



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson Reggie Harris
Vice Chair Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
Councilmember Seth Walsh
President Pro Tem Victoria Parks

Monday, February 27, 2023

1:00 PM

Council Chambers, Room 300

AGENDA

GRANTS AND DONATIONS

1. [202300661](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **AUTHORIZING** the City Manager to apply for and accept funds in an amount up to \$2,000 from the Ohio Department of Development's TechCred Credential Reimbursement Program for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the reimbursed funds into General Fund revenue account no. 050x8533.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

2. [202300662](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate grant funds from the Ohio Environmental Protection Agency (Ohio EPA) in the amount of up to \$10,000 for the purpose of reimbursing the costs incurred by the Greater Cincinnati Water Works to purchase valve exercising equipment needed to meet the new Ohio EPA public water system asset management program requirements; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Water Works Fund No. 101x8527.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

ASSESSMENTS

3. [202300669](#) **RESOLUTION (LEGISLATIVE)** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **DECLARING** the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, and/or gutters at a

variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 to 721-169.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Resolution](#)
[Attachment](#)

LEASE AGREEMENTS AND PROPERTY CONVEYANCE

4. [202300670](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **AUTHORIZING** the City Manager to execute two Lease Agreements with Signature Engines, Inc. pursuant to which the City will extend the company's use and occupancy of Lunken Airport Lease Area 23 and Lease Area 24 for up to an additional 20 years.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)

5. [202300671](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **AUTHORIZING** the City Manager to vacate and convey to Experimental Holdings, Inc. certain portions of an unnamed alley designated as public right-of-way generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum and East End neighborhoods of Cincinnati..

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment I](#)
[Attachment II](#)
[Attachment III](#)

CONTRACTS

6. [202300676](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/23/2023, **AUTHORIZING** the City Manager and the Director of Greater Cincinnati Water Works to enter into a contract for the 2022-2023 Storm Sewer Rehabilitation Lining project, notwithstanding the provisions of Chapter 320, "Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers," of the Cincinnati Municipal Code.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

ADJOURNMENT

February 23, 2023

To: Mayor and Members of City Council 202300661

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2023 Ohio Department of Development (ODOD)
TechCred Credential Reimbursement Program

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for and accept funds in an amount up to \$2,000 from the Ohio Department of Development’s TechCred Credential Reimbursement Program for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the reimbursed funds into General Fund revenue account no. 050x8533.

This Ordinance authorizes the City Manager to apply for and accept funds in an amount of up to \$2,000 from the Ohio Department of Development’s TechCred Credential Reimbursement Program for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials. This Ordinance also authorizes the Finance Director to deposit the reimbursed funds into General Fund revenue account no. 050x8533.

The TechCred Credential Reimbursement Program has been designed to elevate Ohio’s workforce. Employees can earn industry-recognized credentials that take a year or less to complete, and employers are reimbursed for a portion of the cost.

The reimbursement program application deadline was January 31, 2023. As a result, an application for this program was submitted prior to an Ordinance receiving approval from the City Council. Should an Ordinance not receive approval, the reimbursement will not be accepted.

While the program does not require matching funds, agency contribution is preferred and favored. Therefore, the Cincinnati Police Department has agreed to match \$1,205, which will be provided from Federal Asset Forfeiture – Justice Fund 367.

There are no new FTEs associated with this reimbursement.

Acceptance of this reimbursement is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Karen Alder, Finance Director



Attachment

AUTHORIZING the City Manager to apply for and accept funds in an amount of up to \$2,000 from the Ohio Department of Development’s TechCred Credential Reimbursement Program for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials; and **AUTHORIZING** the Director of Finance to deposit the reimbursed funds into General Fund revenue account no. 050x8533.

WHEREAS, the TechCred Credential Reimbursement Program (“TechCred”) has been designed to elevate the skills of Ohio’s workforce by reimbursing employers for costs associated with employees’ acquiring technology-focused, industry-recognized credentials requiring one year or less to complete using external training providers; and

WHEREAS, TechCred reimburses employers for a portion of the cost of the credential program for employees, limits the maximum reimbursement provided by the program per credential, and favors agency contribution; and

WHEREAS, the Cincinnati Police Department (“CPD”) is requesting reimbursement from TechCred of up to \$2,000; and

WHEREAS, the reimbursement program requires matching funds of \$1,205 that will be provided from Federal Asset Forfeiture-Justice Fund 367; and

WHEREAS, no additional FTEs are required by the reimbursement program; and

WHEREAS, the TechCred application deadline was January 31, 2023, and CPD already submitted its application, but no funds will be accepted without Council approval; and

WHEREAS, acceptance of this reimbursement is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to apply for and accept funds in an amount of up to \$2,000 from the Ohio Department of Development’s TechCred Credential

Reimbursement Program for eligible costs incurred by the Cincinnati Police Department in providing its employees with technology-focused credentials.

Section 2. That the Director of Finance is hereby authorized to deposit the reimbursed funds into General Fund revenue account no. 050x8533.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 and 2 herein.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

February 23, 2023

To: Mayor and Members of City Council

202300662

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – GCWW: OEPA Equipment Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate grant funds from the Ohio Environmental Protection Agency (Ohio EPA) in the amount of up to \$10,000 for the purpose of reimbursing the costs incurred by the Greater Cincinnati Water Works to purchase valve exercising equipment needed to meet the new Ohio EPA public water system asset management program requirements; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Water Works Fund No. 101x8527.

