT                                 |           |                      |         |             |             |                                       |              |             |             |             |        |
|         | TOTAL FTA - TRANSIT   | 82,603    | 0                    | 0       | 0           | 0           | 0                                     | 0            | 0           | 0           | 0           | 0      |
| 382124  | SS4A OHIO RIVER TRI-STATE SAFETY ACTION PLAN                          | 600,000   |                      |         |             |             |                                       |              |             |             |             |        |
|         | TOTAL BUDGET  | 2,571,243 | 740,750              | 592,597 | 74,076      | 74,077      | 100,000                               | 80,000       | 0           | 20,000      | 0           | 23,403 |

TABLE III  
KYOVA INTERSTATE PLANNING COMMISSION  
PROGRAM YEAR FY 2027

**OHIO PORTION ONLY**

JOINT FUNDED ELEMENTS/STATE SPECIFIC ELEMENTS

| ELEMENT | TRANSPORTATION PLANNING   | TOTAL     | TOTAL ODOT FUNDS | OHIO | OHIO FHWA | ODOT STATE | KYOVA LOCAL |
|---------|---|-----------|------------------|------|-----------|------------|-------------|
|         |   | 100%      | 19.0000%         | 100% | 80%       | 10%        | 10%         |
| 380127  | MANAGEMENT AND ADMINISTRATION   |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 136,797   | 25,991           | 0    | 20,793    | 2,599      | 2,599       |
| 380227  | SHORT RANGE/TRANSPORTATION IMPROVEMENT PROGRAM (TIP) & TIP MANAGEMENT |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 195,500   | 37,145           | 0    | 29,716    | 3,715      | 3,714       |
| 380327  | METROPOLITAN TRANSPORTATION PLANNING (MTP)                            |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 114,712   | 21,795           | 0    | 17,436    | 2,180      | 2,179       |
| 380427  | TRANSPORTATION SURVEILLANCE AND GIS                                   |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 95,500    | 18,145           | 0    | 14,516    | 1,814      | 1,815       |
| 380527  | AIR QUALITY PLANNING  |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 54,500    | 10,355           | 0    | 8,284     | 1,035      | 1,036       |
| 380627  | PUBLIC PARTICIPATION  |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 52,436    | 9,963            | 0    | 7,971     | 996        | 996         |
| 380727  | SURFACE TRANSPORTATION PROGRAM (STP) PLANNING                         |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 62,839    | 11,939           | 0    | 9,552     | 1,194      | 1,194       |
|         | TOTAL JOINT FUNDED  | 712,284   | 135,334          | 0    | 108,268   | 13,533     | 13,533      |
|         |   |           |                  |      | 0         | 0          | 0           |
| 380827  | TRANSIT AND HUMAN SERVICES PLANNING WV&OH                             |           |                  |      |           |            |             |
|         | BUDGETED AMOUNT   | 174,631   | 26,523           | 0    | 21,217    | 2,653      | 2,653       |
|         | TOTAL TRANSIT WEST VIRGINIA/OHIO                                      | 174,631   | 26,523           | 0    | 21,217    | 2,653      | 2,653       |
|         | TOTAL JOINT FUNDED/TRANSIT  | 886,915   | 161,857          | 0    | 129,485   | 16,186     | 16,186      |
|         | WEST VIRGINIA STATE SPECIFIC PROJECTS                                 |           |                  |      |           |            |             |
|         | WV - TRI STATE TRANSIT (TTA) STATE SPECIFIC PROJECT                   |           |                  |      |           |            |             |
| 380927  | SECTION 5310 TMA TRANSIT ADMINISTRATION (SHARED WITH TTA)             | 11,500    | 0                | 0    | 0         | 0          | 0           |
|         | TOTAL WV - TTA STATE SPECIFIC PROJECT                                 | 11,500    | 0                | 0    | 0         | 0          | 0           |
| 381027  | WV 152 SAFETY STUDY   | 25,000    | 0                | 0    | 0         | 0          | 0           |
| 381327  | COMPLETE STREETS - WV   | 23,403    | 0                | 0    | 0         | 0          | 0           |
| 381626  | BEECH FORK CONNECTOR RD STUDY   | 50,000    |                  |      |           |            |             |
| 381726  | BARBOURSVILLE CSX DRAINAGE STUDY STBG                                 | 100,000   |                  |      |           |            |             |
| 381925  | FREIGHT STUDY WV  | 75,000    |                  |      |           |            |             |
| 382025  | CMP/MODEL - WV  | 86,500    |                  |      |           |            |             |
|         | TOTAL WV STATE SPECIFIC PROJECT                                       | 359,903   | 0                | 0    | 0         | 0          | 0           |
|         | OHIO STATE SPECIFIC   |           |                  |      |           |            |             |
| 381127  | LAWRENCE COUNTY, OH TRANSIT PLANNING                                  | 20,500    | 0                | 0    | 0         | 0          | 0           |
| 381227  | US 35/SR 7 CONNECTOR RD STUDY STBG PID 92403                          | 300,000   | 300,000          | 0    | 240,000   | 0          | 60,000      |
| 381527  | COMPLETE STREETS - OH   | 4,150     | 4,150            | 0    | 3,320     | 415        | 415         |
| 381226  | US 52/SR 93 STORMS CREEK STUDY, LAWRENCE CO., OH PID 119448           | 200,000   | 200,000          | 0    | 160,000   | 0          | 40,000      |
|         | TOTAL OHIO STATE SPECIFIC PROJECT                                     | 524,650   | 504,150          | 0    | 403,320   | 415        | 100,415     |
|         | KENTUCKY STATE SPECIFIC   |           |                  |      |           |            |             |
| 381427  | COMPLETE STREETS - KY   | 5,672     |                  |      |           |            |             |
| 381627  | GREENUP CO TRANSIT STUDY STBG   | 50,000    |                  |      |           |            |             |
| 381727  | GREENUP CO NEW SERVICES TRANSIT STUDY STBG                            | 50,000    |                  |      |           |            |             |
|         | TOTAL KENTUCKY STATE SPECIFIC   | 105,672   |                  |      |           |            |             |
|         | TOTAL STATE SPECIFIC  | 1,001,725 | 504,150          | 0    | 403,320   | 415        | 100,415     |
|         | KENTUCKY TRANSIT (5303) PLANNING                                      |           |                  |      |           |            |             |
| 385127  | KENTUCKY 5303 TRANSIT PLANNING  | 82,603    | 0                | 0    | 0         | 0          | 0           |
|         | TOTAL KY - FTA TRANSIT  | 82,603    | 0                | 0    | 0         | 0          | 0           |
| 382124  | SS4A OHIO RIVER TRI-STATE SAFETY ACTION PLAN                          | 600,000   | 0                | 0    | 0         | 0          | 0           |
|         | FTA - KENTUCKY STATE SPECIFIC PROJECT                                 |           |                  |      |           |            |             |
|         | TOTAL BUDGET  | 2,571,243 | 666,007          | 0    | 532,805   | 16,601     | 116,601     |

TABLE III  
KYOVA INTERSTATE PLANNING COMMISSION  
PROGRAM YEAR FY 2027

KENTUCKY PORTION ONLY

JOINT FUNDED ELEMENTS/STATE SPECIFIC ELEMENTS

| ELEMEN | TRANSPORTATION PLANNING   | TOTAL     | PLANNING FUNDS |             |                |             |                   | STP FUNDS |                |             |             |           |
|--------|---|-----------|----------------|-------------|----------------|-------------|-------------------|-----------|----------------|-------------|-------------|-----------|
|        |   |           | TOTAL KY FUNDS | KY PL FUNDS | KY STATE MATCH | KYOVA LOCAL | KY STATE SPECIFIC | KY FUNDS  | KY STATE MATCH | KYOVA LOCAL | KYOVA LOCAL | KY CRRSAA |
|        |   | 100%      | 31%            | 80%         | 10%            | 10%         |                   | 80%       | 5%             | 15%         | 20%         | 100%      |
| 380127 | MANAGEMENT AND ADMINISTRATION   |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 136,797   | 42,407         | 33,926      | 4,241          | 4,240       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380227 | SHORT RANGE/TRANSPORTATION IMPROVEMENT PROGRAM (TIP) & TIP MANAGEMENT |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 195,500   | 60,605         | 48,484      | 6,060          | 6,061       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380327 | METROPOLITAN TRANSPORTATION PLANNING (MTP)                            |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 114,712   | 35,561         | 28,449      | 3,556          | 3,556       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380427 | TRANSPORTATION SURVEILLANCE AND GIS                                   |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 95,500    | 29,605         | 23,684      | 2,960          | 2,961       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380527 | AIR QUALITY PLANNING  |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 54,500    | 16,895         | 13,516      | 1,690          | 1,689       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380627 | PUBLIC PARTICIPATION  |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 52,436    | 16,255         | 13,003      | 1,626          | 1,626       | 0                 | 0         | 0              | 0           | 0           | 0         |
| 380727 | SURFACE TRANSPORTATION PROGRAM (STP) PLANNING                         |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 62,839    | 0              | 0           | 0              | 0           | 19,480            | 15,584    | 0              | 0           | 3,896       | 0         |
|        | TOTAL JOINT FUNDED  | 712,284   | 220,808        | 161,062     | 20,133         | 20,133      | 19,480            | 15,584    | 0              | 0           | 3,896       | 0         |
| 380827 | TRANSIT AND HUMAN SERVICES PLANNING WV&OH                             |           |                |             |                |             |                   |           |                |             |             |           |
|        | BUDGETED AMOUNT   | 174,631   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL TRANSIT WEST VIRGINIA/OHIO                                      | 174,631   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL JOINT FUNDED/TRANSIT  | 886,915   | 220,808        | 161,062     | 20,133         | 20,133      | 19,480            | 15,584    | 0              | 0           | 3,896       | 0         |
|        | WEST VIRGINIA STATE SPECIFIC PROJECTS                                 |           |                |             |                |             |                   |           |                |             |             |           |
|        | WV - TRI STATE TRANSIT (TTA) STATE SPECIFIC PROJECT                   |           |                |             |                |             |                   |           |                |             |             |           |
| 380927 | SECTION 5310 TMA TRANSIT ADMINISTRATION (SHARED WITH TTA)             | 11,500    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL WV - TTA STATE SPECIFIC PROJECT                                 | 11,500    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381027 | WV 152 SAFETY STUDY   | 25,000    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381327 | COMPLETE STREETS - WV   | 23,403    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381626 | BEECH FORK CONNECTOR RD STUDY   | 50,000    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381726 | BARBOURSVILLE CSX DRAINAGE STUDY STBG                                 | 100,000   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381925 | FREIGHT STUDY WV  | 75,000    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 382025 | CMP/MODEL - WV  | 86,500    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL WV STATE SPECIFIC PROJECTS                                      | 359,903   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | OHIO STATE SPECIFIC   |           |                |             |                |             |                   |           |                |             |             |           |
| 381127 | LAWRENCE COUNTY, OH TRANSIT PLANNING                                  | 20,500    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381227 | US 35/SR 7 CONNECTOR RD STUDY STBG PID 92403                          | 300,000   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381527 | COMPLETE STREETS - OH   | 4,150     | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 381226 | US 52/SR 93 STORMS CREEK STUDY, LAWRENCE CO., OH PID 119448           | 200,000   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL OHIO STATE SPECIFIC PROJECT                                     | 524,650   | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | KENTUCKY STATE SPECIFIC/STP   |           |                |             |                |             |                   |           |                |             |             |           |
| 381427 | COMPLETE STREETS - KY   | 5,672     | 5,672          | 4,538       | 567            | 567         |                   |           |                |             |             |           |
| 381627 | GREENUP CO TRANSIT STUDY STBG   | 50,000    | 50,000         | 40,000      | 0              | 10,000      |                   |           |                |             |             |           |
| 381727 | GREENUP CO NEW SERVICES TRANSIT STUDY STBG                            | 50,000    | 50,000         | 40,000      | 0              | 10,000      |                   |           |                |             |             |           |
|        | TOTAL KY STATE SPECIFIC PROJECT                                       | 105,672   | 105,672        | 84,538      | 567            | 20,567      | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL STATE SPECIFIC  | 105,672   | 105,672        | 84,538      | 567            | 20,567      | 0                 | 0         | 0              | 0           | 0           | 0         |
| 200    | 200 KENTUCKY TRANSIT (5303) PLANNING                                  |           |                |             |                |             |                   |           |                |             |             |           |
| 385127 | KENTUCKY 5303 TRANSIT PLANNING  | 82,603    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL KY - FTA TRANSIT  | 82,603    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
|        | TOTAL FTA - TRANSIT/STATE SPECIFIC                                    | 82,603    | 0              | 0           | 0              | 0           | 0                 | 0         | 0              | 0           | 0           | 0         |
| 382124 | SS4A OHIO RIVER TRI-STATE SAFETY ACTION PLAN                          | 600,000   |                |             |                |             |                   |           |                |             |             |           |
|        | TOTAL BUDGET  | 2,571,243 | 326,480        | 245,600     | 20,700         | 40,700      | 19,480            | 15,584    | 0              | 0           | 3,896       | 0         |

**FY 2027 FRINGE RATE CALCULATION (PROVISIONAL)**

|  |         |               |
|--|---------|---------------|
| FRINGE CALCULATION & RATE              |         | <b>43.28%</b> |
| Fringe / Direct Labor + Indirect Labor |         |               |
| \$                                     | 266,533 | TOTAL FRINGE  |
| \$                                     | 615,850 | TOTAL SALARY  |

**FRINGE RATE IS CALCULATED BY DIVIDING ALL FRINGE EXPENSES BY TOTAL SALARIES**

**FY 2027 INDIRECT RATE CALCULATION (PROVISIONAL)**

|   |         |                                  |
|---|---------|----------------------------------|
| INDIRECT CALCULATION & RATE   |         | <b>40.08%</b>                    |
| Indirect Lbr + (Indirect Lbr x Fringe Rate) + Other indirect/ Direct Labor and Fringe |         |                                  |
| \$  | 289,804 | TOTAL INDIRECT COSTS             |
| \$  | 723,073 | TOTAL DIRECT SALARIES AND FRINGE |

**INDIRECT RATE IS CALCULATED BY DIVIDING TOTAL INDIRECT COSTS BY TOTAL DIRECT SALARIES AND FRINGE**

COMBINED RATE 83.36%

2/17/2026

**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
(July 1, 2026 - July 30, 2027)

|                                  |            | Estimated<br>FY 2025 | Actual<br>FY 2025 | Difference<br>(Over Bdg't.)<br>Under Bdg't. | ODOT<br>Adjustments | Estimated<br>FY 2027 |
|----------------------------------|------------|----------------------|-------------------|---|---------------------|----------------------|
| <b>EMPLOYEE WAGES</b>            |            |                      |                   |   |                     |                      |
| <b>Indirect Labor</b>            |            |                      |                   |   |                     |                      |
| <b>Project #</b>                 | <b>GL#</b> | <b>Acct. Name</b>    |                   |   |                     |                      |
| 38807                            | 50100      | \$ 106,801           | \$ 114,945        | \$ (8,144)                                  | \$ -                | \$111,187            |
|                                  |            | \$ 106,801           | \$ 114,945        | \$ (8,144)                                  | \$ -                | \$111,187            |
| <b>Subtotal - Indirect Labor</b> |            |                      |                   |   |                     |                      |
| <b>Direct Labor</b>              |            |                      |                   |   |                     |                      |
| 380/385                          | 50100      | \$ 443,366           | \$ 448,461        | \$ (5,095)                                  | \$ -                | \$504,662            |
|                                  |            | \$ 443,366           | \$ 448,461        | \$ (5,095)                                  | \$ -                | \$504,662            |
| <b>Subtotal - Direct Labor</b>   |            |                      |                   |   |                     |                      |
| <b>TOTAL EMPLOYEE WAGES</b>      |            | <b>\$ 550,167</b>    | <b>\$ 563,406</b> | <b>\$ (13,239)</b>                          | <b>\$ -</b>         | <b>\$615,850</b>     |

**FRINGE BENEFITS COST CENTER**

| Acct. # | Acct. Name                               | Estimated         | Actual            | Difference       | ODOT        | Estimated         |
|---------|--|-------------------|-------------------|------------------|-------------|-------------------|
| 998000  | 50900                                    | \$ 55,017         | \$ 56,008         | \$ (991)         | \$ -        | \$61,586          |
| 998000  | 51000                                    | \$ 111,131        | \$ 107,276        | \$ 3,855         | \$ -        | \$138,531         |
| 998000  | 50600                                    | \$ 42,088         | \$ 41,795         | \$ 293           | \$ -        | \$47,113          |
| 998000  | 50800                                    | \$ 1,600          | \$ 1,586          | \$ 14            | \$ -        | \$1,794           |
| 998000  | 50700                                    | \$ 1,215          | \$ 1,147          | \$ 68            | \$ -        | \$1,215           |
| 998000  | 51100                                    | \$ 17,219         | \$ 1,707          | \$ 15,512        | \$ -        | \$16,294          |
|         |  | \$ -              | \$ -              | \$ -             | \$ -        | \$ -              |
|         | <b>Subtotal Fringe Benefits</b>          | <b>\$ 228,270</b> | <b>\$ 209,519</b> | <b>\$ 18,751</b> | <b>\$ -</b> | <b>\$266,533</b>  |
|         | <b>Less Indirect Fringe Costs</b>        | <b>\$ 41,991</b>  | <b>\$ 42,746</b>  | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ 48,122</b>  |
|         | <b>Total Direct Fringe Benefit Costs</b> | <b>\$ 186,279</b> | <b>\$ 166,773</b> | <b>\$ 19,506</b> | <b>\$ -</b> | <b>\$ 218,411</b> |
|         | <b>FRINGE BENEFIT RATE</b>               | <b>41.49%</b>     | <b>37.19%</b>     |                  |             | <b>43.28%</b>     |
|         | <b>TOTAL DIRECT SALARIES/FRINGE</b>      |                   |                   |                  |             | <b>\$ 723,073</b> |

**PROGRAM INDIRECT COST ALLOCATION CENTER COSTS**

| Project # | Acct.# | Acct. Name   | Estimated         | Actual            | Difference       | ODOT        | Estimated        |
|-----------|--------|--|-------------------|-------------------|------------------|-------------|------------------|
| 38807     | 50100  | Salaries - Indirect Only                             | \$ 106,801        | \$ 114,945        | \$ (8,144)       | \$ -        | \$111,187        |
| 38807     | 50400  | Fringe Benefits for Indirect Salaries                | \$ 41,991         | \$ 42,746         | \$ (755)         | \$ -        | \$48,122         |
| 38807     | 55400  | Maintenance/Service/IT Agreements                    | \$ 1,600          | \$ 1,921          | \$ (321)         | \$ -        | \$ 2,000         |
| 38807     | 53200  | Finance Consulting                                   | \$ 12,900         | \$ 12,990         | \$ (90)          | \$ -        | \$ 13,000        |
| 38807     | 53800  | Depreciation   | \$ 750            | \$ -              | \$ 750           | \$ -        | \$ 500           |
| 38807     | 53100  | Equipment Lease                                      | \$ 2,500          | \$ -              | \$ 2,500         | \$ -        | \$ 1,500         |
| 38807     | 54700  | Electronic/Data Processing Equ. Ins.                 | \$ 250            | \$ -              | \$ 250           | \$ -        | \$ 250           |
| 38807     | 52300  | Printing/Reproduction/Scanning                       | \$ 250            | \$ -              | \$ 250           | \$ -        | \$ 250           |
| 38807     | 54900  | Comprehensive Liability Insurance/Bonding Fees       | \$ 13,500         | \$ 15,284         | \$ (1,784)       | \$ -        | \$ 16,500        |
| 38807     | 54100  | Legal Service  | \$ 500            | \$ -              | \$ 500           | \$ -        | \$ 500           |
| 38807     | 53600  | Meeting Charges                                      | \$ 3,000          | \$ 1,230          | \$ 1,770         | \$ -        | \$ 3,500         |
| 38807     | 52600  | Memberships, Subscriptions                           | \$ 13,000         | \$ 4,698          | \$ 8,302         | \$ -        | \$ 7,000         |
| 38807     | 56800  | Software/Technical Support                           | \$ 500            | \$ -              | \$ 500           | \$ -        | \$ -             |
| 38807     | 54200  | Management Services                                  | \$ -              | \$ -              | \$ -             | \$ -        | \$ -             |
| 38807     | 55500  | Rent/Space Costs                                     | \$ 46,206         | \$ 43,019         | \$ 3,187         | \$ -        | \$ 45,206        |
| 38807     | 53700  | Equipment  | \$ 500            | \$ -              | \$ 500           | \$ -        | \$ 500           |
| 38807     | 52000  | Supplies   | \$ 9,500          | \$ 6,658          | \$ 2,842         | \$ -        | \$ 8,500         |
| 38807     | 55100  | Computer Software Lease/Upgrade                      | \$ 3,500          | \$ 3,861          | \$ (361)         | \$ -        | \$ 4,000         |
| 38807     | 52200  | Telephone  | \$ 3,500          | \$ 3,524          | \$ (24)          | \$ -        | \$ 4,000         |
| 38807     | 52000  | Travel   | \$ 2,800          | \$ 1,112          | \$ 1,688         | \$ -        | \$ 4,000         |
| 38807     | 54400  | Postage  | \$ 1,000          | \$ -              | \$ 1,000         | \$ -        | \$ 1,000         |
| 38807     | 55700  | Misc Service/Office Expense                          | \$ 1,100          | \$ 80             | \$ 1,020         | \$ -        | \$ 2,000         |
| 38807     | 58200  | Other Costs  | \$ 2,500          | \$ 2,122          | \$ 378           | \$ -        | \$ 1,000         |
| 38807     | 53500  | Contract Services                                    | \$ -              | \$ -              | \$ -             | \$ -        | \$ -             |
| 38807     | 52500  | Website Development                                  | \$ -              | \$ -              | \$ -             | \$ -        | \$ -             |
| 38807     | 53900  | GMS Onsite Closeout Fees                             | \$ 2,500          | \$ -              | \$ 2,500         | \$ -        | \$ 2,500         |
|           |        | <b>Subtotal Kyova Indirect Cost Allocation Costs</b> | <b>\$ 270,648</b> | <b>\$ 254,190</b> | <b>\$ 16,458</b> | <b>\$ -</b> | <b>\$277,015</b> |

**INDIRECT COST CENTER**

| Acct.# | Acct. Name                             | Estimated  | Actual            | Difference       | ODOT        | Estimated         |
|--------|--|--|-------------------|------------------|-------------|-------------------|
| 999000 | 54400                                  | Postage Meter Lease & Supplies                         | \$ 1,000          | \$ 1,085         | \$ (85)     | \$ 1,000          |
| 999000 | 55700                                  | Post Office Box Rental                                 | \$ 100            | \$ -             | \$ 100      | \$ 100            |
| 999000 | 55400                                  | Maintenance/Service Agreements                         | \$ 1,500          | \$ -             | \$ 1,500    | \$ 1,000          |
| 999000 | 52200                                  | Telephone/Internet/DSL connection/Wireless Service     | \$ 1,000          | \$ 269           | \$ 731      | \$ 1,000          |
| 999000 | 52800                                  | Xerox (Lease for Copier/Fax/Printer)                   | \$ 5,500          | \$ 4,361         | \$ 1,139    | \$ 5,500          |
| 999000 | 52000                                  | Supplies (For General Use)                             | \$ 2,000          | \$ 191           | \$ 1,809    | \$ 1,500          |
| 999000 | 55300                                  | Storage Facility Rental Fees                           | \$ 500            | \$ 222           | \$ 278      | \$ 500            |
| 999000 | 52600                                  | Subscriptions/Memberships(newspapers, magazines, etc.) | \$ 300            | \$ 1,666         | \$ (1,366)  | \$ 1,300          |
| 999000 | 58200                                  | Other Costs  | \$ 250            | \$ -             | \$ 250      | \$ 250            |
| 999000 | 52400                                  | Travel   | \$ 239            | \$ 207           | \$ 32       | \$ 239            |
| 999000 | 53600                                  | Meetings   | \$ -              | \$ -             | \$ -        | \$ -              |
| 999000 | 55200                                  | Advertisements   | \$ 200            | \$ -             | \$ 200      | \$ 200            |
| 999000 | 53500                                  | Contract Labor   | \$ -              | \$ -             | \$ -        | \$ -              |
| 999000 | 55500                                  | Space Cost   | \$ -              | \$ 954           | \$ (954)    | \$ -              |
| 999000 | 55700                                  | Misc. Service/Office Expense                           | \$ 200            | \$ 2,745         | \$ (2,545)  | \$ 200            |
|        | <b>Subtotal Indirect Costs</b>         | <b>\$ 12,789</b>                                       | <b>\$ 11,700</b>  | <b>\$ 1,089</b>  | <b>\$ -</b> | <b>\$ 12,789</b>  |
|        | <b>TOTAL INDIRECT COSTS</b>            | <b>\$ 283,437</b>                                      | <b>\$ 265,890</b> | <b>\$ 17,547</b> | <b>\$ -</b> | <b>\$ 289,804</b> |
|        | <b>TOTAL DIRECT LABOR/FRINGE COSTS</b> |  |                   |                  |             |                   |
|        | <b>TRANSPORTATION PLANNING</b>         | <b>\$ 629,645</b>                                      | <b>\$ 615,234</b> | <b>\$ 14,411</b> | <b>\$ -</b> | <b>\$ 723,073</b> |
|        | <b>TOTAL INDIRECT RATE</b>             | <b>45.0%</b>   | <b>43.2%</b>      |                  |             | <b>40.08%</b>     |

2/17/2026

**FY 2026-2027**  
**KYOVA INTERSTATE PLANNING COMMISSION**  
**PROPOSED OPERATING BUDGET**  
**JULY 1, 2026 - JUNE 30, 2027**

|                  |               |   | YTD              |                                |                |                  |
|------------------|---------------|---|------------------|--------------------------------|----------------|------------------|
|                  |               |   | Estimated        | Actual                         | Difference     | Estimated        |
|                  |               |   | FY 2025          | FY 2025                        | (Over Bdg.)    | FY 2027          |
|                  |               |   |                  |                                | under Bdg.     |                  |
| <b>Project #</b> | <b>Acct.#</b> | <b>DIRECT:</b>  |                  |                                |                |                  |
| 380 & 385        | 50100         | Salaries Direct   | 443,366          | 448,461                        | -5,095         | 504,662          |
| 380 & 385        | 50400         | Fringe Benefits Direct                                  | 186,279          | 166,774                        | 19,505         | 218,411          |
| 380 & 385        | 52400         | Travel/Meetings (Direct)                                | 71,191           | 34,968                         | 36,223         | 57,191           |
| 380 & 385        | 54000         | Consultant Services                                     | 1,465,912        | 683,908                        | 782,004        | 1,406,500        |
| 380 & 385        | 60000         | Other(Telephone, Advertisements, supplies, etc.) Direct | 25,806           | 17,222                         | 8,584          | 93,176           |
| 380 & 385        | 52300         | Printing/Reproduction (Direct)                          | 500              | 0                              | 500            | 500              |
| 380 & 385        | 53500         | Contract Services                                       | 1,000            | 0                              | 1,000          | 1,000            |
| 391              | 391000        | Local Unrestricted Expenses Only                        | 16,353           | 7,505                          | 8,848          | 9,000            |
|                  |               |   | 0                | 0                              | 0              |                  |
|                  |               | <b>TOTAL DIRECT</b>                                     | <b>2,210,407</b> | <b>1,358,838</b>               | <b>851,569</b> | <b>2,290,439</b> |
|                  |               |   |                  |                                |                |                  |
| <b>388</b>       | <b>388000</b> | <b>KYOVA PROGRAM ALLOCATION COST CENTER:</b>            |                  |                                |                |                  |
| 388              | 50100         | Salaries - Indirect Only                                | 106,801          | 114,945                        | -8,144         | 111,187          |
| 388              | 50400         | Fringe Benefits for Indirect Salaries                   | 41,991           | 42,746                         | -755           | 48,122           |
| 388              | 55400         | Maintenance/Service/IT                                  | 1,600            | 1,921                          | -321           | 2,000            |
| 388              | 53200         | Finance Consulting                                      | 12,900           | 12,990                         | -90            | 13,000           |
| 388              | 53800         | Depreciation  | 750              | 0                              | 750            | 500              |
| 388              | 53100         | Software Lease  | 2,500            | 0                              | 2,500          | 1,500            |
| 388              | 54700         | Electronic/Data Processing Equ. Ins.                    | 250              | 0                              | 250            | 250              |
| 388              | 52300         | Printing/Reproduction/Scanning                          | 250              | 0                              | 250            | 250              |
| 388              | 54900         | Comprehensive Liability Insurance/Bonding Fees          | 13,500           | 15,284                         | -1,784         | 16,500           |
| 388              | 54100         | Legal Service   | 500              | 0                              | 500            | 500              |
| 388              | 53600         | Meeting Charges   | 3,000            | 1,230                          | 1,770          | 3,500            |
| 388              | 52600         | Memberships/Subscriptions/Resources                     | 13,000           | 4,698                          | 8,302          | 7,000            |
| 388              | 56800         | Software/Technical Support                              | 500              | 0                              | 500            | 0                |
| 388              | 54200         | Management Services                                     | 0                | 0                              | 0              | 0                |
| 388              | 55500         | Rent/Space Costs  | 46,206           | 43,019                         | 3,187          | 45,206           |
| 388              | 53700         | Equipment   | 500              | 0                              | 500            | 500              |
| 388              | 52000         | Supplies  | 9,500            | 6,658                          | 2,842          | 8,500            |
| 388              | 55100         | Computer Software Lease/Upgrade                         | 3,500            | 3,861                          | -361           | 4,000            |
| 388              | 52200         | Telephone   | 3,500            | 3,524                          | -24            | 4,000            |
| 388              | 52000         | Travel  | 2,800            | 1,112                          | 1,688          | 4,000            |
| 388              | 54400         | Postage   | 1,000            | 0                              | 1,000          | 1,000            |
| 388              | 55700         | Misc Service/Office Expense                             | 1,100            | 80                             | 1,020          | 2,000            |
| 388              | 58200         | Other Costs   | 2,500            | 2,122                          | 378            | 1,000            |
| 388              | 53500         | Contract Labor Services                                 | 0                | 0                              | 0              | 0                |
| 388              | 52500         | Website Development                                     | 0                | 0                              | 0              | 0                |
| 388              | 53900         | GMS On Site Closeout Fees                               | 2,500            | 0                              | 2,500          | 2,500            |
|                  |               | <b>TOTAL KYOVA PROGRAM ALLOCATED COSTS</b>              | <b>270,648</b>   | <b>254,190</b>                 | <b>16,458</b>  | <b>277,015</b>   |
| <b>999000</b>    |               |   |                  |                                |                |                  |
| 999000           | 54400         | Postage Meter Lease & Supplies                          | 1,000            | 1,085                          | -85            | 1,000            |
| 999000           | 55700         | Post Office Box Rental                                  | 100              | 0                              | 100            | 100              |
| 999000           | 55400         | Maintenance/Service Agreements                          | 1,500            | 0                              | 1,500          | 1,000            |
| 999000           | 52200         | Telephone/Internet/DSL connection/Wireless Service      | 1,000            | 269                            | 731            | 1,000            |
| 999000           | 52800         | Xerox (Lease for Copier/Fax/Printer)                    | 5,500            | 4,361                          | 1,139          | 5,500            |
| 999000           | 52000         | Supplies (For General Use)                              | 2,000            | 191                            | 1,809          | 1,500            |
| 999000           | 55300         | Storage Facility Rental Fees                            | 500              | 222                            | 278            | 500              |
| 999000           | 52600         | Subscriptions/Memberships(newspapers, magazines, etc.)  | 300              | 1,666                          | -1,366         | 1,300            |
| 999000           | 58200         | Other Costs   | 250              | 0                              | 250            | 250              |
| 999000           | 52400         | Travel  | 239              | 207                            | 32             | 239              |
| 999000           | 53600         | Meetings  | 0                | 0                              | 0              | 0                |
| 999000           | 55200         | Advertisements  | 200              | 0                              | 200            | 200              |
| 999000           | 53500         | Contract Labor  | 0                | 0                              | 0              | 0                |
| 999000           | 55500         | Space Cost  | 0                | 954                            | -954           | 0                |
| 999000           | 55700         | Misc. Service/Office Expense                            | 200              | 2,745                          | -2,545         | 200              |
|                  |               |   |                  |                                |                |                  |
|                  |               | <b>TOTAL KYOVA INDIRECT COSTS</b>                       | <b>12,789</b>    | <b>11,700</b>                  | <b>1,089</b>   | <b>12,789</b>    |
|                  |               |   |                  |                                |                |                  |
|                  |               | <b>TOTAL KYOVA PROGRAM ALLOCATED/INDIRECT COSTS</b>     | <b>283,437</b>   | <b>265,890</b>                 | <b>17,547</b>  | <b>289,804</b>   |
|                  |               |   |                  |                                |                |                  |
|                  |               | <b>TOTAL BUDGET</b>                                     | <b>2,493,844</b> | <b>1,624,728</b>               | <b>869,116</b> | <b>2,580,243</b> |
|                  |               |   | <b>(16,353)</b>  | <b>LESS LOCAL UNRESTRICTED</b> |                | <b>(9,000)</b>   |
|                  |               |   | <b>2,477,491</b> |                                |                | <b>2,571,243</b> |

# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

**FY 2027**

## **Unified Planning Work Program**

### **APPENDIX A**

**Financial Provisions and  
Managerial Capability Certification**

## Certification of Provision of Necessary Local Matching Funds

The KYOVA Interstate Planning Commission hereby certifies that the local match requirement of the total project cost shall be provided in (check and complete one) cash   **X**  , \$ \_\_\_\_\_; in-kind \_\_\_\_\_ \$ \_\_\_\_\_ or combination of both \_\_\_\_\_ cash + \$ \_\_\_\_\_ in-kind = value \$ \_\_\_\_\_ total.

