



SORTA/Metro
Board Meeting
August 26, 2025
6:00 pm-7:00 pm Eastern Time

SORTA BOARD OF TRUSTEES MEETING
TUESDAY, AUGUST 26TH, 2025 – 6:00 P.M.
SORTA BOARD ROOM 6th FLOOR
525 VINE STREET,
CINCINNATI, OHIO, 45202

General Items:

Call to order

Pledge of Allegiance

- 1 Oath of Office: Rickell Howard Smith (Kim Schaefer, Legal Counsel)

Hearings from citizens

Chair Update

Action Item:

- 2 Approval of Board Minutes July 22nd, 2025

Finance Committee (Blake Ethridge)

Planning & Operations Committee (Pete Metz)

Procurement Consent Agenda:

- 3 Proposed Resolution: Contract Modification to 100-2022 Right of Way Appraisal Services (Jason Roe)

3.1 Action Item:

- 4 Proposed Resolution: Contract Award for 093-2025 Emergency Repairs to RTC Elevator (Jeff Mundstock)

4.1 Action Item:

- 5 Proposed Resolution: Contract Award for 094-2025 Emergency Repairs to RTC Switch Gear Equipment (Jeff Mundstock)

5.1 Action Item:

Infrastructure, Bike and ROW (Sara Sheets)

Action Items:

- 6 MTIF Presentation (Khaled Shammout/Jason Roe)

- 7 Proposed Resolution: Approval of Award 2025 Infrastructure Fund Projects (Khaled Shammout/Jason Roe)

7.1 Action Item:

- 8 Proposed Resolution: Approval of Western Hills Viaduct – First Amendment (Khaled Shammout/Jason Roe)

8.1 Action Item:

Briefing Items:

- 9 Financial Results for July 31st, 2025 (Tim Walker)
- 10 Progress and Priorities (Andy Aiello)
- 11 New Business

Other Items:

Adjournment

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

Tuesday, September 23rd, 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, July 22nd 2025, 9:00 a.m.

BOARD MEMBERS PRESENT: Tianay Amat, Jay Bedi, Tony Brice, Chelsea Clark, Blake Ethridge, Kala Gibson, Neil Kelly, Pete Metz, Briana Moss, Sara Sheets and Sonja Taylor

BOARD MEMBERS ABSENT: Dan Driehaus, Trent Emenecker, Greg Simpson and KZ Smith

STAFF MEMBERS: Andy Aiello, Delmaro Dowell, John Edmondson, Pat Giblin, Adriene Hairston, Brandy Jones, Natalie Krusling, Tony Russo, Khaled Shammout, Bill Spraul and Tim Walker

LEGAL COUNSEL: Kim Schaefer (Vorys, Sater, Seymour and Pease LLP)

GUEST/PUBLIC PRESENT: N/A

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

N/A

CEO STAR AWARD

Queensgate Operator Delmaro Dowell was presented with a CEO Star Award. Delmaro helped locate a critically missing man and took decisive action to keep him safe while contacting authorities.

CHAIR UPDATE

Blake spoke about the August 23rd operator career fair and the recent Board/Administrator APTA conference held in Kansas City.

MEETING MINUTES

Mr. Kelly made a motion that the minutes from the June 24th, 2025, board meeting be approved as previously mailed and Mr. Brice seconded the motion.

By voice vote, the SORTA Board approved the minutes.

FINANCE COMMITTEE

Ms. Clark reported on the Finance Committee meeting held on July 15th 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 July 15th 2025, and there were items(s) to present for Board Approval.

PROPOSED RESOLUTION NO: 27: APPROVAL OF CONTRACT MODIFICATION 54-2019 FOR 54-2019 MEDICAL EXAM SERVICES

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract modification will approve modified contract no. 54-2019 on behalf of Metro and Bethesda Healthcare, Inc., dba TriHealth Corp, Health increasing the total not to exceed value from \$845,146 to \$1,132,570, an increase of \$287,424.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 28: APPROVAL OF CONTRACT MODIFICATION 33-2022 FOR 33-2022 TRAPEZE SCHEDULING SOFTWARE

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract modification will approve modified contract no. 33-2022 on behalf of Metro and Trapeze Software Group, increasing the total not to exceed value from \$2,705,574 to \$2,890,296, an increase of \$184,722.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 29: APPROVAL OF CONTRACT MODIFICATION 126-2023 FOR FLEETWATCH UPGRADE

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract modification will approve modified contract no. 126-2023 on behalf of Metro and S&A Systems, Inc., increasing the total not to exceed value from \$433,262 to \$500,737, an increase of \$67,475.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 30: APPROVAL OF CONTRACT MODIFICATION 199-2023 FOR TEMPORARY LABOR SERVICES

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract modification will approve modified contract no. 199-2023 on behalf of Metro and Robert Half Government, increasing the total not to exceed value from \$458,282 to \$703,282, an increase of \$245,000.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 31: APPROVAL OF CONTRACT 066-2025 FOR DIESEL EXHAUST FLUID

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract will approve contract no. 066-2025 on behalf of Metro and PetroChoice, LLC., at a total of \$217,800.

By roll call, the Board approved the resolution.

PROPOSED RESOLUTION NO: 32: APPROVAL OF CONTRACT 078-2025 FOR NORTHSIDE TRANSIT CENTER INFORMATION MONITORS

Mr. Ethridge moved for adoption and Ms. Sheets seconded the motion. The contract will approve contract no. 078-2025 on behalf of Metro and Message Point Media of Alabama, at a total cost of \$131,246.

By roll call, the Board approved the resolution.

PARATRANSIT COMMITTEE

Mr. Kelly reported on the Paratransit Committee meeting held on July 15th 2025, and there were no items(s) to present for Board Approval.

FINANCIAL REPORTS AS OF JUNE 30TH, 2025

Mr. Walker presented the June financial results. Total revenues were \$15.8 million, which was favorable to budget by \$796k. Total expenses were \$14.2 million, which is unfavorable to budget by \$337k. Operating Capital Contribution was (\$1.5) million, which was favorable to budget by \$459k. Ridership was 1,043k, which is unfavorable to budget by 55k. Mr. Walker presented the Cashflow and Obligation Report with a total All Securities at \$161,973,188, Net Unrestricted Securities Available at (\$1,970,737) and Net Unrestricted Securities and 2025 Operating Budget Surplus at \$2,841,264. 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 State and Federal Funding, National Transit Database (NTD) Reporting, Preventable Accidents Reach New Low, Access/MetroNow! Operator Growth and Coaching for Operator Success.

The SORTA Board accepted the report as presented.

2025 STRATEGIC PLAN UPDATE PROCESS

Mr. Ethridge and Ms. Sheets presented the 2025 Strategic Plan Update Process and reviewed the purpose, team and the steps and timeline.

The SORTA Board accepted the report as presented.

NEW BUSINESS

N/A

ADJOURNMENT

The meeting adjourned at 10:01 a.m.