Approval of this Ordinance will authorize the City Manager to apply for, accept, and appropriate grant funds from the Ohio Environmental Protection Agency (OEPA) in an amount of up to \$10,000 for the purpose of reimbursing costs incurred by the Greater Cincinnati Water Works (GCWW) to purchase valve exercising equipment needed to meet the new OEPA public water system asset management program requirements.

GCWW is developing a robust asset management program to meet new OEPA asset management program requirements and to maintain the infrastructure needed to provide a continuous source of safe drinking water. To meet the requirements, GCWW must acquire the necessary equipment for exercising valves in the distribution system. As part of the State of Ohio's H2Ohio Initiative to improve water infrastructure and develop the technical capacity of public water systems, the OEPA offered grants to reimburse public water systems for the initial costs of valve exercising equipment.

No local match or additional FTE are required for this grant funding. To meet the deadline of January 25, 2023, the grant application was submitted prior to passage of this Ordinance. However, no resources will be accepted without City Council approval.

The acceptance of grant funding to defray the costs of valve exercising equipment is in accordance with the "Sustain" initiative goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption" as described on pages 179-186 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Verna Arnette, GCWW, Interim Executive Director
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate grant funds from the Ohio Environmental Protection Agency (Ohio EPA) in the amount of up to \$10,000 for the purpose of reimbursing the costs incurred by the Greater Cincinnati Water Works to purchase valve exercising equipment needed to meet the new Ohio EPA public water system asset management program requirements; and **AUTHORIZING** the Finance Director to deposit any such grant funds received into Water Works Fund No. 101x8527.

WHEREAS, the Greater Cincinnati Water Works (GCWW) has been working to develop a robust asset management program to meet new Ohio EPA asset management program requirements and to maintain the infrastructure needed to provide a continuous source of safe drinking water; and

WHEREAS, to meet the asset management program requirements, GCWW is in need of equipment for exercising valves in the distribution system; and

WHEREAS, as part of the State of Ohio's H2Ohio Initiative to improve water infrastructure and develop the technical capacity of public water systems, the Ohio Environmental Protection Agency (Ohio EPA) has offered grants to reimburse public water systems for the initial costs of valve exercising equipment with a grant application deadline of January 25, 2023; and

WHEREAS, no local match is required, and acceptance of the grant funds will not require the addition of any FTEs; and

WHEREAS, the acceptance of grant funding to defray the costs of valve exercising equipment is in accordance with the "Sustain" initiative goal to "Become a healthier Cincinnati" and strategy to "Create a healthy environment and reduce energy consumption" as described on pages 179-186 of Plan Cincinnati (2012); now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate grant funds in the amount of up to \$10,000 from the Ohio Environmental Protection Agency (Ohio EPA) for the purpose of reimbursing costs incurred by the Greater Cincinnati Water Works to purchase valve exercising equipment necessary to meet Ohio EPA requirements.

Section 2. That the Director of Finance is hereby authorized to receive and deposit the grant monies into Water Works Fund No. 101x8527.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the provisions of Sections 1 and 2 hereof.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: February 23, 2023

202300669

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: LEGISLATIVE RESOLUTION – 2022 SIDEWALK SAFETY PROGRAM - EMERGENCY
SIDEWALK REPAIRS AT A VARIETY OF LOCATIONS

Attached is a legislative resolution captioned as follows:

DECLARING the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, and/or gutters at a variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 to 721-169.

This resolution will declare the necessity of special assessments upon certain property bounding and abutting streets within the City of Cincinnati, as noted in Attachment I, for the purpose of paying the cost and expense of repairing, reconstructing, and constructing concrete sidewalks, driveways, and curbs consistent with Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Requirements.

The property owners have been notified of the need for repairs. The property owners that did not make the necessary repairs, according to City requirements, have had the work completed by the City. Property owners that have not paid their bill, for costs incurred by the City, will be assessed in accordance with the Ohio Revised Code.

Ultimately, unpaid assessments will be certified to the Hamilton County Auditor for collection by the Hamilton County Treasurer, in the same manner as real estate taxes.

The Administration recommends passage of the attached resolution.

Attachment I – Locations of Sidewalk Repairs

cc: John S. Brazina, Director, Transportation and Engineering

Legislative Resolution

JRS

RESOLUTION NO. _____ - 2023

DECLARING the need for emergency repairs that have been made to sidewalks, sidewalk areas, curbs, and/or gutters at a variety of locations in the City and the need for levying assessments for the cost of such repairs on the abutting properties in accordance with Cincinnati Municipal Code Sections 721-149 to 721-169.

