



SORTA/Metro
Board Meeting
November 18, 2025
9:00 am-10:00 am Eastern Time

SORTA BOARD OF TRUSTEES MEETING
TUESDAY, NOVEMBER 18th, 2025 – 9:00 A.M.
SORTA BOARD ROOM 6th FLOOR
525 VINE STREET,
CINCINNATI, OHIO, 45202

General Items:

Call to order
Pledge of Allegiance
Hearings from citizens
Chair Update

Action Item:

- 1 Approval of Board Minutes October 28th, 2025

Finance Committee (Chelsea Clark)

Action Items:

- 2 Proposed Resolution: Approval of December 2025 – November 2026
Property & General Liability Insurance Coverages (Tim Walker/Julie
Beard)
 - 2.1 Action Item:
- 3 Proposed Resolution: Approval of 2026 Budget (Tim Walker/Kevin Ruth)
 - 3.1 Action Item:

Planning & Operations Committee (Pete Metz)

Action Items:

- 4 Proposed Motion: Approval of Agency Safety Plan (Mike Weil)
 - 4.1 Action Item:
 - 4.2 Safety Plan:
 - 4.3 Presentation:
- 5 Proposed Resolution: Property Purchase for Walnut Hills Transit Center
(Khaled Shammout/Scott Enns)
 - 5.1 Action Item:

Procurement Consent Agenda:

- 6 Proposed Resolution: Contract Award for 101-2025 Driver Barriers for
MetroNow Vehicles (Jeff Mundstock)

6.1 Action Item:

7 Proposed Resolution: Contract Award for 123-2025 Labor & Employment
Legal Services (James Hubbard)

7.1 Action Item:

7.2 Engagement Letter:

Briefing Items:

8 Financial Results for October 31st, 2025 (Tim Walker)

9 Progress and Priorities (Andy Aiello)

10 New Business

Other Items:

Adjournment

The next regular meeting of the SORTA Board of Trustees is scheduled
for

Tuesday, December 16th, 2025, at 9:00 a.m.

SORTA BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
SORTA/METRO AT HUNTINGTON CENTER
SORTA BOARD ROOM-6th FLOOR
525 VINE STREET, CINCINNATI OHIO 45202

MINUTES OF: Regular Meeting of the SORTA Board of Trustees

DATE: Tuesday, October 28th 2025, 6:00 p.m.

BOARD MEMBERS PRESENT: Tianay Amat, Chelsea Clark, Dan Driehaus, Trent Emenecker, Blake Ethridge, Kala Gibson, Briana Moss, Sara Sheets, Greg Simpson, Rickell Smith and Sonja Taylor

BOARD MEMBERS ABSENT: Jay Bedi, Tony Brice, Neil Kelly, Pete Metz and KZ Smith

STAFF MEMBERS: Andy Aiello, Scott Enns, Adriene Hairston, Christina Harvey, James Hubbard, Brandy Jones, Natalie Krusling, John Ravasio, Jason Roe, Tony Russo, Khaled Shammout, Bill Spraul, Tim Walker and Mike Weil

LEGAL COUNSEL: Kim Schaefer (Vory's)

GUEST/PUBLIC
PRESENT: Andy Shenk (Better Bus Coalition)

CALL TO ORDER

Mr. Ethridge SORTA Board Chair, called the meeting to order.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

HEARING FROM CITIZENS

Mr. Andy Shenk from the Better Bus Coalition discussed government square and read a statement from approximately two weeks ago from the Better Bus Coalition.

CHAIR UPDATE

Mr. Ethridge discussed the Metro State of the Union, MetroNow Launch 4, BRT Engagement and Government Square.

MEETING MINUTES

Mr. Ethridge made a motion that the minutes of the September 23rd, 2025, board meeting be approved as previously mailed and Ms. Clark seconded the motion.

By voice vote, the SORTA Board approved the minutes.

FINANCE COMMITTEE

Ms. Clark reported on the Finance Committee meeting held on October 21st 2025, and there were no items(s) to present for Board Approval.

PLANNING AND OPS COMMITTEE

Mr. Ethridge reported on the Planning and Ops Committee meeting held on October 21st 2025, and there were items(s) to present for Board Approval.

GOVERNMENT SQUARE PRESENTATION:

Mr. Spraul and Mr. Aiello presented Government Square Presentation.

The SORTA Board accepted the report as presented.

PROPOSED RESOLUTION NO: 41: APPROVAL OF GOVERNMENT SQUARE

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The resolution is for approval of government square.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 42: APPROVAL OF RAIL RIGHT OF WAY SALE – DELEGATE AUTHORITY

Ms. Clark moved for adoption and Ms. Amat seconded the motion. The resolution will authorize the Chief Executive Officer/General Manager (CEO/GM) to execute all documents and take all actions necessary for the sale of real estate parcels related to rail right of way.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 43 APPROVAL OF CONTRACT AWARD 11-2023 3CDC GOVERNMENT SQUARE CLEANING

Ms. Sheets moved for adoption and Ms. Taylor seconded the motion. The contract will approve contract no. 11-2023 on behalf of Metro and 3CDC increasing the total not to exceed value from \$1,135,530 to \$1,656,870, an increase of \$521,340.