NEXT MEETING

The next regular meeting of the SORTA Board of Trustees has been scheduled for
August 26th, 2025, at 6:00 P.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

Project	Method	Vendor	Award	Term	Funding
100-2022* ROW Appraisal Services	Contract Modification / Sole Source Award	AECOM Technical Services, Inc.	\$466,203 (o) \$300,000 (m) \$766,206	3.75 years Apr 2023 – Dec 2026	Reimbursable from proceeds
093-2025* Emergency Repairs – RTC Elevator	Emergency Procurement / Sole Source Award	American Elevators, Inc.	\$386,410	1 year Aug 2025 – Sep 2026	RTC Funds
094-2025* Emergency Repair – RTC Electrical Switch Gear	Emergency Procurement / Sole Source Award	Atkins & Stang, Inc.	\$545,500	1 year Aug 2025 – Sep 2026	RTC Funds

*denotes non-competitive or non-negotiable award

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

Total Awards for Month \$1,231,910
Total MAX Spend for Month \$--

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

2025 Total Spend \$27,466,197
2025 MAX Spend \$3,794,289 (13.4%)

2025 Total Addressable Spend \$21,841,386
2025 Effective MAX Part. Rate 17.4%

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi, Trent Emeneker and Greg Simpson
APPROVED: August 26, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: August 19, 2025
FROM: John Edmondson, Sr. Director of Procurement
Jason Roe, Director of Infrastructure and Development Program
PROJECT NO.: 100-2022 Right of Way (ROW) Appraisal Services
REQUEST: Contract Modification

BACKGROUND

Metro owns approximately 27 miles of former rail right of way along three (3) corridors; Oasis, Blue Ash North, and Blue Ash South. The right of way was originally acquired using FTA funding to assist in transit rail service. The acquired property is no longer needed for its intended purpose and must be sold pursuant to FTA requirements.

The FTA has strict guidelines regulating the acquisition and sale of real property using FTA funding. Metro is under instructions from FTA to dispose of rail right of way purchased with FTA funding that is no longer in use as originally intended. In addition, the State of Ohio has strict requirements pursuant to the sale of real property. In both instances, valuation of property is a requirement to ensure that all parcels are sold at fair market value. FTA imposes an additional requirement in the review of all real property appraisals prior to finalizing sales. Metro does not have the staff expertise to complete property valuations and needs professional third-party services.

BUSINESS PURPOSE

A contract modification is needed to add additional funds for expenses related to a reappraisal of the Blue Ash North and Oasis Lines following an attempted sale and to extend the time for ongoing technical assistance related to supporting the disposal of rail right of way.

PROJECT FINANCING

The budget for the modification is \$300,000 and will be financed using local operating funds.

The final modification cost of \$300,000 is unbudgeted, making it **unfavorable to budget by \$300,000**.

PROJECT PROCUREMENT

The modification is a sole source award and is exempt from the competitive process. As such, no vendor outreach was conducted.

The modification does not add new work to the current scope.

The period of performance is extended from March 2026 to December 2026.

SMALL BUSINESS ENGAGEMENT



The modification is a sole source award and is exempt from the small business review process. As such, no subcontracting opportunities are available and no small business analysis performed.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute a modification to Contract No. 100-2022, on behalf of Metro with AECOM Technical Services, Inc., increasing the total not to exceed value from \$466,203 to \$766,203, an increase of \$300,000.

ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi, Trent Emeneker and Greg Simpson
APPROVED: August 26, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: August 19, 2025
FROM: John Edmondson, Sr. Director of Procurement
Jeff Mundstock, Director of Maintenance Technical Services
PROJECT NO.: 093-2025 Emergency Repairs for RTC Elevators
REQUEST: Contract Award

BACKGROUND

Metro has an agreement with the City of Cincinnati for the use of the Riverfront Transit Center ("RTC"). The RTC is used as a layover location for Metro and Butler County Regional Transit Authority ("BCRTA") and is utilized by the Transit Authority of Northern Kentucky ("TANK") for game day drop-off and pick-up. As part of the agreement, Metro is responsible for maintaining the space and making any repairs that are required to ensure safe operation and accessibility.

BUSINESS PURPOSE

The RTC was recently flooded by heavy rains. As a result, the elevators in the RTC were damaged and require immediate repairs before normal operations can resume.

PROJECT FINANCING

The budget for this project is \$386,410 and will be financed using revenue from the RTC fund.

PROJECT PROCUREMENT

A Declaration of Emergency was issued by the City of Cincinnati on May 6, 2025, recognizing the catastrophic impact of the flood waters. This award was made pursuant to Ohio Revised Code ("ORC") Title 3, Section 306.43, which suspends the competitive selection process for purchases "involving actual physical damage to structures, supplies, equipment, or property." As such, no vendor outreach was conducted.

The contract is a firm fixed-fee contract that will expire in September 2026.

SMALL BUSINESS ENGAGEMENT

As an emergency procurement, this is a sole source award and is exempt from the small business review process. As such, no subcontracting opportunities are available and no small business analysis performed.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute Contract No.



093-2025, on behalf of Metro with American Elevators, Inc., with a not to exceed value of \$386,410.

BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 2025-35



BOARD OF TRUSTEES ACTION ITEM

DATE: August 19, 2025

FROM: John Edmondson, Sr. Director of Procurement
 Jeff Mundstock, Director of Maintenance Technical Services

PROJECT NO.: 094-2025 Emergency Repairs for Electrical Switch Gear

REQUEST: Contract Award

BACKGROUND

Metro has an agreement with the City of Cincinnati for the use of the Riverfront Transit Center ("RTC"). The RTC is used as a layover location for Metro and Butler County Regional Transit Authority ("BCRTA") and is utilized by the Transit Authority of Northern Kentucky ("TANK") for game day drop-off and pick-up. As part of the agreement, Metro is responsible for maintaining the space and making any repairs that are required to ensure safe operation and accessibility.

BUSINESS PURPOSE

The RTC was recently flooded by heavy rains. As a result, the electrical systems were damaged and require immediate repairs before normal operations can resume.

PROJECT FINANCING

The budget for this project is \$545,500 and will be financed using revenue from the RTC fund.

PROJECT PROCUREMENT

A Declaration of Emergency was issued by the City of Cincinnati on May 6, 2025, recognizing the catastrophic impact of the flood waters. This award was made pursuant to Ohio Revised Code ("ORC") Title 3, Section 306.43, which suspends the competitive selection process for purchases "involving actual physical damage to structures, supplies, equipment, or property." As such, no vendor outreach was conducted.

The contract is a firm fixed-fee contract that will expire in September 2026.

SMALL BUSINESS ENGAGEMENT

As an emergency procurement, this is a sole source award and is exempt from the small business review process. As such, no subcontracting opportunities are available and no small business analysis performed.

RECOMMENDED BOARD ACTION

Staff recommends the Board of Trustees approve a resolution authorizing the CEO/General Manager/Secretary-Treasurer or the Senior Director of Procurement to execute Contract No. 093-2025, on behalf of Metro with Atkins & Stang, Inc., with a not to exceed value of \$544,500.