WHEREAS, Chapter 721 of the Cincinnati Municipal Code requires property owners to keep the sidewalks, sidewalk area, curbs, and gutters abutting their properties safe and in good repair; and

WHEREAS, City inspectors have documented the need for emergency sidewalk repairs adjacent to each of the properties listed in Exhibit A attached hereto and incorporated herein by reference (the “Properties”); and

WHEREAS, Cincinnati Municipal Code Section 721-165 authorizes the City to make emergency repairs without prior notice to the abutting property owner if necessary to provide for public safety and also to bill the owner for the cost of the work; and

WHEREAS, for the Properties, the City provided prior written notice of the emergency sidewalk conditions and the need for repairs to each property owner, which included notice that failure by an owner to permanently repair an emergency condition would result in the City performing the repair at the property owner’s cost; and

WHEREAS, under Cincinnati Municipal Code Section 721-169, if a property owner fails to pay the City’s bill for the cost of the work within 30 days, the City may levy an assessment on the abutting property for the cost of the work, which shall be collected by the County Treasurer in the same manner as real estate taxes; and

WHEREAS, by this resolution the City declares the need for emergency repairs to sidewalks, sidewalk areas, curbs, or gutters abutting the Properties and the need for the levying of an assessment, by subsequent ordinance, for the cost of the work against each such property if the property owner fails to pay the City’s bill within 30 days; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the making of emergency repairs to the sidewalks, sidewalk areas, curbs and/or gutters abutting certain properties at certain miscellaneous locations within the City, as identified in Exhibit A attached hereto and incorporated herein by reference, is hereby declared necessary for public safety in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

Section 2. That the work performed by the City shall be accomplished in accordance with plans and specifications on file in the Clerk of Council's office which are hereby approved.

Section 3. That Council finds that the City shall be responsible for two percent of the cost of the work and that the balance of the cost of the work shall be charged to the abutting property owners in the amounts shown in Exhibit A hereto.

Section 4. That a property owner who fails to pay the City's bill within 30 days shall, by subsequent ordinance, have an assessment levied upon such property for the cost of the work which shall be collected by the County Treasurer.

Section 5. That if a property owner does not pay the assessment in cash and, prior to the billing statement due date, does not indicate to the Director of the City's Department of Transportation and Engineering the property owner's election to pay the assessment over three, five, or ten years, the City shall assess the property for a period of three years. The interest rate charged shall correspond to the City-adopted rates in effect at the time Council passes the assessing ordinance for the respective property. The 2023 rates are 7.18% for three years, 6.94% for five years, and 6.79% for ten years. Assessments not timely paid shall be certified to the County Auditor for collection by the County Treasurer in the same manner as real estate taxes are collected.

Section 6. That notice of the passage of this resolution shall be given pursuant to Chapter 729 of the Ohio Revised Code and Section 721.153 of the Cincinnati Municipal Code.

Section 7. That this legislative resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

EXHIBIT A

2022 SSP Emergency Repairs

Total Construction Cost: \$117,113.10

2022 Dist 2 (Spring) Emergency Repair	\$27,476.52
2022 Dist 3 (Spring) Emergency Repair	\$22,118.22
2022 Dist 4 (Spring) Emergency Repair	\$57,258.00
2022 Dist 5 (Spring) Emergency Repair	\$10,260.36

Group Name: 2022 Dist 2 (Spring) Emergency Repair

	Location:	Parcel:	Construction Cost:
1	1626 DE SALES Ln	0055-0006-0138	\$3,508.32
2	3001 ERIE Av	0039-0006-0137	\$3,788.40
3	3220 GLENGYLE Av	0044-0003-0074	\$344.40
4	1235 GRACE Av	0043-0A01-0113	\$688.80
5	1237 GRACE Av	0043-0A01-0112	\$692.40
6	1255 GRACE Av	0043-0A01-0111	\$1,377.60
7	3211 HARDISTY Av	0044-0003-0052	\$344.40
8	2753 JOHNSTONE PI	0056-0001-0040	\$1,305.00
9	2840 LINWOOD Av	0046-0003-0077	\$258.30
10	2848 LINWOOD Av	0046-0003-0187	\$1,036.80
11	2860 LINWOOD Av	0046-0003-0062	\$1,722.00
12	2982 LINWOOD Av	0043-0A01-0080	\$430.50
13	3000 LINWOOD Av	0043-0A01-0004	\$2,152.50
14	3252 LINWOOD Av	0044-0002-0083	\$430.50
15	3266 LINWOOD Av	0044-0002-0144	\$1,205.40
16	5439 MADISON Rd	0036-0001-0273	\$2,204.16
17	3225 OBSERVATORY Av	0039-0001-0061	\$2,583.00
18	3529 OBSERVATORY Av	0038-0007-0058	\$1,131.00
19	3655 PAXTON Av	0039-0006-0042	\$1,377.60
20	4838 STEWART Av	0036-0001-0088	\$551.04
21	2917 UTOPIA PI	0043-0A01-0062	\$344.40

Group Name: 2022 Dist 3 (Spring) Emergency Repair

	Location:	Parcel:	Construction Cost:
22	2720 EUGENIE Ln	0208-0061-0034	\$2,169.72
23	2917 FISCHER PI	0208-0055-0201	\$2,066.40
24	2990 HARRISON Av	0208-0056-0094	\$7,099.74
25	3028 S Hegry Cir	0248-0001-0252	\$964.32
26	4664 LINDA Dr	0180-0080-0498	\$1,239.84
27	2835 MCKINLEY Av	0208-0057-0032	\$430.50
28	2680 MONTANA Av	0209-0002-0032	\$800.40
29	2412 MUSTANG Dr	0209-0005-0222	\$7,347.30