Ms. Clark abstained from voting.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 44: APPROVAL OF CONTRACT AWARD 44-2025 ADVERTISING AGENCY OF RECORD

Mr. Ethridge moved for adoption and Ms. Clark seconded the motion. The contract will approve contract no. 44-2025 on behalf of Metro and Gatesman, Inc., at a total cost of \$10,000,000.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 45: APPROVAL OF CONTRACT AWARD 45-2025 ELECTRIC VEHICLE CHARGING STATIONS

Mr. Ethridge moved for adoption and Ms. Clark seconded the motion. The contract will approve contract no. 45-2025 on behalf of Metro and ABM eMobility, Inc., at a total cost of \$1,911,145.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 46: APPROVAL OF CONTRACT AWARD 76-2025 BUS STOP SIGNS AND POLES

Mr. Ethridge moved for adoption and Ms. Clark seconded the motion. The contract will approve contract no. 76-2025 on behalf of Metro and A&A Safety, Inc., at a total cost of \$5,633,142.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 47: APPROVAL OF CONTRACT AWARD 118-2025 PARATRANSIT VEHICLES

Mr. Ethridge moved for adoption and Ms. Clark seconded the motion. The contract will approve contract no. 118-2025 on behalf of Metro and Transportation Equipment Sales Corp. (TESCO), at a total cost of \$684,588.

By roll call, the Board approved the resolution.

FINANCIAL REPORTS AS OF SEPTEMBER 30TH, 2025

Mr. Walker presented the September financial results. Total revenues were \$14.1 million, which was unfavorable to budget by \$226k. Total expenses were \$14.3 million, which is unfavorable to budget by \$200k. Operating Capital Contribution was (\$0.2) million, which was unfavorable to budget by \$426k. Ridership was 1,280k, which is unfavorable to budget by 110k. Mr. Walker presented the Cashflow and Obligation Report with a total All Securities at \$153,163,001, Net Unrestricted Securities Available at (\$1,136,848) and Net Unrestricted Securities and 2025 Operating Budget Surplus at \$2,858,152. Mr. Walker then reviewed the contributing factors to these variances.

The SORTA Board accepted the report as presented.

PROGRESS AND PRIORITIES

Mr. Aiello presented the progress and priorities report and reviewed the increasing Access, Honoring our Veterans, Bus Stop Sign Celebration, Legislative Meetings and Red Bike Partnership.

The SORTA Board accepted the report as presented.

NEW BUSINESS

N/A

EXECUTIVE SESSION

At 7:07 p.m. Mr. Ethridge moved and Ms. Moss seconded going into executive session.

"Section 121.22(G)(3) Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action..."

At 7:30 p.m. Mr. Ethridge moved and Mr. Amat seconded to return to open session.

ADJOURNMENT

The meeting adjourned at 7:31 p.m.

NEXT MEETING

The next regular meeting of the SORTA Board of Trustees has been scheduled for
November 18th, 2025, at 9:00 A.M.
the SORTA/Metro Board Room, at 525 Vine Street, Cincinnati, Ohio.

APPROVED:



Blake Ethridge
Chair, SORTA Board

ATTESTED:



Andy Aiello
CEO/General Manager/Secretary-Treasurer

ABSENT NON-
VOTING
MEMBERS AT
THE TIME:
APPROVED: Jay Bedi and Trent Emeneker
November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 11, 2025
FROM: Julie Beard, Director of Accounting
PROJECT NO.: 2026 Property, General Liability, Riverfront Transit Center Insurance Coverages and Shock Loss Funding – Ohio Transit Risk Pool (OTRP)
REQUEST: Contract Award

BACKGROUND

SORTA is required to have a program in place for liability insurance covering: General Liability, Automobile Liability, Public Officials' Liability, Cyber Liability, and Crime. In an effort to mitigate identified risks, SORTA requires property insurance with coverage for direct physical loss or damage. SORTA also has the responsibility to provide Flood Insurance coverage for the Riverfront Transit Center. SORTA is also required to maintain a Shock Loss Fund as a member of OTRP equal to one year of contributions.

SORTA has been a member of OTRP for the last 4 years.

BUSINESS PURPOSE

In an effort to mitigate identified risks, SORTA staff is requesting continuing membership in the Ohio Transit Risk Pool for a liability program covering these areas: General Liability, Automobile Insurance, Public Officials Liability, Cyber Liability and Crime, Property, and Flood Insurance for Riverfront Transit Center. SORTA staff is also requesting additional monies to fully fund our OTRP revised Shock Loss Fund amount for 2026. OTRP will also provide a detailed actuarial study on our Claim Reserves during 2026.

PROJECT FINANCING

The not to exceed estimate for this Annual Coverage, Claims Settlements, Actuarial Study, and Shock Loss Funding is \$2,712,000.00 and covers the period of December 1, 2025 – November 30, 2026.

Through our membership with OTRP, we receive Liability Coverage which includes coverages for General Liability (includes Cyber and Crime), Automobile Liability, Riverfront Transit Center Flood Insurance, and Public Officials' Liability with a total cost not to exceed \$1,860,392.00. Riverfront Transit Center Flood Insurance will be reimbursed by the City of Cincinnati as part of operating expenses. Year to Date Liability coverage for 2025 was \$1,716,623.05. 2025 fourth quarter claims are still outstanding.

The Property Insurance coverage is for physical loss, or damaged at a total cost not to exceed \$535,898.00. Property Insurance coverage for 2025 was \$571,104.00.

Shock Loss Funding required to be 100% for this year will be at a total cost not to exceed \$307,600.00. Shock Loss Funding for 2025 was \$367,981.13.

Actuarial Study of Claim Reserves will be \$8,000.00. This amount did not change from 2025.

The expenditures will be funded with local funds.

PROJECT PROCUREMENT

Section 2744.081 of the Ohio revised Code authorizes SORTA to enter into a joint self-insurance pool contract without the need for a competitive bidding process.