Infrastructure, Bike and ROW

August 19, 2025

Transit Infrastructure Fund Update

■ Timeline of Fund Program

- ✓ • March 3, 2025: Call for project proposals
- ✓ • May 30, 2025: Proposals submittal deadline
- ✓ • Jun 4, 2025: Proposals distributed to evaluation teams
- ✓ • Jun–Jul 2025: Projects review and scoring
- ✓ • Aug 19, 2025: Presentation to Infrastructure, Bike, and ROW Committee
- Aug 26, 2025: SORTA Board confirms recommendations
- QTR 3, 2025: District 2 Integrating Committee's final approval of projects
- QTR 4, 2025: Transit Authority enters into agreements with the Awardees
- QTR 1, 2026: Funds are made available to Awardees

Transit Infrastructure Fund Update

- Received 41 proposals
- From 25 different municipalities
- 7 municipalities submitted 2 or more proposals

■ City of Cheviot	■ City of Cincinnati	■ City of Forest Park	■ City of Harrison	■ City of Madeira
■ City of Mt. Healthy	■ City of Norwood	■ City of Reading	■ City of Sharonville	■ City of Springdale
■ City of Wyoming	■ Colerain Township	■ Hamilton County	■ Springfield Township	■ Sycamore Township
■ Symmes Township	■ Village of Addyston	■ Village of Glendale	■ Village of Greenhills	■ Village of Lincoln Heights
■ Village of Lockland	■ Village of Mariemont	■ Village of Silverton	■ Village of St. Bernard	■ Village of Woodlawn

Received 41 Proposals

Cincinnati - 6x

Colerain Twp – 3x

Glendale – 2x

Hamilton Co – 3x

Lincoln Heights – 2x

Mariemont – 4x

Springfield Twp – 2x

Municipality	Project Name	Project Type	Total Cost	Total Request
Anderson Township	Sutton Road Sidewalks	Sidewalk	\$413,100	\$206,550
Blue Ash	West Lake Forest Drive Sidewalk	Sidewalk	\$1,134,695	\$567,348
Cincinnati	Warsaw Avenue Improvements	Road	\$8,700,000	\$4,835,000
Cincinnati	Ridge Avenue Rehabilitation	Road	\$6,500,000	\$3,000,000
Cincinnati	Hopple Street Viaduct - Major Preventative Maintenance Project	Bridge/Tunnels	\$8,913,167	\$999,000
Cincinnati	Elm to Main Street Improvements	Road	\$700,000	\$560,000
Cincinnati	CUF Raised Sidewalks	Sidewalk	\$1,400,000	\$140,000
Cincinnati	Reading and Summit Improvements	Road	\$1,200,000	\$120,000
Colerain Township	Poole Road Sidewalk	Sidewalk	\$494,659	\$241,518
Colerain Township	Springdale Road Sidewalk - East	Sidewalk	\$1,051,155	\$258,567
Colerain Township	Amarillo Court Reconstruction	Road	\$732,789	\$366,000
Deer Park	Galbraith Road Roadway Improvements	Road	\$1,655,011	\$300,910
Elmwood Place	Vine Street Improvements	Road	\$826,000	\$578,200
Evendale	Evendale Commons Transfer-Layover Station	Other	\$358,000	\$303,000
Glendale	Ivy Avenue Roadway Reconstruction	Road	\$647,295	\$323,647
Glendale	Fountain Avenue Roadway Improvements	Road	\$1,722,215	\$861,107
Glendale	Congress/Coral/Washington Intersection Improvements	Road	\$475,000	\$332,500
Golf Manor	Mayflower Drive Improvements	Road	\$1,005,000	\$502,500
Hamilton Co	Delhi Pike & Bender Road	Road	\$4,356,000	\$3,920,400
Hamilton Co	North Bend Road & Seymour & Caldwell Avenues	Road	\$5,134,000	\$4,623,300
Hamilton Co	Salem Road	Road	\$3,377,000	\$3,039,300
Harrison	Dry Fork Improvements	Road	\$3,735,100	\$1,867,550
Lincoln Heights	Shepard Lane and Shepard Drive Improvements	Road	\$599,940	\$539,946
Lincoln Heights	Byrd Avenue Roadway Improvements	Road	\$411,895	\$370,705
Lockland	Wyoming Avenue Rehabilitation	Road	\$533,500	\$373,450
Mariemont	Indianview Avenue Rehabilitation	Road	\$100,000	\$50,000
Mariemont	West Street Rehabilitation	Road	\$100,000	\$50,000
Mariemont	Miami Bluff Drive Rehabilitation	Road	\$112,000	\$56,000
Mariemont	Center Street Rehabilitation	Road	\$100,000	\$50,000
Montgomery	Montgomery Road Sidewalk Addition	Road	\$489,006	\$342,304
Mt. Healthy	Seward Avenue Rehabilitation	Road	\$994,000	\$795,200
Norwood	Weyer Avenue Improvements	Road	\$1,420,000	\$710,000
Reading	Jefferson Avenue Improvements	Road	\$773,000	\$386,500
Sharonville	Kemper Road Repaving	Road	\$1,320,183	\$924,128
Silverton	Plainfield Road Improvements	Road	\$5,748,000	\$900,000
Springfield Township	Springdew and Butterfly Improvements	Road	\$989,900	\$494,950
Springfield Township	Seven Hills Improvements	Road	\$1,719,250	\$859,625
St. Bernard	Tower and Washington Avenue Improvements	Road	\$1,320,000	\$660,000
Sycamore Township	Canterbury Gardens	Road	\$7,138,868	\$4,997,207
Woodlawn	Riddle Road Sidewalk Connection	Sidewalk	\$336,072	\$305,520
Wyoming	Mt. Pleasant Road Improvements	Road	\$4,200,000	\$2,100,000
Total			\$82,935,800	\$42,911,932

Funding Requests

66.14% of the funds requested were for large projects.

33.86% of the funds requested for small projects.

Recommended Awards Round 5

Large Project Category	Municipality	Project Name	Project Type	Total Cost	Awarded Amount	Score
	Cincinnati	Ridge Avenue Rehabilitation	Road	\$6,500,000	\$3,000,000	6.58
	Sycamore Township	Canterbury Gardens	Road	\$7,138,868	\$4,324,007	6.55
	Hamison	Dry Fork Improvements	Road	\$3,735,100	\$1,867,550	5.75
	Hamilton Co	Delhi Pike & Bender Road	Road	\$4,356,000	\$3,920,400	5.10
	Wyoming	Mt. Pleasant Road Improvements	Road	\$4,200,000	\$2,100,000	5.05
	Hamilton Co	Salem Road	Road	\$3,377,000	\$3,039,300	4.06
	Hamilton Co	North Bend Road & Seymour & Caldwell Avenues	Road	\$5,134,000	\$0	3.76
	Cincinnati	Warsaw Avenue Improvements	Road	\$4,835,000	\$0	0.00
				\$32,775,968	\$18,251,257	

Large Project Category - Project Request => \$1M

(66.7% of available funds)

Projects Highlighted In Green Are Recommended for Award

The Warsaw Avenue Improvements project is ineligible based on the program guidelines.