Group Name: 2022 Dist 4 (Spring) Emergency Repair

	Location:	Parcel:	Construction Cost:
30	299 BODMANN Av	0087-0005-0119	\$8,628.00
31	810 CLEVELAND Av	0107-0010-0092	\$1,722.00
32	1118 CYPRESS St	0063-0003-0135	\$1,033.20
33	655 EDEN PARK Dr	0071-0001-0116	\$6,135.00
34	216 EHRMAN Av	0216-0045-0026	\$774.90
35	2306 PARK Av	0063-0003-0134	\$2,066.40
36	2347 PARK Av	0063-0003-0063	\$2,479.68
37	42 PARKWAY Av	0244-0005-0070	\$1,033.20
38	55 PARKWAY Av	0244-0004-0001	\$516.60
39	133 PARKWAY Av	0244-0002-0077	\$2,066.40
40	136 PARKWAY Av	0244-0003-0056	\$3,030.72
41	139 PARKWAY Av	0244-0002-0069	\$3,874.50
42	157 PARKWAY Av	0244-0002-0001	\$4,046.70
43	208 PARKWAY Av	0243-0004-0082	\$258.30
44	209 PARKWAY Av	0243-0004-0053	\$1,033.20
45	214 PARKWAY Av	0243-0004-0013	\$430.50
46	4084 READING Rd	0109-0005-0058	\$2,066.40
47	1519 ROBINWOOD Av	0117-0A07-0364	\$688.80
48	933 ROGERS PI	0067-0001-0151	\$2,583.00
49	2181 VICTORY Pkwy	0063-0004-0072	\$861.00
50	124 WILDWOOD St	0244-0002-0040	\$3,379.50
51	153 WILDWOOD St	0244-0002-0020	\$2,335.50
52	170 WILDWOOD St	0244-0002-0013	\$3,539.10
53	176 WILDWOOD St	0244-0002-0071	\$516.60
54	8221 WOODBINE Av	0244-0003-0033	\$258.30
55	8230 WOODBINE Av	0244-0003-0047	\$1,291.50
56	8257 WOODBINE Av	0244-0003-0055	\$609.00

Group Name: 2022 Dist 5 (Spring) Emergency Repair

	Location:	Parcel:	Construction Cost:
57	6119 TAHITI Dr	0237-0001-0106	\$3,744.00
58	3911 TURRILL St	0194-0011-0206	\$4,993.80
59	1570 WITTLOU Av	0247-0002-0046	\$1,522.56

February 23, 2023

202300670

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – LUNKEN AIRPORT LEASE WITH SIGNATURE ENGINES, INC.

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute two Lease Agreements with Signature Engines, Inc. pursuant to which the City will extend the company's use and occupancy of Lunken Airport Lease Area 23 and Lease Area 24 for up to an additional 20 years.

The City currently leases space at Lunken Airport, known as Lease Areas 23 and 24 ("Leased Premises"), to Signature Engines, Inc. ("Lessee") pursuant to leases that expired on May 31, 2022. However, the Lessee has continued to lease the Leased Premises on a month-to-month basis since that time under the same terms.

The Lessee desires to renew its leasehold interest for up to an additional 20 years (namely, an initial term of 5 years, with three 5-year renewal options), as further described in the attached Lease Agreements.

The City's Real Estate Services Division, in consultation with the City's Airport Manager, and after considering airport industry standards and FAA requirements, has determined by appraisal that the fair market rental value of Lease Area 23 is approximately \$19,829.00 annually, and the fair market rental value of Lease Area 24 is approximately \$21,301.00 annually, both of which the Lessee has agreed to pay.

Pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City.

The Lessee has occupied and continues to occupy the Leased Premises, and the City's execution of this Lease will not result in a change in use of the Leased Premises. Therefore, review and approval of a change in the use of Leased Premises by the City Planning Commission is not required.

The Administration recommends passage of the attached ordinance.

Attachment I – Lease Area No. 23
Attachment II – Lease Area No. 24

cc: John S. Brazina, Director, Transportation and Engineering

AUTHORIZING the City Manager to execute two *Lease Agreements* with Signature Engines, Inc. pursuant to which the City will extend the company’s use and occupancy of Lunken Airport Lease Area 23 and Lease Area 24 for up to an additional 20 years.

WHEREAS, the City of Cincinnati (“City”) owns Lunken Airport in the East End and Linwood neighborhoods, which is under the management of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, the City currently leases space at the Airport, known as Lease Areas 23 and 24, as more particularly depicted and described in the *Lease Agreements* attached to this ordinance as Attachment A and Attachment B and incorporated herein by reference (“Leased Premises”), to Signature Engines, Inc., an Ohio corporation (“Lessee”), pursuant to leases that expired on May 31, 2022, however Lessee has continued to lease the Leased Premises on a month-to-month basis since that time under the same terms; and

WHEREAS, Lessee desires to extend its use and occupancy of the Leased Premises for up to an additional 20 years (namely, an initial term of 5 years, with three 5-year renewal options), as further described in the *Lease Agreements*; and

WHEREAS, the City’s Real Estate Services Division, in consultation with the City’s Airport Manager after considering airport industry standards and FAA requirements, has determined by appraisal that the fair market rental value of Lease Area 23 is approximately \$19,829.00 per year, and the fair market rental value of Lease Area 24 is approximately \$21,301.00 per year, which Lessee has agreed to pay (with rent for the renewal periods to be adjusted as described in the *Lease Agreements*); and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, Lessee has occupied and continues to occupy the Leased Premises, the City’s execution of this Lease will not result in a change in use of the Leased Premises, therefore review and approval of a change in use of the Leased Premises by City Planning Commission is not required; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute two *Lease Agreements* with Signature Engines, Inc., an Ohio corporation (“Lessee”), in substantially the forms attached

as Attachment A and Attachment B to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will extend Lessee’s leasehold interests in Lease Areas 23 and 24 at Lunken Airport (“Leased Premises”) for an initial term of 5 years, with three 5-year renewal options (for a total of up to 20 years).