It is my understanding that if in-kind is used as match, proper documentation detailing the cash value of those services shall be included with this application. If cash is used as match, the source of these funds is (are) **local membership dues which are based on population.**

February 27, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning Commission

## **Fiscal and Managerial Capability Certification**

The KYOVA Interstate Planning Commission

Hereby certifies that upon a review of the Applicant's records, determined that the Applicant has the requisite legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U. S. C. 5303 and to implement and manage the project.

## **Federal Requirements**

The KYOVA Interstate Planning Commission

Hereby certifies that it will comply with any existing requirements, as well as any changes that occur in the future, in carrying out this project.

## **Inspection**

The KYOVA Interstate Planning Commission

Hereby certifies that it shall permit the FTA, the Comptroller of General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with the generally accepted accounting standards or agency directives.

Executed this 27<sup>th</sup> day of February 2026.

BY: \_\_\_\_\_  
Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning Commission



## County Commission of Wayne County

P.O. Box 248

Wayne, WV 25570

Phone 304-272-6350 • Fax 304-272-6348

Travis D. Thompson, President • Robert M. Thompson, Commissioner • Enoch J. Marcum, Commissioner

March 6, 2025

Mr. Christopher M. Chiles  
Executive Director  
KYOVA Interstate Planning Commission  
400 Third Avenue  
Huntington, WV 25701

**Re: Beech Fork Connector Road Feasibility Study**

Dear Mr. Chiles,

On behalf of the Wayne County Commission (*"the Commission"*), please accept this letter as the Commission's commitment to the above-mentioned project. The County will pledge 10% of the total cost of the study, which is understood to not exceed \$100,000. Therefore, the County's contribution is not to exceed \$10,000.

Thank you for your assistance in this matter. Should you have any questions in this regard, please do not hesitate to contact our office at (304) 272-6350.

Sincerely,

Travis Thompson, President  
Wayne County Commission

*The Wayne County Commission is an equal opportunity provider and employer*



# Village of Barboursville

721 Central Avenue • P. O. Box 266 • Barboursville, West Virginia 25504-0266  
304-736-8994 • Fax 304-736-7850

*Mayor*  
**Christopher L. Tatum**

February 18, 2025

*Recorder*  
**Rachel Patton**

*Council*  
Donnie Plybon  
Paula S. Seay  
Rick Keaton  
Necia Freeman  
Patrick Wagoner

Mr. Christopher M. Chiles  
Executive Director  
KYOVA Interstate Planning Commission  
400 Third Avenue  
Huntington, WV 25701

Re: Underpass Drainage Project

Dear Mr. Chiles,

Please accept this letter as the Village of Barboursville's commitment to the above-mentioned project. The Village will pledge 20% of the total cost of the study, which is understood to not exceed \$150,000.00. Therefore, the Village's contribution is not to exceed \$30,000.00.

Thank you for your assistance in this matter, and please contact me with any questions.

Sincerely,

Chris Tatum, Mayor  
Village of Barboursville

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# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

**FY 2027**

## **Unified Planning Work Program**

### **APPENDIX B**

#### **Certifications and Assurances**

**EXHIBIT A**

**Certification of Compliance  
With Executive Order 12372**

"Certification is given by KYOVA Interstate Planning Commission, the applicant, with the respect to its application for assistance pursuant to Section 8 of the Urban Mass Transportation Act of 1964, as amended, filed with the Federal Transit Administration (FTA) that the recipient has complied with the process established by the states of West Virginia, Kentucky, and Ohio pursuant to Executive Order 12372".

**KYOVA INTERSTATE PLANNING COMMISSION**

---

**By:**

**Christopher M. Chiles, Executive Director**

**Date: February 27, 2026**

---

**Assurance Concerning Nondiscrimination on the  
Basis of Disability in Federally Assisted Programs and  
Activities Receiving or Benefiting from Federal  
Financial Assistance**

Implementing the Rehabilitation Act of 1973, as amended, and  
the American with Disabilities Act of 1990

KYOVA Interstate Planning Commission, **AGREES THAT**, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by the Federal Transit Administration, no otherwise qualified person with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Recipient **GIVES ASSURANCE** that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth at 49 C. F. R. Parts 27, 37, and 38 as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

Executed this 27<sup>th</sup> day of February 2026.

By: \_\_\_\_\_  
Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning Commission

## **Drug Free Workplace Act Certification for Public or Private Entity**

1. The KYOVA Interstate Planning Commission certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about;
    1. The dangers of drug abuse in the workplace;
    2. The Applicant's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the federal agency in writing, within ten calendar days after receiving notice under subparagraph {d}(2) from an employee or otherwise received actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of such affected grant or cooperative agreement.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- I. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The applicant's headquarters is located at the following address. The address of all workplaces maintained by the Applicant are provided on an accompanying list.

Name of Applicant: KYOVA Interstate Planning Commission  
Street Address: 400 Third Avenue  
City: Huntington  
County: Cabell  
State: West Virginia  
Zip Code: 25701

---

Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning Commission

Date: February 27, 2026

**Certification  
of  
Restrictions on Lobbying**

**I, Christopher M. Chiles, Executive Director, hereby certify on behalf of KYOVA Interstate Planning Commission that:**

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or any employee or a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of and Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form - LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1119/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC Section 1601: et seq.).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1998). 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.

---

Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning  
Commission

Date: February 78, 2026

**Certification Regarding Debarment, Suspension,  
And other Responsibility Matters  
Primary Covered Transactions**

1. KYOVA Interstate Planning Commission certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department to or agency;
  - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, local) terminated for cause or default;
  - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The Applicant also certifies that if, later, it becomes aware of any information contradicting the statement of paragraphs (a) through (d) above, it will promptly provide that information to the Division.
3. If the Applicant (Primary Participant) is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its signature page and provide a written explanation to the Division.

**KYOVA INTERSTATE PLANNING COMMISSION  
PROCUREMENT COMPLIANCE**

Applicants certify that its procurements and procurement system will comply with all applicable requirements imposed by federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1 D, "Third Party Contracting Requirements," and other implementing guidance or manuals FTA may issue. The applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by federal laws, executive orders, or regulations, and will ensure that its contractor(s) will also include in sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by federal laws, executive-orders, or regulations.

---

Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning  
Commission

Date: February 27, 2026

## Federal Transit Administration Civil Rights Assurance

The KYOVA INTERSTATE PLANNING COMMISSION HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Administration Act, as amended, it will ensure that:

1. No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
2. The **KYOVA INTERSTATE PLANNING COMMISSION** will compile, maintain, and submit in a timely manner Title VI information required by FTA circular 4702.0 and in compliance with the Department of Transportation Title VI regulation 49 CFR Part 21.9.
3. The **KYOVA INTERSTATE PLANNING COMMISSION** will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation (USDOT).
4. A standard DOT Title VI Assurance, signed, and dated March 1978 has been filed with the state.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

---

Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning  
Commission

Date: February 27, 2026

**Federal Fiscal Year 2026 FTA Certifications  
And Assurances Signature Page**

**Affirmation of Applicant**

Name of Applicant: KYOVA Interstate Planning Commission

Name and Relationship of Authorized Representative: Christopher M. Chiles, Executive Director

BY SIGNING BELOW on behalf of the Applicant, I declare that the applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2022.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 801 et seq., and implementing U.S. DOT regulations, Program Fraud Civil Remedies, "49 CFR part 31 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S. C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

---

Christopher M. Chiles, Executive Director  
KYOVA Interstate Planning  
Commission

Date: February 78, 2026

# Federal Fiscal Year 2026 FTA Certification and Assurances for Federal Transit Administration Assistance Program

**NAME OF APPLICANT: KYOVA INTERSTATE PLANNING COMMISSION**

The applicant agrees to comply with applicable provisions of Categories 01-24. Please initial \_\_\_\_\_

**OR**

The applicant agrees to comply with the applicable provisions of the Categories it has selected:

| <u>#</u> | <u>Category Description</u>  | <u>Initial</u> |
|----------|--|----------------|
| 01.      | Assurances required for Each Applicant   | _____          |
| 02.      | Lobbying   | _____          |
| 03.      | Procurement Compliance   | _____          |
| 04.      | Protections for Private Providers of Public Transportation   | _____          |
| 05.      | Public Hearing   | _____          |
| 06.      | Acquisition of Rolling Stock for Use on Revenue Service  | _____          |
| 07.      | Acquisition of Capital Assets by Lease   | _____          |
| 08.      | Bus Testing  | _____          |
| 09.      | Charter Service Agreement  | _____          |
| 10.      | School Transportation Agreement  | _____          |
| 11.      | Demand Responsive Service (if applicable)  | _____          |
| 12.      | Alcohol Misuse and Prohibited Drug Use   | _____          |
| 13.      | Interest and other Financing Costs   | _____          |
| 14.      | Intelligent Transportation Systems (if applicable)   | _____          |
| 15.      | Urbanized Area Formula Program   | _____          |
| 16.      | Clean Fuels Grant Program  | _____          |
| 17.      | Elderly Individuals and individuals with Disabilities Formula Program<br>& Pilot Program (if applicable) | _____          |
| 18.      | Non-Urbanized Area Formula Program for States  | _____          |
| 19.      | Job Access and Reverse Commute Program (if applicable)   | _____          |
| 20.      | New Freedom Program (if applicable)  | _____          |
| 21.      | Paul S. Sarbanes Transit in Parks Program  | _____          |
| 22.      | Tribal Transit Program   | _____          |
| 23.      | TIFIA Projects   | _____          |
| 24.      | Deposits of Federal Financial Assistance to a state infrastructure Banks                                 | _____          |

**KYOVA INTERSTATE PLANNING COMMISSION  
METROPOLITAN TRANSPORTATION PLANNING PROCESS CERTIFICATION**

WHEREAS the USDOT the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, a)so known as the Bipartisan Infrastructure Law [BIL]) legislation requires the Metropolitan Planning Organization (MPO) to certify that its transportation planning process is in conformance with regulations; in accordance with 23 CFR 450.220, the West Virginia Department of Transportation and KYOVA Interstate Planning Commission, the Metropolitan Planning Organization for the Huntington VW-KY-OH urbanized area, hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- i. 23 U.S.C. 134 and 135, 49 U.S.C.5303 and 5304, 23 CFR Part 450 and this subpart;
- ii. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
- iii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.2000d-1) and 49 CFR part 21;
- iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- v. Section IOI(b) of the FAST Act (Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- vii. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- viii. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- ix. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- x. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities.

**KYOVA Interstate Planning Commission**

**West Virginia Department of Transportation**

\_\_\_\_\_  
**Signature**  
  
 Executive Director  
 \_\_\_\_\_  
**Title**  
  
 February 27, 2026  
 \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**  
  
  
 \_\_\_\_\_  
**Title**  
  
 \_\_\_\_\_  
**Date**

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

Agency/Organization: KYOVA Interstate Planning Commission

General

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

***KYOVA's Finance/Administrative Office has lead responsibility for Title VI compliance.***

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

*Dannielle Slusher  
Finance/Office Manager/Title VI Environmental Justice Officer  
400 Third Avenue  
Huntington, WV 25701  
Email: [dslusher@kyovaipc.org](mailto:dslusher@kyovaipc.org)  
Phone: 304-523-7434*

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

***Yes, KYOVA's Title VI/LEP Plan may be viewed on KYOVA's website at the following link:***  
[https://www.kyovaipc.org/2025\\_KYOVA\\_Title\\_VI\\_LEP\\_FINAL.pdf](https://www.kyovaipc.org/2025_KYOVA_Title_VI_LEP_FINAL.pdf)

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

***KYOVA's Title VI Policy Statement can be found in the Title VI Plan on page Title VI-4 and VI-5 in English and Spanish, respectively. The Title VI/LEP Plan may be viewed on KYOVA's website at the following link:***  
[https://www.kyovaipc.org/2024/Title\\_VI\\_LEP\\_Plan\\_Final.pdf](https://www.kyovaipc.org/2024/Title_VI_LEP_Plan_Final.pdf).

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

***KYOVA's Title VI Complaint Procedures (English and Spanish) can be found in the Title VI Plan on pages Title VI 6 - 9) and in Appendix A Pages A-1 through A-4. Additionally, the English and Spanish version may be reviewed on the KYOVA website at the following links: English: [https://www.kyovaipc.org/Complaint\\_Procedure\\_English.pdf](https://www.kyovaipc.org/Complaint_Procedure_English.pdf) and Spanish: [https://www.kyovaipc.org/Complaint\\_Procedure\\_Spanish.pdf](https://www.kyovaipc.org/Complaint_Procedure_Spanish.pdf).***

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

**KYOVA's Title VI Complaint Form can be found in Appendix A pages A-1 through A-4 (English and Spanish) of the Title VI/LEP Plan on the KYOVA website: [https://www.kyovaipc.org/2024\\_Title\\_VI\\_LEP\\_Plan\\_Final.pdf](https://www.kyovaipc.org/2024_Title_VI_LEP_Plan_Final.pdf). Additionally, the English version of the form can be found on the website at the following link: [https://www.kyovaipc.org/Complaint\\_Form\\_9\\_11\\_2025.pdf](https://www.kyovaipc.org/Complaint_Form_9_11_2025.pdf) and the Spanish at: [https://www.kyovaipc.org/Complaint\\_Form\\_Spanish\\_9\\_11\\_2025.pdf](https://www.kyovaipc.org/Complaint_Form_Spanish_9_11_2025.pdf).**

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

**The "Notice of Nondiscrimination Rights and Protections to Beneficiaries" is posted on the KYOVA website at the following link: [http://www.kyovaipc.org/Notice\\_of\\_Nondiscrimination\\_Rights\\_and\\_Protections\\_to\\_Beneficiaries\\_3\\_8\\_2016.pdf](http://www.kyovaipc.org/Notice_of_Nondiscrimination_Rights_and_Protections_to_Beneficiaries_3_8_2016.pdf). Additionally, the information for the public is included in the Title VI/LEP Plan which is also located on the KYOVA website for the general public and other agencies to review.**

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

*KYOVA has NOT been named in any Title VI and/or other discrimination complaints or lawsuits over the past three (3) years.*

9. Has your organization provided written Title VI Assurances to ODOT? Is the Title VI Assurance included in the MPO self-certification resolution (Note, this only applies to MPOs, RTPOs do not approve self-certification resolutions)? If so, please provide a copy as an attachment.

*KYOVA provides ODOT written Title VI Assurances. The Assurances are included in the MPO self-certification resolution (see attached), within the annual Unified Planning Work Program, and with TIP updates.*

10. Does your contract language include Title VI and other non-discrimination assurances?

*Yes, KYOVA includes Title VI and other non-discrimination assurances in contracts.*

11. Do you use any of the following methods to disseminate Title VI information to the public (select all that apply):

- i.** Title VI posters in public buildings - YES
- ii.** Title VI brochures at public events
- iii.** Title VI complaint forms in public buildings
- iv.** Title VI complaint forms at public events - YES
- v.** Title VI policy posted on your website - YES

- vi. Title VI Program Plan posted on your website - YES
- vii. Other (Please explain)

### Public Involvement

12. Does your organization have a Public Participation Plan? If so, please provide the website link or attach a copy. When was the Public Participation Plan most recently updated?

KYOVA does have a Public Participation Plan. The link to access the most current Public Participation Plan is: [https://www.kyovaipc.org/FY\\_2026\\_Participation\\_Plan\\_FINAL.pdf](https://www.kyovaipc.org/FY_2026_Participation_Plan_FINAL.pdf). The Plan was updated in 2025 with an active date of September 30, 2025.

13. Please select which of the following outlets your organization uses to provide notices to different population groups (select all that apply):

- i. Neighborhood and community paper advertisements - YES
- ii. Community radio station announcements
- iii. Church and community event outreach - YES
- iv. Targeted fliers distributed in particular neighborhoods - YES
- v. Other (Please explain) - Newspaper, KYOVA website, Facebook, YouTube Video, Twitter, word-of-mouth.

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

KYOVA coordinates outreach with the Huntington Housing Authority, Golden Girls Group Home, Cabell County Community Service Organization, FIVCO Area Development District, Ironton-Lawrence County (OH) Community Action, Lawrence County (OH) Public Transit Agency, Ohio Transit, Easter Seals, NorthEast Community Action Organization (KY).

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

- i. Parking - YES
- ii. Accessibility by public transportation - YES
- iii. Meeting times - YES
- iv. Existence of ADA ramps - YES
- v. Familiarity of community with meeting location - YES

16. Have meeting participants requested special assistance (e.g., interpretation services) ahead of any public event in the past year? If so, describe how the request was addressed.

*No special assistance has been requested during the past year.*

### Limited English Proficiency (LEP) and Language Assistance

17. Are you familiar with the LEP four-factor analysis methodology?

*KYOVA is aware of the LEP four-factor analysis methodology.*

18. Are you familiar with the LEP language assistance Safe Harbor threshold?

*KYOVA is aware of the LEP language assistance Safe Harbor threshold.*

19. Does your organization have an LEP Plan and/or a Language Assistance Plan (LAP)? If so, please provide the website link or attach a copy.

*Yes, KYOVA has an LEP which is posted and available for review on the KYOVA website at the following link:*

*[https://www.kyovaipc.org/2025\\_KYOVA\\_Title\\_VI\\_LEP\\_FINAL.pdf](https://www.kyovaipc.org/2025_KYOVA_Title_VI_LEP_FINAL.pdf)*

20. Has your organization identified vital documents that need to be made available in languages other than English? If so, describe how that need is being addressed.

***KYOVA has identified the “vital” documents and utilizes the Translator Function on the KYOVA website to accommodate those individuals’ requiring information in languages other than English.***

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

*One staff member has been identified to speak Arabic in addition to English.*

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

***Free translation services are provided on an “as needed and prearranged” basis. Additionally, a free translator application is available on the KYOVA website for individuals interested in viewing the electronic documents in a language other than English. Individuals requiring translation services that have not “prearranged” will be accommodated to the best of KYOVA’s ability which may require a scheduled meeting at a later date so a translator can be provided.***

23. How often do you receive requests for language assistance?

*To date, KYOVA has not received any requests for language assistance.*

## Title VI Training

24. Who provides Title VI training to your staff?

- i. ODOT staff -YES*
- ii. Title VI Coordinator - YES (or other designated staff member)*
- iii. Other (Please explain) - Kentucky Transportation Cabinet on an annual basis, the West Virginia Department of Highways/Department of Transportation; FTA; transit agencies within each of the state DOTs; Federal Highway Administration, etc.*

25. How often are Title VI trainings conducted?

*KYOVA staff complies and completes the KYTC Title VI: Expectations & Responsibilities training on an annual basis as provided by the KYTC Office for*

*Civil Rights and Small Business Development. The training includes a test following a pre-recorded webinar. Documented completions are on file at the KYOVA Office and submitted to KYTC. Additionally, members of the KYOVA staff attend training courses directed by ODOT, KYTC, WVDOH, both in person and virtually to include webinars from FHWA and FTA.*

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

*During 2026, **KYOVA's entire staff of eight (8) completed** the KYTC Title VI/LEP Training. Two (2) staff members participated in training conducted by KYTC and/or ODOT during FY 2026.*

Transportation Planning Program - Data Collection and Analysis

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

**Yes. All documentation regarding these procedures may be found in KYOVA'S Title VI/LEP Plan.**

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

*Yes, KYOVA is fully equipped with GIS programs/software and trained staff to serve in this capacity and to provide the mapping/data for the region.*

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

*Yes, as needed and/or for project specific activities.*

30. Does your organization conduct Transportation Plan and Transportation Improvement Program analyses of the impacts that planned transportation system investments will have on affected populations? Discuss the assessment methodology and resulting documentation.

*The metropolitan planning process requires data files to be updated regarding the affects it has on populations, citizen perspectives, land use, employment, and census data. As a census Depository, KYOVA maintains census data files and updates. KYOVA provides data packages to various agencies, businesses, and organizations regarding minority statistics, upon request. The Metropolitan Transportation Plan (MTP) ant the Transportation Improvement Program (TIP) are documents that are prepared and updated to address affected populations, employment trends and community values.*

31. Does your organization track demographic information of participants in its transportation planning program public involvement events?

*Demographic information of participants is not tracked on a regular basis as some participants do not identify themselves as to their specific demographic they represent or of local residence.*

Technical Assistance

32. Provide the name, title, and contact information for the person who completed this questionnaire and the date the questionnaire was completed. Is this the person who should be contacted with follow-up questions? If not, please provide the name, title, and contact information for that individual.

*This questionnaire was completed January 26, 2026. Individuals completing this questionnaire and whom you should contact regarding any questions are:*

*Dannielle Slusher  
Finance, Office Mgr./Title VI EJ Officer  
KYOVA Interstate Planning Commission  
Commission 400 Third Avenue  
Huntington, WV 25701  
Phone: 304-523-7434  
Email: [dslusher@kyovaipc.org](mailto:dslusher@kyovaipc.org)*

*Terri Sicking  
Senior Transportation Planner  
KYOVA Interstate Planning  
400 Third Avenue  
Huntington, WV 25701  
Phone: 304-523-7434  
Email: [tsicking@kyovaipc.org](mailto:tsicking@kyovaipc.org)*

33. Do you have any questions regarding this questionnaire? If so, please include them here along with your email address or telephone number and an ODOT representative will respond.

*At the time of completing this questionnaire, KYOVA does not have any questions.*

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

*KYOVA welcomes any and all available Title VI or other civil rights training to better facilitate the transportation planning process. This would include virtual, prerecorded webinars, and in-person.*

**Affirmation of Applicant's Attorney For  
KYOVA Interstate Planning Commission**

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the forgoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant, that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of this project.

\_\_\_\_\_  
Signature/Title of Authorized Representative  
Randall L. Trautwein

\_\_\_\_\_  
Date

*Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney, and dated this fiscal year.*

# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

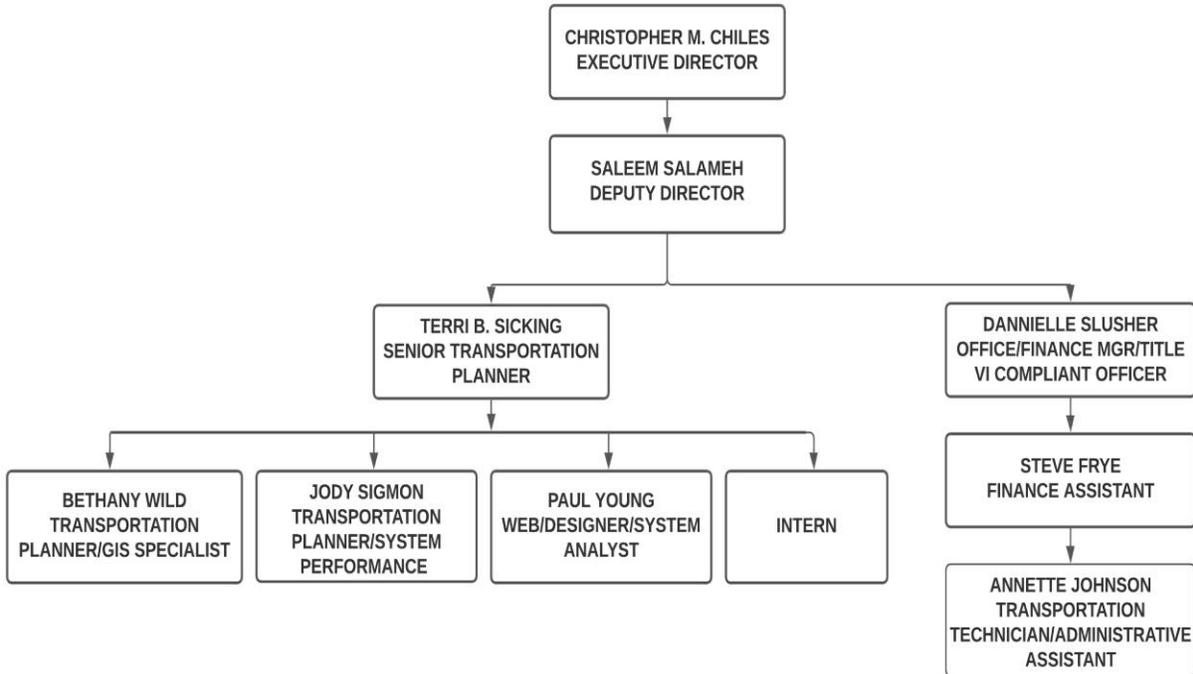
**FY 2027**

**Unified Planning Work Program**

**APPENDIX C**

**KYOVA Organizational Chart**

**KYOVA Interstate Planning Commission**  
**Organizational Chart**  
As of February 20, 2026



# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

**FY 2027**

## **Unified Planning Work Program**

### **APPENDIX D**

#### **Planning Agreements**

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE PLANNING, COORDINATION, AND FUNDING PROCEDURES AMONG KYOVA**  
**INTERSTATE PLANNING COMMISSION; WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**(WVDOT)/WEST VIRGINIA DIVISION OF HIGHWAYS (WVDOH); KENTUCKY TRANSPORTATION**  
**CABINET (KYTC); OHIO DEPARTMENT OF TRANSPORTATION (ODOT); WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION (WVDEP); KENTUCKY DEPARTMENT FOR**  
**ENVIRONMENTAL PROTECTION (KYDEP)/KENTUCKY DIVISION FOR AIR QUALITY (KYDAQ);**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA); REGIONAL INTERGOVERNMENTAL**  
**COUNCIL (RIC); TRI-STATE TRANSIT AUTHORITY (TTA); CITY OF ASHLAND/ASHLAND BUS**  
**SYSTEM (ABS); AND LAWRENCE COUNTY PORT AUTHORITY (LCPA)**  
**IN CONSULTATION WITH**  
**FHWA OFFICES OF WEST VIRGINIA, KENTUCKY, AND OHIO; FTA REGIONS III, IV, AND V;**  
**EPA REGIONS III, IV, AND V FOR THE HUNTINGTON, WV-KY-OH TRANSPORTATION**  
**MANAGEMENT AREA (TMA)**

This Memorandum of Understanding (MOU) is a three state, multi-agency agreement addressing the interagency coordination affecting the transportation planning process for the Huntington, WV-KY-OH Transportation Management Area (TMA) between the following parties (hereinafter referred to as the AGENCIES), pursuant to 23 USC 134, 49 USC 5303, and 40 CFR 93. The parties to this MOU agree to cooperatively participate in the metropolitan transportation planning and air quality transportation conformity processes for the *Huntington, WV-KY-OH* Urbanized Area. The parties further agree that the KYOVA Policy Committee, serving as the designated MPO for the *Huntington, WV-KY-OH* Urbanized Area, will direct the metropolitan transportation planning and transportation air quality conformity processes and will facilitate the federal, state, and local agencies' active participation in the processes. KYOVA's metropolitan transportation planning program will result in the development and approval of three principal products: 1) a quadrennially updated 20-year Multimodal Transportation Plan with a US DOT conformity determination; 2) a biennially updated four-year Transportation Improvement Program with a US DOT conformity determination; and 3) an annually updated Unified Planning Work Program (UPWP) and budget.

Recognizing the geographic and organization complexities of this three-state urbanized area, as documented below, this MOU confirms the parties' participation within the Huntington, WV-KY-OH Urbanized Area planning process and serves as an umbrella agreement recognizing a series of supplementary agreements between KYOVA and the respective state and regional agencies recording their individual planning process coordination procedures.

On July 18, 2012 the Huntington, WV-KY-OH Urbanized Area was designated as a Transportation Management Area (TMA). KYOVA is one of two MPOs that share joint planning responsibilities for the TMA, which includes the West Virginia counties of Cabell and Wayne, Kentucky counties of Boyd and Greenup, and the urbanized area of Lawrence County, Ohio. The other MPO, the Regional Intergovernmental Council (RIC), is responsible for the transportation planning activities

for the West Virginia counties of Kanawha and Putnam Counties, of which only a portion of Putnam County falls within the TMA boundary. Furthermore, KYOVA is served by three separate DOTs (West Virginia, Kentucky, and Ohio), three state air quality agencies (WVDEP, KYDEP/KYDAQ and OEPA), three Federal Highway Administration Division Offices (West Virginia, Kentucky, and Ohio), three regions of the Federal Transit Agency (Region III, IV and V), three regions of the Environmental Protection Agency (Regions III, IV, and V), and three local transit agencies (Tri-State Transit Authority, City of Ashland (Ashland Bus System), and the Lawrence County Port Authority operating as Lawrence County Transit (LCT)).

KYOVA's first TMA Certification occurred in the Spring of 2016. At that time, it was recommended for the agency to complete agreement(s) as required by 23 CFR 450.314. Therefore, this Umbrella Agreement documents the understandings between all AGENCIES and outlines how each will coordinate to the best of their ability, use their own agreements within their state for planning purposes, and provide for a dispute resolution process.

A list of the state and regional agencies coordinating with the agreement(s) is as follows (a listing of each agreement/MOU as it relates to AGENCIES will be provided later in this MOU):

- West Virginia Department of Transportation (WVDOT)/West Virginia Division of Highways (WVDOH)
- Kentucky Transportation Cabinet (KYTC)
- Ohio Department of Transportation (ODOT)
- West Virginia Department of Environmental Protection (WVDEP)
- Kentucky Department for Environmental Protection (KYDEP)/Kentucky Division for Air Quality (KYDAQ)
- Ohio Environmental Protection Agency (OEPA)
- KYOVA Interstate Planning Commission (KYOVA)
- Regional Intergovernmental Council (RIC)
- Tri-State Transit Authority (TTA)
- City of Ashland/Ashland Bus System (ABS)
- Lawrence County Port Authority (LCPA)

These agreements are not in place of, or in conflict with, any existing MOUs, agreements, or laws of the United States, and are to provide the basis for coordinated efforts to cooperatively determine each party's mutual responsibilities in carrying out the metropolitan transportation planning process within the Huntington, WV-KY-OH Transportation Management Area (TMA) Urbanized Area as designated on July 18, 2012.

## **DISPUTES**

KYOVA hereby agrees to adhere to the *Dispute Policies* as outlined in the annual and/or biennial agreements with WVDOH/WVDOT, KYTC, and ODOT. AGENCY(IES) that do not fall under the contracted activities with WVDOH/WVDOT, KYTC, or ODOT hereby agrees to, attempt in good faith to, resolve any dispute or claim arising out of or in relation to the Agreement through informal negotiations between authorized AGENCY representatives from each of the AGENCIES involved. AGENCIES shall notify KYOVA of the dispute in writing and request a review, within sixty (60) days after the dispute occurred. In such, the AGENCY(IES) notification shall present evidentiary matters to support the AGENCY(IES) position. Within thirty (30) days, KYOVA will respond to AGENCY(IES) dispute and attempt resolution through informal negotiations between the disputed AGENCIES. If the dispute cannot be settled amicably within sixty (60) days from the first date on which the KYOVA has contacted each AGENCY within the dispute, then a mediation will occur by a mutual third-party mediator before resorting to termination or the Agreement or further dispute resolution.