PROJECT DIVERSITY

No vendor diversity analysis has been performed and no goal established.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve resolution authorizing the CEO/General Manager to continue membership with the Ohio Transit Risk Pool for General liability coverage, and Flood Insurance for Riverfront Transit Center for the period of December 1, 2025 – November 30, 2026, at a cost not to exceed \$1,860,392.00, in addition to Property Insurance for the same period not to exceed \$535,898.00. We also request approval for funding for Shock Loss Contribution and Actuarial Study performed by OTRP not to exceed \$307,600.00 and \$8,000.00, respectively.



ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi and Trent Emeneker
APPROVED: November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 11, 2025

FROM: Andrew C. Aiello, CEO/General Manager

PROJECT NO.: NA

REQUEST: Approval of the 2026 Operating and Capital Budget

BACKGROUND

SORTA staff has prepared a transit operating and capital budget for 2026 of \$220,000,477 of which \$169,907,064 is for operating and \$50,093,413 is for capital.

Hamilton County Sales Tax funds are estimated to be \$127,948,560 based on the September 2025 UC Economic Center sales tax projections.

2026 Budget contains an annual operating surplus of \$6,870,250.

BUSINESS PURPOSE

Approval of the 2026 operating and capital plan allows staff to continue operations in 2026 at the recommended levels, including the continuation of the Reinventing Metro Plan.

PROJECT FINANCING

NA

PROJECT PROCUREMENT

NA

PROJECT DIVERSITY

NA

RECOMMENDED BOARD ACTION

Approval of the 2026 operating and capital budget of \$220,000,477.



BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
MOTION

APPROVAL OF AGENCY SAFETY PLAN

I move that the SORTA Board approve the Agency Safety Plan.

MOVED BY: Blake Ethridge SECOND BY: Chelsea Clark

VOTE Aye: Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Ms. Moss, Ms. Sheets, Mr. Smith and Ms. Smith

Nay: None

Abstain: None

ABSENT AT
THE TIME: Ms. Amat, Mr. Gibson, Mr. Kelly, Mr. Metz and Ms. Taylor

PRESENT
NON-VOTING
MEMBERS: Greg Simpson

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi and Trent Emenecker

APPROVED: November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 18, 2025

FROM: Mike Weil, Chief Safety Officer

PROJECT NO.:

REQUEST: Agency Safety Plan

BACKGROUND

Annual approval of the Agency Safety Plan.

BUSINESS PURPOSE

To comply with Subpart B of 49 CFR Part 673, Section (a) (1), which requires The Public Transportation Agency Safety Plan and subsequent updates, be signed by the Accountable Executive, and approved by the agency's Board of Directors and Joint Safety Committee, or an Equivalent Authority.

Signature by the Accountable Executive, approval by the Board of Trustees and Joint Safety Committee constitute certification of compliance of the Public Transportation Agency Safety Plan to 673.13

PROJECT FINANCING

There are no financial considerations.

PROJECT PROCUREMENT

None

PROJECT DIVERSITY

There are no D/M/WBE considerations.

RECOMMENDED BOARD ACTION

Approval of Agency Safety Plan, procedure number SYS-PMG0020-R6, authorizing the CEO/General Manager, COO, and Chief Safety Office to implement such plan.





Safety Plan Presentation

November 2025

PTASP & JSC explained

- 2026 will be our 6th year since the **Public Transportation Agency Safety Plan (PTASP)** was developed to reflect changes in the FTA's Bipartisan Infrastructure Law directive.
- This directive led to the redesign of our safety and security committees to form a **Joint Safety Committee (JSC)** which consists of an equal number of management and frontline employees.

PTASP Review and Approval

Our Agency Safety Plan is reviewed and updated annually, *submitted for approval to the Joint Safety Committee first*, then the Board of Trustees and then signed by the accountable executive each year prior to December 31st.



BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 2025-50

APPROVAL OF WALNUT HILLS TRANSIT CENTER PROPERTY ACQUISITION

WHEREAS:

1. Metro operates and maintains bus service to and within the Walnut Hills neighborhood.
2. Metro seeks to build a new regional transit center at 2614 Gilbert Avenue, the northeast corner of Gilbert Avenue and William Howard Taft.
3. SORTA needs to acquire the following four Hamilton County parcels totaling 0.977 acres, (067-0003-0063-00, 067-0003-0071-00, 067-0003-0072-00 and 067-0003-0075-00).
4. The expenditure will be financed from the FY2025 capital budget.

THEREFORE, BE IT RESOLVED:

5. The board authorizes the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute the purchase of the following four Hamilton County parcels totaling 0.977 acres, (067-0003-0063-00, 067-0003-0071-00, 067-0003-0072-00 and 067-0003-0075-00 on behalf of Metro from Triple R. Associates, LTD. Fort Lauderdale, Florida, for the total amount of \$1,050,000.00.

MOVED BY: Blake Ethridge

SECOND BY: Tony Brice

VOTE Aye: Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Ms. Moss, Ms. Sheets, Mr. Smith and Ms. Smith

Nay: None

Abstain: None

ABSENT AT
THE TIME: Ms. Amat, Mr. Gibson, Mr. Kelly, Mr. Metz and Ms. Taylor

PRESENT
NON-VOTING
MEMBERS: Greg Simpson

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi and Trent Emenecker
APPROVED: November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 11, 2025

FROM: K. Scott Enns, Director of Capital Projects, TOD & Real Estate Development
Khaled Shammout, Deputy Innovation & Vision Officer

PROJECT NO.: Walnut Hills Transit Center Property Acquisition

REQUEST: Property Acquisition

BACKGROUND

Metro operates and maintains bus service to and within the Walnut Hills neighborhood. Metro seeks to build a new regional transit center at 2614 Gilbert Avenue, the northeast corner of Gilbert Avenue and William Howard Taft. This development will provide high quality amenities that add transformative value and benefit to both the Metro customer and the local Walnut Hills community.