Section 2. That the rent set forth in the *Lease Agreements* reflects the fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division in consultation with the City’s Airport Manager after considering airport industry standards and FAA requirements.

Section 3. That eliminating competitive bidding in connection with the City’s lease of the Leased Premises is in the best interest of the City because Lessee has been a good and responsible tenant at the Airport and the City desires to retain Lessee as a tenant.

Section 4. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the *Lease Agreements*, including, without limitation, executing any and all ancillary documents associated with the *Lease Agreements*, such as amendments or supplements to the *Lease Agreements* deemed by the City Manager to be in the vital and best interests of the City.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

Property: Lunken Airport – Lease Area 23, Hangar #7
(4761 Airport Road)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **SIGNATURE ENGINES, INC.**, an Ohio corporation, the address of which for purposes of this Lease is 4760 Airport Road, Cincinnati, OH 45226 (“**Lessee**”).

Recitals:

A. The City owns Lunken Airport, which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Pursuant to a *Lunken Airport Lease Agreement* dated January 13, 2015, by and between the City and Lessee (the “**Existing Lease**”), Lessee currently leases the portion of the Airport known as Lease Area 23 (containing approximately 34,252 square feet, including Hangar 7, containing approximately 9,588 square feet), as depicted on Exhibit A (*Site Map*) and described on Exhibit B (*Description of Leased Premises*) hereto (the “**Leased Premises**”), for the non-exclusive right for parking, storage, maintenance, servicing, repair, and sale of aircraft, aircraft assemblies, aircraft accessories, aircraft radio and electronic equipment and component part thereof, and for other general aeronautical purposes (the “**Permitted Use**”).

C. The term of the Existing Lease expired on May 31, 2022, Lessee has continued to occupy the Leased Premises on a month-to-month basis since then, and the parties now desire to enter into a new lease pursuant to which the City will lease the Leased Premises to Lessee for an additional term of up to twenty years (namely, an initial term of 5 years with three 5-year renewal option).

D. The City has determined that the Leased Premises are not needed for any municipal purpose during the term of this Lease.

E. The City has determined that competitive bidding in connection with the lease of the Leased Premises is impractical and that eliminating competitive bidding is in the best interest of the City because the City has determined that Lessee’s proposed business is aviation-related as required by the FAA and will be suitable and advantageous given the other mix of tenants at the Airport.

F. The rent set forth in this Lease reflects the current fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division and the Airport Manager taking into consideration airport industry standards and FAA requirements.

G. Because Lessee currently occupies the Leased Premises for the Permitted Use, the City’s execution of this Lease will not result in a change in use of the Leased Premises, therefore approval by City Planning Commission is not required.

H. Execution of this Lease was authorized by Ordinance No. [____], passed by Cincinnati City Council on [_____].

NOW, THEREFORE, the parties hereby agree as follows:

1. Leased Premises.

(A) Grant. The City hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from the City, on the terms and conditions set forth herein. The City makes no representations or warranties to Lessee regarding the physical condition of the Airport or Leased Premises and Lessee accepts the Leased Premises in “as is” condition. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises, and to any and all existing agreements between the City and the federal government pertaining to the Airport.

(B) City’s Right to Enter. The City’s employees, agents and contractors shall have the right to enter upon the Leased Premises, at any reasonable time and from time to time, for the purpose of examining the condition of the Leased Premises, determining Lessee’s compliance with the provisions of this Lease, accessing any public utility installations as shown on drawings at the office of the Airport Manager, and for any other proper purpose. The City shall use reasonable efforts to avoid disrupting Lessee’s business operations and shall promptly repair any damage to the Leased Premises caused by the City’s entry. The City shall use reasonable efforts to notify Lessee prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

2. Term; Renewal Periods.

(A) Initial Term (5 years). The initial term of this Lease (“**Initial Term**”) shall commence effective as of the first day of the calendar month following the Effective Date (as defined on the signature page hereof) (the “**Commencement Date**”), and, unless extended or sooner terminated as herein provided, shall expire at 11:59 p.m. on the day prior to the fifth anniversary of the Commencement Date. As used herein, the first “**Lease Year**” shall mean 12 full calendar months from the Commencement Date to 11:59 p.m. on the day prior to the first anniversary of the Commencement Date. Each subsequent Lease Year shall be 12 full calendar months.