## **TERMINATION AND MODIFICATION**

This MOU may be reviewed every four (4) years, or as needed as rules, regulations, laws, or designations change. It may be amended, whenever deemed appropriate, by written agreement of all AGENCIES. However, it is the intent of the AGENCIES to carry out the metropolitan planning process on a continuous, cooperative, and comprehensive basis with minimal modifications or terminations. Therefore, this MOU will remain in effect until terminated or replaced by a new MOU. Any AGENCY subject to this MOU may withdraw from the MOU by giving sixty (60) days written notice to KYOVA, at which time KYOVA will notify all other agencies subject to the MOU. If this occurs, the AGENCIES agree to consult further to determine whether the issue(s) can be resolved and the MOU re-implemented in an amended form. In the event that an AGENCY withdraws from this MOU, the rights and responsibilities of the remaining AGENCIES will remain unchanged with respect to each other until this MOU is amended or replaced.

In the event that this MOU requires modification, addition of new MOUs, or for any other reason, the required modifications may be accomplished through the execution of a letter modification or supplemental agreement addressed to KYOVA who will distribute to all AGENCIES subject to this MOU. This MOU may be replaced with a new MOU at any time upon the written consent of all remaining signatory agencies. Once this MOU is replaced, it will become null and void.

All participating AGENCIES agree to the following clause edits:

1. Perform the roles and responsibilities outlined in their agreement(s), contract(s), or understanding(s) located in the attachment;
2. Conduct necessary updates, or revisions to their agreement(s), contract(s), or understanding(s) located in the attachment as needed that will not affect the terms of this agreement; and
3. Comply with the terms of this MOU.

Therefore, this cooperative MOU is entered among the AGENCIES listed above and any subsequent amended parties.

**In witness thereof**, the undersigned executive staff members of KYOVA Interstate Planning Commission; West Virginia Department of Transportation (WVDOT)/West Virginia Division of Highways (WVDOH); Kentucky Transportation Cabinet (KYTC); Ohio Department of Transportation (ODOT); Ohio Environmental Protection Agency (OEPA); Kentucky Department for Environmental Protection (KYDEP)/Kentucky Division for Air Quality (KYDAQ); West Virginia Department of Environmental Protection (WVDEP); Regional Intergovernmental Council (RIC); Tri-State Transit Authority (TTA); City of Ashland/Ashland Bus System (ABS); and Lawrence County Port Authority (LCPA) have executed this MOU on the dates indicated below. The effective date of this MOU will be the date of the final signature.

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE PLANNING, COORDINATION, AND FUNDING PROCEDURES AMONG KYOVA**  
**INTERSTATE PLANNING COMMISSION; WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**(WVDOT)/WEST VIRGINIA DIVISION OF HIGHWAYS (WVDOH); KENTUCKY TRANSPORTATION**  
**CABINET (KYTC); OHIO DEPARTMENT OF TRANSPORTATION (ODOT); WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION (WVDEP); KENTUCKY DEPARTMENT FOR**  
**ENVIRONMENTAL PROTECTION (KYDEP)/KENTUCKY DIVISION FOR AIR QUALITY (KYDAQ);**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA); REGIONAL INTERGOVERNMENTAL**  
**COUNCIL (RIC); TRI-STATE TRANSIT AUTHORITY (TTA); CITY OF ASHLAND/ASHLAND BUS**  
**SYSTEM (ABS); AND LAWRENCE COUNTY PORT AUTHORITY (LCPA)**  
**IN CONSULTATION WITH**  
**FHWA OFFICES OF WEST VIRGINIA, KENTUCKY, AND OHIO; FTA REGIONS III, IV, AND V;**  
**EPA REGIONS III, IV, AND V FOR THE HUNTINGTON, WV-KY-OH TRANSPORTATION**  
**MANAGEMENT AREA (TMA)**

The list below specifies each of the agreement(s) between each agency(ies). Each agreement(s) will be included in this document within the ATTACHMENTS Section.

## ATTACHMENTS

### I. METROPOLITAN PLANNING AGREEMENTS AND UNDERSTANDINGS

| ATTACHMENT # | STATE        | TITLE  | AGENCY(IES)                                    | AGREEMENT DATE AND/OR #                |
|--------------|--------------|--|--|--|
| D-1          | WV/KY/<br>OH | KYOVA TRI-STATE MOU – FUNDING & COORDINATION   | KYOVA/ODOT/KYTC/<br>WVDOH-WVDOT                | JULY 1, 2013                           |
| D-2          | WV           | MOU FOR THE METROPOLITAN PLANNING PROCESS  | WVDOH/KYOVA/TTA                                | JULY 9, 2018                           |
| D-3          | WV           | MOU KYOVA/RIC/WVDOT FOR COORDINATION OF THE TRANSPORTATION PLANNING PROCESS                                | KYOVA/RIC/WVDOT                                | MARCH 10, 2015                         |
| D-4          | WV           | MOU RIC/WVDEP/WVDOT- CONFORMITY CONSULTATION   | WVDEP/RIC/WVDOT                                | APRIL 2, 2007                          |
| D-5          | WV           | MOU FOR THE METROPOLITAN PLANNING PROCESS  | WVDOH/RIC/KVRTA                                | JULY 2018                              |
| D-6          | OH           | SFY 2024-2025 AGREEMENT FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS (BIENNIAL AGREEMENT) | KYOVA/ODOT                                     | AGREEMENT #<br>38477<br>APRIL 23, 2024 |
| D-7          | OH           | MOU – TRANSPORTATION CONFORMITY CONSULTATION PROCEDURES  | KYOVA/OH EPA/<br>ODOT/WVDEP/FHWA/FTA/<br>USEPA | JULY 2, 2014                           |
| D-8          | OH           | MOU FOR TRANSPORTATION PLANNING PROCESS  | KYTC/KYOVA/ABS-TRANSIT                         | OCTOBER 2024                           |
| D-9          | KY           | MOA FOR TRANSPORTATION PLANNING PROCESS  | KYTC/KYOVA/CITY OF ASHLAND-ABS                 | APRIL 27, 2018                         |
|              |              |  |  |  |

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE PLANNING, COORDINATION, AND FUNDING PROCEDURES AMONG KYOVA**  
**INTERSTATE PLANNING COMMISSION; WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**(WVDOT)/WEST VIRGINIA DIVISION OF HIGHWAYS (WVDOH); KENTUCKY TRANSPORTATION**  
**CABINET (KYTC); OHIO DEPARTMENT OF TRANSPORTATION (ODOT); WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION (WVDEP); KENTUCKY DEPARTMENT FOR**  
**ENVIRONMENTAL PROTECTION (KYDEP)/KENTUCKY DIVISION FOR AIR QUALITY (KYDAQ);**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA); REGIONAL INTERGOVERNMENTAL**  
**COUNCIL (RIC); TRI-STATE TRANSIT AUTHORITY (TTA); CITY OF ASHLAND/ASHLAND BUS**  
**SYSTEM (ABS); AND LAWRENCE COUNTY PORT AUTHORITY (LCPA)**  
**IN CONSULTATION WITH**  
**FHWA OFFICES OF WEST VIRGINIA, KENTUCKY, AND OHIO; FTA REGIONS III, IV, AND V;**  
**EPA REGIONS III, IV, AND V FOR THE HUNTINGTON, WV-KY-OH TRANSPORTATION**  
**MANAGEMENT AREA (TMA)**

**II. TRANSIT AGREEMENTS AND UNDERSTANDINGS**

| <b>ATTACHMENT #</b> | <b>STATE</b> | <b>TITLE</b>  | <b>AGENCY(IES)</b> | <b>AGREEMENT DATE AND/OR #</b> |
|---------------------|--------------|---|--------------------|--------------------------------|
| D-10                | WV           | MOU BETWEEN TTA/KYOVA - TRANSIT                             | TTA/KYOVA          | MARCH 2, 2015                  |
| D-11                | KY           | MOU BETWEEN ABS/KYOVA - TRANSIT                             | ABS/KYOVA          | MARCH 23, 2015                 |
| D-12                | OH           | MOU BETWEEN LCT/KYOVA - TRANSIT                             | LCT/KYOVA          | MARCH 18, 2015                 |
| D-13                | OH           | MOU BETWEEN LCPA/KYOVA/LCCA – CMAQ (DEVIATED FIXED ROUTE)   | LCPA/KYOVA/LCCA    | JULY 1, 2017                   |
| D-14                | WV           | MOU BETWEEN TTA/KYOVA – SECTION 5310 PROGRAM ADMINISTRATION | TTA/KYOVA          | APRIL 5, 2014                  |

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**KYOVA INTERSTATE PLANNING COMMISSION**

*Robert Pasley*

Robert Pasley, Policy Committee Chairman

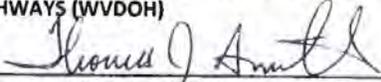
*4-27-18*

Date

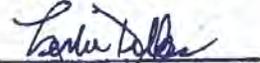
MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA

*Note: Signatures appear on separate, multiple pages.*

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION (WVDOT)/WEST VIRGINIA DIVISION OF  
HIGHWAYS (WVDOH)

  
\_\_\_\_\_  
Thomas J. Smith, P.E., Cabinet Secretary

5-25-18  
\_\_\_\_\_  
Date

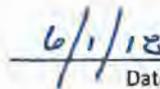
APPROVED AS TO FORM THIS  
 DAY May 2018  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
  
\_\_\_\_\_  
1805019

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

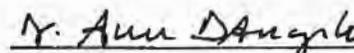
*Note: Signatures appear on separate, multiple pages.*

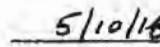
**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

  
\_\_\_\_\_  
Secretary, Transportation Cabinet

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY**

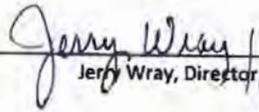
  
\_\_\_\_\_  
Office of Legal Services, Transportation Cabinet

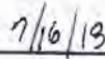
  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**OHIO DEPARTMENT OF TRANSPORTATION (ODOT)**

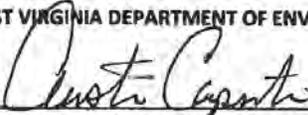
  
\_\_\_\_\_  
Jerry Wray, Director

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (WVDEP)**

  
Austin Caperton, Cabinet Secretary

5-2-18  
Date



MATTHEW G. BEVIN  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

CHARLES G. SNAVELY  
SECRETARY

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

July 2, 2018

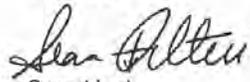
Ms. Terri B. Sicking  
Senior Transportation Planner  
KYOVA Interstate Planning Commission  
400 Third Avenue  
Huntington, WV 256701

Dear Ms. Sicking,

The purpose of this letter is to formally respond to your requests for the Kentucky Department of Environmental Protection (Department) and Kentucky Division for Air Quality (Division) to sign the Memorandum of Understanding for the planning, coordination, and funding procedures among KYOVA Interstate Planning Commission. At this time, the Department and Division respectfully decline signing the MOU. However, the Division is committed to working with the transportation planning agencies to meet the Clean Air Act obligations related to transportation conformity.

Currently, the Department and Division are not parties to the agreements or MOUs listed in the "Umbrella Agreement" that you requested the Department and Division to sign. Therefore, the Department and Division find signing the "Umbrella Agreement" unnecessary. If you have questions regarding this letter, please contact me at your convenience at (502)782-6541.

Sincerely,

  
Sean Alteri  
Director

MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA

*Note: Signatures appear on separate, multiple pages.*

OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA)



---

Craig W. Butler, Director

5/31/18

---

Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**REGIONAL INTERGOVERNMENTAL COUNCIL (RIC)**

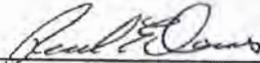
  
\_\_\_\_\_  
Glen Chestnut, Chairman

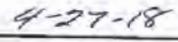
4/14/2018  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**TRI-STATE TRANSIT AUTHORITY (TTA)**

  
\_\_\_\_\_  
Paul Davis, General Manager/CEO

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**CITY OF ASHLAND (ASHLAND BUS SYSTEM)**

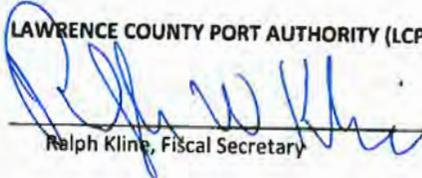
  
\_\_\_\_\_  
Stephen E. Gilmore Mayor

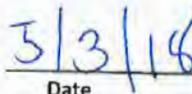
  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**LAWRENCE COUNTY PORT AUTHORITY (LCPA)**

  
\_\_\_\_\_  
Ralph Kline, Fiscal Secretary

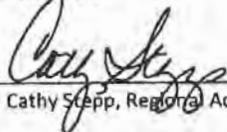
  
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Date

**MEMORANDUM OF UNDERSTANDING  
PLANNING, COORDINATION, AND FUNDING PROCEDURES WITH  
KYOVA INTERSTATE PLANNING COMMISSION FOR THE HUNTINGTON, WV-KY-OH  
TRANSPORTATION MANAGEMENT AREA (TMA) URBANIZED AREA**

*Note: Signatures appear on separate, multiple pages.*

**ENVIRONMENTAL PROTECTION AGENCY MULTIPARTY AGREEMENT – REGION V**

**EPA REGION V**

  
\_\_\_\_\_  
Cathy Stepp, Regional Administrator

5-21-18  
Date

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-1 KYOVA Tri-State MOU – Funding & Coordination**

**(Between KYOVA/ODOT/  
KYTC/WVDOH-DOT)**

(TRI-STATE) WV-KY-OH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 1<sup>st</sup> day of July, 2013, is for the purpose of recognizing the current Ohio and West Virginia designation of the Metropolitan Planning Organization (KYOVA) and the redesignation of Kentucky as a body of KYOVA; and for allocation of shared work element reimbursements among the States of West Virginia, Kentucky and Ohio associated with the annual united Planning Work Program (UPWP).

WITNESSETH

WHEREAS, the states of West Virginia and Ohio continue to recognize the previous designation of KYOVA to serve as the MPO for the Huntington Urbanized Area (UZA) for Cabell County, West Virginia; Wayne County, West Virginia; and Lawrence County, Ohio; and

WHEREAS, the State of Kentucky formally requested and received redesignation for KYOVA to serve as the MPO for the Huntington UZA for Boyd County, Kentucky and Greenup County, Kentucky; and

WHEREAS, the United States Bureau of the Census on March 27, 2012 defined Huntington, WV-KY-OH Urbanized Area with a population of 202,637 and

WHEREAS, the United States Secretary of Transportation, on July 18, 2012, designated Huntington, WV-KY-OH as a new Transportation Management Area; and

WHEREAS, KYOVA Interstate Planning Commission is the designated Metropolitan Planning Organization since 1968 for the Huntington, WV-KY-OH urbanized area; and

WHEREAS, KYOVA Interstate Planning Commission approved the federally prescribed Transportation Management Area Boundaries defined by the United States Bureau of Census and the United States Secretary of Transportation as its official planning boundaries for Huntington, WV-KY-OH Urbanized Area on December 12, 2012;

WHEREAS, KYOVA, an interstate planning commission formed under Chapter 8, Article 4C, Section 1, Official Code of West Virginia, 1931, as amended, now operated under revised Chapter 8, Article 26, Sections 1 through 5,; Section 713.30 through 713.34, Ohio Revised Code and Chapter 65, Kentucky Revised Statutes is authorized and willing to represent the counties and cities in continuing the transportation planning process; and

WHEREAS, in addition to By-Laws, an existing "Prospectus" will remain in effect, in accordance with Federal transportation planning guidelines, which will articulate the objectives, functions, organization and operation of KYOVA; and

WHEREAS, KYOVA, acting as an agent of the parties participating in the Interstate Commission, may receive financial assistance from the United States of America, from the States of Kentucky, Ohio and West Virginia, from its constituent counties and local governments, and from private sources, and may enter into contracts for such assistance; and

WHEREAS, KYOVA shall serve as the MPO for the area encompassing portions of: Cabell County, West Virginia; Wayne County, West Virginia; Boyd County, Kentucky; Greenup County, Kentucky; and Lawrence County, Ohio; and shall coordinate activities with adjoining metropolitan planning organizations and other relevant state, metropolitan, county and non-metropolitan planning agencies; and

WHEREAS, an annual UPWP and Budget will be prepared by KYOVA, and expenses in developing certain items in conjunction with completion of the UPWP that can best be performed without regard for political boundaries, shall be charged to each of the States of Kentucky, West Virginia, and Ohio based on an urbanized population percentage from the most recent U.S. Census Bureau data (2010); and

WHEREAS, nothing in this Memorandum of Understanding is intended to contravene and does not supersede any existing legal authority or planning functions of the participating states, counties, cities, towns or villages with respect to powers and functions provided through enabling legislation and/or executive powers,

NOW, THEREFORE, the signatories hereto do hereby agree that:

1. This Memorandum of Understanding hereby establishes the current Ohio and West Virginia designation of the Metropolitan Planning Organization (KYOVA) and the redesignation of Kentucky as a body of KYOVA.
2. The cost associated with elements of the work program and operations that are of regional significance be charged on a percentage basis (\*) effective 7/1/2014 as follows:

|               |     |
|---------------|-----|
| Kentucky      | 31% |
| West Virginia | 50% |
| Ohio          | 19% |

\*May be limited to funds available to each state.

\* Percentages to be used for FY-2014 are reflected in attached letter which was submitted to WV on 4/22/2013.

\*The 2010 Census identified the Huntington Urbanized Area (UZA) as a Transportation Management Area (TMA) with a total population of 202,637. The population breakdown by state is:

Kentucky – 56,594  
West Virginia – 112, 268  
Ohio – 33,775

\*As outlined in the Memorandum of Understanding between RIC MPO and KYOVA MPO, for air quality, familiarity, planning history and many other reasons, the planning area for RIC and KYOVA in West Virginia will remain as previously designated by the State of West Virginia, to the county boundaries. Therefore, the total TMA population (202,637) less the portion of Putnam County within the TMA area (22,547) was used in the population percentage calculation per State.

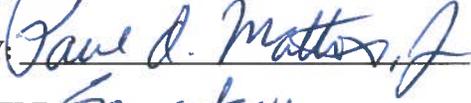
3. Any additional planning funds from Kentucky, West Virginia or Ohio that are not used for funding shared work elements of the UPWP can be used to fund state-specific planning activities.
4. West Virginia shall be recognized as the lead state in the operation of KYOVA MPO.
5. This Memorandum of Understanding will take effect on the date hereof and will continue in effect until amended.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the first date above written.

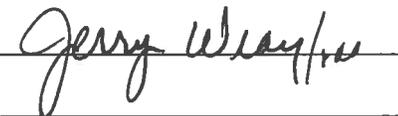
KYOVA INTERSTATE PLANNING COMMISSION

BY:   
 Title: CHAIRMAN

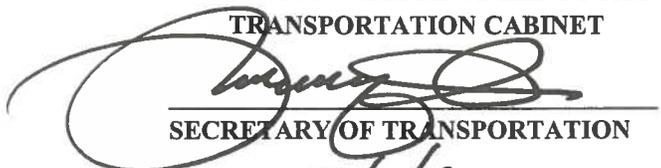
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

BY:   
 TITLE: Secretary

OHIO DEPARTMENT OF TRANSPORTATION

BY:   
 TITLE: \_\_\_\_\_

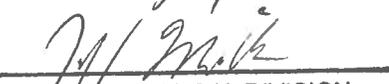
COMMONWEALTH OF KENTUCKY  
 TRANSPORTATION CABINET

  
 SECRETARY OF TRANSPORTATION  
 DATE: 8/29/13

APPROVED AS TO FORM & LEGALITY  
 TRANSPORTATION CABINET

  
 OFFICE OF LEGAL SERVICES  
 DATE: 8/27/13

APPROVED AS TO FORM THIS  
23<sup>rd</sup> DAY OF July 2013

  
 ATTORNEY LEGAL DIVISION  
 WEST VIRGINIA DIVISION  
 OF HIGHWAYS



April 22, 2013

Perry Keller  
West Virginia Department of Transportation  
Building 5, Room  
1900 Kanawha Boulevard East  
Charleston, WV 25305

Re: FY 2014 Joint Funded Work Elements

Dear Mr. Keller

As a result of the Transportation Management Area designation and the Ashland, Kentucky Metropolitan Planning Organization's (MPO) merger into the Kyova MPO, funding categories within the Kyova budget have changed. Due to the complexity of the funding scenario for FY 2014, Kyova requests approval of the budget as presented in Table III Revised 4/22/2013 of the 2014 Unified Planning Work Program (UPWP), which is enclosed. Please note that amounts to be paid to the Regional Intergovernmental Council for services are reflected in line items 380214, 380414 and 380714.

Jason Stephens  
Chairman

Michele P. Craig  
Executive Director

|               |          |
|---------------|----------|
| West Virginia | 50.1888% |
| Ohio          | 28.7035% |
| Kentucky      | 21.1077% |

Upon approval of this request, the percentages stated above will be reflected in the Final FY 2014 UPWP and Budget.

If you should have questions regarding the request for revision, please call me at (304) 523-7434 or contact me by email [mcraig@ntelos.net](mailto:mcraig@ntelos.net).

Sincerely,

Michele P. Craig  
Executive Director

MPC/day

Cc: File

400 Third Avenue  
P.O. Box 939  
Huntington, WV  
25712-0939  
(304) 523-7434  
FAX (304) 529-7229

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-2 MOU for the Metropolitan Planning Process**

**Between WVDOH/KYOVA/TTA**

MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE-BASED  
PLANNING PROCESS

BY AND BETWEEN

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
KYOVA INTERSTATE PLANNING COMMISSION (KYOVA)

AND

TRI-STATE TRANSIT AUTHORITY (TTA)

This Memorandum of Understanding (MOU) is made this 9<sup>th</sup> day of July 2018 by and between KYOVA, TTA and the West Virginia Department of Transportation (WVDOT) to document the institution of Performance-based Planning as required by the Moving Ahead for Progress in the 21st Century Act and the Fixing America's Surface Transportation (FAST) Act of 2015.

WITNESS THAT

WHEREAS, pursuant to federal statutes, and as a requirement for obtaining certain federal transportation funds, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have established regulations requiring each metropolitan area, the States and public transportation to utilize a continuing, cooperative, and comprehensive performance based multimodal transportation planning process to engage the citizenry and support metropolitan community development; and

WHEREAS, federal statute and regulations require that the State of West Virginia and the Metropolitan Planning Organizations (MPO) which is KYOVA have fully coordinated transportation planning processes with a minimum twenty-year planning horizon; and

WHEREAS, KYOVA is responsible for regional transportation and air quality (if applicable) planning on behalf of its member governments within a geographic area boundary that includes Cabell and Wayne Counties; and

**WHEREAS**, the pertinent federal regulations require an agreement between each MPO, the transit provider(s), and the State DOT that specifies the responsibilities for cooperatively carrying out transportation planning and programming, including activities related to transportation system performance;

**WHEREAS**, the federal regulations require that the MPO, public transit, and State DOT shall agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**WHEREAS**, it is the desire and intent of the parties to fulfill the pertinent federal requirements pursuant to this MOU, nothing in this MOU shall be construed as limiting or affecting the legal authorities of the parties or shall be construed as requiring the parties to perform beyond their respective authorities; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the parties hereto do mutually agree as follows:

**A. PARTIES**

The parties to this agreement are KYOVA, governed by the Policy Board, the TTA, and the WVDOT.

KYOVA has been designated the MPO policy body for the greater geographical area consisting of Cabell and Wayne Counties. The MPO is composed of representatives from cities, counties, citizens, public agencies, and public transportation agencies serving the area.

**B. APPLICABILITY**

This MOU applies to the continuing, cooperative, and comprehensive performance based multimodal metropolitan transportation planning and programming process required for KYOVA by current federal regulations, as implemented by the applicable regulations for the region to qualify for federal transportation funds and meet state regional transportation planning requirements.

**C. PURPOSE**

This MOU is established to define the specific roles and responsibilities of KYOVA, TTA, and the WVDOT for the Performance Measure process within the boundaries of the metropolitan planning area.

**D. PARTICIPANT RESPONSIBILITIES**

KYOVA, TTA, and the WVDOT hereby agree to carry out and actively participate in the continuing, cooperative, and comprehensive performance based multimodal metropolitan

transportation planning and programming process in accordance with applicable federal and state law and regulations.

#### E. PERFORMANCE REGULATIONS

The Performance-based Planning process established in Moving Ahead for Progress in the 21st Century Act (MAP-21) and continued in Fixing America's Surface Transportation Act (FAST Act) requires that KYOVA, TTA, and the WVDOT develop transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning. Current and proposed federal regulations require the establishment of performance measures and targets for transit asset management, safety (both highway and proposed transit), infrastructure condition, system performance, freight, and air quality.

##### 1. Developing and Coordinating Transportation Performance Data

- a. The MPO shall establish an agreement specifying that the MPO shall be a cooperating agency for Performance Measures with the transit agencies within its region. Each agency's responsibilities will be spelled out in the MPO's Prospectus as provided for in the May 2003 agreement establishing the MPO.
- b. The WVDOT, KYOVA, and TTA shall jointly coordinate to develop specific targets related to transportation performance data, and the respective agencies mutually agree to share all pertinent available data related to the development of required performance measures and plans among the parties. Examples of such data include but are not limited to crash data, traffic counts, travel times/speeds, socioeconomic data, transit ridership data, transit vehicle/equipment inventory, transit evaluation and identified hazards with the subsequent safety risk evaluation and mitigation, data inventories and infrastructure condition measures.
- c. WVDOT shall provide KYOVA with the statewide performance data (including the sharing and collection of data for the State asset management plan for the NHS) used in developing statewide targets (except for performance data for local transit safety plans; this information will be available from the transit organizations) and shall also provide KYOVA with subsets of the statewide data, based on their metropolitan planning area boundaries.
- d. If KYOVA chooses to develop their own target for any measure, the MPO shall provide the WVDOT with any supplemental data and analyses utilized in the target-setting process.

##### 2. Selection of Transportation Performance Targets

- a. WVDOT shall develop draft statewide performance targets (except in the case of transit safety; transit safety performance targets will be developed by the transit organizations) in coordination with KYOVA when applicable. Coordination may

include in-person meetings, web meetings, conference calls, and/or email communication. KYOVA shall be given an opportunity to provide comments on statewide targets before final statewide targets are adopted.

- b. If KYOVA chooses to adopt targets for the MPO planning area for any performance measure, the MPO shall develop draft performance targets in coordination with the WVDOT. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. The WVDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval by the respective Policy Board/Committee.

### 3. Reporting of Performance Targets

- a. WVDOT performance targets (including transit performance safety targets developed locally) shall be reported to FHWA and FTA, as applicable. KYOVA shall be notified via letter when WVDOT has reported the final highway statewide targets.
- b. KYOVA, in accord with the agreement documented in its Prospectus, shall work with the area's transit agencies and the WVDOT to establish transit asset management performance targets to be shared with interested parties.
- c. KYOVA performance targets shall be reported to the WVDOT.
  - i. For each target, KYOVA shall provide the following information no later than 180 days after the date the WVDOT or relevant provider of public transportation establishes performance targets, or the date specified by federal code, whichever comes first.
  - ii. A determination of whether KYOVA is 1) in agreement to plan and program projects to contribute toward the achievement of the WVDOT or relevant provider of public transportation performance target, or 2) setting a quantifiable target for that performance measure for the KYOVA planning area.
  - iii. If a quantifiable target is set for the KYOVA planning area, KYOVA shall provide any supplemental data and analyses used in the development of any such target.
  - iv. Documentation of the KYOVA target or support of the statewide or TTA target shall be provided in the form of a resolution.
- d. KYOVA and the WVDOT transportation plans amended or adopted after May 27, 2018 shall include performance measure targets that address the aforementioned areas of emphasis in current federal regulations. Reporting of targets and performance by the WVDOT and KYOVA shall conform to all current federal regulations. Plans requiring performance targets include but are not limited to:
  - Long-Range Metropolitan transportation plans;
  - Metropolitan Transportation Improvement Program (TIP);
  - Statewide Transportation Improvement Program (STIP);
  - State asset management plans under the National Highway Performance Program (NHPP);

- State Transit Asset management plans;
- Local transit agencies safety plans mandated by FTA; and
- System Performance Reports

4. Reporting of Performance to be Used in Tracking Toward Attainment of Critical Outcomes for the Region

- a. The WVDOT shall provide KYOVA with the highway statewide performance data used in developing statewide targets and shall also provide KYOVA with subsets of the statewide data, based on their planning area boundaries. Updates of this data shall include prior performance data. Transit statewide performance data used in developing the transit asset management are available to the MPOs from the WVDOT or from transit agencies. The transit safety data, developed locally for local transit safety plans, will be available from the local transit agency.
- b. KYOVA, TTA, and the WVDOT shall report to USDOT progress toward attainment of performance targets and critical outcomes, as established in and required by current federal regulations.

5. The Collection of Data for the State Asset Management Plan and Transit Asset Management Plan

- a. The WVDOT shall be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.
- b. The WVDOT shall be responsible for collecting vehicle, equipment, and facility information for the Transit Asset Management Plan.

G. AMENDMENT, TERMINATION, AND SUPERSESSION OF AGREEMENT

This MOU shall be reviewed at least every four years, if needed. It may be amended, whenever deemed appropriate, by written agreement of all parties.

Any party to this MOU may terminate it by a 60-day written notice to the other parties. If this occurs, the parties agree to consult further to determine whether the issues can be resolved, and the agreement re-implemented in an amended form.

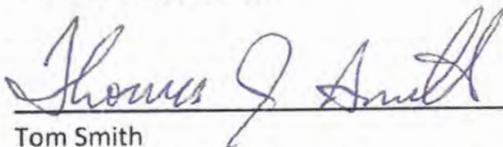
H. DISPUTE RESOLUTION

The parties to this MOU, along with FHWA and FTA staff, shall make every attempt to resolve differences at the lowest staff level possible and in a timely manner. Differences not resolved at the staff level shall be elevated to the executive director level. Policy issues not settled at the executive director level shall be taken to the KYOVA Policy Board and the West Virginia Department of Transportation for resolution.

MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE BASED PLANNING PROCESS  
BY AND BETWEEN  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
KYOVA INTERSTATE PLANNING COMMISSION (KYOVA)  
AND  
TRI-STATE TRANSIT AUTHORITY (TTA)

*Note: Signatures appear on separate, multiple pages.*

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION (WVDOT)/WEST VIRGINIA DIVISION OF  
HIGHWAYS (WVDOH)

  
\_\_\_\_\_

Tom Smith  
Secretary of Transportation/Highway Commissioner  
West Virginia Department of Transportation

7.9.18  
\_\_\_\_\_ Date

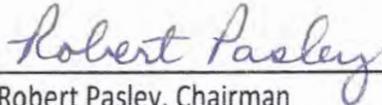
APPROVED AS TO FORM THIS  
25th DAY June 20/18  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION  
DIVISION OF HIGHWAYS

  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE BASED PLANNING PROCESS  
BY AND BETWEEN  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
KYOVA INTERSTATE PLANNING COMMISSION (KYOVA)  
AND  
TRI-STATE TRANSIT AUTHORITY (TTA)

*Note: Signatures appear on separate, multiple pages.*

KYOVA INTERSTATE PLANNING COMMISSION

  
\_\_\_\_\_  
Robert Pasley, Chairman  
KYOVA Interstate Planning Commission

4-27-18  
\_\_\_\_\_  
Date

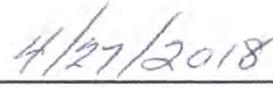
MEMORANDUM OF UNDERSTANDING  
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BY AND BETWEEN  
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KYOVA INTERSTATE PLANNING COMMISSION (KYOVA)  
AND  
TRI-STATE TRANSIT AUTHORITY (TTA)

*Note: Signatures appear on separate, multiple pages.*

TRI-STATE TRANSIT AUTHORITY



Paul E. Davis, CEO  
Tri-State Transit Authority



Date

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-3 MOU for Coordination of the Transportation Planning Process**

**Between between KYOVA/RIC/WVDOT**



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin  
Governor

Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways

June 12, 2015

Ms. Michelle P. Craig  
Executive Director  
KYOVA Interstate Planning Commission  
Post Office Box 939  
Huntington, West Virginia 25712-0939

Dear Ms. Craig:

**KYOVA/RIC/WVDOT**  
**Memorandum of Understanding**

Attached for your records is the Memorandum of Understanding between the KYOVA Interstate Planning Commission, the Regional Intergovernmental Council, and the West Virginia Department of Transportation regarding the coordination of transportation planning processes. The agreement was fully executed on May 27, 2015.

