



SORTA/Metro
Infrastructure, Bike & ROW
August 19, 2025
10:00 am-11:00 am Eastern Time

INFRASTRUCTURE, BIKE AND ROW COMMITTEE

TUESDAY, AUGUST 19th, 2025 – 10:00 A.M.

SORTA/METRO AT HUNTINGTON CENTER

6th FLOOR SORTA BOARD ROOM

525 VINE STREET

CINCINNATI, OHIO 45202

General Items:

Call to order

Pledge of Allegiance

- 1 Approval of Infrastructure, Bike and ROW Committee Minutes: March 18th, 2025

Briefing Item:

- 2 MTIF Presentation (Khaled Shammout/Jason Roe)
- 3 Rail ROW Presentation (Khaled Shammout/Jason Roe)

Action Item:

- 4 Proposed Resolution: Approval of Award 2025 Transit Infrastructure Funds Projects (Khaled Shammout/Jason Roe)
 - 4.1 Action Item:
- 5 Proposed Resolution: Approval of Western Hills Viaduct - First Amendment (Khaled Shammout/Jason Roe)
 - 5.1 Action Item:

Other Items:

New Business

Adjournment

The next regular meeting of the Infrastructure, Bike and ROW Committee has be scheduled for:

December 9, 2025

INFRASTRUCTURE, BIKE AND ROW COMMITTEE
TUESDAY, MARCH 18th, 2025 – 10:00 A.M
SORTA/METRO AT HUNTINGTON CENTER
SORTA BOARD ROOM- 6th FLOOR
525 VINE STREET, CINCINNATI OHIO 45202

COMMITTEE/BOARD MEMBERS ASSIGNED: Sara Sheets (*Chair*), Trent Emenecker, Blake Ethridge and KZ Smith

COMMITTEE/BOARD MEMBERS PRESENT: Tianay Amat, Tony Brice, Chelsea Clark, Dan Drieaus, Pete Metz, Briana Moss, Sara Sheets, and KZ Smith

COMMITTEE MEMBERS ABSENT: Jay Bedi, Trent Emenecker, Blake Ethridge, Kala Gibson, Neil Kelly, Greg Simpson, and Sonja Taylor

STAFF MEMBERS PRESENT: Andy Aiello, Steve Anderson, John Edmondson, Darryl Haley, Adriene Hairston, Elaine Hipps, Brandy Jones, Natalie Krusling, Bradley Mason, John Ravasio, Jason Roe, Tony Russo, Kevin Ruth, Mark Samaan, Khaled Shammout, Randy Stidham, Bill Spraul, Josh Van Horn and Tim Walker

OTHERS PRESENT: Kim Schaefer (Vory's)

1. Call to order

Ms. Sheets called the meeting to order.

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Approval of January 21st 2025 Meeting Minutes

Ms. Sheets made a motion and Mr. Drieaus seconded the motion to approve the Infrastructure, Bike, & ROW Committee Meeting minutes from January 21st, 2025.

By voice vote the meeting minutes were approved by the Committee.

4. Rail Row Sale Process Update

Mr. Shammout and Mr. Roe presented the Rail Row Sale Process Update.

The Committee accepted the report as presented.

5. MTIF Program Update

Mr. Shammout and Mr. Roe presented the MTIF Program Update.

The Committee accepted the report as presented.

6. Other Items

Mr. Metz will provide the Infrastructure, Bike and ROW Update at the board meeting on March 25th.

7. Adjournment

The meeting was adjourned at 10:01 A.M.

The next meeting of the Infrastructure, Bike & Row Committee has not been scheduled.