(B) Renewal Period (three 5-year renewal periods). Provided Lessee is not in default under this Lease beyond any applicable cure period at the time it exercises a renewal option, Lessee shall have the option to extend the Term of this Lease, for three renewal periods of five years (for a total Term, including the initial Term, of 20 Lease Years), exercisable by giving written notice thereof to the City at least ninety (90) days (but no earlier than 9 months) prior to the expiration of the Initial Term or the then-existing renewal period, as applicable (the “**Written Notice of Renewal**”). Each renewal period shall be on the same terms and conditions as set forth herein (except that, after the third renewal period, there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Lease). As used herein, the “**Term**” of this Lease means the Initial Term and, if applicable, the renewal periods. (The foregoing shall not be construed as preventing Lessee from negotiating with the City to further the extend the Term or negotiating the terms of a new lease with the City, upon the expiration of the third renewal period, any such further extension of the Term or new lease being subject to approval by City Council and, if applicable, the FAA.)

(C) Lessee’s Right to Abate Rent and Terminate the Lease if Unable to Use the Leased Premises for Permitted Use. If, during the Term, Lessee, through no fault of its own, is permanently prevented from using the Leased Premises for the Permitted Use, and/or from safely accessing and using the Airport runways for take-offs and landings, the same shall not be a default by the City, however (i) if Lessee is prevented from using the Leased Premises for the Permitted Use for longer than 30 consecutive days, Lessee shall not be required to pay base rent for the remainder of the time during which Lessee is prevented from using the Leased Premises for the Permitted Use, and (ii) from and after such 30-day period during which Lessee is prevented from using the Leased Premises for the Permitted Use, Lessee shall have the right to terminate this Lease by notifying the City thereof in writing no less than 60 days prior to the effective date of such termination. (For clarity, occasional and temporary interruptions in Lessee’s use of the Airport runways for maintenance and repairs shall not give rise to a temporary rent abatement or termination right under this paragraph.)

3. Rent.

(A) **Base Rent.** Beginning on the Commencement Date, Lessee shall pay annual base rent in equal monthly installments, in advance, on the first business day of each month, in the amounts calculated in this paragraph (namely, fixed for the Initial Term, with CPI adjustments for each renewal period). The monthly installment of rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. Notwithstanding the rent adjustments provided for herein, in no event shall annual base rent decrease.

(i) **Initial Term (Lease Years 1-5 (fixed)).** For Lease Years 1-5, annual base rent shall be equal to the following amount: **\$19,829.00/year.**

(ii) **Renewal Period (Lease Years 6-20) (CPI adjustment).** Effective as of the first day of Lease Year 6, annual base rent shall increase to an amount that is equal to the product of multiplying the annual base rent payable during the Initial Term by a fraction, the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI most recently published 60 days prior to the Commencement Date. As used herein, "CPI" means the Consumer Price Index, All Urban Consumers, U. S. City Average (1982-1984=100) published from time to time by the United States Bureau of Labor Statistics. Lessee shall make all CPI rent adjustment computations under this section 3(A) and shall send written notice of each CPI-based rent adjustment, together with Lessee's computations ("**Lessee's Rent Adjustment Notice**"), to DOTE (to the two addresses set forth in section 11 below) and to the City's Real Estate Services Division (801 Plum Street, Room 122, Cincinnati, OH 45202) no less than 30 days prior to the rent adjustment date.

(B) **Place of Payment.** As used herein, "rent" shall mean base rent and all other amounts payable by Lessee to the City under this Lease. Rent shall be payable to "Treasurer – City of Cincinnati" and mailed or delivered to: City of Cincinnati, 465 Wilmer Avenue, Cincinnati, OH 45226, Attn: Lunken Airport Manager, or to such other address as the City may from time to time specify in writing.

(C) **Late Payments.** If any payment of rent is not paid when due, a late charge of 5% of the amount past due shall automatically become due and payable. If rent is outstanding for longer than 30 days, such past due amount shall bear interest at the rate of 10% per annum until paid.

4. Permitted Use; Hours of Operation.

(A) Permitted Use.

(i) Provided Lessee has obtained all valid permits from the City and any and all other required permits, Lessee shall use the Leased Premises for the Permitted Use and for no other activities whatsoever without the City's prior written consent. (For clarity, Lessee's right to use the Leased Premises is exclusive as to other users of the Airport, however nothing herein shall limit or prevent the City from granting third parties the right to use other space at the Airport for the Permitted Use or from using the Airport runways.) Lessee shall not deviate from the Permitted Use without the City's prior written approval (and if required, as determined by the City, without the prior written approval of the FAA).

(ii) Notwithstanding the provisions of this Lease prohibiting Lessee from subleasing space in the Leased Premises to third parties without the City's consent, the City hereby agrees that Lessee may permit third parties to use portions of the hangar to store their planes, including charging them a rental fee, provided such use is in compliance with all other provisions of this Lease.

(iii) The City agrees that it shall not prohibit Lessee or such parties from using their own fuel at the Leased Premises (i.e., the City shall not, for example, promulgate a new rule that requires them to purchase fuel from the City or someone else at the Airport).

(B) Required Hours of Operation. Throughout the Term, Lessee shall continuously operate its

business at the Leased Premises on such days and during such hours as Lessee determines from time to time to be commercially reasonable (except that temporary closures in the event of an emergency, damage by casualty, or periodic remodeling shall not be deemed a default under this Lease).

5. Utilities; Real Estate Taxes; Other Expenses. This is a “triple net” lease for the City, and during the Term of this Lease, Lessee shall pay (i) any and all utility charges associated with the Leased Premises, (ii) all real estate taxes and assessments levied against the Leased Premises (including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears), and (iii) any and all other expenses associated with the Leased Premises, including without limitation any and all other fees required to be paid under Chapter 402 (*Airport*) of the Cincinnati Municipal Code (“**CMC**”). *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.* Lessee shall have the right to contest the amount or validity of real estate taxes and assessments on the Leased Premises and any alterations thereto by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City’s election. Lessee shall pay all costs and expenses arising from such legal proceedings.