Should you have any questions please feel free to contact me at (304) 558-9618 or by e-mail at [elwood.c.penn@wv.gov](mailto:elwood.c.penn@wv.gov).

Very truly yours,

C. Elwood Penn, IV, P. E.  
Regional Planning Unit Leader

CEP:h

Attachment

## MEMORANDUM OF UNDERSTANDING

March 10, 2015

### MEMORANDUM OF UNDERSTANDING REGARDING COORDINATING THE TRANSPORTATION PLANNING PROCESSES BETWEEN THE KYOVA INTERSTATE PLANNING COMMISSION, INC. AND THE REGIONAL INTERGOVERNMENTAL COUNCIL FOR THAT PORTION WITHIN PUTNAM COUNTY OF THE HUNTINGTON, WV-KY-OH, TRANSPORTATION MANAGEMENT AREA

By and Among the

West Virginia Department of Transportation

KYOVA Interstate Planning Commission, Inc

Regional Intergovernmental Council

#### I. Background and Purpose

- A. The KYOVA Interstate Planning Commission, Inc. (KYOVA), a Metropolitan Planning Organization, and the Regional Intergovernmental Council (RIC), a Metropolitan Planning Organization, recognize the current Huntington, West Virginia, Urbanized Area Boundary extending into Putnam County, West Virginia. The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of the KYOVA and RIC Metropolitan Planning Organizations (MPOs) within the Putnam County portion of the Huntington Transportation Management Area (TMA).
- B. This MOU provides the framework for the sharing of responsibilities between KYOVA and RIC in regard to federally mandated TMA planning, programming and funding for the Huntington Urbanized Area within Putnam County. The two MPOs will coordinate with each other on planning and programming of transportation studies and projects that will impact the MAP-21 national goals: safety, infrastructure conditions, congestion reduction, system reliability, freight movement, economic vitality, environmental sustainability and reduction of project delays for the citizens of Putnam County.

#### II. Points of Understanding and Agreement

- A. For general metropolitan transportation planning purposes, RIC and KYOVA will maintain separate but collaborative processes: transportation plans, Transportation

Improvement Programs, public involvement processes, annual unified planning work programs, and budgets will be specific to their respective planning areas and jurisdictions. However, in order to meet TMA planning requirements in the Teays Valley/I-64 corridor of Putnam County, both MPOs agree to share responsibilities commensurate with their jurisdictional areas, as described in III.-A., and in cooperation with the West Virginia Department of Transportation (WVDOT) with regard to planning and project issues that may span, or otherwise be common to both MPO planning areas, all parties agree to fully collaborate toward achieving good faith compliance.

- B. All parties agree to work together to achieve compliance with federal transportation planning regulations and guidance and to work collaboratively to meet federal certification requirements, as scheduled by the U.S. Department of Transportation – Federal Highway Administration and Federal Transit Administration – Region 3.
- C. All parties agree that staffs of both MPOs will meet as needed to review progress of cooperative efforts, to discuss key findings from program activities, and to discuss the scope, plans and implementation of activities under consideration for the next planning cycle.
- D. This agreement will be reviewed when either agency identifies the need for a review.
- E. Any party may terminate this MOU without penalty at any time upon ninety (90) days written notice to the other parties.
- F. This Agreement may not be modified or amended except by written instrument duly executed by the party to be bound thereby.
- G. This MOU expresses the full, complete and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior proposals, representations, agreements and understandings, whether written or oral.
- H. This Agreement may be executed by facsimile or email and in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- I. Each party hereby represents and warrants to the others that they have full right, power and authority to enter into this MOU. The individuals signing below hereby represent that they are fully authorized to execute this MOU on behalf of their respective party.

### III. Specific Points of Understanding and Agreement

#### A. MPO Planning Boundaries West Virginia

1. All parties recognize the KYOVA planning area to include the entire County of Cabell and the entire County of Wayne. For general transportation planning purposes, all parties recognize the RIC planning area to consist of the entire County of Kanawha and the entire County of Putnam.

#### B. Metropolitan Transportation Plans

1. All parties recognize that the Charleston Urbanized Area Long-Range Transportation Plan, as produced and maintained by the RIC MPO, is the Transportation Plan for Kanawha and Putnam Counties, West Virginia. This includes the portion of the Huntington WV-KY-OH Urbanized Area in Putnam County.
2. All parties recognize that the Huntington WV-KY-OH Urbanized Area Metropolitan Transportation Plan, as produced and maintained by the KYOVA MPO, is the Transportation Plan for Cabell and Wayne Counties, West Virginia, Boyd and Greenup Counties in Kentucky and Lawrence County in Ohio. The parties further agree that RIC shall address planning/programming needs of the portion of the Huntington WV-KY-OH Urbanized Area that exists within Putnam County. Findings of RIC concerning the Putnam County portion of the Huntington Urbanized Area may be referenced in the Metropolitan Transportation Plan for KYOVA.

#### C. Transportation Improvement Programs

1. The parties agree that each MPO will be responsible for developing and maintaining its own Transportation Improvement Program within its jurisdictional area, as defined under MPO Planning Boundaries for Transportation Plans.
2. Effective October 1, 2013, federally sub-allocated Surface Transportation Program (STP) and Transportation Alternative Program (TA) funds received by KYOVA and RIC will be divided between KYOVA and RIC based upon the percentage of the Huntington Urbanized Area population within their respective planning area boundaries.

| Huntington WV-KY-OH Urbanized Area WV |         |       |       |        |
|---------------------------------------|---------|-------|-------|--------|
| WV Urbanized Area per County:         |         |       |       |        |
| Cabell County                         | 75,554  | 67.3% | KYOVA | 79.9%  |
| Wayne County                          | 14,167  | 12.6% | KYOVA |        |
| Putnam County                         | 22,547  | 20.1% | RIC   | 20.1%  |
| <hr/>                                 |         |       |       |        |
| Total Population                      | 112,268 | 100%  |       | 100.0% |

3. The parties agree to work together on planning and programming those transportation projects that may emanate from the Congestion Management Process for the Huntington WV-KY-OH Urbanized Area within Putnam County.

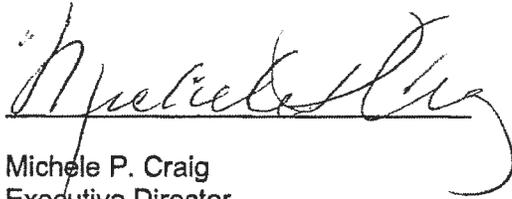
#### D. Transportation Work Programs

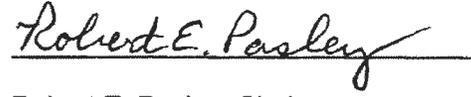
1. KYOVA and RIC will each develop work plans for all work in their respective planning area boundaries. Each MPO shall collaborate as necessary during the formulation of their respective Unified Planning Work Program (UPWP). Each MPO shall submit their approved UPWP to each other at the time of approval.

#### E. Other Planning Activities

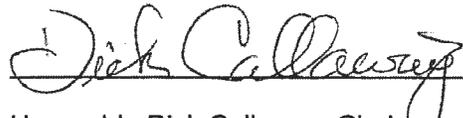
1. All parties agree to work together to identify any needs for existing and proposed corridor projects that cross the boundary between the two MPOs.
2. Each MPO will be responsible for meeting TMA planning requirements for its respective planning area.
3. The parties agree to address air quality planning issues for their respective planning areas in support of each MPOs Transportation Plan and Transportation Improvement Program, and to fully cooperate in any such issue that may require a shared approach.

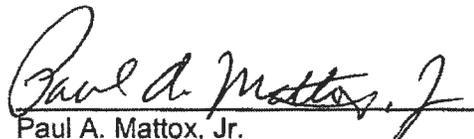
Agreed to this 27<sup>th</sup> day of May, 2015 by:

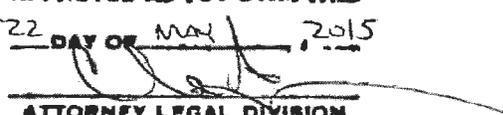
  
Michele P. Craig  
Executive Director  
KYOVA Interstate Planning Commission, Inc

  
Robert E. Pasley, Chairman  
KYOVA Interstate Planning Commission, Inc

  
Mark Felton  
Executive Director  
Regional Intergovernmental Council

  
Honorable Dick Callaway, Chairman  
Regional Intergovernmental Council

  
Paul A. Mattox, Jr.  
Secretary of Transportation/Highway Commissioner  
West Virginia Department of Transportation

APPROVED AS TO FORM THIS  
22 DAY OF MAY, 2015  
  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION  
DIVISION OF HIGHWAYS

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-4**

### **MOU Transportation Conformity Consultation**

**Between RIC/ WVDEP/WVDOT for area of Putnam County  
within Huntington, WV-KY-OH TMA**

**MEMORANDUM OF UNDERSTANDING**  
**TRANSPORTATION CONFORMITY**  
**CONSULTATION PROCEDURES**

Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

(a) General. -- This document establishes a Memorandum of Understanding (MOU) among the Regional Intergovernmental Council (RIC), the West Virginia Department of Environmental Protection (WVDEP), the West Virginia Department of Transportation (WVDOT), the Federal Highway Administration (FHWA), the Federal Transit Authority (FTA), and the U.S. Environmental Protection Agency (USEPA). This MOU details the interagency consultation, resolution of conflict, public consultation criteria and procedures required by the federal transportation conformity regulation 40 CFR §93.105, and the enforcement and enforceability provisions set forth in 40 CFR §§93.122(a)(4)(ii) and 93.125(c). The terms used in this MOU shall have the meaning given them by 40 CFR § 93.101 and the structure of the MOU generally follows that of 40 CFR § 93.105.

RIC, WVDEP, WVDOT, FHWA, FTA and USEPA are the specific parties with respect to the interagency consultation, resolution of conflict and public consultation procedures under this MOU. RIC will be considered the primary responsible Metropolitan Planning Organization (MPO). The USEPA and the U.S. Department of Transportation (USDOT), through the FHWA and the FTA, are also involved in the interagency consultation process, and have review and/or approval functions at various stages of the transportation conformity determination process.

The transportation conformity provisions in the federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and Section 176(c) of the federal Clean Air Act require submission of a State Implementation Plan (SIP) revision to USEPA. This SIP revision must include procedures for interagency consultation (Federal, State and local), resolution of conflict, and public consultation as set forth in 40 CFR §93.105, and provisions for written commitments for control and mitigation measures required by 40 CFR §§93.122(a)(4)(ii) and 125(c). These procedures and commitments are described in sub-sections

(a)(1) through (a)(4) and sections (b) through (e) of this MOU. Public participation procedures will be maintained in accordance with 23 CFR 450 and are addressed in section (e).

(a)(1) WVDEP will prepare and submit to USEPA a SIP revision that includes the interagency consultation, resolution of conflict, public consultation, enforcement and enforceability procedures set forth herein, as mutually agreed by the parties in this MOU. These procedures are to be followed by RIC, and WVDOT with WVDEP, FHWA, FTA and USEPA before making conformity determinations, and by WVDEP with RIC, WVDOT, FHWA and FTA in developing applicable implementation plans. WVDEP will provide reasonable opportunity for comment from the parties before submitting a SIP revision that directly impacts transportation activities, such as establishing or changing highway vehicle emissions budgets, or Transportation Control Measures (TCMs) in designated nonattainment or maintenance areas.

(a)(2) Pursuant to the requirements of 40 CFR § 93.105(a)(2), this MOU establishes consultation procedures for RIC and WVDOT with WVDEP, FHWA, FTA and USEPA. These procedures include reasonable opportunity for consultation, including the specific issues described under section 40 CFR § 93.105(c)(1) and section (c)(1) of this MOU, before conformity determinations are made.

(a)(3) As set forth in 40 CFR §93.122(a)(4), emissions reduction credit from control measures that are not included in the transportation plan and Transportation Improvement Program (TIP) and that do not require a regulatory action in order to be implemented may not be included in the emissions analysis unless the conformity determination includes written commitments to implementation from the appropriate entities. Pursuant to §93.122(a)(4)(ii), written commitments to control measures that are not included in the transportation plan and TIP must be obtained prior to a conformity determination and such commitments must be fulfilled.

(a)(4) Pursuant to 40 CFR §93.125(c), RIC, other recipient of funds designated under title 23 U.S.C. or the Federal Transit Laws, FHWA, or FTA must obtain written commitments to

mitigation measures prior to a positive conformity determination, and project sponsors must comply with such commitments.

(b) Interagency Consultation Procedures. -- General Factors.

(b)(1) This MOU provides well-defined interagency consultation procedures whereby representatives of the parties must consult with each other during development of the SIP, the Transportation Plan, the TIP, and associated conformity determinations.

(b)(2) In addition to the interagency consultation procedures outlined in section (a), the procedures shall also include the specific processes set forth in section (c), and the following general factors:

(b)(2)(i) Roles and Responsibilities. -- When a SIP revision is proposed, it will be the responsibility of WVDEP to provide RIC, WVDOT, FHWA, FTA and USEPA with relevant documentation at the earliest practical date, but no later than the initiation of a formal public participation process. Should any party require additional information, it is the responsibility of that party to request the information. The party receiving the request must make reasonable efforts to comply in a timely manner. If the party generating the request is dissatisfied with the response or perceives a lack of response and cannot resolve an issue using Level One consultation as set forth in section (b)(2)(ii), the conflict resolution procedures under section (d) may be initiated by any party. When a TIP or Transportation Plan requires conformity analysis, RIC will notify the specified contact persons in the other relevant parties (WVDEP, WVDOT, FHWA, FTA and USEPA), and utilizing mutually agreed technical procedures in consultation with will calculate the projected emissions for the Transportation Plan or TIP. This emissions information will be provided to all the other relevant parties via the specified contact persons in a timely manner. At the earliest practical date, RIC will provide to the parties a written finding of conformity or nonconformity. RIC will also provide a copy of the TIP or Transportation Plan, or where applicable, individual project analyses to the other parties at the earliest practical date, but not later than the initiation of a formal public participation process. RIC will maintain a public

involvement process consistent with the RIC Public Participation Plan as required by 23 CFR Part 450;

(b)(2)(ii) Regular Consultation. -- To the extent practicable, regular consultation (Level One) shall be routine interaction on an informal basis, consultation and/or negotiation that occurs among specified contact persons in RIC, WVDEP, WV DOT and other MPOs, as necessary. Each party will designate a specific contact person(s) for technical transportation conformity consultations. The initial list of contacts is contained in the Appendix to this MOU. The specified contact person(s) may be assigned or reassigned this duty as necessary by the involved parties. The other parties must be notified of any such assignment change in a timely manner, in order to facilitate the interagency consultation process. If an issue cannot be resolved through Level One consultation, then the conflict resolution procedures under section (d) may be initiated by any party;

(b)(2)(iii) Access to Documentation. -- As previously stated in section (b)(2)(i), relevant documentation will be provided by the responsible party at the earliest practical date, but not later than the initiation of a formal public participation process. Distribution of detailed technical or supporting documentation is not required for initial review or distribution. However, the responsible party must inform the other parties of the existence of such detailed documentation along with a content summary upon initial notification. Upon request by other parties, the responsible party must furnish the detailed technical or supporting documentation in a timely manner.

(b)(2)(iv) Meeting Frequency and Agendas. -- No regularly scheduled interagency consultation meetings are established herein. However, should any party perceive the need for a meeting, it is the responsibility of that party to request the meeting. Any party may initiate a meeting via telephone, electronic communication (e.g. E-mail) or by written request. If the parties concur, the meeting may be conducted via teleconference. The initiating party will have the responsibility to establish the agenda and to determine a mutually agreeable time and place to meet. The other parties' contact persons will make reasonable and timely efforts to participate in

the meeting. If suitable meeting arrangements cannot be made or if an issue remains unresolved, the conflict resolution procedures under section (d) may be initiated by any party;

(b)(2)(v) Significant Comments. -- If any party to this MOU provides significant written comments regarding any transportation conformity matter, it will be the responsibility of WVDEP (in the case of a proposed SIP revision) or RIC, in consultation with WVDOT (in the case of a TIP or Transportation Plan revision), to provide a substantive written response to the party in a timely manner. The party responsible for generating a response document will include both the comments and the response in the official record. If the response is not satisfactory to the receiving party, the conflict resolution procedures under section (d) may be initiated by any party; and

(b)(2)(vi) Development of Transportation Control Measures. -- If WVDEP anticipates utilizing TCMs to obtain emissions reductions in a nonattainment or maintenance area, the other parties will be consulted early in the process to determine the effectiveness and feasibility of such measures in obtaining the desired emission reductions. If WVDEP subsequently proposes a SIP revision that includes TCMs, the department will notify RIC and WVDOT as soon as practical, but no later than the beginning of any formal public participation process, and provide each party the opportunity to provide input.

(c) Interagency Consultation Procedures and Specific Processes. -- Interagency consultation procedures shall also include the following specific processes:

(c)(1) A consultation process involving RIC, WVDEP, WVDOT, USEPA, and FHWA for the following:

(c)(1)(i) Hot-Spot Analyses and Regional Emissions Analyses. -- RIC, WVDEP and WVDOT will mutually agree on the evaluation and choice of a model (or models), associated methods and assumptions to be used in hot-spot analyses and regional emissions analyses. The

parties will use the most current available USEPA and FHWA policy and guidance as the primary determining factors regarding choice of model and emission analysis methodology;

(c)(1)(ii) Regionally Significant Projects. -- Based on professional judgment, RIC, in consultation with WVDOT, will make a preliminary determination of which minor arterials and other transportation projects should be considered "regionally significant" for the purposes of regional emissions analysis (in addition to those functionally classified as principal arterial or higher or fixed guideway systems or extensions that offer an alternative to regional highway travel), and which projects should be considered to have a significant change in design concept and scope from the Transportation Plan or TIP. Such determination will be included in an appropriate document along with a brief rationale and justification. RIC will notify the other parties in a timely manner, and upon request, will provide copies of such documentation. If a regionally significant determination is contested and cannot be resolved using Level One consultation procedures, the conflict resolution procedures under section (d) may be initiated by any party;

(c)(1)(iii) Evaluation of Exempted Projects. -- RIC, in consultation with WVDOT will evaluate whether projects otherwise exempted from meeting the requirements of 40 CFR §§93.126 and 93.127 should be treated as non-exempt in cases where potential adverse emission impacts may exist for any reason. RIC will notify FHWA, and WVDEP of its preliminary determination in a timely manner. It is expected that any project consistent with 40 CFR §93.126 or 40 CFR §93.127 will not have a regional air quality impact. However, any party to this MOU may initiate a review of a project's impact if there is reason to believe that a particular project warrants further scrutiny. The parties will evaluate relevant information and reach a consensus using Level One consultation procedures. If a consensus cannot be reached, or an issue remains unresolved, the conflict resolution procedures under section (d) may be initiated by any party;

(c)(1)(iv) Obstacles to TCM Implementation. -- As required by 40 CFR §93.113(c)(1), RIC, in consultation with WVDOT will determine whether past obstacles to implementation of

TCMs which are behind the schedule established in the applicable implementation plan have been identified and are being overcome, and whether parties with influence over approvals or funding for TCMs are giving maximum priority to approval or funding for TCMs. This process must also consider whether delays in TCM implementation necessitate revisions to the applicable implementation plan to remove TCMs or substitute TCMs or other emission reduction measures. If WVDEP anticipates utilizing a TCM to obtain emissions reductions in a nonattainment or maintenance area, WVDEP will consult with the other parties early in the process to determine the effectiveness and feasibility of such measures. If WVDEP subsequently proposes to include a TCM in a SIP revision, the other parties must be notified as soon as practical, but no later than the start of the formal public participation process;

(c)(1)(v) Notification of Revision. -- RIC will notify FHWA, WVDEP and WVDOT of Transportation Plan or TIP revisions or amendments which merely add or delete exempt projects listed in 40 CFR §93.126 or §93.127. As soon as practical, but no later than the time of public participation of Transportation Plan or TIP revisions or amendments, RIC will provide a copy of the revision or amendment to WVDEP and WVDOT. Each project which is exempt under 40 CFR §93.126 or 40 CFR §93.127 will be so noted; and

(c)(1)(vi) Rural Nonattainment and Maintenance Areas. -- The parties to this MOU will establish appropriate conformity tests and methodologies for isolated rural nonattainment and maintenance areas as required by 40 CFR §93.109(l)(2)(iii). In the event that rural areas are designated nonattainment or a maintenance area, the parties will use Level One consultation to choose and establish appropriate conformity tests and methodology protocols for the area(s). If an issue cannot be resolved using Level One consultation, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(2) A consultation process involving RIC, WVDEP and WVDOT for the following:

(c)(2)(i) New Conformity Determinations. -- RIC and WVDOT will evaluate events which may trigger new conformity determinations in addition to those triggering events

established in 40 CFR §93.104. It is expected that most events which may trigger a new conformity determination are clearly established in 40 CFR §93.104. However, any of the parties may initiate a review of other events which may trigger a new conformity determination if there is reason to believe that a particular event warrants closer scrutiny. The parties will evaluate relevant information and attempt to reach a consensus on whether an event warrants a new conformity determination. If an issue can not be resolved using Level One consultation, the conflict resolution procedures under section (d) may be initiated by any party; and

(c)(2)(ii) Cross-Border Consultation. -- Using Level One consultation, RIC and WVDOT will be responsible for notifying other responsible MPOs, adjacent MPOs, and WVDEP regarding transportation activities that cross the borders of MPOs or nonattainment areas or basins. The parties to this agreement and any party so notified, may request relevant information or initiate a meeting, in order to examine and evaluate the impact on air quality of such activities. The contacted parties must make reasonable efforts to provide requested information in a timely manner, assist in selecting a suitable place and time for requested meetings, and ensure representatives participate in the meetings. If appropriate information is not supplied in a timely manner, or suitable meeting arrangements can not be made, or if an issue remains unresolved, conflict resolution procedures under section (d) may be initiated by any party. In the event that transportation activities cross state boundaries, RIC and WVDOT will notify the other state's responsible MPO or adjacent MPO, which will then have the responsibility of coordinating those activities with that state's air agency and transportation department. If no other MPO has responsibility for such transportation activities, RIC and WVDOT will coordinate those activities directly with that state's air agency and transportation department.

(c)(3) Projects Outside of Metropolitan Area. -- Where the metropolitan planning area does not include an entire nonattainment/maintenance area, RIC, WVDEP and WVDOT will use Level One consultation procedures to achieve cooperative planning and analysis and determine conformity of all projects outside the metropolitan area and within the nonattainment or

maintenance area. If any issue cannot be resolved using Level One consultation, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(4) Construction Plans of Regionally Significant Projects. -- It will be the shared responsibility of WVDOT and RIC to identify regionally significant transportation projects which may be subject to federal transportation conformity requirements but which are not FHWA/FTA projects (including projects for which alternative locations, design concept and scope, or the no-build option are still being considered), including those by recipients of funds designated under Title 23 U.S.C. or the Federal Transit Laws. One of these parties will initiate Level One consultation with WVDEP so as to mutually ensure that proper conformity procedures are followed. Once such projects are identified, RIC will be responsible to closely monitor the projects in order to identify any changes in concept, scope or location which may require a new conformity determination, and advise WVDEP of any such change. Non-FHWA/FTA projects which do not originate as state-funded WVDOT highway projects should be disclosed to one or more of the parties at an early stage of proposal or development, but no later than the receipt of any related permit application, so that appropriate conformity procedures may be followed.

(c)(5) Regionally Significant Project Determinations. -- In cases when a project sponsor of a regionally significant transportation non-FHWA/FTA project described in section (c)(4) discloses to RIC or WVDOT that the project is under consideration for development, RIC and WVDOT will determine whether the proposed project is sufficiently committed for implementation by the sponsor to warrant inclusion in the regional emissions analysis. If such inclusion is warranted, and after consultation with the project sponsor, RIC, WVDEP and WVDOT, will determine the most reasonably expected development scenario regarding project schedule, concept, scope and location, in sufficient detail to allow conformity determination procedures to be applied to the proposed project.

(c)(6) Research and Collection of Data. -- The parties will use Level One consultation to facilitate the design, schedule and funding of any research and data collection effort and regional

transportation model development by RIC and WVDOT (e.g., household/ travel transportation surveys).

(c)(7) Final Document Availability. -- The parties will use Level One consultation to discuss and distribute final documents (including applicable implementation plans and implementation plan revisions) and supporting information to each party after final approval or adoption. The responsible party (that is, the party which is initiating some action subject to these consultation procedures) will notify specified transportation conformity contacts at USEPA and FHWA as soon as practical but no later than the beginning of any formal public participation process associated with the action. USEPA and/or FHWA may request copies of relevant documents. The responsible party will also provide requested documentation as soon as practical, but no later than ten (10) calendar days prior to the end of the associated formal public participation process. Detailed supporting and/or technical information related to final documentation need not necessarily be distributed to all parties. However, the responsible party must inform the other parties of the existence of such detailed information along with a content summary upon distribution of the final documentation. Final documentation and detailed supporting/technical information will be made available in a timely manner to the USEPA and FHWA or any party upon request. USEPA and/or FHWA may specify conditions under which they will be notified prior to the consultation meetings called by the parties. The parties will do so in a timely manner, and make reasonable efforts to allow the federal contacts to observe the proceedings and provide comment.

(d) Levels of Consultation and Conflict Resolution. -- For the purpose of facilitating interagency consultation, negotiation and resolution of conflict, the parties shall agree to the following three levels of consultation:

(d)(1) Level One consultation, as described in section (b)(2)(ii), is routine consultation and/or negotiation that occurs among specified contact persons in RIC, WVDEP and WVDOT. In any circumstance where an issue cannot be resolved through Level One consultation, the unresolved issue may be elevated to Level Two consultation by any party;

(d)(2) Level Two consultation is consultation and/or negotiation that occurs among RIC's Chairman or chief administrative officer, the WVDEP Cabinet Secretary, and the WVDOT Cabinet Secretary. In any circumstance where an issue cannot be resolved through Level Two consultation, the unresolved issue may be elevated to Level Three consultation. RIC or WVDOT shall cite 40 CFR §93.105(d) and provide written notification to the WVDEP representative of any unresolved issue or conflict that requires Level Three consultation.

(d)(3) Level Three consultation requires the Governor, or his or her designated representative, to resolve any conflict that cannot be resolved under Level Two consultation and negotiation. WVDEP shall have fourteen (14) calendar days to appeal a proposed determination of conformity (or other policy decision under this agreement) to the Governor after RIC or WVDOT has notified WVDEP of the resolution of all significant comments on such proposed determination of conformity or policy decision. Such fourteen (14) day period shall commence when the RIC or WVDOT has confirmed receipt by WVDEP of the resolution of WVDEP's comments. WVDEP must provide notice of any appeal under Level Three consultation to the RIC or WVDOT. If WVDEP appeals to the Governor, the final conformity determination must have the concurrence of the Governor. If WVDEP does not appeal to the Governor within fourteen (14) calendar days, RIC or WVDOT may proceed with the final conformity determination. In no circumstance may the Governor's designated representative in this process be the head or staff of WVDEP, WVDOT or RIC.

(e) Public Consultation Procedures. -- RIC and WVDOT will maintain a proactive public consultation process which provides opportunity for public review and comment by providing reasonable public access to technical and policy information considered by RIC and WVDOT at the beginning of the public consultation period and prior to taking formal action on a conformity determination for all Transportation Plans and TIPs, consistent with the requirements of 40 CFR §93.105(e) and 23 CFR §450.316(b). Any charges imposed for public inspection and copying will be consistent with the fee schedule contained in 49 CFR § 7.43. Any comment received during the public consultation period will be properly documented and addressed in writing prior

to a formal conformity determination. RIC and WVDOT will provide opportunity for public involvement in project conformity determinations where otherwise required by law.

(f) Severability. -- The provisions and procedures set forth in this MOU are severable and if any provision, procedure, or part thereof shall be held invalid, unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not affect or impair any remaining provision, procedure, section or part of this MOU, or their application to any person or circumstance.

(g) Signatory Agreement. -- The undersigned, as authorized representatives of the agency, organization or party indicated, do hereby mutually agree to adopt, implement and abide by the procedures for interagency consultation, resolution of conflict, public consultation and enforcement and enforceability procedures herein, and shall ensure that said agency, organization or party will abide by the terms of this MOU in order to satisfy the consultation requirements set forth in 40 CFR §93.105, and the enforcement and enforceability provisions of 40 CFR §§93.125(c) and 122(a)(4)(ii). This MOU becomes effective and binding on the date of the final signature below, but also may be executed in separate counterparts, in which case the final agreement will have the same force and effect as if executed singly.

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**LIST of SIGNATORIES**

Note: Signatures appear on separate, multiple pages.

Oree Banks  
Chairman  
Regional Intergovernmental Council

Stephanie R. Timmermeyer  
Cabinet Secretary  
WV Department of Environmental Protection

Donald Welsh  
Regional Administrator  
Region 3  
U.S. Environmental Protection Agency

Paul Mattox Jr., P.E.  
Cabinet Secretary  
Commissioner of Highways  
WV Department of Transportation

Thomas Smith, P.E.  
Division Administrator  
West Virginia Division  
Federal Highway Administration

Herman C. Shipman  
Acting Regional Administrator  
Region 3  
Federal Transit Authority

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 1 of 6**

Note: Signatures appear on separate, multiple pages.

 Date: 3-2-2007

Oree Banks  
Chairman  
Regional Intergovernmental Council

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 2 of 6**

Note: Signatures appear on separate, multiple pages.

Donald A. Welsh Date: APR - 6 2007

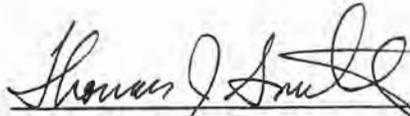
Donald Welsh  
Regional Administrator  
Region 3  
U.S. Environmental Protection Agency

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

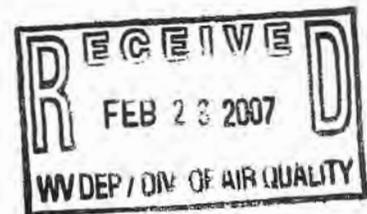
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 3 of 6**

Note: Signatures appear on separate, multiple pages.

 Date: 2-20-07

Thomas Smith, P. E.  
Division Administrator  
West Virginia Division  
Federal Highway Administration

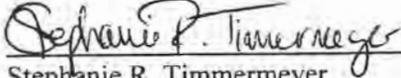


RIC Transportation Conformity MOU: page S-3 of 6

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 4 of 6**

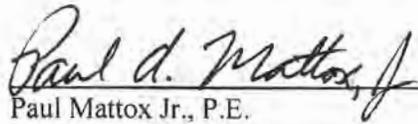
Note: Signatures appear on separate, multiple pages.

 Date: 3-19-07  
Stephanie R. Timmermeyer  
Cabinet Secretary  
WV Department of Environmental Protection

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 5 of 6**

Note: Signatures appear on separate, multiple pages.

 Date: 4/2/07

Paul Mattox Jr., P.E.

Cabinet Secretary

Commissioner of Highways

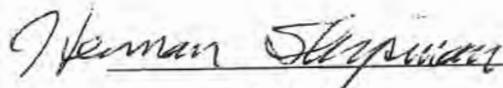
WV Department of Transportation

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: RIC, WVDEP, WVDOT, FHWA, FTA and USEPA

**SIGNATURE PAGE 6 of 6**

Note: Signatures appear on separate, multiple pages.