Recommended Awards Round 5

Small Project Category

- Project Request < \$1M
- 33.3% of available funds

Projects Highlighted In Green Are Recommended for Award



S m a l l	Municipality	Project Name	Project Type	Total Cost	Awarded Amount	Score
	Silverton	Plainfield Road Improvements	Road	\$5,748,000	\$900,000	5.90
	Colerain Township	Springdale Road Sidewalk - East	Sidewalk	\$1,051,155	\$258,567	5.98
	Evendale	Evendale Commons Transfer-Layover Station	Other	\$358,000	\$303,000	5.95
	Colerain Township	Poole Road Sidewalk	Sidewalk	\$494,659	\$241,518	5.88
	Deer Park	Galbraith Road Roadway Improvements	Road	\$1,655,011	\$300,910	5.83
	Cincinnati	Reading and Summit Improvements	Road	\$1,200,000	\$120,000	5.68
	Springfield Township	Seven Hills Improvements	Road	\$1,719,250	\$859,625	5.57
	Cincinnati	CUF Raised Sidewalks	Sidewalk	\$1,400,000	\$140,000	5.38
	Lockland	Wyoming Avenue Rehabilitation	Road	\$533,500	\$373,450	5.20
	Cincinnati	Hopple Street Viaduct - Major Preventative Maintenance	Bridge/Tunnels	\$8,913,167	\$999,000	5.17
	St. Bernard	Tower and Washington Avenue Improvements	Road	\$1,320,000	\$660,000	5.16
	Elmwood Place	Vine Street Improvements	Road	\$826,000	\$578,200	5.02
	Montgomery	Montgomery Road Sidewalk Addition	Road	\$489,006	\$234,440	4.91
	Norwood	Weyer Avenue Improvements	Road	\$1,420,000	\$710,000	4.86
	Reading	Jefferson Avenue Improvements	Road	\$773,000	\$386,500	4.84
	Anderson Township	Sutton Road Sidewalks	Sidewalk	\$413,100	\$206,550	4.77
	Glendale	Fountain Avenue Roadway Improvements	Road	\$1,722,215	\$861,107	4.71
	Cincinnati	Elm to Main Street Improvements	Road	\$700,000	\$560,000	4.58
	Glendale	Ivy Avenue Roadway Reconstruction	Road	\$647,295	\$323,647	4.56
	Golf Manor	Mayflower Drive Improvements	Road	\$1,005,000	\$502,500	4.41
	Lincoln Heights	Shepard Lane and Shepard Drive Improvements	Road	\$599,940	\$539,946	4.40
	Springfield Township	Springdew and Butterfly Improvements	Road	\$989,900	\$0	4.25
	Glendale	Congress/Coral/Washington Intersection Improvements	Road	\$475,000	\$0	4.19
	Mt. Healthy	Seward Avenue Rehabilitation	Road	\$994,000	\$0	4.08
	Sharonville	Kemper Road Repaving	Road	\$1,320,183	\$0	4.07
	Mariemont	Indianview Avenue Rehabilitation	Road	\$100,000	\$0	4.06
	Blue Ash	West Lake Forest Drive Sidewalk	Sidewalk	\$1,134,695	\$0	3.82
	Mariemont	West Street Rehabilitation	Road	\$100,000	\$0	3.81
	Mariemont	Miami Bluff Drive Rehabilitation	Road	\$112,000	\$0	3.66
	Lincoln Heights	Byrd Avenue Roadway Improvements	Road	\$411,895	\$0	3.56
	Mariemont	Center Street Rehabilitation	Road	\$100,000	\$0	3.56
	Colerain Township	Amarillo Court Reconstruction	Road	\$732,789	\$0	3.16
	Woodlawn	Riddle Road Sidewalk Connection	Sidewalk	\$336,072	\$0	2.03
	Total			\$39,794,832	\$10,058,960	

Action Needed

- Staff request your approval to move these award recommendations and their contracts to the Integrating Committee
- Total awards for Year 5 are \$28,310,217 in addition to the committed \$14.5 million for Western Hills Viaduct. Round 5 total funding \$42,810,217.