INFRASTRUCTURE, BIKE, AND ROW

Committee Meeting: 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



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

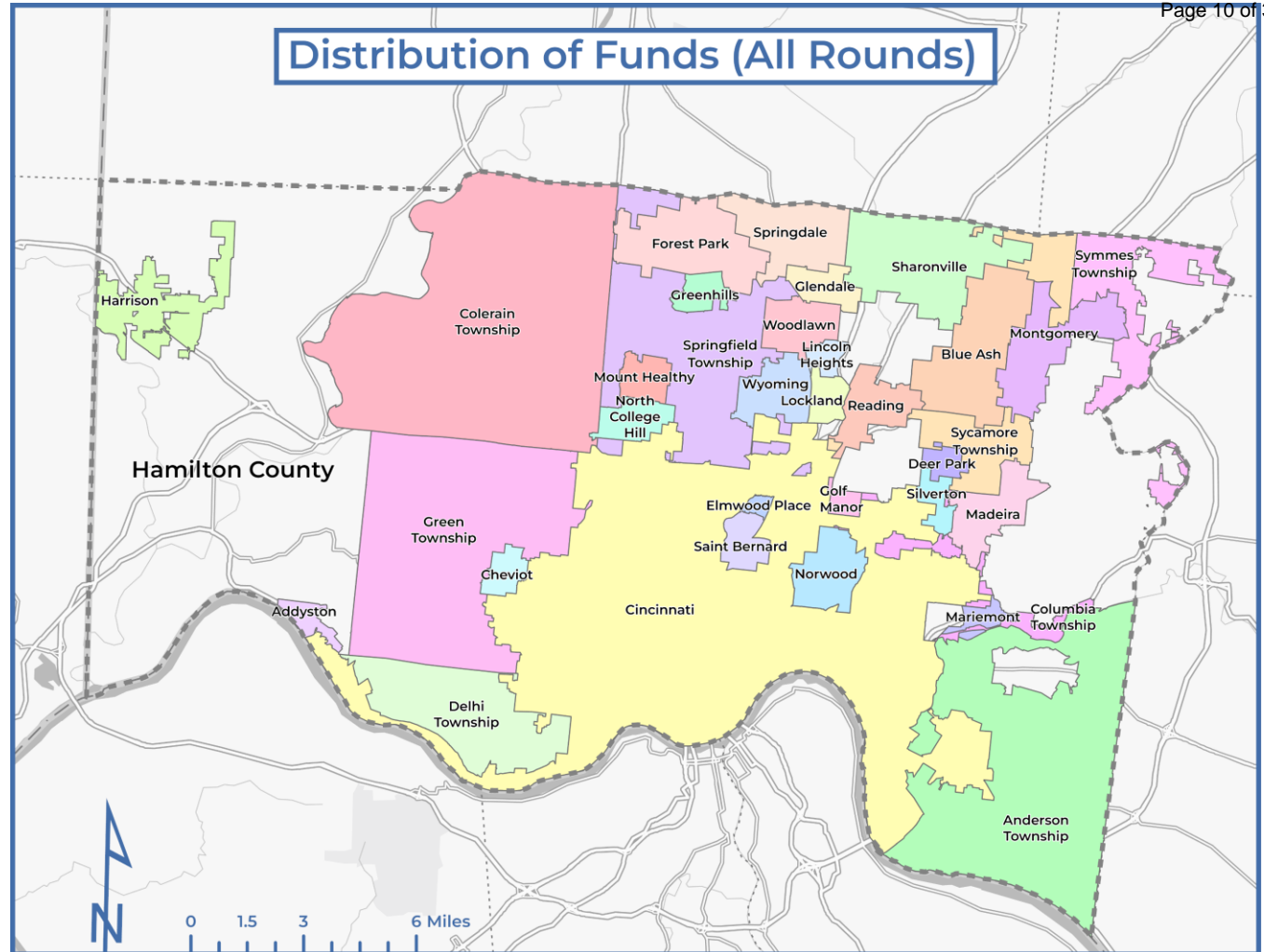
- 27 of 41 projects funded
- 20 jurisdictions will receive funds

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
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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	

Distribution of Funds (All Rounds)

All Rounds

- 35 Jurisdictions
- 124 Projects
- \$349 Million



Transit Infrastructure Fund

Round 5

RECITALS

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.