 Date: 3-6-07

Herman C. Shipman

Acting Regional Administrator

Region 3

Federal Transit Administration

## APPENDIX

Initial List of Level One Consultation Contacts for the  
Memorandum of Understanding  
Transportation Conformity  
Consultation Procedures

Parties: RIC, WVDEP, WVDOT, FHWA, FTA AND USEPA

Mr. Chris Callahan, Planning Director  
Regional Intergovernmental Council  
315 D Street  
South Charleston, WV 25303

Mr. William Frederick Durham  
Assistant Director, Planning  
WVDEP, Division of Air Quality  
601 57<sup>th</sup> Street, SE  
Charleston, WV 24304

Jeffrey S. Blanton, P.E.  
Statewide & Urban Planning Engineer  
Federal Highway Administration  
West Virginia Division  
700 Washington St. E.  
Charleston, WV. 25301

Richard Warner, P.E.  
Assistant Director  
WVDOT-Planning & Research Division  
Building Five, 8<sup>th</sup> Floor  
1900 Kanawha Blvd., East  
Charleston, WV 25305-0430

Mr. Anthony Tarone  
Transportation Program Specialist  
Federal Transit Authority - Region 3  
1760 Market Street, Suite 500  
Philadelphia, PA 19103

Mark White, P. E.  
CMAQ Coordinator  
WVDOT- Division of Highways  
Building Five, 8<sup>th</sup> Floor  
1900 Kanawha Blvd., East  
Charleston, WV 25305-0430

Mr. Martin Kotsch  
Transportation Conformity Coordinator  
USEPA - Region 3  
1650 Arch Street (3AP23)  
Philadelphia, PA 19103-2029

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D–5 MOU for the Metropolitan Planning Process**

**Between WVDOH/RIC/KVRTA**

MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE-BASED  
PLANNING PROCESS

BY AND BETWEEN

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
REGIONAL INTERGOVERNMENTAL COUNCIL (RIC)

AND

KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY (KRT)

This Memorandum of Understanding (MOU) is made this 9<sup>th</sup> day of July 2018 by and between the RIC, KRT and the West Virginia Department of Transportation (WVDOT) to document the institution of Performance-based Planning as required by the Moving Ahead for Progress in the 21st Century Act and the Fixing America's Surface Transportation (FAST) Act of 2015.

WITNESS THAT

WHEREAS, pursuant to federal statutes, and as a requirement for obtaining certain federal transportation funds, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have established regulations requiring each metropolitan area, the States and public transportation to utilize a continuing, cooperative, and comprehensive performance based multimodal transportation planning process to engage the citizenry and support metropolitan community development; and

WHEREAS, federal statute and regulations require that the State of West Virginia and the Metropolitan Planning Organizations (MPO) which is the RIC have fully coordinated transportation planning processes with a minimum twenty-year planning horizon; and

WHEREAS, the RIC is responsible for regional transportation and air quality (if applicable) planning on behalf of its member governments within a geographic area boundary that includes Boone, Clay, Kanawha and Putnam Counties; and

WHEREAS, the pertinent federal regulations require an agreement between each MPO, the transit provider(s), and the State DOT that specifies the responsibilities for cooperatively carrying out transportation planning and programming, including activities related to transportation system performance;

**WHEREAS**, the federal regulations require that the MPO, public transit and State DOT shall agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

WHEREAS, it is the desire and intent of the parties to fulfill the pertinent federal requirements pursuant to this MOU, nothing in this MOU shall be construed as limiting or affecting the legal authorities of the parties or shall be construed as requiring the parties to perform beyond their respective authorities; and

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto do mutually agree as follows:

**A. PARTIES**

The parties to this agreement are the RIC, governed by the Policy Board, the KRT, and the WVDOT.

The RIC has been designated the MPO policy body for the greater geographical area consisting of Boone, Clay, Kanawha and Putnam Counties. The MPO is composed of representatives from cities, counties, citizens, public agencies, and public transportation agencies serving the area.

**B. APPLICABILITY**

This MOU applies to the continuing, cooperative and comprehensive performance based multimodal metropolitan transportation planning and programming process required for the RIC by current federal regulations, as implemented by the applicable regulations for the region to qualify for federal transportation funds and meet state regional transportation planning requirements.

**C. PURPOSE**

This MOU is established to define the specific roles and responsibilities of the RIC, KRT, and the WVDOT for the Performance Measure process within the boundaries of the metropolitan planning area.

**D. PARTICIPANT RESPONSIBILITIES**

The RIC, KRT, and the WVDOT hereby agree to carry out and actively participate in the continuing, cooperative and comprehensive performance based multimodal metropolitan

transportation planning and programming process in accordance with applicable federal and state law and regulations.

## E. PERFORMANCE REGULATIONS

The Performance-based Planning process established in Moving Ahead for Progress in the 21st Century Act (MAP-21) and continued in Fixing America's Surface Transportation Act (FAST Act) requires the RIC, KRT and the WVDOT develop transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning. Current and proposed federal regulations require the establishment of performance measures and targets for transit asset management, safety (both highway and proposed transit), infrastructure condition, system performance, freight, and air quality.

### 1. Developing and Coordinating Transportation Performance Data

- a. The MPO shall establish an agreement specifying that the MPO shall be a cooperating agency for Performance Measures with the transit agencies within its region. Each agency's responsibilities will be spelled out in the MPO's Prospectus as provided for in the May 1978 agreement establishing the MPO.
- b. The WVDOT, RIC, and KRT shall jointly coordinate to develop specific targets related to transportation performance data, and the respective agencies mutually agree to share all pertinent available data related to the development of required performance measures and plans among the parties. Examples of such data include but are not limited to crash data, traffic counts, travel times/speeds, socioeconomic data, transit ridership data, transit vehicle/equipment inventory, transit evaluation and identified hazards with the subsequent safety risk evaluation and mitigation, data inventories and infrastructure condition measures.
- c. WVDOT shall provide the RIC with the statewide performance data (including the sharing and collection of data for the State asset management plan for the NHS) used in developing statewide targets (except for performance data for local transit safety plans; this information will be available from the transit organizations) and shall also provide RIC with subsets of the statewide data, based on their metropolitan planning area boundaries.
- d. If an RIC chooses to develop their own target for any measure, the MPO shall provide the WVDOT with any supplemental data and analyses utilized in the target-setting process.

### 2. Selection of Transportation Performance Targets

- a. WVDOT shall develop draft statewide performance targets (except in the case of transit safety; transit safety performance targets will be developed by the transit organizations) in coordination with RIC when applicable. Coordination may

include in-person meetings, web meetings, conference calls, and/or email communication. RIC shall be given an opportunity to provide comments on statewide targets before final statewide targets are adopted.

- b. If RIC chooses to adopt targets for the MPO planning area for any performance measure, the MPO shall develop draft performance targets in coordination with the WVDOT. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. The WVDOT shall be provided an opportunity to provide comments on draft MPO performance targets prior to final approval by the respective Policy Board/Committee.

### 3. Reporting of Performance Targets

- a. WVDOT performance targets (including transit performance safety targets developed locally) shall be reported to FHWA and FTA, as applicable. RIC shall be notified via letter when WVDOT has reported the final highway statewide targets.
- b. The RIC in accord with the agreement documented in its Prospectus shall work with the area's transit agencies and the WVDOT to establish transit asset management performance targets to be shared with interested parties.
- c. RIC performance targets shall be reported to the WVDOT.
  - i. For each target, the RIC shall provide the following information no later than 180 days after the date the WVDOT or relevant provider of public transportation establishes performance targets, or the date specified by federal code, whichever comes first.
  - ii. A determination of whether the RIC is 1) in agreement to plan and program projects to contribute toward the achievement of the WVDOT or relevant provider of public transportation performance target, or 2) setting a quantifiable target for that performance measure for the RIC planning area.
  - iii. If a quantifiable target is set for the RIC planning area, the RIC shall provide any supplemental data and analyses used in the development of any such target.
  - iv. Documentation of the RIC target or support of the statewide or KRT target shall be provided in the form of a resolution.
- d. The RIC and the WVDOT transportation plans amended or adopted after May 27, 2018 shall include performance measure targets that address the aforementioned areas of emphasis in current federal regulations. Reporting of targets and performance by the WVDOT and RIC shall conform to all current federal regulations. Plans requiring performance targets include but are not limited to:
  - Long-Range Metropolitan transportation plans;
  - Metropolitan Transportation Improvement Program (TIP);
  - Statewide Transportation Improvement Program (STIP);
  - State asset management plans under the National Highway Performance Program (NHPP);
  - State Transit Asset management plans;

- Local transit agencies safety plans mandated by FTA; and
- System Performance Reports

4. Reporting of Performance to be Used in Tracking Toward Attainment of Critical Outcomes for the Region

- a. The WVDOT shall provide RIC with the highway statewide performance data used in developing statewide targets and shall also provide RIC with subsets of the statewide data, based on their planning area boundaries. Updates of this data shall include prior performance data. Transit statewide performance data used in developing the transit asset management are available to the MPOs from the WVDOT or from transit agencies. The transit safety data, developed locally for local transit safety plans, will be available from the local transit agency.
- b. The RIC, KRT and the WVDOT shall report to USDOT progress toward attainment of performance targets and critical outcomes, as established in and required by current federal regulations.

5. The Collection of Data for the State Asset Management Plan and Transit Asset Management Plan

- a. The WVDOT shall be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.
- b. The WVDOT shall be responsible for collecting vehicle, equipment and facility information for the Transit Asset Management Plan.

G. AMENDMENT, TERMINATION, AND SUPERSESSION OF AGREEMENT

This MOU shall be reviewed at least every four years, if needed. It may be amended, whenever deemed appropriate, by written agreement of all parties.

Any party to this MOU may terminate it by a 60-day written notice to the other parties. If this occurs, the parties agree to consult further to determine whether the issues can be resolved, and the agreement re-implemented in an amended form.

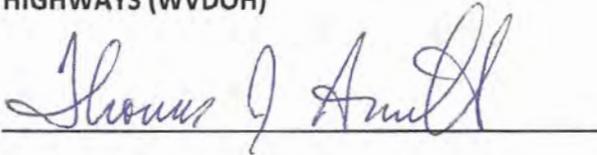
H. DISPUTE RESOLUTION

The parties to this MOU, along with FHWA and FTA staff, shall make every attempt to resolve differences at the lowest staff level possible and in a timely manner. Differences not resolved at the staff level shall be elevated to the executive director level. Policy issues not settled at the executive director level shall be taken to the RIC Policy Board and the West Virginia Department of Transportation for resolution.

MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE BASED PLANNING PROCESS  
BY AND BETWEEN  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
REGIONAL INTERGOVERNMENTAL COUNCIL (RIC)  
AND  
KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY (KRT)

*Note: Signatures appear on separate, multiple pages.*

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION (WVDOT)/WEST VIRGINIA DIVISION OF  
HIGHWAYS (WVDOH)

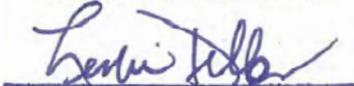


Tom Smith  
Secretary of Transportation/Highway Commissioner  
West Virginia Department of Transportation

7.9.18

Date

APPROVED AS TO FORM THIS  
25th DAY June 2018  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION  
DIVISION OF HIGHWAYS



MEMORANDUM OF UNDERSTANDING  
FOR THE  
TRANSPORTATION SYSTEM PERFORMANCE BASED PLANNING PROCESS  
BY AND BETWEEN  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,  
REGIONAL INTERGOVERNMENTAL COUNCIL (RIC)  
AND  
KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY (KRT)

*Note: Signatures appear on separate, multiple pages.*

Signature: Glen Chestnut Date: 6/14/2018

Print Name: Glen Chestnut

Agency/Organization: BCKP Regional Intergovernmental Council

Title: Chairman

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TRANSPORTATION SYSTEM PERFORMANCE BASED PLANNING PROCESS  
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*Note: Signatures appear on separate, multiple pages.*

Signature:  Date: 6/21/2018  
Print Name: Todd Goldman  
Agency/Organization: KVRTA  
Title: Board President

# **KYOVA Interstate Planning Commission Planning Agreements**

Attachment D-6  
ODOT/KYOVA 2024-2025 Biennial Agreement

Between ODOT and KYOVA



# OHIO DEPARTMENT OF TRANSPORTATION

## SUBAWARD GRANT AGREEMENT

|  |  |
|--|--|
| <b>(1) Pass-Through Entity</b><br>Ohio Department of Transportation  | <b>(2) Subrecipient's Name</b><br>KYOVA Interstate Planning Commission                       |
| <b>(3) Federal Awarding Agency</b><br>Federal Highway Administration (FHWA)  | <b>(4) Subrecipient's OAKS ID Number</b><br>0000092830                                       |
| <b>(5) CFDA Program Number &amp; Name</b><br>20.205 Highway Planning and Construction  | <b>(6) ODOT PID Number</b><br>Refer to Project Data Sheet                                    |
| <b>(7) Federal Agreement Number (FAN)</b><br>Refer to Project Data Sheet   | <b>(8) ODOT Agreement Number</b><br>38477  |
| <b>(9) FHWA's Federal Authorization Date</b><br>Refer to Project Data Sheet  | <b>(10) Subrecipient's DUNS Number</b><br>8282903410000                                      |
| <b>(11) Research &amp; Development Subaward</b><br>Not R & D Subaward  | <b>(12) Subrecipient's Indirect Cost Rate</b><br>Refer to Agreement Section XI: COMPENSATION |
| <b>(13) Subaward Period of Performance Start Date and End Date</b><br>Refer to Project Data Sheet                                |  |
| <b>(14) Federal \$ Obligated by this Action by ODOT to the Subrecipient</b><br>Refer to Project Data Sheet                       |  |
| <b>(15) Total Federal \$ Obligated to the Subrecipient by ODOT, Including Current Obligation</b><br>Refer to Project Data Sheet  |  |
| <b>(16) Total Federal Award \$ Committed to the Subrecipient by ODOT</b><br>\$201,162  |  |
| <b>(17) Federal Subaward Project Description, as Required to be Responsive to FFATA</b><br>Refer to Agreement Section I: PURPOSE |  |

## PROJECT DATA SHEET

|                     |   |                  |               |                         |               |                      |           |
|---------------------|---|------------------|---------------|-------------------------|---------------|----------------------|-----------|
| Subrecipient's Name | <b>KYOVA Interstate Planning Commission</b> | ODOT Agreement # | <b>#38477</b> | Data Sheet Version Date | <b>4/3/23</b> | Data Sheet Version # | <b>#1</b> |
|---------------------|---|------------------|---------------|-------------------------|---------------|----------------------|-----------|

| ODOT PID Number | FHWA FAN Number | Federal Authorization Date | ODOT Project Name     | Period of Performance Start Date | Period of Performance End Date | State Prorata Share % | State \$ Obligated This Action | Cumulative State \$ Obligated | Federal Prorata Share % | Federal \$ Obligated This Action | Cumulative Federal \$ Obligated |
|-----------------|-----------------|----------------------------|-----------------------|----------------------------------|--------------------------------|-----------------------|--------------------------------|-------------------------------|-------------------------|----------------------------------|---------------------------------|
| 118130          | Pending         | Pending                    | SFY 2024 MPO Planning | 7/1/23                           | 6/30/24                        | 10%                   | \$25,145                       | \$25,145                      | 80%                     | \$201,162                        | \$201,162                       |
|                 |                 |                            |                       |                                  |                                |                       |                                |                               |                         |                                  |                                 |
|                 |                 |                            |                       |                                  |                                | Totals                | \$25,145                       | \$25,145                      |                         | \$201,162                        | \$201,162                       |
|                 |                 |                            |                       |                                  |                                |                       |                                |                               |                         |                                  |                                 |

AGREEMENT BETWEEN THE KYOVA INTERSTATE PLANNING COMMISSION AND THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR URBAN TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS

The KYOVA Interstate Planning Commission (**AGENCY**), created pursuant to Chapter 8, Article 26, Sections 1 through 5, West Virginia Code and Sections 713.30 through 713.34 of the Ohio Revised Code, having its principal office at 400 3rd Avenue, Huntington, West Virginia 25712 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223, agree as follows:

SECTION I: PURPOSE

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

SECTION II: DEFINITIONS

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

8. Subrecipient's **DUNS Number**. See §200.331(a)(1)(ii) *Subrecipient's unique entity identifier*. The DUNS Number [is] the "unique entity identifier" used to identify a specific commercial, nonprofit, or government entity. Dun & Bradstreet is the designated entity to establish and maintain the DUNS Number, which is required for registration in SAM and used throughout federal procurement, financial assistance, and financial management systems. The subrecipient needs a Data Universal Numbering System (DUNS) number to register the entity in the U.S. Federal government's System for Award Management (SAM). A subrecipient must have an active registration in SAM to do business with the Federal Government.

### SECTION III: MPO DESIGNATION

ODOT, acting on behalf of Ohio's Governor, has designated the Policy Committee of the AGENCY as the Metropolitan Planning Organization for the Huntington, WV-KY-OH urbanized area. The Policy Committee 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 Policy Committee shall be comprised of local elected officials and officials of public agencies that administer or operate major modes of transportation in the metropolitan area including representation by providers of public transportation within the "AREA" (as defined in Agreement Section V) and ODOT, as enumerated in an AGENCY PROSPECTUS.

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

The Policy Committee shall be assisted by a Technical Advisory Committee comprised as enumerated in the PROSPECTUS.

### SECTION IV: SUBRECIPIENT DESIGNATION

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

### SECTION V: MPO BOUNDARY

The parties agree the conduct of the PROCESS will be for the area of Fayette, Hamilton, Perry, Union, and Upper Townships, and sections 10-11, 21-24, 27-30, and 33-36 of Rome Township, Lawrence County, Ohio, including the incorporated municipalities therein, which is hereinafter referred to as the "AREA", or as may be modified by mutual consent of the signatories to this Agreement. At a minimum, without need for additional written consent of the signatories to this Agreement, the AREA will consist of the Urbanized Area as defined by the U.S. Bureau of the Census and the contiguous geographic area(s) likely to be urbanized within the twenty year forecast period covered by the Transportation Plan (23 CFR Part 450.312(a), except as may be located within the jurisdiction of another Metropolitan Planning Organization. The AGENCY shall prepare an official map of the AREA, for approval by the Policy Committee and shall submit such map to ODOT.

### SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year (June 30<sup>th</sup>) any unexpended balance of U.S. DOT (49 U.S.C. Section 5303), Federal Metropolitan Planning Funds (PL), or State Planning and Research funds (SPR) funds and any associated state matching funds allocated by ODOT may be carried forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through December 31<sup>st</sup> of the new state fiscal year. On January

1<sup>st</sup> of each year, the unexpended balance of any prior year U.S. DOT (49 U.S.C. Section 5303), PL, or SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the January 1<sup>st</sup> deadline, by January 31<sup>st</sup>.

#### **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 Policy Committee, ODOT, and other state and federal agencies as necessary, prior to the first day of July of each fiscal year, in accordance with ODOT's MPO Administrative Manual, as may be modified. The WORK PROGRAM, budget and any updates which can be found at <https://extranet.dot.state.oh.us/divisions/Planning/plan/STIP/default.aspx>, are made a part hereof and incorporated by this reference as if fully rewritten herein.

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

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

#### **SECTION VIII: COORDINATION**

The AGENCY shall secure agreements of cooperation with the county(ies), all incorporated municipalities, and the operators of publicly owned transit services, within the AREA for carrying forward the PROCESS. In the event that there is an unwillingness on the part of any of these entities to participate in the continuation of the PROCESS, a determination shall be made by the parties hereto as to whether the percentage of the AREA or population affected is such as to negate an effective

PROCESS for the entire AREA; such determination will be submitted by ODOT to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for concurrence.

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

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

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

#### SECTION IX: PERIOD OF PERFORMANCE

The work under this Agreement shall commence on July 1, 2023 and will terminate on June 30, 2025. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

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

#### SECTION X: TERMINATION

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

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

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

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

#### SECTION XI: COMPENSATION

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

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

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

For the purposes of the program:

- (A) **Direct Labor Costs** do not include any type of paid leave or fringe benefits. Direct labor costs must be supported by personnel activity reports maintained in accordance with 2 CFR Part 200.
- (B) **Fringe Benefits Costs** are considered overhead expenses and include employee paid leave as well as other fringe benefits costs. Fringe benefits costs are allocable to direct labor and indirect labor.
- (C) **Indirect Costs** include indirect labor, indirect labor fringe benefits, and other allocable agency indirect costs.
- (D) **Other Direct Costs** include direct expenses necessary to implement the program as provided for in the Scope of Work and Budget, and do not include costs defined in other categories. Other direct costs are based upon actual expenses incurred during the program period.

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

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

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

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

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

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

#### SECTION XII: AUDIT

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

#### SECTION XIII: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audits of the work performed under this Agreement and any records in support of the work performed. This will include provision for office space for ODOT's representative. The AGENCY shall include in all its subcontracts under this Agreement a provision that ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three years from the final payment under this Agreement.

#### SECTION XIV: PERSONNEL

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

#### SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

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

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

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

The AGENCY shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created under or in connection with this Agreement. The AGENCY agrees to grant to ODOT and the U.S. DOT, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the AGENCY purchases ownership for this Agreement.

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

#### SECTION XVI: NON-DISCRIMINATION

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

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

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

AGENCY agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec 2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the AGENCY's compliance with Title VI.

3. Compliance with Regulations: The AGENCY (hereinafter includes consultants) will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT, 49 CFR Part 21, as amended, (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
4. Nondiscrimination: The AGENCY, with regard to the work performed by it after the execution of this Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The AGENCY will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5 including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.
5. Solicitations for Contracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by the AGENCY of the AGENCY's obligations

under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40-years or older), disability, low-income status, or limited English proficiency.

6. **Information and Reports:** The AGENCY will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA, or FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
7. **Sanctions for Noncompliance:** In the event of the AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the AGENCY under the Agreement until the AGENCY complies, and/or
  - b. cancellation, termination, or suspension of the Agreement, in whole or in part.
8. **Incorporation of Provisions:** The AGENCY will include the provisions of paragraphs one through nine in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The AGENCY will take such action with respect to any contracts or procurement as ODOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the AGENCY becomes involved in, or is threatened with, litigation with a contractor, consultant, or supplier as a result of such direction, the AGENCY may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the AGENCY may request the United States to enter into such litigation to protect the interest of the United States.
9. During the performance of this contract, the AGENCY, for itself, its assignees, and successors in interest (hereinafter referred to as the "AGENCY", which includes consultants) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

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

#### SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

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

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

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation) in the performance of this Agreement. AGENCY agrees to carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. AGENCY understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Ohio Department of Transportation deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or, (4) Disqualifying the AGENCY from future bidding as non-responsible.

#### **SECTION XVIII: PROHIBITED INTEREST**

AGENCY agrees that it has read and will comply with 23 CFR 1.33, and Ohio Revised Code sections 2921.42 and 2921.43.

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

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

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

#### **SECTION XIX: INTEREST OF MEMBERS OF CONGRESS**

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

#### **SECTION XX: DRUG-FREE WORKPLACE**

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

#### **SECTION XXI: CONDUCT, ETHICS AND INTEGRITY**

The AGENCY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

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

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or AGENCY;

2. Within a three year period immediately preceding the date on which this Agreement was executed, have been convicted of or had a civil judgment against them for commission of fraud or a felony offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any felony;
4. Within a three-year period immediately preceding the date on which this Agreement was executed, have had one or more public transactions terminated for cause or default; and
5. Have a conflict of interest as covered in 23 CFR 1.33, and Ohio Revised Code sections 2921.42 and 2921.43.

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

#### SECTION XXII: RESTRICTIONS ON LOBBYING

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

The AGENCY certifies by its signature hereto that:

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. The AGENCY's certification is a prerequisite imposed by 31 U.S.C. Section 1352, for making or entering into this Agreement. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### SECTION XXIII: OHIO ELECTIONS LAW

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

#### SECTION XXIV: TRADE

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

#### SECTION XXV: GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

The AGENCY affirms to have read and understands State of Ohio Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the AGENCY performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement.

The AGENCY agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, **Exhibit I** which is incorporated and becomes a part of this Agreement.

#### SECTION XXVI: 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 XXVII: STATE AUDIT FINDINGS

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

#### SECTION XXVIII: DEBARMENT

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

**SECTION XXIX: DISPUTES**

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

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

The AGENCY hereby agrees that ODOT will decide such questions which may arise including, for example, the quality or acceptability of materials furnished and work performed, the rate of progress of the work, the acceptable fulfillment of the Agreement on the part of the AGENCY, matters concerning compensation, and all other matters in dispute relating to facts in connection with this Agreement and the services or work to be performed thereunder.

**SECTION XXX: 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 XXXI: 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 XXXII: CHANGE OR MODIFICATION**

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

**SECTION XXXIII: GOVERNING LAW/SEVERABILITY**

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

arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

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

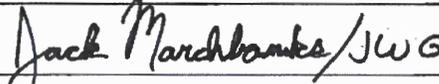
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**SECTION XXXIV: SIGNATURES**

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

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

|   |  |
|---|--|
| <b>KYOVA INTERSTATE PLANNING COMMISSION</b>   | <b>STATE OF OHIO<br/>OHIO DEPARTMENT OF TRANSPORTATION</b>                             |
| By:  | By:  |
| Chris Chiles,<br>Executive Director   | Jack Marchbanks, Ph.D.<br>Director   |
| Date: 4-28-23   | Date: 6/30/23  |

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-7 MOU - Transportation Conformity Consultation Procedures**

**Between KYOVA/OEPA/ODOT/WVDEP/USEPA-Region 5/WV DOT-  
DOH/FHWA-Ohio Division/FTA-Region 5**

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

(a) General -- This document establishes a Memorandum of Understanding (MOU) among the Kentucky, Ohio, West Virginia Interstate Planning Commission (KYOVA), the Ohio Environmental Protection Agency (Ohio EPA), the Ohio Department of Transportation (ODOT), the West Virginia Department of Environmental Protection (WVDEP), the West Virginia Department of Transportation (WVDOT), the Federal Highway Administration (FHWA), the Federal Transit Authority (FTA), and the United States Environmental Protection Agency (U.S. EPA). This MOU details the interagency consultation, resolution of conflict, public consultation criteria and procedures required by the federal transportation conformity regulation Title 40 of the Code of Federal Regulations (CFR) Section 93.105, and the enforcement and enforceability provisions set forth in 40 CFR 93.122(a)(4)(ii) and 93.125(c). The terms used in this MOU shall have the meaning given them by 40 CFR 93.101 and the structure of the MOU generally follows that of 40 CFR 93.105.

KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and U.S. EPA are the specific parties with respect to the interagency consultation, resolution of conflict and public consultation procedures under this MOU. KYOVA will be considered the primary responsible metropolitan planning organization (MPO). Through coordination with FHWA Ohio division, the United States Department of Transportation (U.S. DOT) and FTA also are involved in the interagency consultation process, and have review and/or approval functions at various stages of the transportation conformity determination process.

The transportation conformity provisions in the federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and Section 176(c) of the federal Clean Air Act (CAA) require submission of a State Implementation Plan (SIP) revision to U.S. EPA. This SIP revision must include procedures for interagency consultation (federal, state and local), resolution of conflict, and public consultation as set forth in 40 CFR 93.105, and provisions for written commitments for control and mitigation measures required by 40 CFR 93.122(a)(4)(ii) and 40 CFR 125(c). These procedures and commitments are described in sub-sections (a)(1) through (a)(4) and sections (b) through (e) of this MOU. Public participation procedures will be maintained in accordance with 23 CFR 450 and are addressed in section (e).

(a)(1) Ohio EPA will prepare and submit to U.S. EPA a SIP revision that includes the interagency consultation, resolution of conflict, public consultation, enforcement and enforceability procedures set forth herein, as mutually agreed by the parties in this MOU. These procedures are to be followed by KYOVA, ODOT and WVDOT with Ohio EPA, WVDEP, FHWA, FTA and U.S. EPA before making conformity determinations; and by Ohio EPA with KYOVA, ODOT, WVDEP, WVDOT, FHWA and FTA in developing applicable implementation plans. Ohio EPA will provide reasonable opportunity for comment from the parties before submitting a SIP revision that directly impacts transportation activities, such as establishing or changing highway vehicle emissions budgets, or transportation control measures (TCMs) in designated nonattainment or maintenance areas.

(a)(2) Pursuant to the requirements of 40 CFR 93.105(a)(2), this MOU establishes consultation procedures for KYOVA, ODOT and WVDOT with Ohio EPA, WVDEP, FHWA, FTA and U.S. EPA. These procedures include reasonable opportunity for consultation, including the specific issues described under Section 40 CFR 93.105(c)(1) and Section (c)(1) of this MOU, before conformity determinations are made.

(a)(3) As set forth in 40 CFR 93.122(a)(4), emissions reduction credit from control measures that are not included in the transportation plan and transportation improvement plan (TIP) and that do not require a regulatory action in order to be implemented may not be included in the emissions analysis unless the conformity determination includes written commitments to implementation from the appropriate entities. Pursuant to 40 CFR 93.122(a)(4)(ii), written commitments to control measures that are not included in the transportation plan and TIP must be obtained prior to a conformity determination and such commitments must be fulfilled.

(a)(4) Pursuant to 40 CFR 93.125(c), KYOVA, other recipient of funds designated under Title 23 of the United States Code (USC) or the Federal Transit Laws, FHWA, or FTA must obtain written commitments to mitigation measures prior to a positive conformity determination, and project sponsors must comply with such commitments.

(b) Interagency Consultation Procedures -- General Factors

(b)(1) This MOU provides well-defined interagency consultation procedures whereby representatives of the parties must consult with each other during development of the SIP, the transportation plan, the TIP, and associated conformity determinations.

(b)(2) In addition to the interagency consultation procedures outlined in section (a), the procedures also shall include the specific processes set forth in section (c), and general factors listed in the next six sections.

(b)(2)(i) Roles and Responsibilities -- When a SIP revision is proposed, it will be the responsibility of Ohio EPA to provide KYOVA, ODOT, WVDEP, WVDOT, FHWA, FTA and U.S. EPA with relevant documentation at the earliest practical date, but no later than the initiation of a formal public participation process.

Should any party require additional information, it is the responsibility of that party to request the information. The party receiving the request must make reasonable efforts to comply in a timely manner. If the party generating the request is dissatisfied with the response or perceives a lack of response and cannot resolve an issue using level one consultation as set forth in section (b)(2)(ii), the conflict resolution procedures under section (d) may be initiated by any party. When a TIP or transportation plan requires a conformity analysis, KYOVA will notify the specified contact persons in the other relevant parties (Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and U.S. EPA), and use mutually agreed technical procedures in consultation with ODOT to calculate the projected emissions for the transportation plan or TIP. This emissions information will be provided to all the other relevant parties via the specified contact persons in a timely manner. At the earliest practical date, KYOVA will provide to the parties a written finding of conformity or nonconformity. KYOVA will also provide a copy of the TIP or transportation plan, or where applicable, individual project analyses to the other parties at the earliest practical date, but not later than the initiation of a formal public participation process. KYOVA will maintain a public involvement process consistent with the KYOVA Public Participation Plan as required by 23 CFR Part 450.

(b)(2)(ii) Regular Consultation -- To the extent practicable, regular consultation (level one) shall be routine interaction on an informal basis, consultation and/or negotiation that occurs among specified contact persons in KYOVA, ODOT, Ohio EPA, WVDEP, WVDOT and other MPOs as necessary. Each party will designate a specific contact person(s) for technical transportation conformity consultations. The initial list of contacts is contained in the Appendix to this MOU. The specified contact person(s) may be assigned or reassigned this duty as necessary by the involved parties. The other parties must be notified of any such assignment change in a timely manner, in order to facilitate the interagency consultation process. If an issue cannot be resolved through level one

consultation, then the conflict resolution procedures under section (d) may be initiated by any party.

(b)(2)(iii) Access to Documentation -- As previously stated in section (b)(2)(i), relevant documentation will be provided by the responsible party at the earliest practical date, but not later than the initiation of a formal public participation process. Distribution of detailed technical or supporting documentation is not required for initial review or distribution. However, the responsible party must inform the other parties of the existence of such detailed documentation along with a content summary upon initial notification. Upon request by other parties, the responsible party must furnish the detailed technical or supporting documentation in a timely manner.

(b)(2)(iv) Meeting Frequency and Agendas -- No regularly scheduled interagency consultation meetings are established herein. However, should any party perceive the need for a meeting, it is the responsibility of that party to request the meeting. Any party may initiate a meeting via telephone, electronic communication (e.g. e-mail) or by written request. If the parties concur, the meeting may be conducted via teleconference. The initiating party will have the responsibility to establish the agenda and to determine a mutually agreeable time and place to meet. The other parties' contact persons will make reasonable and timely efforts to participate in the meeting. If suitable meeting arrangements cannot be made or if an issue remains unresolved, the conflict resolution procedures under section (d) may be initiated by any party.