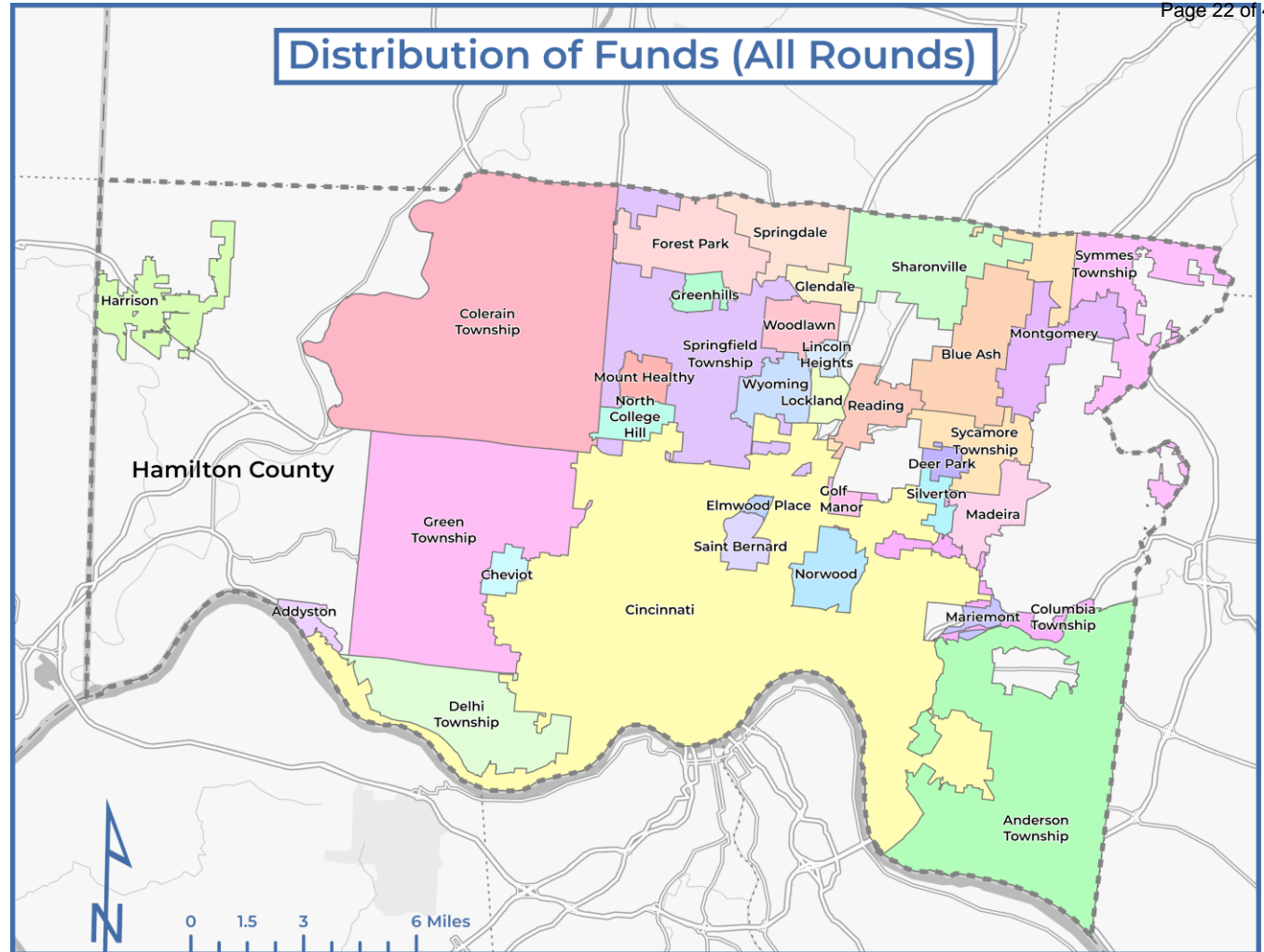
Summary

- 27 of 41 projects funded
- 20 jurisdictions will receive funds

Municipality	Project Name	Project Type	Total Cost	Awarded Amount	Score
Cincinnati	Ridge Avenue Rehabilitation	Road	\$6,500,000	\$3,000,000	6.58
Sycamore Township	Canterbury Gardens	Road	\$7,138,868	\$4,324,007	6.55
Harrison	Dry Fork Improvements	Road	\$3,735,100	\$1,867,550	5.75
Hamilton Co	Delhi Pike & Bender Road	Road	\$4,356,000	\$3,920,400	5.10
Wyoming	Mt. Pleasant Road Improvements	Road	\$4,200,000	\$2,100,000	5.05
Hamilton Co	Salem Road	Road	\$3,377,000	\$3,039,300	4.06
Silverton	Plainfield Road Improvements	Road	\$5,748,000	\$900,000	6.80
Colerain Township	Springdale Road Sidewalk - East	Sidewalk	\$1,051,155	\$258,567	5.98
Evendale	Evendale Commons Transfer-Layover Station	Other	\$358,000	\$303,000	5.95
Colerain Township	Poole Road Sidewalk	Sidewalk	\$494,659	\$241,518	5.88
Deer Park	Galbraith Road Roadway Improvements	Road	\$1,655,011	\$300,910	5.83
Cincinnati	Reading and Summit Improvements	Road	\$1,200,000	\$120,000	5.68
Springfield Township	Seven Hills Improvements	Road	\$1,719,250	\$859,625	5.57
Cincinnati	CUF Raised Sidewalks	Sidewalk	\$1,400,000	\$140,000	5.38
Lockland	Wyoming Avenue Rehabilitation	Road	\$533,500	\$373,450	5.20
Cincinnati	Hopple Street Viaduct - Major Preventative Maintenance	Bridge/Tunnels	\$8,913,167	\$999,000	5.17
St. Bernard	Tower and Washington Avenue Improvements	Road	\$1,320,000	\$660,000	5.16
Elmwood Place	Vine Street Improvements	Road	\$826,000	\$578,200	5.02
Montgomery	Montgomery Road Sidewalk Addition	Road	\$489,006	\$234,440	4.91
Norwood	Weyer Avenue Improvements	Road	\$1,420,000	\$710,000	4.86
Reading	Jefferson Avenue Improvements	Road	\$773,000	\$386,500	4.84
Anderson Township	Sutton Road Sidewalks	Sidewalk	\$413,100	\$206,550	4.77
Glendale	Fountain Avenue Roadway Improvements	Road	\$1,722,215	\$861,107	4.71
Cincinnati	Elm to Main Street Improvements	Road	\$700,000	\$560,000	4.58
Glendale	Ivy Avenue Roadway Reconstruction	Road	\$647,295	\$323,647	4.56
Golf Manor	Mayflower Drive Improvements	Road	\$1,005,000	\$502,500	4.41
Lincoln Heights	Shepard Lane and Shepard Drive Improvements	Road	\$599,940	\$539,946	4.40
		Total	\$62,295,266	\$28,310,217	

All Rounds

- 35 Jurisdictions
- 124 Projects
- \$349 Million



PROJECT GRANT AGREEMENT

Transit Infrastructure Fund

Round 5

Grantee(s)					
Grantee(s):		Grant No.:			
Project Site Address:					
City:		State:	Ohio	Zip:	
Project Local Jurisdiction:		Effective Date:	_/_/20_		
Project County:	Hamilton	Construction Commencement Date:	No later than _/_/20_		
Grant Funds:		End Date:	_/_/20_		
Reimbursement Percentage:		Integrating Committee Approval Date:	_/_/20_		
Project Contact					
Grantee Contact:		Title:	Project Manager		
Address:					
City:		State:	Ohio	Zip:	
E-Mail:					
Phone Number:		Fax Number:			

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **Southwest Ohio Regional Transit Authority (“Grantor”)** and **Grantee(s)** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with general construction or maintenance of roads or bridges at the Project Site listed above (the “**Project**”) and related to the provision of service by the Grantor. Grantor’s authorized representative shall be the Transportation Infrastructure Fund Liaison Officer (the “**TIFLO**”) or such individual authorized in writing by the Grantor’s Chief Executive Officer. This Agreement incorporates by reference the (a) “**Scope of Work**,” which is attached as Exhibit I; (b) the Transit Infrastructure Fund Applicant Guidelines Rules and Regulations Round 4 (Program Year 2024); (c) Grantee’s Application for Financial Assistance; and (d) those items set forth on the Grantee’s Transit Infrastructure Fund – Applicant Submission Checklist; provided, however, that if there is a conflict among this Agreement and any of those items, the Agreement will control followed by items (a) – (d) in that order of priority.

RECITALS

- A. Section 306.353 of the Ohio Revised Code (the “**ORC**”) provides the Grantor authority to levy a tax in accordance with ORC Section 5739.023 to fund construction or maintenance of roads or bridges related to the Grantor’s services.
- B. The Grantor will submit this Agreement for approval to the District Two Public Works Integrating Committee of Hamilton County (the “**Integrating Committee**”).
- C. The Integrating Committee will review and approve or deny Agreements submitted to it at least annually.
- D. The Grantor may expend Grant Funds only as authorized in an approved Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS HEREIN AND THE RECITALS SET FORTH ABOVE, WHICH ARE HEREBY INCORPORATED AS IF SET FORTH BELOW, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

1. **Project Funding.**

- (a) Transit Infrastructure Fund Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds and the timing listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of constructing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.
- (c) Budget or Funding Reductions. Grantee acknowledges that Grantor is subject to budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s current or anticipated funding levels for the Transit Infrastructure Fund be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in Project expenditure commitments outlined on Exhibit I of this Agreement.
- (d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual

agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a payment or reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing costs or expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon the Reimbursement Percentage of the actual eligible Project costs listed on the table above (the "Reimbursement Percentage"). Grantor shall be the sole judge of, and shall reasonably determine, the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, receipts and/or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a disbursement request. With each disbursement request, Grantee reaffirms its representations and warranties included in this Agreement. A sample Disbursement Request Form is attached as Exhibit II.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete or cause completion of the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "Term"), provided, however, that a Closeout Report and final Annual Report (as defined herein) will continue to be required to be submitted whether prior to or following the End Date, as will the obligations of section 8(a).

5. Additional Project Requirements. Construction must commence no later than one (1) year from the date of this Agreement unless otherwise approved in writing by the TIFLO. Failure

to meet Project schedules submitted with Grantee's application may result in termination of this Agreement at the sole discretion of Grantor. The minimum useful life for any Project is seven (7) years. Only construction and construction contingency costs are eligible costs. Ineligible costs include expenditures for improvements beyond basic requirements for infrastructure repair and post-construction restoration, with examples including but not limited to: (a) ornamental plants (other than trees) or structures; (b) decorative signs and other decorative items; (c) construction engineering and management; and (d) limited access highways, classified as Class 1 (such as I-275, I-75, I-74 and I-71). All cost overruns associated with the Project will be the sole responsibility of Grantee or other third parties (but not Grantor).