BUSINESS PURPOSE

SORTA needs to acquire the following four Hamilton County parcels totaling 0.977 acres, (067-0003-0063-00, 067-0003-0071-00, 067-0003-0072-00 and 067-0003-0075-00; (see attached: Exhibit A) for the public use of the construction and efficient operation of a regional transit facility (aka. Walnut Hills Transit Center).

PROJECT FINANCING

The final negotiated purchase price is \$1,050,000.00. The purchase will be financed from the FY2025 capital budget.

PROJECT PROCUREMENT

This acquisition is a sole source award via legal counsel and is exempt from the competitive process. As such, no vendor outreach was conducted.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute the purchase of the following four Hamilton County parcels totaling 0.977 acres, (067-0003-0063-00, 067-0003-0071-00, 067-0003-0072-00 and 067-0003-0075-00; (see attached: Exhibit A) on behalf of Metro from Triple R Associates, LTD, Fort Lauderdale, Florida, for the total amount of \$1,050,000.00.

EXHIBIT "A"

Legal Description

Parcel I:

Tract I:

The following described real estate situate in the City of Cincinnati, County of Hamilton, State of Ohio, and known as Lot Number Four (4), George W. Williams, per Executors, Subdivision, more particularly described as follows: All that certain lot of land fronting fifty-five (55) feet on the north side of Locust Street, beginning on the east at a point one hundred twenty-five (125) feet west of Beech Street and extending back with sides at right angles to the front, one hundred (100) feet to the north line of Lot Ninety-Nine (99) as laid down and numbered on the Plat of Lane Seminary Subdivision, duly recorded in said County Records, the premises hereby conveyed being part of said Lot Number Ninety-Nine (99), and is bounded on the west by the lot heretofore conveyed to John Kyle, known as Number 920 Locust Street (presently known as William Howard Taft Road) Walnut Hills, Cincinnati, Ohio.

For Informational Purposes Only:
PPN: 067-0003-0071-00

Tract II:

The following described real estate situate in the County of Hamilton, State of Ohio, City of Cincinnati, and bounded and described as follows: The west Twenty-five (25) feet by Twenty-five (25) feet of Lot Number One Hundred (100) lying One Hundred and Thirty one hundredths (100.30) feet north of Locust Street and One hundred and twenty-five (125) feet west of Kemper Lane, of the Lane Seminary Ground Subdivision, a plat of which is recorded in Plat Book 2, Page 271 of the Hamilton County, Ohio Recorder's Office.

For Informational Purposes Only:
PPN:

Tract III:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being a parcel of twenty-five (25) feet by thirty (30) feet being a part of Lot Number One Hundred (100) of Lane Seminary Subdivision, plat of which is recorded in Plat Book 2, Page 271 of the Hamilton County, Ohio Recorder's Office, adjoining that certain lot of land fronting fifty-five (55) feet on the North side of Locust Street and extending northerly one hundred (100) feet on the north, and further being immediately west of the twenty-five (25) feet by twenty-five (25) feet parcel described in Parcel Two (2) above.

For Informational Purposes Only:
PPN: 067-0003-0075-00

Parcel II:

Situate in Section 8, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 5 and 6 of G.W. Williams Subdivision as recorded in Plat Book 5, Page 233, Hamilton County Recorder's Office, and being more particularly described as follows: Beginning at the intersection of the Northerly line of William Howard Taft Road with the Westerly line of Kemper Lane; thence from said point of beginning, with the Northerly line of William Howard Taft Road, North 89° 25' 30" West, 125.00 feet to a point; thence North 0° 07' 30" West, 100.68 feet to a point; thence South 89° 16' East, 125.00 feet to a point in the Westerly line of Kemper Lane; thence with said Westerly line of Kemper Lane, South 0° 07' 30" East, 100.33 feet to the intersection of the Westerly line of Kemper Lane with the Northerly line of William Howard Taft Road and the point of beginning. Containing 12,562 square feet of land, more or less.

For Informational Purposes Only:
PPN: 067-003-0072 (0073, 0074 Cons)



EXHIBIT "A"

Legal Description

Parcel III:

Situate in City of Cincinnati, Hamilton County, Ohio at the northeast corner of Gilbert Avenue and William Howard Taft Road being all of Lot 3 and part of Lots 1 and 2 of G. W. Williams Subdivision as recorded in Plat Book 5, Page 223 of Hamilton County, Ohio Records, described as follows: Beginning in the north line of William Howard Taft Road at the southeast corner of said Lot 3; thence North $89^{\circ} 25' 30''$ West along the north line of William Howard Taft Road a distance of 217.57 feet; thence westwardly, on a curved line deflecting to the north with a radius of 20 feet, a distance of 39.08 feet (chord of said curve bears North $33^{\circ} 27'$ West a distance of 33.15 feet and enclosing an angle of $124^{\circ} 01' 30''$), to the east line of Gilbert Avenue, as now improved; thence North $22^{\circ} 31' 30''$ East along the said east line of Gilbert Avenue, enclosing an angle with the above mentioned chord of $124^{\circ} 01' 03''$ a distance of 79.69 feet; thence South $89^{\circ} 16'$ East enclosing an angle of $111^{\circ} 47' 30''$ a distance of 205.10 feet; thence South $0^{\circ} 07' 30''$ East, enclosing an angle of $90^{\circ} 51' 30''$, a distance of 100.83 feet to the place of beginning, forming an interior angle of $89^{\circ} 18'$