(b)(2)(v) Significant Comments -- If any party to this MOU provides significant written comments regarding any transportation conformity matter, it will be the responsibility of Ohio EPA (in the case of a proposed SIP revision) or KYOVA, in consultation with ODOT and WVDOT (in the case of a TIP or transportation plan revision), to provide a substantive written response to the party in a timely manner. The party responsible for generating a response document will include

both the comments and the response in the official record. If the response is not satisfactory to the receiving party, the conflict resolution procedures under section (d) may be initiated by any party.

(b)(2)(vi) Development of TCMs -- If Ohio EPA anticipates utilizing TCMs to obtain emissions reductions in a nonattainment or maintenance area, the other parties will be consulted early in the process to determine the effectiveness and feasibility of such measures in obtaining the desired emission reductions. If Ohio EPA subsequently proposes a SIP revision that includes TCMs, the department will notify KYOVA, ODOT and WVDOT as soon as practical, but no later than the beginning of any formal public participation process, and provide each party the opportunity to provide input.

(c) Interagency Consultation Procedures and Specific Processes -- Interagency consultation procedures also shall include the following specific processes.

(c)(1) A consultation process involving KYOVA, ODOT, Ohio EPA, WVDOT, WVDEP, U.S. EPA, and FHWA for the following six sections.

(c)(1)(i) Hot-Spot Analyses and Regional Emissions Analyses -- KYOVA, ODOT, WVDOT and Ohio EPA will mutually agree on the evaluation and choice of a model (or models), associated methods and assumptions to be used in hot-spot analyses and regional emissions analyses. The parties will use the most current available U.S. EPA and FHWA policy and guidance as the primary determining factors regarding choice of model and emission analysis methodology.

(c)(1)(ii) Regionally Significant Projects -- Based on professional judgment, KYOVA, in consultation with ODOT and/or WVDOT, will make a preliminary determination of which minor arterials and other transportation projects should be considered "regionally significant" for the purposes of regional emissions analysis (in addition to those functionally classified as principal arterial, higher or fixed

guide way systems or extensions that offer an alternative to regional highway travel), and which projects should be considered to have a significant change in design concept and scope from the transportation plan or TIP. Such determination will be included in an appropriate document along with a brief rationale and justification. KYOVA will notify the other parties in a timely manner, and upon request, will provide copies of such documentation. If a regionally significant determination is contested and cannot be resolved using level one consultation procedures, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(1)(iii) Evaluation of Exempted Projects -- KYOVA, in consultation with ODOT and WVDOT, will evaluate whether projects otherwise exempted from meeting the requirements of 40 CFR 93.126 and 40 CFR 93.127 should be treated as non-exempt in cases where potential adverse emission impacts may exist for any reason. KYOVA will notify FHWA, Ohio EPA, ODOT and WVDEP of its preliminary determination in a timely manner. It is expected that any project consistent with 40 CFR 93.126 or 40 CFR 93.127 will not have a regional air quality impact. However, any party to this MOU may initiate a review of a project's impact if there is reason to believe that a particular project warrants further scrutiny. The parties will evaluate relevant information and reach a consensus using level one consultation procedures. If a consensus cannot be reached, or an issue remains unresolved, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(1)(iv) Obstacles to TCM Implementation -- As required by 40 CFR 93.113(c)(1), KYOVA, in consultation with ODOT and WVDOT, will determine whether past obstacles to implementation of TCMs which are behind the schedule established in the applicable implementation plan have been identified and are being overcome, and whether parties with influence over approvals or funding for TCMs are giving maximum priority to approval or funding for TCMs. This process also must consider whether delays in TCM implementation

necessitate revisions to the applicable implementation plan to remove TCMs or substitute TCMs or other emission reduction measures. If Ohio EPA anticipates utilizing a TCM to obtain emissions reductions in a nonattainment or maintenance area, Ohio EPA will consult with the other parties early in the process to determine the effectiveness and feasibility of such measures. If Ohio EPA subsequently proposes to include a TCM in a SIP revision, the other parties must be notified as soon as practical, but no later than the start of the formal public participation process.

(c)(1)(v) Notification of Revision -- KYOVA will notify FHWA, ODOT, Ohio EPA, WVDEP and WVDOT of transportation plan or TIP revisions or amendments which merely add or delete exempt projects listed in 40 CFR 93.126 or 40 CFR 93.127. As soon as practical, but no later than one week before the adoption of such transportation plan or TIP revisions or amendments, KYOVA will provide a copy of the revision or amendment to ODOT, Ohio EPA, WVDEP and WVDOT. Each project which is exempt under 40 CFR 93.126 or 40 CFR 93.127 will be so noted.

(c)(1)(vi) Rural Nonattainment and Maintenance Areas -- The parties to this MOU will establish appropriate conformity tests and methodologies for isolated rural nonattainment and maintenance areas as required by 40 CFR 93.109(l)(2)(iii). In the event that rural areas are designated nonattainment or a maintenance area, the parties will use level one consultation to choose and establish appropriate conformity tests and methodology protocols for the area(s). If an issue cannot be resolved using level one consultation, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(2) A consultation process involving KYOVA, ODOT, WVDOT, Ohio EPA and WVDEP for the following two sections.

(c)(2)(i) New Conformity Determinations -- KYOVA, ODOT and WVDOT will evaluate events which may trigger new conformity determinations in addition to those triggering events established in 40 CFR 93.104. It is expected that most events which may trigger a new conformity determination are clearly established in 40 CFR 93.104. However, any of the parties may initiate a review of other events which may trigger a new conformity determination if there is reason to believe that a particular event warrants closer scrutiny. The parties will evaluate relevant information and attempt to reach a consensus on whether or not an event warrants a new conformity determination. If an issue can not be resolved using level one consultation, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(2)(ii) Cross-Border Consultation -- Using level one consultation, KYOVA, ODOT and WVDOT will be responsible for notifying other responsible MPOs, adjacent MPOs, Ohio EPA and WVDEP regarding transportation activities that cross the borders of MPOs nonattainment areas or basins. The parties to this agreement and any party so notified may request relevant information or initiate a meeting to examine and evaluate the impact on air quality of such activities. The contacted parties must make reasonable efforts to provide requested information in a timely manner, assist in selecting a suitable place and time for requested meetings, and ensure representatives participate in the meetings. If appropriate information is not supplied in a timely manner, or suitable meeting arrangements cannot be made, or if an issue remains unresolved, conflict resolution procedures under section (d) may be initiated by any party. In the event that transportation activities cross state boundaries, KYOVA, ODOT and WVDOT will notify the other state's responsible MPO or adjacent MPO, which will then have the responsibility of coordinating those activities with that state's air agency and transportation department. If no other MPO has responsibility for such transportation activities, KYOVA, ODOT and WVDOT will coordinate those activities directly with that state's air agency and transportation department.

(c)(3) Projects Outside of Metropolitan Area -- Where the metropolitan planning area does not include an entire nonattainment/maintenance area, KYOVA, ODOT, WVDOT, Ohio EPA and WVDEP will use level one consultation procedures to achieve cooperative planning and analysis and determine conformity of all projects outside the metropolitan area and within the nonattainment or maintenance area. If any issue cannot be resolved using Level One consultation, the conflict resolution procedures under section (d) may be initiated by any party.

(c)(4) Construction Plans of Regionally Significant Projects -- It will be the shared responsibility of ODOT, KYOVA and WVDOT to identify regionally significant transportation projects which may be subject to federal transportation conformity requirements but which are not FHWA/FTA projects (including projects for which alternative locations, design concept and scope, or the no-build option are still being considered), including those by recipients of funds designated under Title 23 USC or the Federal Transit Laws. One of these parties will initiate level one consultation with Ohio EPA and WVDEP to mutually ensure that proper conformity procedures are followed. Once such projects are identified, KYOVA will be responsible to closely monitor the projects in order to identify any changes in concept, scope or location which may require a new conformity determination, and advise Ohio EPA and WVDEP of any such change. Non-FHWA/FTA projects which do not originate as state-funded ODOT highway projects should be disclosed to one or more of the parties at an early stage of proposal or development, but no later than the receipt of any related permit application, so that appropriate conformity procedures may be followed.

(c)(5) Regionally Significant Project Determinations -- In cases when a project sponsor of a regionally significant transportation non-FHWA/FTA project described in section (c)(4) discloses to KYOVA, ODOT or WVDOT that the project is under consideration for development, KYOVA, ODOT and WVDOT will determine whether the proposed project is sufficiently committed for

implementation by the sponsor to warrant inclusion in the regional emissions analysis. If such inclusion is warranted, and after consultation with the project sponsor, KYOVA, ODOT, WVDOT, Ohio EPA and WVDEP, will determine the most reasonably expected development scenario regarding project schedule, concept, scope and location, in sufficient detail to allow conformity determination procedures to be applied to the proposed project.

(c)(6) Research and Collection of Data -- The parties will use level one consultation to facilitate the design, schedule and funding of any research and data collection effort and regional transportation model development by KYOVA, ODOT and WVDOT (e.g., household/ travel transportation surveys).

(c)(7) Final Document Availability -- The parties will use level one consultation to discuss and distribute final documents (including applicable implementation plans and implementation plan revisions) and supporting information to each party after final approval or adoption. The responsible party (that is, the party which is initiating some action subject to these consultation procedures) will notify specified transportation conformity contacts at U.S. EPA and FHWA as soon as practical but no later than the beginning of any formal public participation process associated with the action. U.S. EPA and/or FHWA may request copies of relevant documents. The responsible party also will provide requested documentation as soon as practical, but no later than 10 calendar days prior to the end of the associated formal public participation process. Detailed supporting and/or technical information related to final documentation need not necessarily be distributed to all parties. However, the responsible party must inform the other parties of the existence of such detailed information along with a content summary upon distribution of the final documentation. Final documentation and detailed supporting/technical information will be made available in a timely manner to U.S. EPA and FHWA or any party upon request. U.S. EPA and/or FHWA may specify conditions under which they will be notified prior to the consultation meetings called by the parties. The parties will do so in

a timely manner, and make reasonable efforts to allow the federal contacts to observe the proceedings and provide comment.

(d) Levels of Consultation and Conflict Resolution -- For the purpose of facilitating interagency consultation, negotiation and resolution of conflict, the parties shall agree to the following three levels of consultation.

(d)(1) Level one consultation, as described in section (b)(2)(ii), is routine consultation and/or negotiation that occurs among specified contact persons in KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA and U.S. EPA. In any circumstance where an issue cannot be resolved through level one consultation, the unresolved issue may be elevated to level two consultation by any party.

(d)(2) Level two consultation is consultation and/or negotiation that occur among KYOVA's executive director or chief administrative officer, the ODOT director of transportation, the Ohio EPA director, the WVDEP cabinet secretary, and the WVDOT cabinet secretary. In any circumstance where an issue cannot be resolved through level two consultation, the unresolved issue may be elevated to level three consultation. KYOVA, ODOT or WVDOT shall cite 40 CFR 93.105(d) and provide written notification to Ohio EPA's representative of any unresolved issue or conflict that requires level three consultation.

(d)(3) Level three consultation requires the Governor, or his or her designated representative, to resolve any conflict that cannot be resolved under level two consultation and negotiation. Ohio EPA shall have 14 calendar days to appeal a proposed determination of conformity (or other policy decision under this agreement) to the Governor after KYOVA, ODOT or WVDOT has notified Ohio EPA of the resolution of all significant comments on such proposed determination of conformity or policy decision. Such 14 day period shall commence when KYOVA, ODOT or WVDOT has confirmed receipt by Ohio EPA of the resolution of Ohio EPA's comments. Ohio EPA must provide notice of any appeal under

level three consultation to KYOVA, ODOT or WVDOT. If Ohio EPA appeals to the Governor, the final conformity determination must have the concurrence of the Governor. If Ohio EPA does not appeal to the Governor within 14 calendar days, KYOVA, ODOT or WVDOT may proceed with the final conformity determination. In no circumstance may the Governor's designated representative in this process be the head or staff of Ohio EPA, ODOT, WVDEP, WVDOT or KYOVA.

(e) Public Consultation Procedures -- KYOVA, ODOT and WVDOT will maintain a proactive public consultation process which provides opportunity for public review and comment by providing reasonable public access to technical and policy information considered by KYOVA, ODOT and WVDOT at the beginning of the public consultation period and prior to taking formal action on a conformity determination for all transportation plans and TIPs consistent with the requirements of 40 CFR 93.105(e) and 23 CFR 450.316(b). Any charges imposed for public inspection and copying will be consistent with the fee schedule contained in 49 CFR 7.43. Any comment received during the public consultation period will be properly documented and addressed in writing prior to a formal conformity determination. KYOVA, ODOT and WVDOT will provide opportunity for public involvement in project conformity determinations where otherwise required by law.

(f) Severability. -- The provisions and procedures set forth in this MOU are severable and if any provision, procedure, or part thereof shall be held invalid, unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not affect or impair any remaining provision, procedure, section or part of this MOU, or their application to any person or circumstance.

(g) Signatory Agreement. -- The undersigned, as authorized representatives of the agency, organization or party indicated, do hereby mutually agree to adopt, implement and abide by the procedures for interagency consultation, resolution of conflict, public consultation and enforcement and enforceability procedures herein, and shall ensure that said agency, organization or party will abide by the terms of this MOU in order to satisfy the consultation requirements set forth in 40 CFR 93.105, and the enforcement and enforceability provisions of 40 CFR 93.125(c) and 40 CFR 122(a)(4)(ii). This MOU becomes effective and binding on the date of the final signature below, but also may be executed in separate counterparts, in which case the final agreement will have the same force and effect as if executed singly.

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES  
Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S.EPA

LIST of SIGNATORIES

Note: Signatures appear on separate, multiple pages.

Jason Stephens  
Chairman  
KYOVA Interstate Planning Commission

Scott J. Nally  
Director  
Ohio Environmental Protection Agency

Jerry Wray  
Director  
Ohio Department of Transportation

Randy C. Huffman  
Cabinet Secretary  
West Virginia Department of Environmental Protection

Paul Mattox, Jr., P.E.  
Cabinet Secretary  
West Virginia Department of Transportation

Susan Hedman  
Regional Administrator  
Region 5  
U.S. Environmental Protection Agency

Laura S. Leffler  
Division Administrator  
Ohio Division  
Federal Highway Administration

Marisol Simon  
Regional Administrator  
Region 5  
Federal Transit Authority

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and U.S.  
EPA

Note: Signatures appear on separate, multiple pages.

  
\_\_\_\_\_  
Mr. Jason Stephens  
Chairman  
KYOVA Interstate Planning Commission

Date: 11/1/13

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

Note: Signatures appear on separate, multiple pages.



Date:

5/7/14

Craig W. Butler

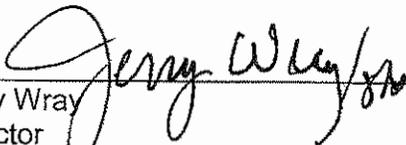
Director

Ohio Environmental Protection Agency

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and U.S.  
EPA

Note: Signatures appear on separate, multiple pages.

 Date: 8/9/13  
\_\_\_\_\_  
Jerry Wray  
Director  
Ohio Department of Transportation

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

Note: Signatures appear on separate, multiple pages.



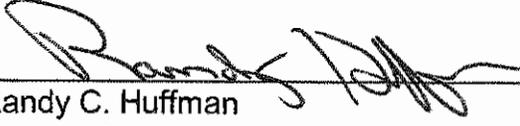
Date: 7-2-2014

Susan Hedman  
Regional Administrator  
Region 5  
U.S. Environmental Protection Agency

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

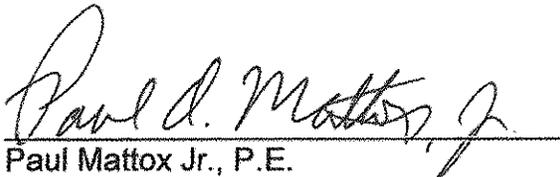
Note: Signatures appear on separate, multiple pages.

 Date: 10/7/13  
Randy C. Huffman  
Cabinet Secretary  
West Virginia Department of Environmental Protection

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

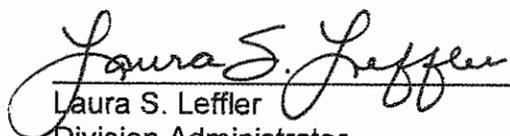
Note: Signatures appear on separate, multiple pages.

 Date: 10/16/13  
Paul Mattox Jr., P.E.  
Cabinet Secretary  
West Virginia Department of Transportation

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

Note: Signatures appear on separate, multiple pages.



Laura S. Leffler  
Division Administrator  
Ohio Division  
Federal Highway Administration

Date: 9-30-2013

MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION CONFORMITY  
CONSULTATION PROCEDURES

Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

Note: Signatures appear on separate, multiple pages.



Date: 8.27.2013

Marisol Simon  
Regional Administrator  
Region 5  
Federal Transit Administration

## APPENDIX

Initial List of Level One Consultation Contacts for the  
Memorandum of Understanding  
Transportation Conformity Consultation Procedures  
Parties: KYOVA, Ohio EPA, ODOT, WVDEP, WVDOT, FHWA, FTA and  
U.S. EPA

Mr. Saleem A. Salameh, P.E.  
Transportation Study Director  
KYOVA Interstate Planning Commission  
720 Fourth Avenue  
Huntington, WV 25701

Ms. Patricia Morris  
Transportation Conformity Coordinator  
U.S. EPA - Region 5 (AR-18J)  
77 West Jackson Boulevard  
Chicago, IL 60604

Mr. Mike Maleski  
Environmental Specialist 2  
Ohio EPA - DAPC  
P.O. Box 1049  
Columbus, OH 43216-1049

Mr. Frank Burkett \*  
Air Quality Specialist  
FHWA - Ohio Division  
200 North High Street, Room 328  
Columbus, OH 43215-2408

Mr. Dave Moore  
MPO Program Manager  
ODOT-Systems Planning and Program Mgmt.  
1980 W. Broad Street  
Columbus, OH 43223

Mr. Martin Kotsch  
Transportation Conformity Coordinator  
U.S. EPA Region 3  
1650 Arch Street (3AP23)  
Philadelphia, PA 19103-2029

Mr. Sam Granato  
Transportation Engineer  
ODOT-Office of Technical Services  
1980 W. Broad Street  
Columbus, OH 43223

Mr. Jeffrey S. Blanton, P.E.  
Statewide & Urban Planning Engineer  
FHWA - West Virginia Division  
700 Washington Street E.  
Charleston, WV 25301

Richard Warner, P.E.  
Assistant Director  
WVDOT-Planning & Research Division  
Building Five, 8<sup>th</sup> Floor  
1900 Kanawha Blvd., East  
Charleston, WV 25305-0430

Mr. Anthony Tarone  
Transportation Program Specialist  
FTA - Region 3  
1760 Market Street, Suite 500  
Philadelphia, PA 19103

Mark White, P.E.  
CMAQ Coordinator  
WVDOT - Division of Highways  
Building Five, 8<sup>th</sup> Floor  
1900 Kanawha Blvd., East  
Charleston, WV 25305-0430

Mr. William Frederick Durham  
Assistant Director, Planning  
WVDEP, Division of Air Quality  
601 57th Street, SE  
Charleston, WV 24304

\* Ohio FHWA is lead for U.S. DOT and will coordinate with FTA Region V staff as needed.

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-8 MOU for Transportation Planning Process**

**Between ODOT/KYOVA/LCT**

## **Memorandum of Understanding**

**among the**

**KYOVA Interstate Planning Commission,**

**Lawrence County Transit,**

**and the**

**Ohio Department of Transportation**

**Concerning the Metropolitan Transportation Planning Process**

### **I. Purpose**

This Memorandum of Understanding (MOU) is the metropolitan planning agreement outlined in United States Department of Transportation (USDOT) metropolitan planning regulations (currently 23 CFR 450.314). This MOU is entered into by and between the KYOVA Interstate Planning Commission (KYOVA), hereafter referred to as “the MPO”; Lawrence County Transit, hereafter referred to as “the Public Transit Operator(s)”; and the Ohio Department of Transportation, hereafter referred to as “ODOT”, regarding their mutual responsibilities in carrying out the metropolitan transportation planning process for the Metropolitan Planning Area (MPA) designated to the MPO by the Governor of the State of Ohio pursuant to federal law concerning metropolitan transportation planning (currently 23 U.S.C. 134). The MPO, ODOT, and the Public Transit Operator(s) entering into this MOU hereafter may be referred to individually as “Party” or collectively as “the Parties.”

In addition to this MOU, ODOT maintains the Ohio Metropolitan Planning Organization Administration Manual (MPO Manual) to assist the parties in understanding the requirements for the conduct of the metropolitan transportation planning process. The MPO Manual provides detailed information on procedures and schedules associated with the responsibilities identified in this MOU.

## II. Unified Planning Work Program and Completion Report

### A. General Responsibilities

On an annual basis, the MPO, in cooperation with ODOT and the Public Transit Operator(s), will develop a Unified Planning Work Program (UPWP) consistent with USDOT regulations (currently 23 CFR 450.308) and the MPO Manual. In addition to a discussion of the planning priorities facing the MPA, the UPWP will identify work proposed for the next state fiscal year (SFY) by major activity and task in sufficient detail to indicate who (e.g., the MPO, ODOT, Public Transit Operator(s), local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of federal and matching funds. The UPWP will include all transportation-related planning activities, including air quality planning, regardless of the source of funding.

1. The Parties agree to cooperatively review their proposed work components to enhance coordination and avoid duplication of planning work efforts.
2. The Parties will work cooperatively with each other to develop a draft and final UPWP. Cooperation includes the responsibilities described in this MOU.

### B. ODOT Responsibilities

1. ODOT will initiate UPWP development for the next state fiscal year with a notification to the MPO that will include estimated budgets for planning, any planning priorities ODOT has identified, the Title VI Baseline Assessment Tool (Title VI questionnaire), and due dates for submittals of the draft and final UPWP to ODOT. The estimated budget will include the Consolidated Planning Grant (CPG) amount, i.e., allocations of federal transportation planning funds (currently Federal Highway Administration (FHWA) Metropolitan Planning (PL) funds and Federal Transit Administration (FTA) Section 5303 funds), and any state-administered funds that ODOT has made available to the MPO.
2. ODOT will review the draft UPWP for compliance with federal and state requirements and will provide comments to the MPO as necessary within a reasonable amount of time to allow for coordination prior to the due date.
3. ODOT will coordinate review of the draft UPWP with USDOT.
4. ODOT will notify the MPO of the final CPG budget once it is available.
5. ODOT will review work program amendment requests and coordinate approval with USDOT as necessary. Guidance on what requests require an amendment, and what amendments require USDOT approval, are included in the MPO Manual.

6. ODOT will review UPWP completion reports and will provide comments as necessary.
7. ODOT will forward a copy of the MPO's UPWP completion report to the FHWA Ohio Division for their records.

### **C. The MPO Responsibilities**

1. The MPO will submit the draft and final UPWP to ODOT and the Public Transit Operator(s) by the deadlines ODOT provides at the initiation of UPWP development. The MPO will submit a completed Title VI questionnaire with the draft UPWP submittal.
2. The MPO will identify any CPG funds allocated in a previous SFY that will be used in the next SFY, known as "carryover" funds, separately from the next year's allocation, as described in the MPO Manual.
3. The MPO will identify any planning work to be funded with Surface Transportation Block Grant (STBG) or Congestion Mitigation and Air Quality (CMAQ) funds in the UPWP budget table separately from CPG-funded planning activities, as described in the MPO Manual.
4. The MPO will coordinate public participation in the development of the UPWP consistent with the MPO's Public Participation Plan.
5. The MPO will provide ODOT with a signed resolution approving the final UPWP.
6. The MPO will modify the UPWP as needed for changes occurring during the SFY in accordance with its adopted operational procedures. The MPO will coordinate all modifications to the UPWP with the relevant Party and obtain approvals from ODOT and USDOT as necessary per the MPO Manual.
7. The MPO will publish an annual completion report detailing the work accomplished during that SFY relative to what was identified in the corresponding UPWP. The completion report must be submitted to ODOT within ninety (90) days of the conclusion of the SFY.

### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will identify transit planning activities that will occur in the next SFY and will provide a description of these activities to the MPO to include in the UPWP. These activity descriptions will be provided to the MPO with a reasonable amount of time to allow for coordination prior to the due date for the MPO's draft UPWP submittal to ODOT.



2. The Public Transit Operator(s) will notify the MPO of any changes to the UPWP during the SFY and coordinate any necessary modifications with the MPO.
3. The Public Transit Operator(s) will detail the work that was completed in the previous SFY and provide a report of those accomplishments to the MPO with a reasonable amount of time to allow for coordination prior to the due date for the MPO's completion report submittal to ODOT.

### III. Metropolitan Transportation Plan

#### A. General Responsibilities

The Metropolitan Transportation Plan (MTP) is an important statement of the direction the region will be taking in transportation system investment. The MTP identifies the multimodal and intermodal transportation policies and facilities needed to meet the MPO's travel demand for a minimum 20-year planning horizon. The MTP should include both short- and long-term strategies designed to result in an integrated transportation system that facilitates the efficient movement of people and goods. "Update means making current a long-range statewide transportation plan, metropolitan transportation plan, TIP, or STIP through a comprehensive review" (Update). 23 CFR 450.104

The MTP is required to have a financial plan that demonstrates fiscal constraint. The financial plan shows how the strategies and projects in the MTP can be implemented. One key part of the financial plan is to identify the necessary financial resources from public and private sources that are reasonably expected to be available to carry out the MTP. To demonstrate fiscal constraint, the cost of the projects and strategies in the MTP cannot exceed the funding reasonably expected to be available over the life of the MTP.

The Parties will work cooperatively during the development of the MTP Update to promote consistency between the MTP, ODOT's long-range statewide transportation plan, and the Public Transit Operator's(s') long-range transit plan. The Parties will coordinate their MTP-related planning activities and studies with each other to promote consistency between metropolitan, transit, and statewide planning strategies and outcomes. This includes mutual consideration of visions and priorities articulated in each Party's transportation planning documents and project identification processes.

#### B. ODOT Responsibilities

1. ODOT will cooperate with the MPO and the Public Transit Operator(s) in the development of the MTP and participate in the MPO's plan development process.



2. ODOT will cooperate with the MPO and the Public Transit Operator(s) in the development of the MTP financial plan. Upon request, ODOT will provide information to the MPO to assist it in developing forecasts of federal and state funds that will be available for the transportation system in the future.
3. ODOT will provide data available from statewide transportation planning efforts to the MPO for use in the development of the MTP.
4. ODOT will monitor internal plans, studies, and other activities to identify potential amendments to the MTP and inform the MPO and the Public Transit Operator(s) accordingly.

### **C. The MPO Responsibilities**

1. The MPO will lead the development of the MTP in cooperation with ODOT and the Public Transit Operator(s).
2. The MPO will develop a schedule that ensures the MTP Update will be completed and adopted by a resolution of the MPO prior to the federal deadline.
3. The MPO will cooperate with ODOT and the Public Transit Operator(s) in the development of the MTP financial plan that demonstrates fiscal constraint. The MPO will consider information provided by ODOT and the Public Transit Operator(s) in developing forecasts of funds that are expected to be available in the future. The MPO will estimate the local resources and any other sources of funds expected to be available in the future for the transportation system in the MPA.
4. The MPO will continuously monitor plans, studies, and other activities in the MPA to identify potential amendments to the MTP.
5. The MPO is responsible for making air quality conformity determinations for the MTP. The MPO will review plan components and amendments to assess the need for an air quality conformity determination. See Section VIII for each Party's responsibilities as to air quality conformity.

### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO in the development of the MTP and participate in the MPO's plan development process.
2. The Public Transit Operator(s) will cooperate with ODOT and the MPO in the development of the MTP financial plan. The Public Transit Operator(s) will provide to the MPO system-level estimates of the costs to adequately operate and

maintain the transit system and the funds that are reasonably expected to be available for the transit system over the life of the MTP.

3. If the Public Transit Operator(s) has a long-range transit plan, it will provide data from the plan to the MPO as requested for use in the development of the MTP.
4. The Public Transit Operator(s) will monitor internal plans, studies, and other activities to identify potential MTP amendments and inform the MPO accordingly.

## **IV. Transportation Improvement Program**

### **A. General Responsibilities**

The MPO, in cooperation with ODOT and the Public Transit Operator(s), shall develop a Transportation Improvement Program (TIP) for the MPA. The TIP shall reflect the investment priorities established in the current MTP and shall cover a period of no less than four years, be updated at least every four years, and be approved by the MPO and the Governor.

Similarly, ODOT must develop a Statewide Transportation Improvement Program (STIP), in cooperation with the MPO. To cooperate efficiently and effectively, Ohio metropolitan planning organizations develop TIP Updates to coincide with the STIP Update, and ODOT incorporates the TIPs into the STIP directly or by reference. The STIP and TIPs collectively, either as documents or a process, are referred to as the S/TIP in this MOU. ODOT's regular practice is to update the STIP every two years, with the Update becoming effective by July 1 of odd-numbered years. ODOT may change this practice at its discretion, but only in a manner that is consistent with this MOU.

The TIP shall be designed such that once implemented, it makes progress toward achieving the performance targets described in Section VI of this MOU. The TIP shall include capital and non-capital surface transportation projects (or phases of projects) proposed for federal transportation funding (under 23 U.S.C. and 49 U.S.C. Chapter 53) within the boundaries of the MPA. The TIP shall also contain all regionally significant projects in accordance with the applicable laws and regulations.

### **B. ODOT Responsibilities**

1. ODOT will inform the MPO and the Public Transit Operator(s) of the anticipated date of the next STIP Update as soon as it has determined the date and will inform the Parties of any changes to the anticipated date.
2. ODOT, in cooperation with the MPO and the Public Transit Operator(s), will develop a schedule and guidance for the cooperative development of the S/TIP and

provide them to the MPO and the Public Transit Operator(s) at the initiation of the STIP Update process.

3. ODOT will maintain the fiscal constraint of the STIP. ODOT will provide the MPO and the Public Transit Operator(s) financial information and project data for ODOT-controlled programs, which will be fiscally constrained to resources that are reasonably expected to be available for use within the MPA to carry out the TIP.
4. ODOT will provide the MPO and the Public Transit Operator(s) with applicable statewide and regional performance measures information for use in TIP development, including baselines, state targets, and projects within the MPA impacting each performance metric.
5. ODOT will coordinate reviews of drafts of the TIP Update in accordance with the S/TIP schedule.
6. ODOT will conduct a public involvement process for the STIP in accordance with its documented public involvement process (currently the Statewide Planning Program Public Involvement Process). ODOT will coordinate with the MPO and the Public Transit Operator(s) on the public involvement process for the S/TIP.
7. ODOT will review and approve the TIP on behalf of the Governor.
8. ODOT will coordinate with the MPO and the Public Transit Operator(s) to maintain and share data for projects (or project phases) scheduled for the current TIP period. ODOT will coordinate with the MPO and the Public Transit Operator(s) to identify needed TIP revisions.
9. ODOT will coordinate with the MPO and the Public Transit Operator(s) to revise the S/TIP in accordance with guidelines approved by ODOT, FHWA, and FTA (currently the Ohio STIP Revisions Guidelines). ODOT will coordinate with the MPO and the Public Transit Operator(s) on any TIP revisions needed to maintain fiscal constraint on ODOT-controlled programs.

### **C. The MPO Responsibilities**

1. The MPO will cooperate with ODOT and the Public Transit Operator(s) on the schedule for the coordinated development of the S/TIP.
2. The MPO will maintain the fiscal constraint of the TIP. The MPO will provide ODOT and the Public Transit Operator(s) financial information and project data for MPO-controlled programs, which will be fiscally constrained to resources that are reasonably expected to be available.

3. The MPO will include applicable statewide and regional performance measures information in the TIP, including baselines and targets. The MPO will also include the effect the TIP's program of projects will have on achieving the performance targets identified in the MTP.
4. The MPO will submit draft(s) and the final TIP Update to ODOT in accordance with the S/TIP schedule for ODOT to coordinate reviews.
5. The MPO will conduct a public involvement process for the TIP in accordance with its public participation plan as required by 23 CFR 450.316. The MPO will coordinate with ODOT and the Public Transit Operator(s) on the public involvement process for the S/TIP.
6. With the submittal of the final TIP Update to ODOT, the MPO will submit a signed and dated MPO resolution(s) that approve the TIP, certify that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements (self-certification), affirm that the TIP is consistent with the MTP, and, if applicable, make an affirmative air quality conformity determination.
7. The MPO will coordinate with ODOT and the Public Transit Operator(s) to maintain and share data for projects (or project phases) scheduled for the current TIP period. The MPO will coordinate with ODOT and the Public Transit Operator(s) to identify needed TIP revisions.
8. The MPO will coordinate with ODOT and the Public Transit Operator(s) to revise the S/TIP in accordance with guidelines approved by ODOT, FHWA, and FTA (currently the Ohio STIP Revisions Guidelines). The MPO will coordinate S/TIP revisions with ODOT and the Public Transit Operator(s) as needed to maintain fiscal constraint of the TIP.
9. The MPO will submit signed resolutions to amend the TIP by the due date established by ODOT in consultation with the MPO. Amendment resolutions will include content required by the MPO Manual.
10. The MPO is responsible for making air quality conformity determinations for the TIP. See Section VIII for each Party's responsibilities with respect to air quality conformity.

#### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO on the schedule for the coordinated development of the S/TIP.



2. The Public Transit Operator(s) will review fiscal constraint information provided by the ODOT and the MPO. The Public Transit Operator(s) will coordinate with ODOT and the MPO on any modifications to the fiscal constraint information.
3. The Public Transit Operator(s) will provide ODOT and the MPO financial information and project data for programs controlled by the Public Transit Operator(s), which will be fiscally constrained to resources that are reasonably expected to be available within the MPA to carry out the TIP.
4. The Public Transit Operator(s) will provide applicable performance measures information to the MPO, including baselines and targets. The Public Transit Operator(s) will also include the effect the TIP's program of projects will have on achieving the performance targets identified in the MTP.
5. The Public Transit Operator(s) will coordinate with ODOT and the MPO on the public involvement process for the TIP.
6. The Public Transit Operator(s) will coordinate with ODOT and the MPO to maintain and share data for projects (or project phases) scheduled for the current TIP period. The Public Transit Operator(s) will coordinate with ODOT and the MPO to identify needed TIP revisions.
7. The Public Transit Operator(s) will coordinate with ODOT and the MPO to revise the S/TIP in accordance with the Ohio STIP Revisions Guidelines. The Public Transit Operator(s) will coordinate S/TIP revisions with ODOT and the MPO as needed to maintain fiscal constraint of TIP.

## **V. Annual Listing of Obligated Projects**

### **A. General Responsibilities**

Each year, the Parties will cooperatively develop a listing of projects for which federal transportation funding (under 23 U.S.C. and 49 U.S.C. Chapter 53) were obligated in the preceding SFY. This listing will be published by the MPO within 90 calendar days of the end of the SFY and include all federally funded projects that were either authorized or revised to increase obligations in the previous year. For each project, the listing will include the information in the TIP, the amount of federal funds requested in the TIP, the federal funding that was obligated during the preceding year, and the federal funding remaining and available for subsequent years.



## **B. ODOT Responsibilities**

1. ODOT will provide data to the MPO for use in producing the annual listing of obligated projects. They will be made available as soon as possible following the end of each SFY. The data will include federal funding that was obligated to highway and transit projects during the preceding state fiscal year.

## **C. The MPO Responsibilities**

1. The MPO is responsible for the following project data: project information in the TIP, the amount of federal funds requested in the TIP, and the federal funding remaining and available for subsequent years.
2. The MPO will publish a list of obligated projects within 90 calendar days of the end of the SFY.

## **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will provide to ODOT and the MPO upon request the information needed to produce the annual listing of obligated projects.

## **VI. Performance-Based Planning**

Section VI. of this MOU supersedes the 2018 MOU executed by the Parties regarding Performance Based Transportation Planning Processes.

### **A. General Responsibilities**

1. The Parties will cooperatively develop and share information related to: transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see 23 CFR 450.306(d)), and the collection of data for the ODOT asset management plan.
2. The Parties will use data sources and methodologies consistent with federal regulations for performance-based planning and programming.
3. Unless otherwise agreed to in writing, ODOT and the MPO agree to use the following data sources and methodologies for performance-based planning and programming:

- a. Data from the Ohio Department of Public Safety (ODPS) Statewide Crash Report System will be used to inform the selection of safety targets and measure actual performance.
- b. Travel time data needed to calculate the measures of Travel Time Reliability, Freight Reliability, and Peak Hour Excessive Delay (PHED) per Capita will come from the National Performance Management Research Data Set (NPMRDS).
- c. The reporting segments needed to calculate the measures of Travel Time Reliability, Freight Reliability, and PHED will be the Travel Time Segments in the NPMRDS.
- d. The calculation of the PHED measure will use an afternoon peak period of 3 p.m. to 7 p.m.
- e. The data to determine the Percent of Non-SOV Travel measure (where SOV means single occupancy vehicle) will be developed using the U.S. Census Bureau's American Community Survey.

## **B. ODOT Responsibilities**

1. ODOT will coordinate with the MPO and the Public Transit Operator(s) on the selection and adjustment of federal performance targets to ensure consistency, to the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.
2. ODOT will provide the MPO and the Public Transit Operator(s) with draft targets relevant to each party within a reasonable amount of time for review, comment, and coordination among the Parties in order to establish or adjust those targets prior to the federal deadlines.
3. ODOT will make the data used to develop performance targets and obtain metrics (quantifiable indicators of performance or condition) available to the MPO and the Public Transit Operator(s) upon request.
4. ODOT will review draft targets provided by the MPO and the Public Transit Operator(s) and provide any relevant comments within a reasonable amount of time prior to the federal deadlines for coordination between the MPO and the Public Transit Operator(s) to establish or adjust those targets.

## **C. The MPO Responsibilities**

1. The MPO will coordinate with ODOT and the Public Transit Operator(s) on the selection and adjustment of federal performance targets to ensure consistency, to

the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.

2. The MPO will review draft targets provided by ODOT and the Public Transit Operator(s) and provide any relevant comments within a reasonable amount of time prior to the federal deadlines for coordination between ODOT and the Public Transit Operator(s) to establish or adjust those targets.
3. The MPO will provide ODOT and the Public Transit Operator(s) with draft targets relevant to each Party within a reasonable amount of time for review, comment, and coordination among the Parties to establish or adjust those targets prior to the federal deadlines.
4. The MPO will make the data and methodologies used by the MPO to develop performance targets and metrics available to a Party upon request.
5. The MPO will provide ODOT and the Public Transit Operator(s) with a signed resolution from the MPO establishing the final targets prior to the federal deadlines to report those targets.

#### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will coordinate with ODOT and the MPO on the selection and adjustment of federal performance targets to ensure consistency, to the maximum extent practicable. Coordination may include in-person, written, oral, or electronic communications, or the sharing of data, analyses, or methodologies.
2. The Public Transit Operator(s) will provide ODOT and the MPO with draft targets relevant to each Party within a reasonable amount of time for review, comment, and coordination among the Parties prior to the federal deadlines to establish or adjust those targets.
3. The Public Transit Operator(s) will make the data and methodologies used to develop performance targets and obtain metrics (quantifiable indicators of performance or condition) available to a Party upon request.
4. The Public Transit Operator(s) will review draft targets provided by ODOT and the MPO and provide any comments relevant to each Party within a reasonable amount of time for coordination among the Parties prior to the federal deadlines to establish or adjust those targets.
5. The Public Transit Operator(s) will notify the relevant Party when performance targets and metrics are submitted to USDOT.

6. The Public Transit Operator(s) will provide ODOT and the MPO with a copy of its Transit Asset Management Plan every time it is updated and its Public Transit Agency Safety Plan every time it is updated.
7. The Public Transit Operator(s), as applicable, will provide ODOT and the MPO with data for the percent of track segments that have performance restrictions.

## VII. Travel Demand Modeling

### A. General Responsibilities

1. A regional travel demand model has been established for the MPO. If the MPA includes an area where quantitative Air Quality Conformity Analysis is required, the Parties will cooperate to maintain a state-of-the-practice regional travel demand model. In the event that quantitative Air Quality Conformity Analysis is no longer required, the Parties may agree that the Statewide Travel Demand Model is sufficient for the planning needs of the MPA.
2. The Parties will coordinate with each other on model runs needed for the planning process and ODOT project design forecasts.
3. The Parties will work cooperatively to collect and update input data for the model so that it accurately reflects local conditions and adheres to adopted Ohio guidelines, including population control totals by county. The MPO and ODOT will cooperatively determine if there are to be any deviations from default methods or input data, such as alternative population projections.

### B. ODOT Responsibilities

1. ODOT will consult with the MPO to determine what models will be used for each project and which Party will conduct the modeling.
2. ODOT will allow the MPO one month to perform the modeling if the MPO can do so. ODOT may authorize a longer time frame for the MPO to perform the modeling and will determine the time frame based on the project schedule or the modeling complexity.
3. ODOT will transmit a full working copy of the updated model to the MPO whenever ODOT substantially changes the model. A substantial change and the content of the submission is defined in the MPO Manual.
4. ODOT will transmit a traffic assignment model to the MPO in each SFY that ODOT enacts model updates unless it has transmitted a full working copy of the updated



model to the MPO in the same year. The content of the submission is defined in the MPO Manual.

5. ODOT will transmit the model inputs and outputs to the MPO whenever ODOT conducts modeling for a specific ODOT project. The content of the submission is defined in the MPO Manual. ODOT will maintain the model and its inputs used for project modeling requests for at least one year (or as agreed upon for the project). ODOT will consult with the MPO and the Public Transit Operator(s) on additional analysis needs and alternatives during the project development process.
6. ODOT will allow the MPO two weeks to do the project-specific modeling for use in Design Traffic Forecasts or planning studies if the MPO has maintained the project modeling and is able to provide consistent modeling results as needed. ODOT may authorize a longer time frame based on the project schedule or the modeling complexity.
7. ODOT may modify the MPO travel demand model to meet its specific planning purposes. When such modifications are made, ODOT will: 1) provide a written list of the modifications to the MPO; and 2) not portray the modified model publicly or privately as the MPO travel demand model, unless prior written consent is provided by the MPO.
8. ODOT and/or its consultants will perform any travel demand modeling in the region consistent with the regional travel demand model.
9. In order to reflect the most complete information possible, ODOT will supply traffic counts, trip distribution estimates, trip assignments, crash data, and information concerning detected bottlenecks or delays on the state system and will supply the information on an as-needed basis. This does not preclude the MPO from collecting additional information.
10. ODOT will support a travel demand model users' group to provide ongoing coordination with modelers in the planning partner agencies, local governments, and their consultants.

### **C. The MPO Responsibilities**

1. The MPO will perform model runs unless otherwise agreed to in writing.
2. The MPO will transmit a full working copy of the updated model to ODOT whenever the MPO substantially changes the model. A substantial change and the content of the submission is defined in the MPO Manual.
3. The MPO will transmit a traffic assignment model to ODOT in each SFY that the MPO enacts model updates unless it has transmitted a full working copy of the

updated model to ODOT in the same year. The content of the submission is defined in the MPO Manual.

4. The MPO will transmit the model inputs and outputs to ODOT whenever the MPO performs modeling for a specific ODOT project. The content of the submission is defined in the MPO Manual. The MPO will maintain the model and its inputs used for project modeling requests for at least one year (or as agreed upon for the project). The MPO will consult with ODOT and the Public Transit Operator(s) on additional analysis needs and alternatives during the project development process.
5. The MPO will develop, maintain, and update the regional travel demand model that is used for the MTP and TIP, transportation studies, and for evaluating transportation-related air quality impacts within the MPA (if applicable).
6. The MPO will consult with ODOT regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model.
7. The MPO will provide the model and information from the model to ODOT for planning purposes. The regional travel demand model developed by the MPO for these purposes will be used for the purposes of regional transportation planning, programming, and air-quality conformity analysis. Data requests from ODOT for model information will be jointly coordinated and processed according to the MPO's established data request policy.
8. The MPO will utilize the regional travel demand model for evaluating the performance of the region's transportation system and to assess proposed strategies for the MTP and TIP. The MPO will also utilize the regional travel demand model for environmental justice analyses and, if applicable, air quality analyses.
9. The MPO will provide information from the regional travel demand model to support studies and other analyses by ODOT and the Public Transit Operator(s).
10. The MPO will assist ODOT and the Public Transit Operator(s) in reviewing modeling approaches for consistency with the regional travel demand model.

#### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will consult with ODOT and the MPO on additional analysis needs and alternatives during the iterative design process.
2. The Public Transit Operator(s) and/or its consultants will perform any travel demand modeling in the region consistent with the regional travel demand model.

3. The Public Transit Operator(s) will share available boarding/alighting and route specific ridership data as needed, including on-board survey data. If data is not available, the Public Transit Operator(s) will coordinate with the MPO to acquire data to support travel demand modeling needs.

## VIII. Air Quality Conformity

### A. General Responsibilities

Transportation conformity is required by Clean Air Act Section 176(c) (42 U.S.C. 7506(c)) to ensure that federal funding and approval are given to highway and transit projects that are consistent with—"conform to"—the air quality goals established by the Ohio Environmental Protection Agency's State Implementation Plan (SIP). For ODOT and the MPO, conformity means that transportation activities that compose the MTP and S/TIP will not cause new air quality violations, worsen existing violations, or delay timely attainment of the National Ambient Air Quality Standards (NAAQS). Conformity requirements apply in areas that either do not meet or previously have not met NAAQS. It is the responsibility of both the MPO and ODOT to participate in the conformity process to meet the NAAQS for any non-attainment or maintenance region.

1. The Parties and other metropolitan planning organizations in the air quality region will cooperatively determine the need to initiate an air quality conformity process.
2. The Parties will fulfill their roles and responsibilities for interagency consultation as documented in the current SIP MOU.
3. The Parties and other project sponsors will work cooperatively to define the design concept and scope of projects in the MTP and TIP to conduct regional emissions analyses.

### B. ODOT Responsibilities

1. ODOT will use the latest planning assumptions and emissions model when conducting regional emissions analyses.
2. ODOT will transmit formal requests for new regional conformity determinations to FHWA.
3. ODOT will provide the MPO staff with a copy of the USDOT conformity letter.

### **C. The MPO Responsibilities**

1. The MPO will initiate the conformity process and prepare documentation describing the transportation action prompting the need for a new conformity determination.
2. The MPO will document the procedures and parameters by which conformity will be established as determined through interagency consultation and distribute them to all involved parties for concurrence.
3. The MPO will use the latest planning assumptions and emissions model when conducting regional emissions analyses.
4. The MPO will coordinate public participation in the conformity determination consistent with the MPO's Public Participation Plan.
5. The MPO will document within a resolution that it has determined the conformity of its plans and programs to the SIP and will provide that documentation with its request to ODOT for a USDOT conformity determination.
6. The MPO will send requests for a USDOT conformity determination to ODOT. The request will include documentation of planning, conformity, and public participation and the resolution(s).

### **D. The Public Transit Operator(s) Responsibilities**

See General Responsibilities in Section A.

## **IX. Coordinated Public Transit-Human Services Transportation Plan**

Areas must have a Coordinated Public Transit-Human Service Transportation Plan (Coordinated Plan) to be eligible to expend FTA Section 5310 funds.

### **A. General Responsibilities**

1. The Parties will work cooperatively to ensure that the extent of the MPA has a Coordinated Plan(s) that satisfies the eligibility requirements for FTA Section 5310 funds.
2. The Parties will integrate the applicable Coordinated Plan(s) with the transportation planning activities that include the MPA.
3. The Parties will work cooperatively to develop, review, and update the Coordinated Plan(s) that include the MPA as needed.

## **X. Public Participation Plan**

### **A. General Responsibilities**

The MPO will develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

### **B. ODOT Responsibilities**

1. ODOT will cooperate with the MPO and the Public Transit Operator(s) to develop and maintain the Public Participation Plan for use in the metropolitan planning process.
2. To coordinate effective planning and programming activities, ODOT, to the maximum extent practicable, will coordinate public information efforts with the MPO and the Public Transit Operator(s), and seek joint opportunities for public involvement.
3. ODOT will use strategies from the Public Participation Plan as part of planning studies and project development activities in the MPA.

### **C. The MPO Responsibilities**

1. The MPO will cooperate with ODOT and the Public Transit Organization(s) to develop and maintain the Public Participation Plan for use in the metropolitan planning process.
2. The MPO will initiate periodic reviews of the effectiveness of the Public Participation Plan strategies and may suggest updates to the Public Participation Plan in cooperation with ODOT and the Public Transit Organization(s).
3. The MPO will follow the Public Participation Plan in its planning and programming work so that the public is adequately and appropriately engaged in planning and project development activities in the MPA.
4. To coordinate effective planning and programming activities, the MPO, to the maximum extent practicable, will coordinate public information efforts with

ODOT and the Public Transit Organization(s), and seek joint opportunities for public involvement.

#### **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will cooperate with ODOT and the MPO to develop and maintain the Public Participation Plan for use in the metropolitan planning process.
2. The Public Transit Operator(s) will use strategies from the Public Participation Plan as part of planning studies and project development activities in the MPA.
3. To coordinate effective planning and programming activities, the Public Transit Operator, to the maximum extent practicable, will coordinate public information efforts with ODOT and the MPO, and seek joint opportunities for public involvement.

### **XI. Coordinating Planning Processes Across MPA Boundaries**

#### **A. General Responsibilities**

If more than one metropolitan planning organization has been designated to serve an urbanized area, the metropolitan transportation planning processes will be coordinated to assure the development of consistent MTPs and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. The metropolitan transportation planning processes for affected metropolitan planning organizations should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs.

1. The Parties will share available information, such as GIS layers, shapefiles, databases, and other applicable electronic data along common boundaries for the purpose of travel demand model development, calibration, and other analytical applications as requested, practicable, and subject to agency-level policies, procedures, and agreements.
2. The Parties will coordinate the collection and analysis of data regarding travel patterns to, through, and among adjacent MPAs. Examples include traffic counts, household surveys, “big data” acquisition (e.g., cell phone origin-destination data or travel speed data).
3. The Parties will share and coordinate the latest estimates, projections, and planning assumptions related to population, employment, land use, travel,

transit, congestion, and economic activity for long-range planning applications, such as congestion management processes.

4. The Parties will exchange information and expertise in matters of mutual concern. This includes each agency ensuring the notification of, and participation in, meetings concerned with matters of mutual interest, and collaboration on projects and studies with other parties that share transportation corridors, service routes, and assets spanning MPA boundaries.

## **B. ODOT Responsibilities**

See General Responsibilities in Section A.

## **C. The MPO Responsibilities**

1. The MPO retains responsibility and authority for the metropolitan planning process carried out in its MPA.
2. The MPO will conduct cross-boundary coordination of matters affecting the Congestion Management Process, including monitoring activities and the sharing of relevant data (e.g., traffic counts, park and ride facilities, and transit use to and from adjoining MPAs).

## **D. The Public Transit Operator(s) Responsibilities**

1. The Public Transit Operator(s) will coordinate with relevant metropolitan planning organizations as appropriate to share service information, ridership data, and other data for use in the planning process, including in the congestion management process.
2. The Public Transit Operator(s) will coordinate with relevant metropolitan planning organizations on planning and programming for investments, including services, that cross MPA boundaries.

## **XII. Updating, Modifying, or Terminating the MOU**

This MOU constitutes the mutual responsibilities for carrying out the metropolitan transportation planning process per 23 CFR 450.314. Any changes or modifications to this MOU shall be made and agreed to in writing by all Parties.



### XIII. Signatures

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

Any Party hereto may deliver a copy of its counterpart signature page to this MOU via fax or e-mail. Each Party hereto shall be entitled to rely upon a facsimile signature of any other Party delivered in such a manner as if such signature were an original.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Signatures:**

|   |  |
|---|--|
| <b>KYOVA Interstate Planning Commission</b>   | <b>Ohio Department of Transportation</b> |
| X  | X  |
| Chris Chiles<br>Executive Director  | Pamela Boratyn<br>Director               |
| Date: 10/08/2024  | Date:                                    |

|   |  |
|---|--|
| <b>Lawrence County Transit</b>  |  |
| X  |  |
| Mike Payne,<br>Public Transportation / Senior Services Director                       |  |
| Date: 10-15-24  |  |

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-9 MOA for Transportation Planning Process**

**Between KYTC/KYOVA/ City of Ashland–ABS**

*Final  
origin*

AN ORDINANCE OF THE CITY OF KENTUCKY, AUTHORIZING AND DIRECTING STEPHEN E. GILMORE, MAYOR, TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE KENTUCKY TRANSPORTATION CABINET, CITY OF ASHLAND, KENTUCKY AND KYOVA INTERSTATE PLANNING COMMISSION REGARDING THE METROPOLITAN TRANSPORTATION PLANNING PROCESS (MPO).

\*\*\*\*\*

BE IT ORDAINED BY THE CITY OF ASHLAND, KENTUCKY:

SECTION 1. That Stephen E. Gilmore, Mayor of the City of Ashland, Kentucky be and is hereby authorized and directed to execute a Memorandum of Agreement between the Kentucky Transportation Cabinet, the City of Ashland, Kentucky and the KYOVA Interstate Planning Commission regarding the Metropolitan Transportation Planning Process. A copy of said Memorandum of Agreement is attached hereto and made a part hereof by reference.

SECTION 2. All ordinances of the City of Ashland and any parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption, readoption and publication, as required by law.

SECTION 4. It is hereby authorized that publication of this ordinance be in summary form.

*Stephen E. Gilmore*  
MAYOR

ATTEST:

*Susan Maddix*  
CITY CLERK

ADOPTED BY THE BOARD OF COMMISSIONERS:  
READOPTED BY THE BOARD OF COMMISSIONERS:  
PUBLISHED:

FEB 22 2018  
MAR 8 2018

REQUESTED/SPONSORED BY: TONY D. GRUBB, FINANCE DIRECTOR

**MEMORANDUM OF AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET,  
CITY OF ASHLAND,  
AND  
KYOVA INTERSTATE PLANNING COMMISSION;  
METROPOLITAN TRANSPORTATION PLANNING PROCESS**

This Memorandum of Agreement (MOA), made and entered into by and between the KYOVA Interstate Planning Commission (hereinafter referred to as the MPO), the City of Ashland (hereinafter referred to the CITY), and the Kentucky Transportation Cabinet (hereinafter referred to as KYTC), which are collectively hereinafter referred to as the AGENCIES,

**WITNESSETH**

**WHEREAS**, the MPO is the designated metropolitan planning organization for the Kentucky portion of the Huntington-Ashland-Ironton urbanized area; and

**WHEREAS**, the CITY is a provider of public transit serving the metropolitan planning area (MPA); and

**WHEREAS**, 23 C.F.R. §450.314 requires the MPO(s), state(s), and providers of public transportation serving an MPA to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process and identify those responsibilities in written agreements,

**NOW THEREFORE**, the AGENCIES hereby agree as follows:

**Section 1. Geographic Scope:** As of the effective date of this MOA, the Kentucky portion of the MPA for the Huntington-Ashland-Ironton urbanized area includes all of Boyd and Greenup Counties. The Kentucky portion of the MPA may be expanded in the future, to the extent necessary to encompass the minimum MPA required by the Code of Federal Regulations, without requiring an amendment to this MOA. The MPO is responsible for carrying out the provisions of 23 U.S.C. §134 for the Kentucky portion of the MPA, which is hereinafter referred to as the MPO area.

**Section 2. Performance-Based Transportation Planning & Programming:** The MPO will carry out a performance-based metropolitan transportation planning process for the MPO area in cooperation and consultation with KYTC and the CITY. Performance measures will be tracked and reported in accordance with applicable laws and regulations.

The AGENCIES mutually agree to share available data related to performance measurement and target setting with each other, subject to the policies and procedures of each

agency and any restrictions on the data. Examples of such data include but are not limited to traffic counts, travel times/speeds, socioeconomic data, transit ridership data and infrastructure condition measures. KYTC will normally collect any data required for its state asset management plan for the National Highway System. If KYTC requests the MPO to collect data for the state asset management plan, the data collection process will be determined cooperatively with the MPO.

KYTC will notify the MPO upon the establishment and/or modification of statewide targets for performance measures required by the Code of Federal Regulations. The MPO will plan and program projects that contribute to the achievement of KYTC's statewide targets and/or commit to quantifiable targets. Any quantifiable targets to which the MPO chooses to commit will be approved by the MPO within the timeframe established by the Code of Federal Regulations and reported to KYTC upon approval. If the MPO does not report a quantifiable target for a performance measure to KYTC, it will be understood that the MPO agrees to plan and program projects so that they contribute toward the accomplishment of KYTC's target for that performance measure. Performance to be used in tracking progress toward attainment of critical outcomes will be reported in the Metropolitan Transportation Plan.

**Section 3. Participation Plan:** In compliance with all applicable laws and regulations, the MPO will maintain a Participation Plan which outlines a formal public involvement process, including public notice and comment periods. The MPO will follow the Participation Plan as a part of all metropolitan transportation planning initiatives and will update the Participation Plan as needed.

**Section 4. Metropolitan Transportation Plan (MTP):** In cooperation and coordination with KYTC, the CITY, and other agency partners, the MPO will develop and maintain a financially reasonable MTP in compliance with all applicable laws and regulations.

The MPO will select an initial list of projects to include in the MTP in consultation with KYTC, the CITY, and other agency partners. The initial list of MTP projects will be confirmed, supplemented or revised based on public input received during the public comment period as specified in the MPO's Participation Plan. The MPO will receive and address all comments and include documentation in the final MTP.

KYTC and the CITY will provide the MPO with sufficient details, including location, description and cost for projects that they have proposed or endorsed for inclusion in the MTP

and may, at their discretion, provide the MPO with cost estimates for projects proposed by the MPO or other agency partners.

At the request of the MPO, KYTC will provide the following information to the MPO:

- Preliminary system-level estimates of costs necessary to adequately operate and maintain the Federal-aid highway system within the MPO area.
- State and federal funds estimated to be available for highway construction and maintenance within the MPO area for each year within the time horizon covered by the MTP.
- Estimated construction cost inflation rate over the time horizon covered by the MTP.

The MPO will prepare necessary amendments and/or administrative modifications to the MTP that will include project location and description, cost estimates, and impact on fiscal constraint, if applicable. Amendments and administrative modifications will follow the procedures outlined in the MPO's Participation Plan.

**Section 5. Transportation Improvement Program (TIP):** In cooperation and coordination with KYTC, the CITY, and other agency partners, the MPO will develop, approve, and maintain a TIP. The TIP will be consistent with, and updated at least at the frequency required by, all applicable laws and regulations.

The TIP will explicitly demonstrate fiscal constraint for projects using funds dedicated to the urbanized area(s) served by the MPO. For projects using other state and/or federal funds, fiscal constraint will be determined at the state level and demonstrated in the Statewide TIP.

At the request of the MPO, KYTC will provide cost estimates for projects proposed or endorsed by KYTC. KYTC may, at its discretion, provide cost estimates for projects proposed by other agencies. The MPO will amend or modify the TIP as needed to include new projects and/or changes to existing projects.

**Section 6. Annual Listing of Obligated Projects:** Following the end of each fiscal year, the MPO will develop an Annual Listing of Obligated Projects for the fiscal year in accordance with all applicable laws and regulations. KYTC will provide information to the MPO on funds obligated under 23 U.S.C. for the MPO area. The MPO will obtain information on funds obligated under 49 U.S.C. Chapter 53 from available sources such as transit agencies and will prepare an annual listing of obligated projects. The MPO will provide the annual listing of obligated projects to KYTC in time for KYTC to submit the listing to United States Department of Transportation by the federal deadline.

**Section 7. Unified Planning Work Program:** The MPO will prepare a Unified Planning Work Program (UPWP) based on anticipated funding levels. The MPO will submit a copy to all applicable parties for review and determination of eligibility, in accordance with schedules and document routing requirements established by KYTC. The MPO will coordinate with KYTC, the CITY, and other agency partners to determine appropriate work tasks and funding levels to include in the UPWP.

The MPO will coordinate with the CITY in the development and submittal of the FTA 5303 application. The MPO will be responsible for providing the local match to FTA 5303 funds unless otherwise negotiated.

**Section 8. Transit Coordination:** The MPO will coordinate with the CITY and other transit providers on matters related to public transportation as they pertain to the metropolitan transportation planning process and to ensure that transit-related projects are included in the TIP.

**Section 9. Dispute Resolution:** Any disputes between the AGENCIES not resolved by the terms of this MOA, which cannot be resolved between the staffs of the AGENCIES and/or MPO committee members, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative, whose decision shall be final. The Federal Highway Administration, Federal Transit Administration and any other relevant agencies will be consulted throughout the dispute resolution process, as needed, and their input will be taken into consideration in attempting to resolve disputes.

**Section 10. Effective Date:** The effective date of this MOA is the date by which all required parties have signed the MOA.

**Section 11. Termination and Modification:** It is the intent of the AGENCIES to carry out the metropolitan transportation planning process on a continuing basis. This MOA will remain in effect until terminated or replaced by a new MOA. Any agency subject to this MOA may withdraw from the MOA by giving thirty (30) days written notice to all other agencies subject to the MOA. In the event that an agency withdraws from this MOA, the rights and responsibilities of the remaining agencies will remain unchanged with respect to each other until this MOA is amended or replaced.

In the event that this MOA requires modification for any reason, the required modifications may be accomplished through the execution of a letter modification or supplemental agreement between all agencies subject to this agreement.

This MOA may be replaced with a new MOA at any time upon the written consent of all remaining signatory agencies. In the event that this MOA is replaced with a new MOA, this MOA will become null and void when the new MOA goes into effect.

**Section 12. Applicable Laws:** This MOA shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, the United States of America, and the Commonwealth of Kentucky.

**IN TESTIMONY WHEREOF**, the parties have hereto caused this MOA to be executed upon signature by their proper officers and representatives:

**KYOVA INTERSTATE  
PLANNING COMMISSION**

Robert E. Pasley  
**POLICY COMMITTEE CHAIRPERSON**

DATE: 4/27/18

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

[Signature]  
**SECRETARY, TRANSPORTATION  
CABINET**

DATE: 4/17/18

**CITY OF ASHLAND**

Stephen E. Johnson  
**MAYOR**

DATE: 3-8-18

**APPROVED AS TO FORM & LEGALITY**

Dr. Ann D'Angelo  
**OFFICE OF LEGAL SERVICES  
TRANSPORTATION CABINET**

DATE: 3/29/18

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-10 Transit MOU**

Between TTA/KYOVA - Transit

## MEMORANDUM OF UNDERSTANDING BETWEEN THE TRI-STATE TRANSIT AUTHORITY AND THE KYOVA INTERSTATE PLANNING COMMISSION

THIS MEMORANDUM OF UNDERSTANDING, made and entered as of this 2nd day of March, 2015 between the Tri-State Transit Authority and KYOVA Interstate Planning Commission, hereinafter referred to as KYOVA, for the purpose of specifying the cooperative procedures for carrying out transit related planning and programing responsibilities in the Huntington, WV-KY-OH Urbanized Area, hereinafter referred to as the metropolitan planning area, as required by Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) was signed into law on July 6, 2012 for a 27 month period until September 31, 2014 which an extension (The Highway and Transportation Funding Act of 2014) through May 31, 2015; Section 134 of Title 33 of the United States code, section of the Federal Transit Act, as amended, CFR part 450, Subpart C; 49 CFR Part 613.100, Subpart A; and is in accordance with the constitution and statutes of the state of West Virginia/Kentucky/Ohio.

NOW, THEREFORE, the Tri-State Transit Authority and KYOVA do hereby agree as follows:

### ARTICLE I – TRANSIT PLANNING AND PROGRAMMING

- The Tri-State Transit Authority shall participate as a voting member in the metropolitan planning and programming process established for the metropolitan area as per an agreement dated November 1, 1976 between KYOVA, (State DOT), and the Tri-State Transit Authority. This process shall include a periodic consideration of mass transit management and service alternatives for the metropolitan area in cooperative manner prior to the endorsement of the transit development program updated by KYOVA.
- The Tri-State Transit Authority and KYOVA shall coordinate responsibilities for the conduct of transit planning and programming in the Huntington, WV-KY-OH Urbanized Area.
- The Tri-State Transit Authority shall be responsible for administrative and operational requirements relating to maintaining certification to receive federal and state mass transit financial assistance.
- The Tri-State Transit Authority shall be responsible for providing KYOVA with annual update information for the Tri-State Transit Authority Financial Capacity Assessment, including an estimate of anticipated capital and operating funds necessary to support transit service levels identified in the Transit Development Program. This information will be used by KYOVA and the Tri-State Transit Authority to develop the transit element of the financially constrained Transportation Improvement Program (TIP) and the long-range transportation plan.
- The Tri-State Transit Authority shall be supportive of a protective public involvement process measured with its participation in the metropolitan transportation planning process and its administration of federal and state mass transit funds.
- KYOVA, in cooperation with Tri-State Transit Authority, shall be responsible for providing direction for the update and approval of the Transit Development Program for the Huntington, WV-KY-OH Urbanized Area. The Tri-State Transit Authority and KYOVA shall cooperate to develop a locally acceptable transit development program which serves the needs of the Huntington, WV-KY-OH Urbanized Area as defined by the metropolitan transportation planning process. The transit capital and operating projects selected for inclusion in the transit

development program shall be made part of the Program of Projects (POP) for inclusion in the transit element of the Metropolitan Transportation Improvement Program (TIP).