6. Non-Discrimination.

(a) DBE and Minority Hiring Goal. Grantee agrees to abide by any Disadvantaged Business Enterprise or similar applicable requirement, policy or workforce goals of Grantor, the State of Ohio and the United States for the Project.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting.

(a) Performance Reports. Grantee shall submit to Grantor Quarterly Reports and an Annual Report in the format required by Grantor (respectively, the "Quarterly Reports" and the "Annual Report"). Each Quarterly Report will provide an update on the construction progress during that quarter in narrative form, together with such information as Grantor requests. Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project. Quarterly Reports and Annual Reports shall be submitted by Grantee for each quarter or year (or part of a year) during which this Agreement is in effect and each Quarterly Report shall be received by Grantor no later than seventeen days following the end of the calendar quarter (with reports due April 15, July 15, October 15 and January 15) and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) Closeout Report. Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "Closeout Report") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) a summary of the impact the Grant

Funds had on the operations of Grantee and/or the community nearby; and (iv) any additional information the Grantor may reasonably request regarding the Project.

(c) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to execute binding agreements on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) Remedy. Performance reports are essential for Grantor's effective administration of this grant. If Grantee fails to submit any Quarterly Report, Annual Report or Closeout Report, and such breach continues uncured for more than 30 days, Grantor, in addition to its remedies under Section 10(b), may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Quarterly Report, Annual Report or Closeout Report is past due.

8. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records as are required by Grantor in Section 7(a) above and all relevant supporting documentation. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than two (2) days prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations, including but not limited to, as applicable, ORC Chapter 153.

(b) Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC § §

102.01 et seq., §§ 2921.01, 2921.42, 2921.43, and §§ 3517.13(I) and (J), and (2) it will take no action inconsistent with those laws and the order, as any of them may be amended, supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Additional Representations and Warranties. Grantee represents and warrants to Grantor that entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee. Grantee has complied with all procedures, prerequisites and obligations for the Project's application and approval under section 306.353 of the ORC, and all statements made in connection with Grantee's application and other submissions to Grantor remain true and correct as of the date hereof. Grantee is a county, municipal corporation or township located within the Grantor's territorial boundaries.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of ORC Chapter 4115. To the extent applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements related to the Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "Default Notice") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the TIFLO and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. If Grantee fails to complete or cause completion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds received by Grantee.
- (iii) Determine Grantee Ineligible for Future Awards. Grantor may determine that, due to Grantee's breach of this Agreement, that Grantee will be ineligible for future Transit Infrastructure Grant awards.
- (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, or (v) has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total

expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the TIFLO and any person performing services or supplying any equipment, materials, good, or supplies of the Project to Grantee sufficient to impose upon the TIFLO or Grantor any obligation hereunder. The Grantee shall be responsible for Grantee's use or application of the funds being provided by the TIFLO and the Grantee's construction or management of the Project.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the ORC including, without limitation, Section 306.353, have been complied with, and until such time as all funds have been made available and are forthcoming from the Transit Infrastructure Fund. In the event such funds become unavailable, or the Integrating Committee does not approve this Agreement, then Grantor shall have no further obligations hereunder.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Southwest Ohio Regional Transit
Authority
Attn: Andrew Aiello, CEO
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

If to Grantee:
To the Grantee Contact and address as set
forth on page one of this Agreement.

And a copy to the Transportation
Infrastructure Fund Liaison Officer
Attn: Khaled Shammout
525 Vine Street, Suite 500
Cincinnati, Ohio 45202

14. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Hamilton County, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the TIFLO involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Hamilton County, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Counterpart Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. 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.

(m) Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event causes a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemic or pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Roadwork Project or over a party's operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

(n) Project Sign. Grantee shall erect a sign on the Project Site, at Grantee's cost, acknowledging the Grantor's role in the Project, provided that the location thereof shall be agreed upon mutually by the Grantor and the Grantee. The sign shall be at least six (6) feet by four (4) feet and be at least four (4) feet above the ground. The sign shall be in place through the duration of the construction project.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantor:	Grantor:
	Southwest Ohio Regional Transit Authority
Sign: _____	Sign: _____
Print: _____	Print: Andrew Aiello
Title: _____	Title: CEO/GM
Date: _____	Date: _____

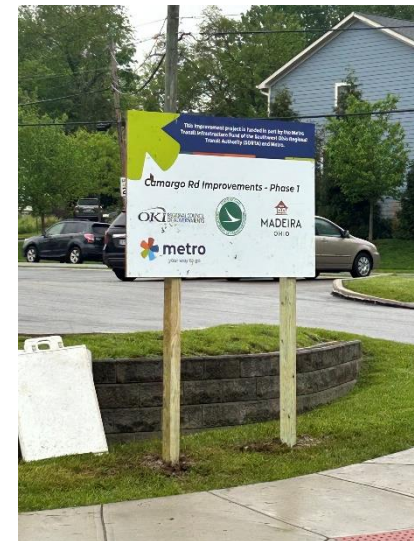
Next Steps

■ Timeline of Fund Program

- ✓ • March 3, 2025: Call for project proposals
- ✓ • May 30, 2025: Proposals submittal deadline
- ✓ • Jun 4, 2025: Proposals distributed to evaluation teams
- ✓ • Jun–Jul 2025: Projects review and scoring
- ✓ • Aug 19, 2025: Presentation to Infrastructure, Bike, and ROW Committee
- Aug 26, 2025: SORTA Board confirms recommendations
- QTR 3, 2025: District 2 Integrating Committee's final approval of projects
- QTR 4, 2025: Transit Authority enters into agreements with the Awardees
- QTR 1, 2026: Funds are made available to Awardees



Thank You!



ABSENT NON-
VOTING
MEMBERS AT
THE TIME: Jay Bedi, Trent Emeneker and Greg Simpson
APPROVED: August 26, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: August 19th, 2025

FROM: Jason Roe, Director of Infrastructure & Development Programming
Khaled Shammout, Chief Strategic Planning, Development, & Innovation Officer

PROJECT NO.:

REQUEST: Approval of Recommended 2025 Transit Infrastructure Fund Projects (Round 5)

BACKGROUND

In May 2020, Hamilton County voters passed Issue 7 which approved a sales and use tax in the amount of eight-tenths of one percent for a period of twenty-five years. Twenty-five percent (25%) of the proceeds of the levy are to be used for public infrastructure projects, primarily but not limited to, bridges and roads.

BUSINESS PURPOSE

The Transit Infrastructure Fund program is intended to assist localities within Hamilton County in improving the state of their transportation infrastructure.

The program is administered by SORTA, although grants made through the program will be awarded/approved by the Public Works Integrating Committee of Hamilton County in accordance with state law.

SORTA issued a general call for projects from the jurisdictions within and including Hamilton County. Projects submitted under this request have been reviewed and scored based upon the project scoring methodology approved by the SORTA Board for this program year.

FINANCIAL CONSIDERATIONS

Round 5 total award amount is \$42,810,217, which includes \$14,500,000 for the Western Hills Viaduct project.

PROJECT CONSIDERATIONS

SORTA received 41 proposals from twenty-five (25) different municipalities in Hamilton County.

RECOMMENDED BOARD ACTION

Approval of a resolution approving the contracts for the approved 2025 Transit Infrastructure Fund projects and authorizing the CEO/General Manager/Secretary-Treasurer to sign these contracts.