For Informational Purposes Only:
PPN: 067-0003-0068-00



Project	Method	Vendor	Award	Term	Funding
101-2025-RFP-L Driver Barriers for MetroNow Vehicles	Request for Proposals (RFP)	Queen City Engineering & Design	\$113,100	1 year Dec 2025 – Nov 2026	Budgeted Local Capital
123-2025* Labor & Employment Legal Services	Sole Source / Professional Services	Dinsmore & Shohl Attorneys	\$200,000	1 year Jan 2026 – Dec 2026	Budgeted Local Operating

*denotes non-competitive or non-negotiable award

Metro MAX Spend Summary
(Maximizing Access for XBE’s)

Total Awards for Month \$313,100
Total MAX Spend for Month \$--

Addressable Awards \$--
Effective MAX Participation Rate --

2025 Total Spend \$32,321,752
2025 MAX Spend \$4,006,995 (12.4%)

2025 Total Addressable Spend \$24,664,534
2025 Effective MAX Part. Rate 16.2%



BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 2025-51

APPROVAL OF CONTRACT NO 101-2025 DRIVER BARRIERS FOR METRONOW VEHICLES

WHEREAS:

1. The public transit industry has seen an increase in driver assaults in recent years.
2. Since 2020, Metro has worked with its bus manufacturer to ensure all new buses arrive with a driver protective barrier installed for operator safety and has worked with another vendor to install barriers on buses in our fleet without barriers.
3. The Southwest Ohio Regional Transit Authority (SORTA) has 29 MetroNow! Vehicles that are not currently equipped with protective driver barriers and for the improved safety of SORTA's MetroNow! Operators, it has been determined that driver protective barriers must be installed in all vehicles.
4. SORTA staff recommends approval to execute Contract No. 101-2025, on behalf of Metro and Queen City Engineering and Design Services, PLLC., at a total cost of \$113,100.
5. The expenditure will be financed using local capital funds.

THEREFORE, BE IT RESOLVED:

6. The board authorizes the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute Contract No. 101-2025, on behalf of Metro and Queen City Engineering and Design Services, PLLC., at a total cost of \$113,100.

MOVED BY: Blake Ethridge

SECOND BY: Tony Brice

VOTE Aye: Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Ms. Moss, Ms. Sheets, Mr. Smith and Ms. Smith

Nay: None

Abstain: None

ABSENT AT
THE TIME: Ms. Amat, Mr. Gibson, Mr. Kelly, Mr. Metz and Ms. Taylor

PRESENT
NON-VOTING
MEMBERS: Greg Simpson

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi and Trent Emeneker
APPROVED: November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 11, 2025

FROM: Tim Walker, Chief Financial Officer
 Jeff Mundstock, Director of Maintenance Technical Services

PROJECT NO.: 101-2025 Driver Barriers for MetroNow Vehicles

REQUEST: Contract Award

BACKGROUND

The public transit industry has seen an increase in driver assaults in recent years. Since 2020, Metro has worked with its bus manufacturer to ensure all new buses arrive with a driver protective barrier installed for operator safety and has worked with another vendor to install barriers on buses in our fleet without barriers.

BUSINESS PURPOSE

The Southwest Ohio Regional Transit Authority (SORTA) has 29 MetroNow! vehicles that are not currently equipped with protective driver barriers. For the improved safety of SORTA's MetroNow! Operators, it has been determined that driver protective barriers must be installed in all vehicles.

PROJECT FINANCING

The approved budget for this project is \$139,490 and will be financed using local capital funds. The project was included in the approved FY2025 Capital Plan.

PROJECT PROCUREMENT

Procurement staff determined that a Request for Proposals ("RFP") was the most appropriate procurement method. Under this method, submissions are reviewed to determine the proposal which will add the most value to Metro (aka Best Value Award).

Staff identified and targeted five (5) vendors known to be capable of fulfilling the requirements of the contract in addition to those notified via Metro's e-procurement platform.

19 vendors downloaded solicitation materials with two (2) submitting proposals.

The Evaluation Committee reviewed all proposals, scoring such areas as project approach, firm and staff qualifications, and price. The results of the review are below.

Vendor	Project Approach (Subjective) Points Based 425 Points (42.5%)	Firm and Staffing Qualifications (Subjective) Points Based 300 Points (30%)	Price (Objective) Reward Low Cost 275 Points (27.5%)	Total Score (Max Score 1000)
Queen City Engineering & Design	407	270.3	275	952.33
ALAMEX INC	291	152.3	239.6	682.93



Options	ALAMEX INC	Queen City Engineering & Design
Standard	\$103,182.00	\$89,900.00
Anti-Reflective	No Quote	\$113,100

SORTA staff evaluated the proposals and determined Queen City Engineering and Design Services; PLLC submitted a proposal most advantageous to SORTA and is recommended for award.

The contract will be a firm fixed price contract with a 1-year period of performance, expiring in November 2026.

SMALL BUSINESS ENGAGEMENT

A review of the requirements of the project determined that a small business participation goal would not be set as no subcontracting opportunities were identified.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute Contract No. 101-2025, on behalf of Metro with Queen City Engineering and Design Services, PLLC, with a not to exceed value of \$113,100.00.



BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 2025-52

APPROVAL OF CONTRACT NO 123-2025 LABOR & EMPLOYMENT LEGAL SERVICES

WHEREAS:

1. Metro requires professional legal services to protect the agency, mitigate risk, and manage litigation activities.
2. Metro's in-house counsel for labor and employment matters requires outside counsel to handle litigation, settlements, and other legal matters.
3. Metro has had a long-standing relationship with Dinsmore and Shohl attorneys.
4. SORTA staff recommends approval to execute Contract No. 123-2025, on behalf of Metro and Dinsmore & Shohl Attorneys, with a not to exceed value of \$200,000.
5. The expenditure will be financed using local budgeted funds.