ARTICLE II – METROPOLITAN PLANNING AREA BOUNDARY

The metropolitan planning and programming process shall, at a minimum, cover the urbanized area as designated by the U.S. Bureau of the Census, and the contiguous geographic area likely to become urbanized within the next 20-year period covered by the transportation plan. The metropolitan transportation planning boundary shall include all areas designated as non-attainment or maintenance for transportation related pollutants under the Clean Air Act as determined by the U.S. Environmental Protection Agency (EPA). The Metropolitan Study Area shall include Cabell, Wayne and a portion of Putnam County in West Virginia, Boyd and Greenup counties, Kentucky and Lawrence County, Ohio.

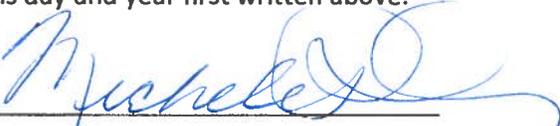
This Memorandum of Understanding shall be terminated upon the occurrence of any of the following:

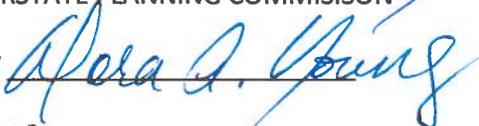
1. Expiration of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) as enacted on July 6, 2012 as Public Law 112-141, a 27 month period with a current extension of the Highway and Transportation Funding Act of 2014 which extends MAP-21 until May 31, 2014, or Section 134 of Title 23 of the United States Code and any subsequent highway transportation bill.
2. The Tri-State Transit Authority withdraws from the metropolitan planning organization with the consensus of the Policy Board majority giving no less than one hundred eighty (180) days written notice to the other party.

ARTICLE III – AMENDMENTS

Amendments to this MEMORANDUM OF UNDERSTANDING, as mutually agreed, may be made by written agreement between the parties of the MEMORANDUM OF UNDERSTANDING.

IN WITNESS WHEREOF, The concerned parties have executed this MEMORANDUM OF UNDERSTANDING in this day and year first written above.

  
 MICHELE P. CRAIG, EXECUTIVE DIRECTOR  
 KYOVA INTERSTATE PLANNING COMMISISON

WITNESS BY 

  
 (AGENCY REPRESENTATIVE, TITLE)  
 AGENCY NAME

WITNESS BY 

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-11 Transit MOA**

Between ABS and KYOVA

## MEMORANDUM OF UNDERSTANDING BETWEEN THE ASHLAND BUS SYSTEM AND THE KYOVA INTERSTATE PLANNING COMMISSION

THIS MEMORANDUM OF UNDERSTANDING, made and entered as of this 23 day of March, 2015 between the Ashland Bus System and KYOVA Interstate Planning Commission, hereinafter referred to as KYOVA, for the purpose of specifying the cooperative procedures for carrying out transit related planning and programing responsibilities in the Huntington, WV-KY-OH Urbanized Area, hereinafter referred to as the metropolitan planning area, as required by Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) was signed into law on July 6, 2012 for a 27 month period until September 31, 2014 which an extension (The Highway and Transportation Funding Act of 2014) through May 31, 2015; Section 134 of Title 23 of the United States code, section of the Federal Transit Act, as amended, CFR part 450, Subpart C; 49 CRF Part 613.100, Subpart A; and is in accordance with the constitution and statutes of the state of West Virginia/Kentucky/Ohio.

NOW, THEREFORE, the Ashland Bus System and KYOVA do hereby agree as follows:

### ARTICLE I – TRANSIT PLANNING AND PROGRAMMING

- The Ashland Bus System shall participate as a voting member in the metropolitan planning and programming process established for the metropolitan area as per an agreement beginning July 1, 2013, between KYOVA, Kentucky Transportation Cabinet, and the Ashland Bus System. This process shall include a periodic consideration of mass transit management and service alternatives for the metropolitan area in cooperative manner prior to the endorsement of the transit development program updated by KYOVA.
- The Ashland Bus System and KYOVA shall coordinate responsibilities for the conduct of transit planning and programming in the Huntington, WV-KY-OH Urbanized Area.
- The Ashland Bus System shall be responsible for administrative and operational requirements relating to maintaining certification to receive federal and state mass transit financial assistance.
- The Ashland Bus System shall be responsible for providing KYOVA with annual update information for the Ashland Bus System Financial Capacity Assessment, including an estimate of anticipated capital and operating funds necessary to support transit service levels identified in the Transit Development Program. This information will be used by KYOVA and the Ashland Bus System to develop the transit element of the financially constrained Transportation Improvement Program (TIP) and the long-range transportation plan.
- The Ashland Bus System shall be supportive of a protective public involvement process measured with its participation in the metropolitan transportation planning process and its administration of federal and state mass transit funds.
- KYOVA, in cooperation with Ashland Bus System, shall be responsible for providing direction for the update and approval of the Transit Development Program for the Huntington, WV-KY-OH Urbanized Area. The Ashland Bus System and KYOVA shall cooperate to develop a locally acceptable transit development program which serves the needs of the Huntington, WV-KY-OH Urbanized Area as defined by the metropolitan transportation planning process. The transit capital and operating projects selected for inclusion in the transit development program shall be

made part of the Program of Projects (POP) for inclusion in the transit element of the Metropolitan Transportation Improvement Program (TIP).

ARTICLE II – METROPOLITAN PLANNING AREA BOUNDARY

The metropolitan planning and programming process shall, at a minimum, cover the urbanized area as designated by the U.S. Bureau of the Census, and the contiguous geographic area likely to become urbanized within the next 20-year period covered by the transportation plan. The metropolitan transportation planning boundary shall include all areas designated as non-attainment or maintenance for transportation related pollutants under the Clean Air Act as determined by the U.S. Environmental Protection Agency (EPA). The Metropolitan Study Area shall include Cabell, Wayne and a portion of Putnam County in West Virginia, Boyd and Greenup counties, Kentucky and Lawrence County, Ohio.

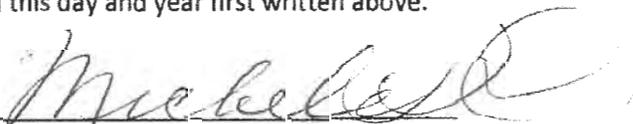
This Memorandum of Understanding shall be terminated upon the occurrence of any of the following:

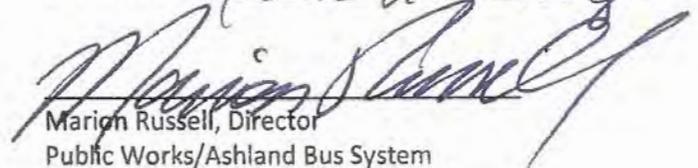
1. Expiration of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) as enacted on July 6, 2012 as Public Law 112-141, a 27 month period with a current extension of the Highway and Transportation Funding Act of 2014 which extends MAP-21 until May 31, 2015, or Section 134 of Title 23 of the United States Code and any subsequent highway transportation bill.
2. The Ashland Bus System withdraws from the metropolitan planning organization with the consensus of the Policy Board majority giving no less than one hundred eighty (180) days written notice to the other party.

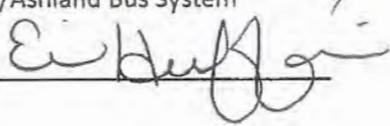
ARTICLE III – AMENDMENTS

Amendments to this MEMORANDUM OF UNDERSTANDING, as mutually agreed, may be made by written agreement between the parties of the MEMORANDUM OF UNDERSTANDING.

IN WITNESS WHEREOF, The concerned parties have executed this MEMORANDUM OF UNDERSTANDING in this day and year first written above.

  
 MICHELE P. CRAIG, EXECUTIVE DIRECTOR  
 KYOVA INTERSTATE PLANNING COMMISSION

WITNESS BY   
  
 Marion Russell, Director  
 Public Works/Ashland Bus System

WITNESS BY 

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-12 Transit MOU**

**Between LCT and KYOVA**

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE LAWRENCE COUNTY TRANSIT AND THE KYOVA INTERSTATE PLANNING COMMISSION**

THIS MEMORANDUM OF UNDERSTANDING, made and entered as of this 18th day of March, 2015 between the Lawrence County Transit and KYOVA Interstate Planning Commission, hereinafter referred to as KYOVA, for the purpose of specifying the cooperative procedures for carrying out transit related planning and programming responsibilities in the Huntington, WV-KY-OH Urbanized Area, hereinafter referred to as the metropolitan planning area, as required by Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) was signed into law on July 6, 2012 for a 27 month period until September 31, 2014 which an extension (The Highway and Transportation Funding Act of 2014) through May 31, 2015; Section 134 of Title 33 of the United States code, section of the Federal Transit Act, as amended, CFR part 450, Subpart C; 49 CFR Part 613.100, Subpart A; and is in accordance with the constitution and statutes of the state of West Virginia/Kentucky/Ohio.

NOW, THEREFORE, the Lawrence County Transit and KYOVA do hereby agree as follows:

### **ARTICLE I – TRANSIT PLANNING AND PROGRAMMING**

- The Lawrence County Transit shall participate as a voting member in the metropolitan planning and programming process established for the metropolitan area as per an agreement dated November 1, 1976 between KYOVA, (State DOT), and The Lawrence County Transit. This process shall include a periodic consideration of mass transit management and service alternatives for the metropolitan area in cooperative manner prior to the endorsement of the transit development program updated by KYOVA.
- The Lawrence County Transit and KYOVA shall coordinate responsibilities for the conduct of transit planning and programming in the Huntington, WV-KY-OH Urbanized Area.
- The Lawrence County Transit shall be responsible for administrative and operational requirements relating to maintaining certification to receive federal and state mass transit financial assistance.
- The Lawrence County Transit shall be responsible for providing KYOVA with annual update information for the Lawrence County Transit Financial Capacity Assessment, including an estimate of anticipated capital and operating funds necessary to support transit service levels identified in the Transit Development Program. This information will be used by KYOVA and the Lawrence County Transit to develop the transit element of the financially constrained Transportation Improvement Program (TIP) and the long-range transportation plan.
- The Lawrence County Transit shall be supportive of a protective public involvement process measured with its participation in the metropolitan transportation planning process and its administration of federal and state mass transit funds.
- KYOVA, in cooperation with The Lawrence County Transit, shall be responsible for providing direction for the update and approval of the Transit Development Program for the Huntington, WV-KY-OH Urbanized Area. The Lawrence County Transit and KYOVA shall cooperate to develop a locally acceptable transit development program which serves the

needs of the Huntington, WV-KY-OH Urbanized Area as defined by the metropolitan transportation planning process. The transit capital and operating projects selected for inclusion in the transit development program shall be made part of the Program of Projects (POP) for inclusion in the transit element of the Metropolitan Transportation Improvement Program (TIP).

## ARTICLE II – METROPOLITAN PLANNING AREA BOUNDARY

The metropolitan planning and programming process shall, at a minimum, cover the urbanized area as designated by the U.S. Bureau of the Census, and the contiguous geographic area likely to become urbanized within the next 20-year period covered by the transportation plan. The metropolitan transportation planning boundary shall include all areas designated as non-attainment or maintenance for transportation related pollutants under the Clean Air Act as determined by the U.S. Environmental Protection Agency (EPA). The Metropolitan Study Area shall include Cabell, Wayne and a portion of Putnam County in West Virginia, Boyd and Greenup counties, Kentucky and Lawrence County, Ohio.

This Memorandum of Understanding shall be terminated upon the occurrence of any of the following:

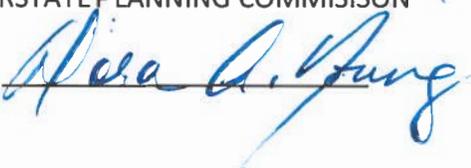
1. Expiration of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) as enacted on July 6, 2012 as Public Law 112-141, a 27 month period with a current extension of the Highway and Transportation Funding Act of 2014 which extends MAP-21 until May 31, 2014, or Section 134 of Title 23 of the United States Code and any subsequent highway transportation bill.
2. The Lawrence County Transit withdraws from the metropolitan planning organization with the consensus of the Policy Board majority giving no less than one hundred eighty (180) days written notice to the other party.

## ARTICLE III – AMENDMENTS

Amendments to this MEMORANDUM OF UNDERSTANDING, as mutually agreed, may be made by written agreement between the parties of the MEMORANDUM OF UNDERSTANDING.

IN WITNESS WHEREOF, The concerned parties have executed this MEMORANDUM OF UNDERSTANDING in this day and year first written above.

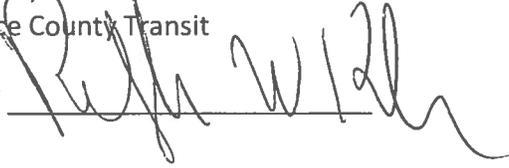
  
MICHELE P. CRAIG, EXECUTIVE DIRECTOR  
KYOVA INTERSTATE PLANNING COMMISSISON

WITNESS BY 



Michael Payne, Director  
The Lawrence County Transit

WITNESS BY



# **KYOVA Interstate Planning Commission Planning Agreements**

Attachment D-13  
Transit MOU - Deviated Fixed Route for LCT

Between LCPA/KYOVA/LCCA

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAWRENCE COUNTY PORT AUTHORITY (LAWRENCE COUNTY TRANSIT), KYOVA INTERSTATE PLANNING COMMISSION, AND THE LAWRENCE COUNTY COMMUNITY ACTION AGENCY FOR THE IMPLEMENTATION OF NEW DEVIATED FIXED ROUTE SHUTTLE SERVICE UTILIZING CONGESTION MITIGATION AIR QUALITY (CMAQ) FUNDING.**

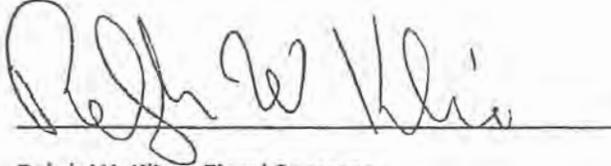
As agreed on the 15<sup>th</sup> day of July, 2017 the following points constitute an Agreement between the Lawrence County Transit (LCT), KYOVA Interstate Planning Commission (KYOVA), and the Lawrence County Community Action Organization (LCCAO – as an administrative party) for the operation for a new deviated fixed route shuttle service that targets daily commuters between major employers and universities between the three principle cities of Ironton, Ohio, Ashland, Kentucky, and Huntington, West Virginia. The new service is being designed after 3-years of Lawrence County Transit operations and observations for the Ohio Valley Commuter Express Bus Service. These new routes will increase frequencies and incorporate shuttle service components and accommodations such as Wi-Fi and bicycle transport racks to accommodate daily commuters to such locations as area universities, retail, entertainment, and major employers. This new shuttle service will provide the Tri-State a service that expands the previous commuter service and pin points employees with their employers, retailers, and universities across the region.

1. In 2007, LCT was selected by the Federal Transit Administration (FTA), Ohio Department of Transportation, and KYOVA to be a Designated Recipient of Federal Mass Transit funding.
2. LCT currently operates a public transportation program with FTA Section 5307 funding and intends to establish a new deviated fixed route shuttle service that targets daily commuters between major employers and universities between the three principle cities of Ironton, Ohio; Ashland, Kentucky; and Huntington, West Virginia
3. KYOVA has committed \$1,035,000 to support LCT's new deviated fixed route shuttle service and planning for five (5) years using KYOVA's Congestion Mitigation and Air Quality (CMAQ) sub allocation funds including local funds (\$931,500) for operation support and LCT FTA Section 5307 funds (\$103,500) for planning operation to be conducted by KYOVA.

4. LCT will pay KYOVA \$103,500 from its FTA Section 5307 funds at a rate of \$20,700 per year for five (5) consecutive years based on quarterly payments or until paid funds are expended, with the understanding that LCT will provide the local match required for FTA Section 5307 funds.
5. LCT will use the CMAQ funds to cover the operating costs of the new deviated fixed route shuttle service that targets daily commuters between major employers and universities between the three principle cities of Ironton, Ohio; Ashland, Kentucky; and Huntington, West Virginia.
6. LCT will provide the vehicles and all ancillary equipment necessary to operate the new deviated fixed route shuttle service.
7. LCT has contracted with the LCCAO to serve as the administrative party for the new deviated fixed route shuttle service described within this agreement.
8. LCT will meet all Local, State, and Federal requirements associated with the operation the CMAQ funded deviated fixed route shuttle service, including any necessary drug and alcohol testing, National Transit Database reporting, and other pertinent federal regulations.
9. The LCT will work closely with KYOVA and the LCCAO to ensure good communication and trust.
10. KYOVA will assist with transit operations planning, evaluation of transit services, provision of data and the creation of improvements to these services.
11. KYOVA will assist in the identification of potential grants and other funding sources for use by LCT.
12. KYOVA will provide information for LCT and LCCAO staff on federal compliance issues as they arise.
13. KYOVA will assist LCT and LCCAO staff with the implementation of purchasing service agreements with other agencies and organizations.

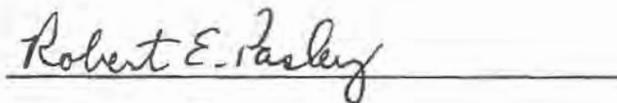
14. This agreement is intended to be in effect until amended. Major amendments may be made with the concurrent efforts of KYOVA and LCT. Minor amendments may be implemented directly by KYOVA and LCCAO.

Signatures:



Ralph W. Kline, Fiscal Secretary  
Lawrence County Port Authority

Date: 3/10/17



Robert Pasley, Chairman  
KYOVA Interstate Planning Commission

Date: 3/15/17



D.R. Gossett, Executive Director  
Lawrence County Community Action Organization

Date: 3/10/17

# **KYOVA Interstate Planning Commission Planning Agreements**

## **Attachment D-14 Section 5310 Program Administration MOU**

**Between KYOVA and TTA**

**MEMORANDUM OF UNDERSTANDING (MOU)  
AGREEMENT BETWEEN THE TRI-STATE TRANSIT AUTHORITY AND THE KYOVA INTERSTATE  
PLANNING COMMISSION FOR THE ADMINISTRATION OF THE FTA SECTION 5310 PROGRAM**

As agreed on the 25<sup>th</sup> day of April, 2014, the following points constitute an agreement between the KYOVA Interstate Planning Commission (KYOVA) and the Tri-State Transit Authority (TTA) for the administration of the FTA Section 5310 program.

**Financial Obligations between KYOVA and TTA**

1. KYOVA and TTA will divide the FTA Section 5310 administration funds on a 50/50 basis.
2. KYOVA will be responsible to invoice TTA for reimbursement of their portion (50%) of the FTA Section 5310 administration funds.
3. TTA will be responsible to process invoices in an efficient and timely manner and make payment to KYOVA for their portion (50%) of the FTA Section 5310 administration funds.
4. It is the responsibility of both parties (KYOVA and TTA) to address any financial concerns in a timely manner and report any findings or concerns to the other party. This will allow any issues to be resolved in an efficient and expedited manner.

**KYOVA Roles and Responsibilities**

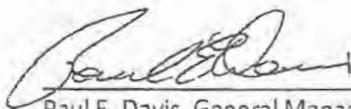
1. KYOVA will be responsible for an annual “call for projects” from eligible applicants seeking Section 5310 federal funds.
2. KYOVA will develop a prioritization (scoring) process for reviewing applications for FTA Section 5310 funds.
3. KYOVA will host a workshop on the FTA Section 5310 program to review the prioritization process and deadlines associated with the call for projects. TTA will also present information on the procurement process at the FTA Section 5310 workshop – see item # 2 below in *TTA Roles and Responsibilities*.
4. KYOVA/TTA will organize a Review Committee to review the prioritization process and procedures for awarding FTA Section 5310 funds. The Review Committee will also be involved in reviewing and scoring completed applications which will be presented to the KYOVA Technical Advisory Committee (TAC) and the Policy Committee (PC).
5. MAP-21 expands eligibility of FTA Section 5310 funds to be used for operating costs for transportation services – in addition to capital costs. The Review Committee, with input from KYOVA and TTA, will determine the annual percentage of FTA Section 5310 funds allocated to the type of project. No less than 55 percent of FTA Section 5310 funding in any given year must be allocated to capital projects. TTA will provide guidance as to the eligibility of applicants for operating assistance.

6. KYOVA will be responsible for updating the Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan) for the KYOVA Region, as needed. Under MAP-21, all projects using FTA Section 5310 funding must be included in the Coordinated Plan. KYOVA staff will take the opportunity to solicit additional private non-profit agencies for inclusion in the Coordinated Plan at the FTA Section 5310 Workshop and through other means.
7. KYOVA will be responsible for certifying that projects selected for FTA Section 5310 funding are included in the Coordinated Plan.
8. KYOVA will be responsible for record keeping pertaining to eligible administrative costs for the purposes of grant management in the Transportation Electronic Award and Management (TEAM) system. These records will be available for TTA's review for the purpose of TEAM report to FTA.

#### TTA Roles and Responsibilities

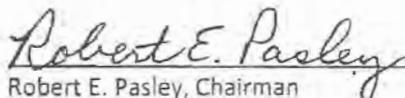
1. TTA will be the Designated Recipient for FTA Section 5310 federal funds for the Huntington Urbanized Area (UZA).
2. TTA will be responsible for presenting information on the types of vehicles available through the procurement and program at the FTA Section 5310 workshop – see item # 3 above in *KYOVA Roles and Responsibilities*.
3. TTA will be responsible for vehicle procurement for private non-profit agencies awarded FTA Section 5310 funds through KYOVA's call for projects.
4. TTA will be responsible for collecting local match from the private non-profit agencies for the vehicles awarded FTA Section 5310 funding.
5. TTA will be responsible for any follow-up on vehicle procurements as required by the Federal Transit Administration, such as annual vehicle inspections and certification that proper vehicle maintenance is being performed by the agency awarded the vehicle. This information will be forwarded to KYOVA for inclusion in the quarterly progress reports.
6. TTA will be responsible for grant applications in the Transportation Electronic Award and Management (TEAM) system for sub-recipients awarded FTA Section 5310 funds and for KYOVA's portion of the administrative funds.
7. TTA will be responsible for quarterly progress reports in the Transportation Electronic Award and Management (TEAM) system as required.

#### Signatures



Paul E. Davis, General Manager  
Tri-State Transit Authority

Date: 4/22/2014



Robert E. Pasley, Chairman  
KYOVA Interstate Planning Commission

Date: 4/23/2014

# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

**FY 2027**

**Unified Planning Work Program**

**APPENDIX E**

**FY 2027 Cost Allocation Plan (CAP)**

**Approval Letter**

**(Kentucky Specific)**

**Insert CAP**

# **KYOVA Interstate Planning Commission**

Huntington, WV-KY-OH Urbanized Area

**FY 2027**

**Unified Planning Work Program**

**APPENDIX F**

**KYOVA FY 2027 UPWP  
Checklist**



# KYOVA Interstate Planning Commission

## Unified Planning Work Program Checklist - FY 2027

| Item  | Page #                  | Comment   | Regulation or Law Cited  |
|---|-------------------------|---|--|
| <b>1 FORMAT GUIDELINES</b>  |                         |   |  |
| Dated (left hand corner)  |                         | INCLUDED  |  |
| Page numbers  |                         | INCLUDED  |  |
| <b>2 COVER/TITLE PAGE</b>   |                         |   |  |
| Name of MPO agency and area represented   | COVER                   | ALSO WITHIN REPORT PGS 1,3,4, ETC.  |  |
| FY of UPWP, contact information, web site   |                         | INCLUDED  |  |
| Agencies providing funds or support   |                         | SEE WORK ELEMENTS 17-21 AND BUDGET PAGES  |  |
| <b>3 INTRODUCTION/PREFACE</b>   |                         |   |  |
| Table of Contents   |                         | FOUND AT BEGINNING OF DOCUMENT  |  |
| MPO Approval Resolution (signed)  |                         | PAGES i, ii, iii (HWY & TRANSIT)  |  |
| Committee Responsibilities  |                         | PAGE 7-9  | [See 23 CFR 450.310 (d)]   |
| Staff Members, Positions & Responsibilities   |                         | PAGE 9 - ORGANIZATIONAL CHART SEE APPENDIX C  |  |
| Maps - MPO Planning, Urbanized & A.Q. Areas   |                         | PAGES 4, 5  | [See 23 CFR 450.312]   |
| Planning Factors  |                         | PAGES 12-13   | [See 23 CFR 450.306 (b)]   |
| UPWP - Definition of UPWP and purpose   |                         | PAGES 1-2   | [See 23 CFR 420.111]   |
| <b>4 WORK ELEMENTS* - Each Work Item should include the following:</b>  |                         |   |  |
| Work Element Number & Title   |                         | INCLUDED  |  |
| Description, including Goals, Objectives and Products   |                         | INCLUDED  | 23 CFR 420.111(b)(1) & 450.308(c)  |
| Schedule for Completion   |                         | INCLUDED  | 23 CFR 450.308(c)  |
| Agency Responsible  |                         | INCLUDED  | 23 CFR 450.308(c)  |
| Estimated Cost  |                         | INCLUDED  | 23 CFR 420.111(e)  |
| Funding Sources   |                         | INCLUDED  | 23 CFR 450.308(c)  |
| <b>ISSUES TO ADDRESS (May be addressed under various work elements listed below or as standalone work elements)</b>   |                         |   |  |
| Safety/Security   | 17-33/42/34-35/56/57-59 | WE 380227/381027/380327/380727/385127/381427/381527/381627/382124   |  |
| Resilience/Reliability (Consider KYTC evaluations of damage-prone areas)  | 17-24/57-59             | WE 380227/380327/385127   | 23 CFR 667   |
| <b>Multimodal Planning</b>  |                         |   |  |
| -Freight  | 17-31/34-35/39-41       | WE 380227/380327/380427/380527/380727/380927  | 23 U.S.C. 134(h), (i)(6)   |
| -Transit  | 36-41/43-44/49/50/57-59 | 380827/380927/381127/381627/381727/385127   | 23 U.S.C. 134(c)(2), (i)(2)(H)   |
| -Bike/Pedestrian  | 17-24/34-35/47-49/57-59 | 380227/380327/380727/381427/381527/381627/385127  | 23 U.S.C. 134(i)(6)(A), 135(f)(3)(A)   |
| "Complete Streets" activities to increase safe and accessible options for multiple travel modes: Describe how the MPO will meet (or opt out of) the requirement to spend 2.5% of PL funds on eligible activities. <b>Must be a standalone work element if the MPO wishes to request 100% federal funding for eligible activities.</b> | 47-49                   | 381427(WV)/381527(KY)/381627(OH)  | IIJA § 11206   |
| Travel Demand Modeling: MTP update, project analysis, report of housing and employment changes and employment-based traffic patterns to KYTC. If not a standalone work element, include summary of modeling-related tasks.  | 17-27                   | 380227/380327/380427-SEE PG 26  | [See 23 CFR 450.104, Regionally significant project]   |
| Conformity Analysis   | 17-31                   | 380427/380527/380327/380227   |  |
| ITS Architecture  | 17-21/25-31             | 380227/380527/380427  | 23 CFR 940   |
| Congestion Management Process (TMAs only)   | 28-31/55/57-59          | 380527/382025 (UPDATE)/385127   | 23 CFR 450.322   |
| ADA Transition Plans  | 17-21/32-33/57-59       | 380227/380627/385127  | FHWA Civil Rights Guidance: <a href="http://www.fhwa.dot.gov/civilrights/programs/ada_sect504qa.cfm#q12">www.fhwa.dot.gov/civilrights/programs/ada_sect504qa.cfm#q12</a> |
| <b>ADMINISTRATION Work Element</b>  |                         |   |  |
| Major Purchases/Training/Audits   | 15-16                   | 380127  |  |
| General Committee Meetings  | 15-16                   | WE 380127 HIGHLIGHTS MEETING ACTIVITIES TO OVERSEE PROGRAM. EACH WE IDENTIFIES TRAINING & MTGS DESIGNATED FOR STAFF |  |
| Planning Agreement: Update as needed  | 15-16/39-41/57-59       | 380127/380927/385127  | 23 CFR 450.314   |
| <b>UNIFIED PLANNING WORK PROGRAM Work Element</b>   |                         |   |  |
| UPWP Development & Maintenance  | 15-16/57-59             | 380127/385127   | 23 CFR 420.111 & 450.308   |
| Annual Performance & Expenditure Report   | 15-16                   | 380127  | 23 CFR 420.117(b)  |
| <b>PUBLIC INVOLVEMENT &amp; REPORTING Work Element</b>  |                         |   |  |
| Participation Plan Development & Maintenance  | 32-33/57-29             | 380627/385127   | 23 CFR 450.316   |
| Annual Listing of Obligated Projects  | 17-21/57-59             | 380227/385127   | 23 CFR 450.334   |
| <b>DATA COLLECTION &amp; ANALYSIS Work Element</b>  |                         |   |  |

|  |                         |  |                   |
|--|-------------------------|--|-------------------|
| Census/Socioeconomic Data  | 25-27/17-21             | 380427/380227  |                   |
| Transportation Systems/Urban Boundaries  | 25-27                   | 380427   |                   |
| Performance Measures & Targets   | 17-31/34-38/57-59       | 380227/380327/380427/380527/380727/<br>380827/385127 | 23 CFR 450.306(d) |
| <b>PROJECT IDENTIFICATION &amp; PRIORITIZATION Work Element</b>                              |                         |  |                   |
| Identify and Update Projects in CHAF   | 17-21/25-27/57-59       | 380427/380227/385127                                 |                   |
| Assist with SHIFT Project Prioritization Activities  | 17-21/25-27/57-59       | 380427/380227/385127                                 |                   |
| Assist with CMAQ Prioritization (CMAQ-eligible areas only)                                   | 28-31/34-35/43-44/57-59 | 380527/380727/381127/385127                          |                   |
| Dedicated-STP & Dedicated-TAP Project Selection (TMAs only)                                  | 17-21/57-59/34-35       | 380227/385127/380727                                 |                   |
| <b>TRANSPORTATION IMPROVEMENT PROGRAM Work Element</b>                                       |                         |  |                   |
| TIP Development & Maintenance  | 17-21                   | 380227   | 23 CFR 450.326    |
| <b>METROPOLITAN TRANSPORTATION PLAN Work Element</b>   |                         |  |                   |
| MTP Development & Maintenance  | 22-24                   | 380327   | 23 CFR 450.324    |
| <b>TRANSIT Work Element</b>  |                         |  |                   |
| <b>SPECIAL STUDIES Work Element(s):</b> Corridor studies, sub-area studies, etc. (as needed) |                         |  |                   |

|  |       |   |                                |
|--|-------|---|--------------------------------|
| <b>5 UPWP SUMMARY</b>                      |       |   |                                |
| Funding Sources & Matching Rates           | 62-66 | TABLES III & TABLE III-WV, KY, OH                       | 23 CFR 450.308(c) & 420.111(b) |
| Indirect Costs (if applicable)             | 67-68 | SEE OPERATING BUDGET & SCHEDULE OF DIRECT LABOR, FRINGE |                                |
| Estimated Effort - Person-Weeks/Hours      |       | INCLUDED IN INDIVIDUAL WORK ELEMENT                     |                                |
| Expenditures by Work Item & Funding Source | 62-66 | TABLES III & TABLE III-WV, KY, OH                       |                                |

|  |  |            |  |
|--|--|------------|--|
| <b>6 APPENDICES</b>  |  |            |  |
| Tri-State (WV-KY-OH) Funding Agreement                     |  | APPENDIX D |  |
| CAP Approval Letter from KYTC (if charging indirect costs) |  | APPENDIX E |  |

\* The Work Elements organizational structure presented in this table is provided as an example only; MPOs may adjust the organizational structure to suit their needs.

27-Feb-25