ABSENT NON-VOTING MEMBERS AT THE TIME: Jay Bedi, Trent Emeneker and Greg Simpson
APPROVED: August 26, 2025



BOARD OF TRUSTEES ACTION ITEM

DATE: August 19th, 2025

FROM: Jason Roe, Director of Infrastructure & Development Programming
Khaled Shammout, Chief Strategic Planning, Development, & Innovation Officer

PROJECT NO.:

REQUEST: Approval of the First Amendment to the Project Grant Agreement for the Western Hills Viaduct Project

BACKGROUND

In May 2020, Hamilton County voters passed Issue 7 which approved a sales and use tax in the amount of eight-tenths of one percent for a period of twenty-five years. Twenty-five percent (25%) of the proceeds of the levy are to be used for public infrastructure projects, primarily but not limited to bridges and roads. In Round 1 (2021) of the Transit Infrastructure Fund program the City of Cincinnati and Hamilton County were awarded \$205,000,000 for the replacement of the Western Hills Viaduct. The Project will replace the structurally deficient Western Hills Viaduct with a new structure immediately south of the existing viaduct. The Project will span the Mill Creek Valley and connect to a redesigned interchange with Interstate 75. The Project will accommodate vehicular traffic and a shared-use path on the south side. The existing viaduct will be demolished when it is no longer needed to serve vehicular traffic

BUSINESS PURPOSE

The Transit Infrastructure Fund was established to address critical regional projects like the Western Hill Viaduct, which is heavily used by several transit routes to facilitate public transportation needs.

The City of Cincinnati requests to amend the Original Grant Agreement to allow for Grant Funds that are currently available for the project to be used as a local match to secure federal grant funding for the project.

FINANCIAL CONSIDERATIONS

The Grantee shall be entitled to Grant Funds for the Project beginning in CY2023; (\$16,400,000 for CY2023; \$14,500,000 each future year of CY2024-CY2035; and the final installment of \$14,600,000 for CY2036); Maximum annual funding amounts and the maximum project total of \$205,000,000 remain unchanged.

Metro agrees to allow flexibility in the installment payments to be applied directly to the Bond trustee to fund debt service, cost of issuance of Bonds, and administrative cost.

Metro agrees to reimburse eligible project expenses of a phased construction approach to project completion to secure additional funding for the project.

PROJECT CONSIDERATIONS

The project will be constructed in three phases: 1) design, railroad mitigation, utilities, and construction of portions of the bridge 2) complete construction of the new structure and its approaches, and 3) demolition of the existing viaduct and final site restoration.

RECOMMENDED BOARD ACTION

Approval of a resolution approving the First Amendment To Project Grant Agreement of the Western Hills Viaduct Replacement Project Agreement and authorizing the CEO/General Manager/Secretary-Treasurer to sign the amendment.



Financial Summary – July 2025

Report Out Date - August 19, 2025

Agenda – Financial Summary

- Statement of Operations for July '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 \$13.9M - unfavorable to Budget (\$6k)
- Total Expense \$13.8M - unfavorable to Budget (\$181k) or (1.3%)
- Operating Capital Contribution \$0.1M - unfavorable to Budget (\$187k)
- Note: Ridership total is 1,026k – unfavorable to Budget (117k) or (10.2%)

Revenue

- Total Operating Revenue \$1.6M - unfavorable to Budget (\$50k) or (3.1%)
- Non-Transportation \$0.7M – favorable to Budget \$36k or 5.5%
- County Sales Tax \$10.1M – favorable to Budget \$8k based on Apr receipts
- Federal Grants \$1.5M - on Budget

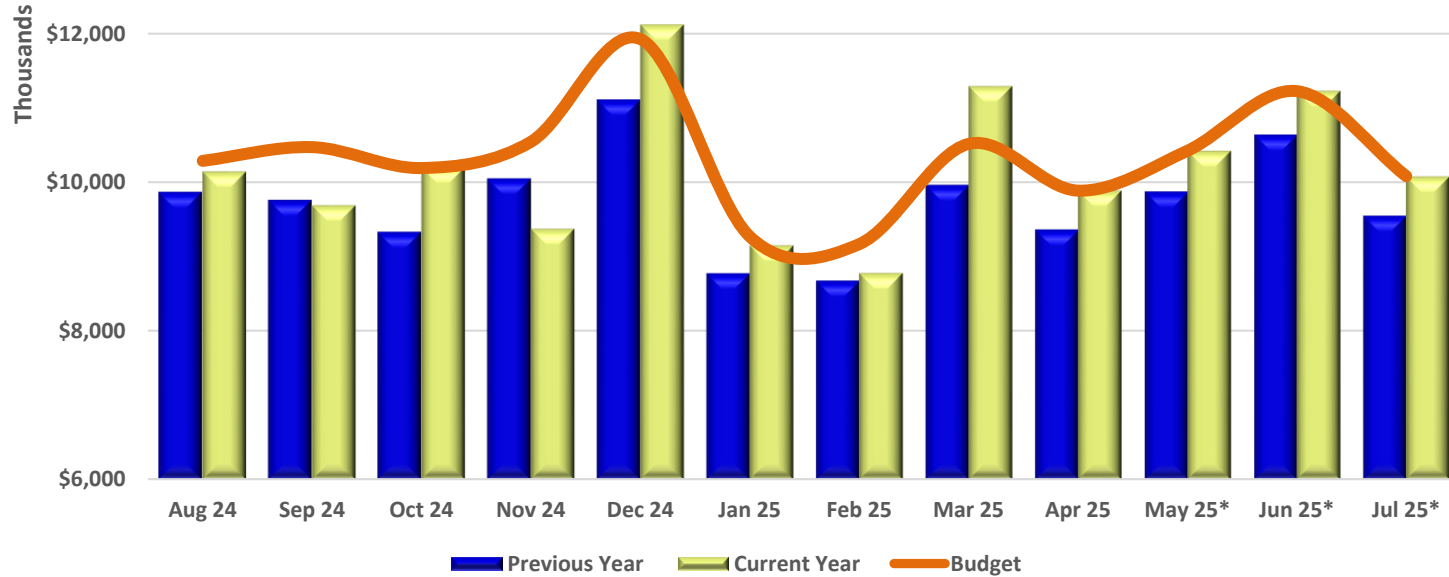
Expense

- Wages & Benefits \$10.5M - unfavorable to budget (\$88k) or (0.8%)
- Fuel and Lubricants \$781k - unfavorable to budget (\$49k) or (6.7%)
- Parts & Supplies \$1.1M – unfavorable to Budget (\$296k) or (38.0%)
- All Other \$1.5M – favorable to Budget \$241k due to timing of outside services