- 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

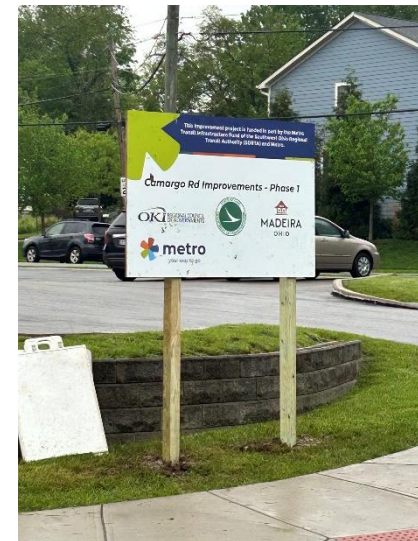
- ✓ • March 3, 2025: Call for project proposals
- ✓ • May 30, 2025: Proposals submittal deadline
- ✓ • Jun 4, 2025: Proposals distributed to evaluation teams
- ✓ • Jun–Jul 2025: Projects review and scoring
- ✓ • Aug 19, 2025: Presentation to Infrastructure, Bike, and ROW Committee
- Aug 26, 2025: SORTA 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!



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INFRASTRUCTURE, BIKE, AND ROW

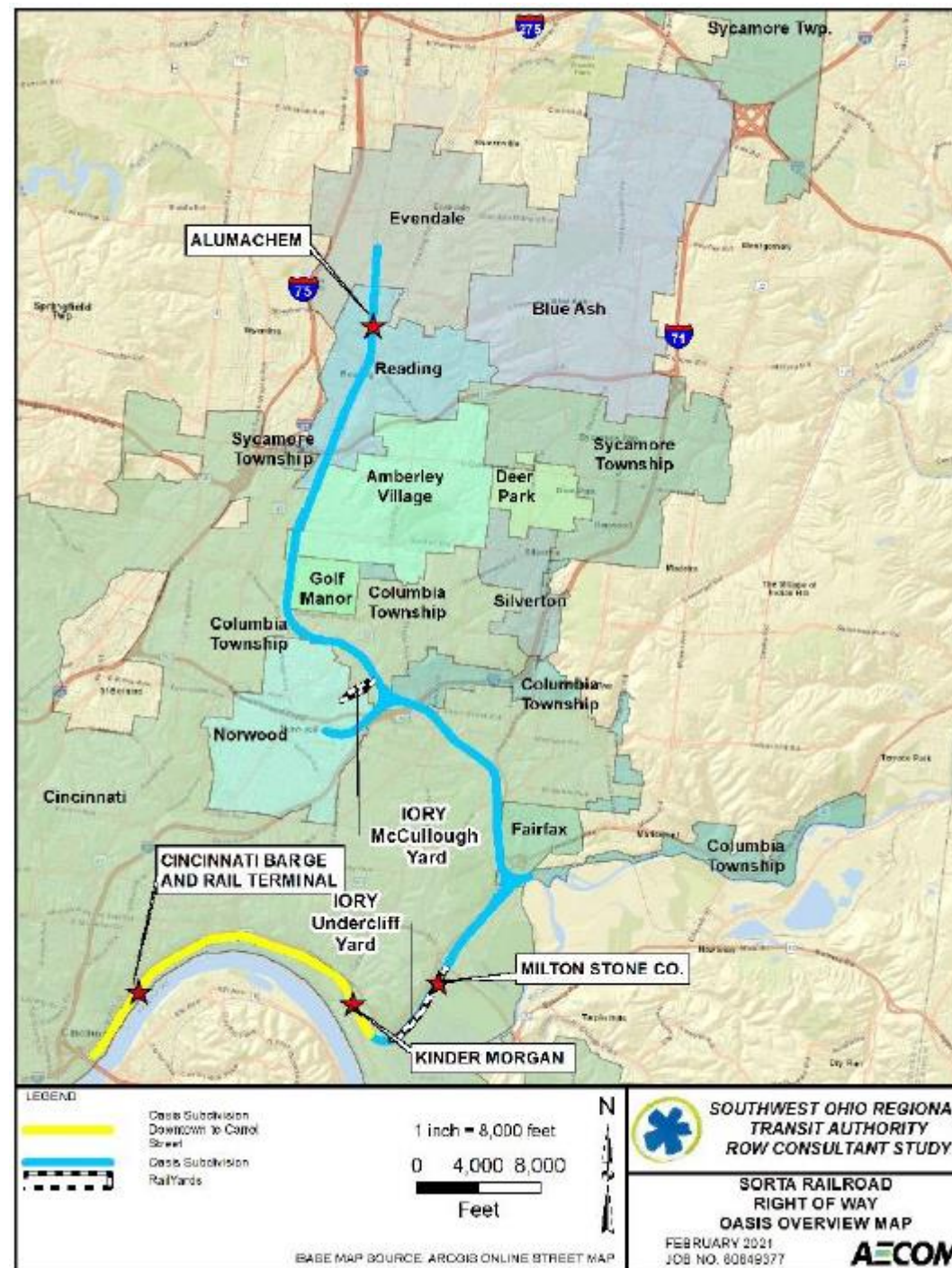
Committee Meeting: August 19th, 2025

History

- I- 71 Corridor Project 2002
Metro Moves
- Eastern Corridor Multimodal Project 1996-2016