THEREFORE, BE IT RESOLVED:

6. The board authorizes the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute Contract No. 123-2025, on behalf of Metro and Dinsmore & Shohl Attorneys, with a not to exceed value of \$200,000.

MOVED BY: Blake Ethridge

SECOND BY: Tony Brice

VOTE Aye: Mr. Brice, Ms. Clark, Mr. Driehaus, Mr. Ethridge, Ms. Moss, Ms. Sheets, Mr. Smith and Ms. Smith

Nay: None

Abstain: None

ABSENT AT
THE TIME: Ms. Amat, Mr. Gibson, Mr. Kelly, Mr. Metz and Ms. Taylor

PRESENT
NON-VOTING
MEMBERS: Greg Simpson

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi and Trent Emeneker
APPROVED: November 18, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: November 11, 2025
FROM: Tim Walker, Chief Financial Officer
James Hubbard, Director of Labor Relations
PROJECT NO.: 123-2025 Labor & Employment Legal Services
REQUEST: Contract Award

BACKGROUND

Metro requires professional legal services to protect the agency, mitigate risk, and manage litigation activities.

BUSINESS PURPOSE

Metro's in-house counsel for labor and employment matters requires outside counsel to handle litigation, settlements, and other legal matters. Metro has had a long-standing relationship with the incumbent vendor, Dinsmore & Shohl Attorneys.

PROJECT FINANCING

The approved 2026 budget for general counsel legal expenses is \$200,000. The total project cost is flat to budget at \$200,000.

Labor and employment legal services are budgeted on an annual basis.

PROJECT PROCUREMENT

Ohio Revised Code provides that contracts related to professional legal services are exempt from the competitive process. As such, no competition occurred for this award.

The contract will be a hybrid fixed-fee, indefinite delivery – indefinite quantity contract with a term of 1 year, terminating on December 31, 2026.

SMALL BUSINESS ENGAGEMENT

The award is a sole source award pursuant to Ohio Revised Code. No vendor diversity analysis or activity occurred.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Chief Financial Officer to execute Contract No. 123-2025, on behalf of Metro with Dinsmore & Shohl Attorneys, with a not to exceed value of \$200,000.



Legal Counsel.

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Admitted in Ohio and Illinois

September 19, 2025

Via e-mail: JHubbard@go-metro.com

Mr. James Hubbard
Director of Labor Relations
Southwest Ohio Regional Transit Authority/Metro
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

Dear James:

Thank you for selecting Dinsmore & Shohl LLP (the "Firm") to represent the Southwest Ohio Regional Transit Authority a/k/a Metro. This letter will confirm our discussion regarding your engagement of the Firm and will describe the basis upon which we will provide legal services to you. Attached to this letter are the Dinsmore & Shohl LLP Statement of Engagement Terms (the "Terms and Conditions") that are a part of this letter. By signing below, you agree to those terms and conditions.

You have engaged us to provide labor and employment advice, arbitration representation, and employment litigation defense.

Our legal services will be billed to you at a blended attorney hourly rate of \$400.00 for the period January 1, 2026 through December 31, 2026. It is anticipated that Allison Goico will perform the legal services with assistance from various other attorneys under her supervision. Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account a variety of factors that affect the cost, such as the scope and complexity of the matter. Those factors can change over the course of the matter resulting in the estimate not representing the amount actually charged. Any estimate is not a maximum or fixed fee quotation. The payment of our fee is not contingent on outcome or success.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings.

Mr. James Hubbard
September 19, 2025
Page 2

Please review this letter and the Terms and Conditions carefully. If it meets with your approval, please sign it and return it with the required retainer, if any, so that we may begin work. If you do not agree with one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Again, let me thank you for retaining us in connection with this matter. I look forward to working with you.

Sincerely,

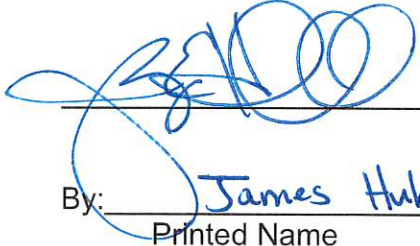


Allison L. Goico

ALG/bg

AGREED AND ACCEPTED

SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY


By: James Hubbard
Printed Name

10/6/2025
Date

1. Engagement of Our Services

The law firm of Dinsmore & Shohl LLP (the "Firm") has undertaken to represent you and to act on your behalf. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment and are not guarantees. Also, our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

2. The Scope of Our Representation

Our clients in this matter are the persons or entities identified ("client" or "clients") in our engagement letter ("engagement letter") to which this Statement of Engagement Terms is attached. Unless specifically identified in the engagement letter, our representation of the client does not include representation of (i) parent companies or other owners of the client, (ii) subsidiaries or other affiliates of the client, (iii) partners of the client, (iv) family members of the client, or (v) beneficial owners of the client. The clients are hiring the Firm to represent them in connection with issues or claims arising out of the matters identified in the engagement letter, and only those matters unless specifically agreed in a writing signed by the Firm. We will provide services of a strictly legal nature related to the matters described in the engagement letter. You will provide us with the factual information and materials we require to perform such services, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment or accounting decisions, unless otherwise specified in the engagement letter.

3. Relationships With Other Clients

In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients on a variety of legal matters. Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our common representation of you and any other existing client of the Firm. We have specifically considered any persons and business you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

4. Who Will Provide the Legal Services

The principal attorney contacts for this matter are identified in the engagement letter. Subject to the decision of these principal attorneys, your work or parts of it may be performed from time to time by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis..