7 Mos Ending July 31, 2025 (\$ In Thousands)		Month				Year to Date				
		Actual	Budget	Fav(Unfav)		Actual	Budget	Fav(Unfav)		Prior Year
Ridership										
Regular		996,126	1,112,738	(116,612)	(10.5%)	6,601,706	7,287,956	(686,250)	(9.4%)	6,618,474
CPS		2,737	3,300	(563)	(17.1%)	876,571	821,400	55,171	6.7%	757,636
Subtotal Fixed Route		998,863	1,116,038	(117,175)	(10.5%)	7,478,277	8,109,356	(631,079)	(7.8%)	7,376,110
Access		15,529	15,431	98	0.6%	102,880	108,482	(5,602)	(5.2%)	104,615
MetroNow!		11,524	11,100	424	3.8%	74,232	66,600	7,632	11.5%	42,015
Total Ridership		1,025,916	1,142,569	(116,653)	(10.2%)	7,655,389	8,284,438	(629,049)	(7.6%)	7,522,740
Operating Revenue										
Metro Fares		\$ 1,301	\$ 1,339	\$ (38)	(2.9%)	\$ 7,832	\$ 8,788	\$ (956)	(10.9%)	\$ 7,888
Access Fares		63	74	(11)	(15.2%)	372	434	(62)	(14.2%)	407
MetroNow! Fares		26	23	3	13.9%	151	135	16	12.1%	86
CPS Fares		1	3	(2)	(80.0%)	2,281	1,806	475	26.3%	1,722
Other Contract Revenue		208	210	(2)	(0.7%)	1,368	1,421	(53)	(3.7%)	1,311
Total Operating Revenue		1,598	1,649	(50)	(3.1%)	12,004	12,584	(580)	(4.6%)	11,414
Non-Operating Revenue										
County Sales Tax		10,089	10,081	8	0.1%	70,864	70,568	296	0.4%	68,504
Federal Subsidies		1,513	1,513	0	0.0%	10,591	10,591	(0)	(0.0%)	5,899
Non Transportation		688	652	36	5.5%	4,710	4,838	(128)	(2.6%)	6,385
Total Non-Operating Revenue		12,290	12,246	44	0.4%	86,165	85,997	169	0.2%	80,788
Total Revenue		13,888	13,895	(6)	(0.0%)	98,169	98,581	(411)	(0.4%)	92,202
Expenses										
Employee Wages & Benefits		10,450	10,362	(88)	(0.8%)	69,770	72,170	2,400	3.3%	68,706
Fuel & Lubricants		781	732	(49)	(6.7%)	4,682	4,882	200	4.1%	4,653
Parts & Supplies		1,073	777	(296)	(38.0%)	6,823	5,762	(1,061)	(18.4%)	5,520
Everybody Rides Metro Fund		24	35	11	31.0%	159	245	86	35.0%	-
Other		1,503	1,744	241	13.8%	13,764	13,657	(107)	(0.8%)	11,292
Total Expenses		13,831	13,650	(181)	(1.3%)	95,199	96,716	1,517	1.6%	90,171
Operating Capital Contribution		\$ 57	\$ 245	\$ (187)		\$ 2,971	\$ 1,865	\$ 1,106		\$ 2,031

County Sales Tax – Year to Date



(\$000's)	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25 *	Jun 25 *	Jul 25 *
Current Year	\$10,149	\$9,696	\$10,205	\$9,380	\$12,116	\$9,159	\$8,788	\$11,291	\$9,895	\$10,423	\$11,227	\$10,081
Budget	\$10,288	\$10,473	\$10,191	\$10,545	\$11,928	\$9,269	\$9,165	\$10,516	\$9,887	\$10,423	\$11,227	\$10,081
Previous Year	\$9,869	\$9,762	\$9,336	\$10,049	\$11,105	\$8,781	\$8,683	\$9,963	\$9,366	\$9,875	\$10,636	\$9,551

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

Cashflow and Obligation Report



Overnight Investments	\$46,993,792
Securities & CD's	\$114,174,189

Total All Securities (7/31/2025)	\$161,167,981
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Current Capital Reserve Obligations

<i>BRT Project Development (Hamilton & Reading Corridors) - Amts Pd</i>	\$31,865,276
<i>Future BRT Capital Match (Fed 70% & Local 30%)</i>	\$40,500,000
Total BRT	\$72,365,276
Local Match - FTA and ODOT Grants	\$24,508,690
100% Local Projects (Prior Years Open + Current Year)	\$34,080,628
2 Months of Operating Expenses	\$26,000,000
All Other Obligations	\$6,500,000
Total Current Capital Reserve Obligations	\$163,454,594

Net Unrestricted Securities Available	(\$2,286,613)
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2025 Remaining Operating Budget Surplus (Deficit) Aug-Dec	\$4,567,000
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Net Unrestricted Securities + '25 Operating Budget Surplus	\$2,280,387
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Progress & Priorities

Spotlight on the top five

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4

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From **Andrew C. Aiello**, Metro CEO &
General Manager/Secretary-Treasurer



August 2025

This monthly report is designed to provide a high-level update on a few of the key initiatives that are being advanced by the Metro leadership team. I hope you find the updates informative and reflective of the continued progress we're making together.

1. **Ask Andy & Coffee Chats:** This past month, hosted a series of "Ask Andy" chat sessions across our facilities to provide team members with updates on our many projects, and to offer an opportunity for them to ask questions and share feedback on how we can continue improving. The level of engagement has been encouraging, and I greatly value the insights our employees brought forward during these open and informal conversations.



We've also launched Community Coffee Chats at neighborhood coffee shops to connect directly with riders and stakeholders. Our first session, held at Caravel Coffee in Cheviot last week, generated meaningful discussions with community members. The next chat will take place on August 29 at Cream + Sugar Coffeehouse in Evanston from 9-10:30 a.m. Dates and locations are posted on our website and we continue to welcome everyone to join me for a cup of coffee and conversation about Metro's upcoming initiatives.

2. **Advancing a Zero-Emissions fleet:** Our efforts to reduce fleet emissions are making measurable progress. Our newest hybrid buses now automatically switch to all-electric mode within 23 designated corridors, the largest being from Findlay/Liberty Streets to the riverfront. In 2025 alone, these vehicles have logged more than 51,000 zero-emission miles, cutting 169 metric tons of pollution - equivalent to removing 40 cars from the road for a year – and saving more than \$75,000 in fuel costs. Later this year, we look forward to introducing six fully electric buses to further accelerate this transition.
3. **Facility Upgrades:** Ensuring team members have comfortable and modern spaces to work and recharge in-between trips is important to us. Renovations are currently underway at our Queensgate, Bond Hill and Access facilities – the first significant updates since the 1980s. Phase I upgrades to operations clubrooms and maintenance breakrooms are expected to be completed this fall, with phase II targeted for early spring.
4. **Bus Stop Sign Modernization:** Following our partnership with the UC DAAP program to redesign our bus stop signs to be more effective and informative for customers, we are preparing to install more than 4,000 new bus stop signs throughout our service area beginning this fall. The new signage will provide clearer route information, directional details, and accessibility features such as braille. This project, largely funded through federal grants,

Progress & Priorities

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represents a major step forward in improving the rider experience. We will share additional details as installation approaches.

- 5. Expanding University Partnerships:** We continue to see strong growth in university ridership through our EZRide program with the University of Cincinnati, Xavier University and Cincinnati State Technical College. At UC alone, ridership has increased 158% year-over-year from 12,000 trips in July 2024 to 31,000 trips in July 2025. Robust service improvements near campuses, combined with targeted student engagement and marketing, are fueling this growth.

As always, I'm happy to discuss these matters and any others in more depth.

All the best,

A handwritten signature in black ink that reads "Aiello".

Andy Aiello