A

OASIS CORRIDOR
Purchased in 1994 from
Indiana & Ohio Railway
\$3.0M



The Oasis Corridor is a 16.4-mile-long freight railroad operated by IORY

The SORTA-owned property in this corridor totals approximately 117 acres

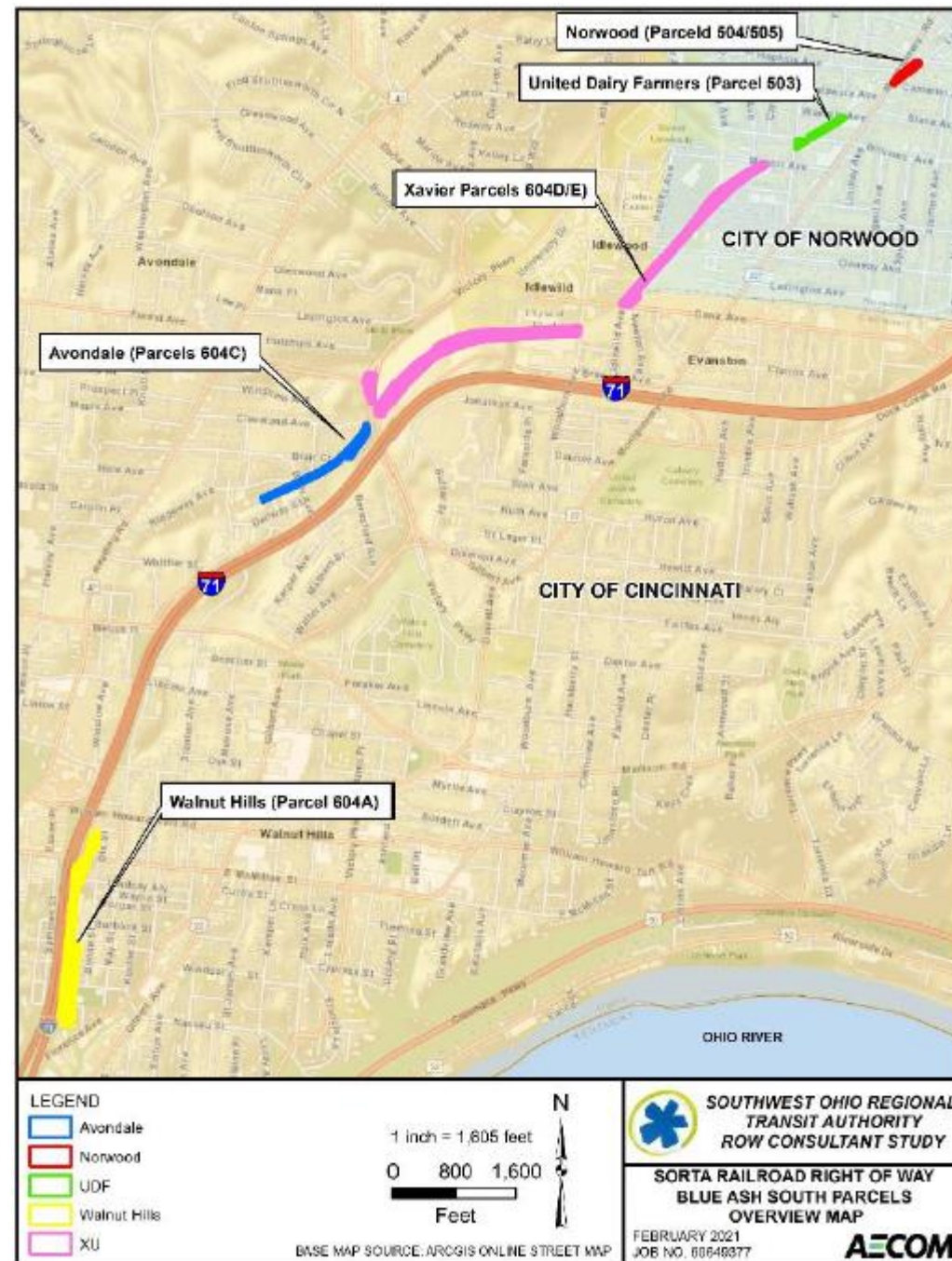
History

- I- 71 Corridor Project 2002
Metro Moves
- Eastern Corridor Multimodal Project 1996-2016