5. Responsibilities of the Parties

The Firm will provide those legal services reasonably required to represent the clients and will take reasonable steps to keep clients informed of progress and developments, and to respond promptly

to inquiries and communications. The clients agree to cooperate with the Firm, to keep the Firm informed of any information and developments which may come to clients' attention, and to abide by these terms. The clients agree to appear at all legal proceedings when the Firm deems it necessary, and generally to cooperate fully with the Firm in all matters related to the preparation and presentation of the clients' claims. If the clients believe that any portion of the fees payable to the Firm may be covered by a policy of insurance, it is the responsibility of clients to bring such policy to the attention of the Firm for review.

6. Legal Fees

Time spent on a project is recorded on a daily basis. Such time may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing evidence and materials.

7. Costs and Litigation Expenses

Charges, in addition to time charges, will be made for certain items. Examples include charges for travel, postage related to mass mailings or related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, messenger service, and secretarial overtime. To aid in the preparation and presentation of the clients' case, it may be necessary to hire expert witnesses, consultants and/or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, after consultation with clients. The Firm requires that you pay all third-party vendors for goods and services directly for any charges in excess of \$1,500.

8. Payment Terms

Statements for fees and disbursements will be sent monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, we reserve the right to postpone or defer providing additional services or to discontinue our representation if your matter and/or case has not reached its conclusion. We may have performed certain legal services and incurred charges before you sign the engagement letter. If so, we will bill for these services and charges in our first statement. We reserve the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days.

9. Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his or her lawyer. We can perform at our best only if we are aware of all information that may be relevant to our representation of you. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, members, directors, managers, partners, trustees or persons or business organizations that have a relationship to you. Of course, we sometimes also represent individuals and persons related to an entity client in matters that we believe do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

10. Use of E-mail to Transmit Documents

The Firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

11. Use of Your Name

Subject to any limitations you communicate to us in writing, you agree that we may describe, using solely public information, cases and other matters in which we have acted as your counsel, in informational material, including the Firm's web sites. We will not use your name in any such description without your advance consent.

12. Termination

Either clients or the Firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical. We try to identify in advance and discuss with our clients any situation which may lead to withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, the Firm has no continuing obligation to advise you in connection with future legal developments pertaining to the matter.

Notwithstanding the Firm's withdrawal or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, clients, jointly and severally, will remain obligated to pay the Firm for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of the Firm's services, clients remain obligated to pay the Firm for all services rendered prior to the date of withdrawal or discharge.

13. Retention of Files

For various reasons, including the minimization of unnecessary storage expense, the firm generally retains client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.



Financial Summary - October 2025

November 11, 2025

Agenda – Financial Summary

- Statement of Operations for October '25
 - Key Drivers
 - Detail Profit & Loss Statement
 - County Sales Tax Trend
- Cashflow and Obligation Report
- Investment Balance Update

Profit & Loss – Summary / Key Drivers

Summary

- Total Revenue \$14.4M - favorable to Budget \$272k or 1.9%
- Total Expense \$14.3M - unfavorable to Budget (\$451k) or (3.2%)
- Operating Capital Contribution \$0.1M - unfavorable to Budget (\$179k)
- Note: Ridership total is 1,341k – unfavorable to Budget (40k) or (2.9%)

Revenue

- Total Operating Revenue \$2.2M - unfavorable to Budget (\$75k) or (3.2%)
- Non-Transportation \$0.6M – favorable to Budget \$44k or 7.3%
- County Sales Tax \$10.1M – favorable to Budget \$303k based on July receipts
- Federal Grants \$1.5M - on Budget

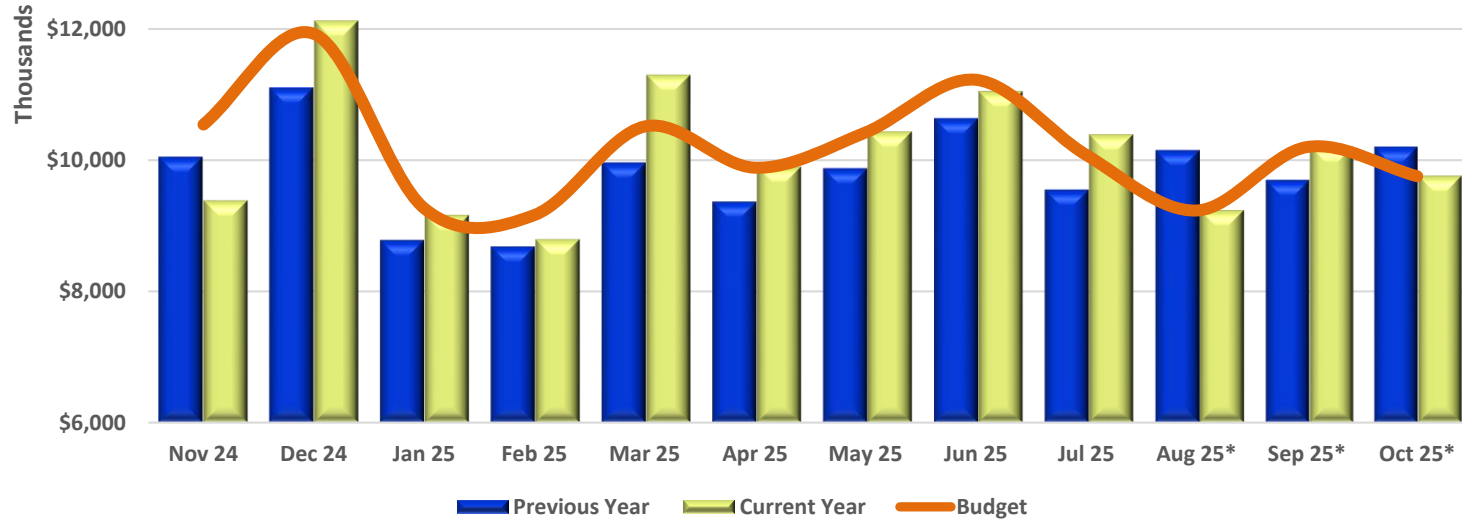
Expense

- Wages & Benefits \$10.6M - favorable to budget \$14k or 0.1%
- Fuel and Lubricants \$786k - unfavorable to budget (\$61k) or (8.5%)
- Parts & Supplies \$1.1M – unfavorable to Budget (\$354k) or (45.7%)
- All Other \$1.8M – unfavorable to Budget (\$55k)