6. Maintenance and Repairs; Other Operating Requirements.

(A) Maintenance and Repairs. Lessee shall maintain the Leased Premises in good, clean, and safe condition and repair, shall not permit any waste or nuisance on the Leased Premises, shall not permit any debris or rubbish to accumulate in open space, and shall keep the Leased Premises free from unreasonable accumulations of snow and ice and other obstructions. Without limitation of the foregoing, Lessee shall replace all light bulbs and filters, provide water sprinkler system inspection and repair, provide trash removal, window washing, grass cutting and proper maintenance of landscaped areas, and maintain and keep in good condition and repair the exterior and interior structural portions and roof of any and all buildings, structures, hangars, fences, fixtures, pavement, HVAC, electrical, plumbing and mechanical fixtures, and any and all other improvements located on the Leased Premises, reasonable wear and tear excepted, and in compliance with all applicable building and fire codes, airport regulations and other laws (collectively, “**Applicable Laws**”).

(B) Protection from Aircraft Engine Blasts. Lessee shall provide an approved means of protection for persons and property from jet aircraft engine blasts or exhaust emissions at any time jet aircraft is operated on the Leased Premises.

(C) Parking. Lessee shall provide within the limits of the Leased Premises, at its own cost, a parking area for motor vehicles sufficient for vehicle parking needs of Lessee, its agents, employees and customers.

(D) Fuel Facilities. Lessee shall have sole responsibility for the operation, maintenance, repair and replacement of the fuel storage and distribution facilities located on the Leased Premises. Lessee shall be responsible for all required inspections and State of Ohio annual registration and fees.

(E) Permits. Lessee shall obtain all required permits and shall pay all required permit fees associated with Lessee’s activities at the Leased Premises.

(F) Changes to Land Grade or Level. Lessee shall not make any changes in the land grade or level of the Leased Premises that might affect the abutting properties without the prior written consent of DOTE.

(G) Compliance with Federal Air Regulations. Lessee shall comply with Federal Air Regulations Part 77 and shall not penetrate any designated runway clear zone.

(H) Flood Plain. Lessee acknowledges that (i) the Leased Premises are located in a flood plain, (ii) FEMA requires that all improvements constructed within a flood plain comply with precise, rigorous

construction standards, (iii) City building officials will not issue construction permits if the plans are not in compliance with the FEMA standards specific to flood plains, and (iv) compliance may add significant additional time and costs to the design and construction of any leasehold improvements.

(I) Alterations and Future Improvements. (i) Lessee shall not alter or remove the Leased Premises except in accordance with section 12 below. Any and all alterations to the Leased Premises, and any and all new improvements, shall require the prior written consent of DOTE and shall comply with the minimum aesthetic and architectural standards and requirements adopted by the City (if any) that are applicable to the exterior of all other buildings and structures at the Airport. If modification to the terrain surrounding the Leased Premises, including the existing adjacent taxiway, is required to conform to FAA regulations or requirements or is otherwise necessary to accommodate or support new improvements or alterations to existing improvements, Lessee shall bear all costs of such modification.

(ii) *Minor, Non-Structural Improvements (Minor Changes):* The foregoing notwithstanding, if Lessee desires to make minor, non-structural improvements to the existing leasehold improvements (defined as non-structural improvements costing, in the aggregate per project, less than **\$5,000**, and which enhance, and not diminish, the value of the existing leasehold improvements; herein, "**Minor Changes**"), Lessee may make such Minor Changes provided [a] Lessee notifies DOTE thereof in writing at least fifteen (15) days prior to making such Minor Changes, including providing DOTE with proposed, professionally prepared plans and specifications if available, and [b] Lessee satisfactorily addresses any and all concerns about the intended Minor Changes raised by DOTE during such 15-day period. Lessee shall ensure that such Minor Changes are made by qualified contractors in good-standing (i.e., not debarred by the City, state or federal government), that all required permits are obtained and that the Minor Changes are made in compliance with all other laws and governmental requirements, that no liens are placed upon the Leased Premises in connection with the work, and that Lessee does not disrupt the rights of other users at the Airport during the work. All leasehold improvements and alterations thereof made by Lessee during the Term of this Lease shall be deemed to be fixtures and shall become part of the existing leasehold improvements and the property of the City upon attachment.

(J) Determinations by DOTE. All determinations of the City, including determinations by the DOTE Director, with respect to the construction, alteration, maintenance, repair, restoration or removal of improvements at the Leased Premises shall be based upon confirmation that the improvements (i) are structurally sound, (ii) comply with the safety standards and requirements applicable to all other buildings and structures at the Airport, (iii) are consistent with the quality and appearance of Airport facilities adjacent to the Leased Premises, and (iv) comply with all other requirements under this Lease applicable to the Existing Leasehold Improvements.

7. Insurance.

(A) Insurance. Throughout the Term, Lessee shall maintain the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the existing leasehold improvements, naming the City and Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance of at least One Million Dollars (\$1,000,000) per occurrence, combined single limit, naming the City as an additional insured, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized airport facilities;

(iv) automobile liability insurance in the amount of \$1,000,000 per occurrence, naming the City as an additional insured; and

(v) workers compensation insurance as required by law.