B

BLUE ASH SOUTH PARCELS

Purchased in 1995 at auction from Conrail
\$685k

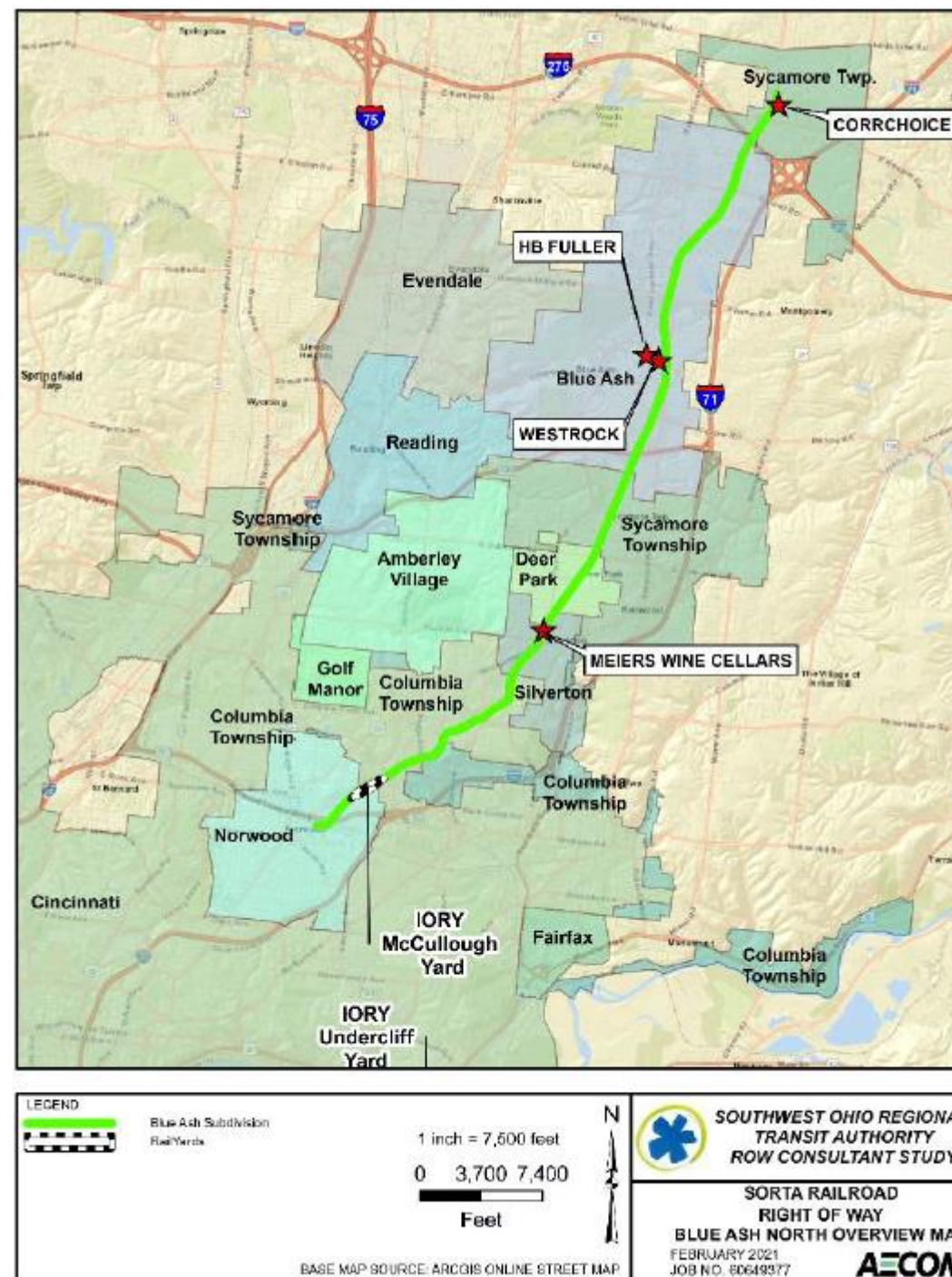


Blue Ash South parcels are a grouping of nine noncontiguous parcels in the City of Cincinnati and Norwood

Railroad operations between Avondale and downtown Cincinnati ceased in the 1970s soon after the construction of Interstate 71. There are no railroad connections or uses on the properties

History

- I- 71 Corridor Project 2002
Metro Moves
- Eastern Corridor Multimodal Project 1996-2016



The Blue Ash North Corridor is a 9.6-mile-long stub-ended single track railroad corridor operated by IORY

The SORTA-owned property totals approximately 59 acres

**BLUE ASH
NORTH CORRIDOR**
Purchased in 1997 from
Indiana & Ohio Railway
\$5.1M

C

Rail ROW Update

Property Disposition Accomplishments

- Real property appraisal & reappraisal report
- FTA Review of property reported valued