10 Mos Ending Oct 31, 2025 (\$ In Thousands)		Month				Year to Date					
		Actual	Budget	Fav(Unfav)		Actual	Budget	Fav(Unfav)		Prior Year	
Ridership											
Regular		1,070,520	1,110,216	(39,696)	(3.6%)	9,789,496	10,791,625	(1,002,129)	(9.3%)	9,943,208	
CPS		238,593	241,500	(2,907)	(1.2%)	1,359,615	1,359,000	615	0.0%	1,285,670	
Subtotal Fixed Route		1,309,113	1,351,716	(42,603)	(3.2%)	11,149,111	12,150,625	(1,001,514)	(8.2%)	11,228,878	
Access		17,425	17,628	(203)	(1.2%)	151,975	157,897	(5,922)	(3.8%)	151,167	
MetroNow!		13,980	11,100	2,880	25.9%	111,690	99,900	11,790	11.8%	66,402	
Total Ridership		1,340,518	1,380,444	(39,926)	(2.9%)	11,412,776	12,408,422	(995,646)	(8.0%)	11,424,597	
Operating Revenue											
Metro Fares	\$	1,361	\$ 1,554	\$ (193)	(12.4%)	\$ 11,558	\$ 13,300	\$ (1,743)	(13.1%)	\$ 11,589	
Access Fares		125	69	56	80.8%	612	637	(25)	(3.9%)	579	
MetroNow! Fares		35	21	14	68.2%	245	200	45	22.7%	135	
CPS Fares		495	451	43	9.6%	3,356	2,683	672	25.1%	2,546	
Other Contract Revenue		217	212	5	2.2%	2,081	2,026	55	2.7%	1,874	
Total Operating Revenue		2,233	2,308	(75)	(3.2%)	17,851	18,846	(995)	(5.3%)	16,723	
Non-Operating Revenue											
County Sales Tax		10,059	9,756	303	3.1%	100,179	99,759	420	0.4%	97,806	
Federal Subsidies		1,513	1,513	-	-	15,130	15,130	-	-	8,427	
Non Transportation		641	597	44	7.3%	7,914	7,810	104	1.3%	9,117	
Total Non-Operating Revenue		12,213	11,866	347	2.9%	123,223	122,699	524	0.4%	115,350	
Total Revenue		14,446	14,174	272	1.9%	14,1074	14,1545	(471)	(0.3%)	132,073	
Expenses											
Employee Wages & Benefits		10,576	10,590	14	0.1%	101,063	103,569	2,506	2.4%	98,681	
Fuel & Lubricants		786	725	(61)	(8.5%)	7,016	7,089	73	1.0%	6,823	
Parts & Supplies		1,129	775	(354)	(45.7%)	9,923	8,265	(1,658)	(20.1%)	7,998	
Everybody Rides Metro Fund		30	35	5	15.3%	253	350	97	27.7%	43	
Other		1,822	1,767	(55)	(3.1%)	20,192	19,553	(638)	(3.3%)	16,872	
Total Expenses		14,343	13,892	(451)	(3.2%)	138,447	138,826	380	0.3%	130,417	
Operating Capital Contribution	\$	103	\$ 282	\$ (179)		\$ 2,628	\$ 2,719	\$ (91)		\$ 1,656	

County Sales Tax – Year to Date



(\$000's)	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25 *	Sep 25 *	Oct 25 *
Current Year	\$9,380	\$12,116	\$9,159	\$8,788	\$11,291	\$9,895	\$10,429	\$11,042	\$10,384	\$9,234	\$10,201	\$9,756
Budget	\$10,545	\$11,928	\$9,269	\$9,165	\$10,516	\$9,887	\$10,423	\$11,227	\$10,081	\$9,234	\$10,201	\$9,756
Previous Year	\$10,049	\$11,105	\$8,781	\$8,683	\$9,963	\$9,366	\$9,875	\$10,636	\$9,551	\$10,149	\$9,696	\$10,205

* August through October of 2025 are recorded at budget due to the 3-month delay in reporting from State Office

Cashflow and Obligation Report



Overnight Investments	\$28,121,430
Securities & CD's	\$122,891,735

Total All Securities (10/31/2025)	\$151,013,165
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Current Capital Reserve Obligations

<i>BRT Project Development (Hamilton & Reading Corridors) - Amts Pd</i>	\$30,460,696
<i>Future BRT Capital Match (Fed 70% & Local 30%)</i>	\$40,500,000
Total BRT	\$70,960,696
Local Match - FTA and ODOT Grants	\$18,882,237
100% Local Projects (Prior Years Open + Current Year)	\$31,587,066
2 Months of Operating Expenses	\$26,000,000
All Other Obligations	\$6,500,000
Total Current Capital Reserve Obligations	\$153,929,999

Net Unrestricted Securities Available	(\$2,916,834)
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2025 Remaining Operating Budget Surplus (Deficit) Nov-Dec	\$3,713,000
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Net Unrestricted Securities + '25 Operating Budget Surplus	\$796,166
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