- Received FTA concurrence of appraisals values
- Hired a rail technical consultant and real estate firm
- Stakeholder requirements gathering and sale strategy meetings
- Develop the solicitation schedule
- FTA Triennial Review – June 2025



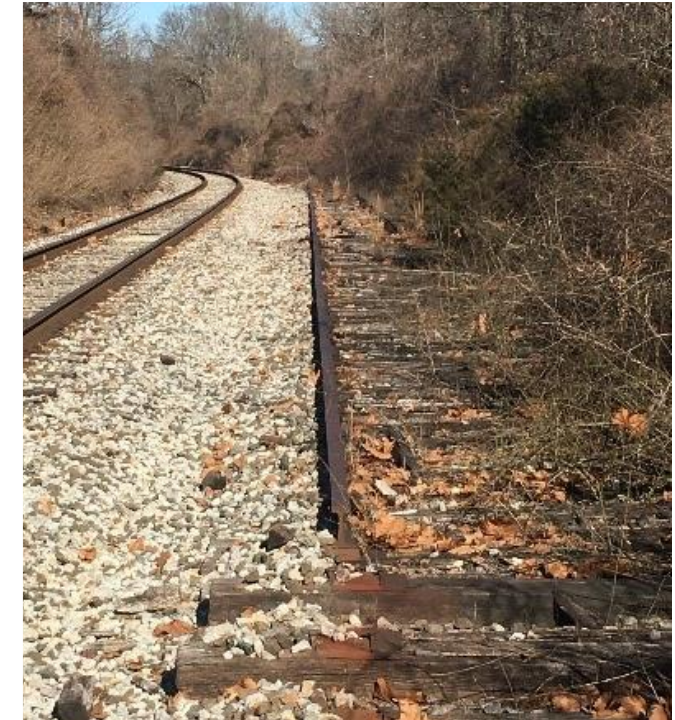
FTA - Activities

- **We shared our roadmap to dispose the right of way properties Which included the following activities:**
 - Evaluation of the rail right of way and potential use
 - Existing Conditions Report & Evaluation Recommendations Report
 - Appraisal of the rail right of way (Required by FTA circular 5010.1F)
 - Appraisal reviews (Required by FTA circular 5010.1F)
 - Real Property Inventory (Required by FTA circular 5010.1F)
 - Property information, location, valuation, improvements
 - Sale schedule of the rail right of way
 - Details of Blue Ash North Sale Attempt

Rail ROW Update

Sale - Blue Ash North – No offers

- Solicited publicly for 60 days (Jan 27th – March 28th)
 - Posted on our website
 - Posted on OpenGov
 - Advertised for 30 days with Cincinnati.com (Jan 27th – Feb 28th)
- Minimum bid requirement 75% of the appraised value (\$13,207,500.00)
- Targeted outreach to municipalities along the rail corridor, adjacent property owners and rail operators
- No bid polling – Respondents indicated our asking price was too high.



Sale Challenges

- **The Indiana Ohio Railway Easement**

- The IORY retains a freight operating easement as the common rail carrier for freight service on the line. The easement is perpetual, and The IORY retains operating rights even if SORTA transfers property. This limits the property usage and potential buyers.

- **FRA Agreement**

- In 2022 SORTA and The IORY accepted CRISI Grant funds to complete necessary rehabilitation/repairs to rail bridge structures over public roadways, and trackage associated with the rail property. SORTA was the Grantee and IORY was our subrecipient under the FRA grant. As required by the FRA Grant Agreement, SORTA's Sales Contract for this real property includes provisions to ensure that applicable FRA Grant-funded Project property, equipment or supplies will be maintained in good operating order and maintained for the duration of its useful life of 10 years. This limits the property usage and potential buyers.

- **Ownership Expenses**

- The maintenance cost, nuisance responses (dumping, encroachments, etc.), taxes and risk liabilities of rail property ownership.

Next Steps

- Continue to follow up with the FTA regarding the request to transfer a portion of the Oasis Line for the rail to trail project.
- Continue the listing of property for sale related to Blue Ash South which does not have existing rail operations.
- Reappraise the Blue Ash North and Oasis properties considering the sales challenges noted previously.
 - Share the reappraised values with the FTA.
 - FTA concurrence of reappraisal.
 - Blue Ash North & Oasis listings.





Questions?



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

APPROVAL OF RECOMMENDED 2025 TRANSIT INFRASTRUCTURE FUND PROJECTS

WHEREAS:

1. 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.
2. The Transit Infrastructure Fund program is intended to assist localities within Hamilton County in improving the state of their transportation infrastructure.
3. 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.
4. 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.
5. SORTA received thirty-nine (41) proposals from twenty-five (25) different municipalities from Hamilton County in the award amount of \$42,810,217, which includes \$14,500,000 for the Western Hills Viaduct project. Staff recommends the grants be awarded to 27 projects in 20 jurisdictions as shown upon the attached and that this recommendation be forwarded to the Public Works Integrating Committee of Hamilton County for approval.

THEREFORE, BE IT RESOLVED:

6. The SORTA Board hereby approves the award of grant funded projects as shown upon the attached and that the CEO/General Manager/Secretary-Treasurer be authorized to forward this recommendation to the Public Works Integrating Committee of Hamilton County for approval.



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.





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

APPROVAL OF THE FRIST AMENDMENT TO THE PROJECT GRANT AGREEMENT FOR THE WESTERN HILLS VIADUCT PROJECT

WHEREAS:

1. In September 2021, the SORTA Board and Public Works Integrating Committee of Hamilton County approved the Transit Infrastructure Fund Project (Round 1), which included (30) contracts from twenty-two (22) different municipalities within Hamilton County.
2. In September 2021 the award terms between SORTA and the City of Cincinnati for the Western Hills Viaduct project approved the award grant up to \$205 million to be paid in annual increments of \$8.2 million over a twenty-five (25) year period.
3. In September 2023, the grant award terms between SORTA and the City of Cincinnati and the Western Hills Viaduct was revised. While the total grant award remained unchanged at \$205 million, the term of the agreement would change from twenty-five years to fifteen years, resulting in an updated schedule of payments.
4. 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.

THEREFORE, BE IT RESOLVED:

5. The SORTA Board hereby approves the revised Western Hills Viaduct contract and the CEO/General Manager/Secretary-Treasurer be authorized to sign this revised contract.



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.