(B) Policy Requirements. Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. No later than the Commencement Date, and annually thereafter, Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Lessee hereunder.

(C) Waiver of Subrogation. Lessee hereby waives all claims and rights of recovery, and on behalf of Lessee's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Lessee, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Lessee or any employee, agent, contractor, subcontractor, representative or any other person acting or purporting to act for or on behalf of Lessee. Lessee shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Lessee, its employees, agents, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Lessee in connection with Lessee's activities at or with respect to the Leased Premises or in connection with any breach by Lessee under this Lease.

8. Casualty; Eminent Domain.

(A) Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall have the right to terminate this Lease by giving written notice thereof to the City within ninety (90) days after the occurrence of the casualty. If Lessee terminates this Lease: (i) Lessee's rental and other obligations under this Lease shall terminate effective as of the effective date of termination set forth in Lessee's notice of termination; and (ii) Lessee shall turn over to the City all property insurance proceeds payable in connection therewith, for use by the City in restoring the Leased Premises or clearing the site. If Lessee does not so terminate this Lease: (i) Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises are being repaired or restored (it being the agreement of the parties that Lessee shall purchase business interruption insurance, if it so chooses, to alleviate such financial burden); and (ii) Lessee shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of insurance proceeds resulting from such occurrence, and if the proceeds are insufficient to fully repair and restore the Existing Leasehold Improvements, the City shall not be required to make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth in this Lease.

(B) Eminent Domain. If the entirety of the Leased Premises are taken by exercise of eminent domain (federal, state, or local), this Lease shall automatically terminate, effective as of the date on which Lessee is required to surrender possession. In such instance, or if Lessee terminates this Lease in its entirety under paragraph 8(C) below: (i) Lessee's rental and other obligations under this Lease shall terminate effective as of the date that Lessee surrenders possession; and (ii) Lessee shall turn over to the City all eminent domain proceeds payable in connection therewith (excluding eminent domain proceeds awarded to Lessee in the event of a taking by the City).

(C) Partial Taking. If only a portion of the Leased Premises is taken by exercise of eminent domain, Lessee shall have the right to terminate this Lease (in its entirety or only as to the portion of the Leased Premises taken) by giving written notice thereof to the City within ninety (90) days after the date on which Lessee is required to surrender possession. If Lessee terminates this Lease as to only the portion of the Leased Premises taken: (i) Lessee's rental and other obligations under this Lease pertaining to such portion of the Leased Premises shall terminate effective as of the date that Lessee surrenders possession of such portion (and all obligations of Lessee under this Lease pertaining to the untaken portion of the Leased Premises shall remain in effect, without any abatement of rent during reconstruction or otherwise); (ii) Lessee shall turn over to the City all eminent domain proceeds allocable to the portion of the Leased Premises taken (excluding eminent domain proceeds awarded to Lessee in the event of a taking by the City); and (iii) Lessee shall use the balance of the eminent domain proceeds to repair and restore the untaken portion of the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such taking. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of eminent domain proceeds resulting from such occurrence, and if the proceeds are insufficient to fully repair and restore the existing leasehold improvements, the City shall not be required to make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth in this Lease.

9. Default; Remedies.

(A) Default by Lessee. Each of the following shall constitute an event of default by Lessee under this Lease:

(i) If Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than ten (10) days after Lessee receives written notice thereof from the City;

(ii) If Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than twenty (20) days after Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such 20-day period, an event of default shall not be deemed to have occurred if Lessee commences to cure such failure within such 20-day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Lessee receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Lessee fails to promptly take corrective action upon discovering such dangerous condition or emergency (and in any event within no later than 24 hours, depending upon the nature of the emergency and the steps needed to address it); and

(iii) The commencement of levy, execution or attachment proceedings against Lessee, any principal (which shall be defined as any individual or entity having an ownership interest in Lessee of more than 25%) or partner of Lessee, or any of the assets of Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Lessee or any principal or partner of Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Lessee or any principal or partner of Lessee; or the commencement of a case by or against Lessee or any principal or partner of Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

(B) **Remedies.** Upon the occurrence of an event of default by Lessee that continues beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving Lessee written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Lessee shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Lessee under this Lease or the City's enforcement or termination of this Lease. Lessee shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) **Default by the City.** If the City defaults under this Lease, and such failure continues for longer than sixty (60) days after the City receives written notice thereof from Lessee, Lessee shall have the right to terminate this Lease by giving written notice thereof to City, and shall have the right to pursue all other rights and remedies available at law or in equity. The failure of Lessee to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy.

10. Assignment and Subletting. Lessee acknowledges that the City is entering into this transaction because of the City's confidence that Lessee has the financial means and business experience that are necessary to successfully operate Lessee's business in accordance with the provisions of this Lease. Lessee acknowledges that the City shall not be expected to consent to a proposed assignment or sublease by Lessee of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Lessee to assign, sublease, or otherwise transfer its interests under this Lease to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Lessee under this Lease. No assignment or sublease by Lessee of its rights or obligations under this Lease to an affiliate or any other third party shall relieve Lessee from any liability to the City under this Lease.

11. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, Suite 450
Cincinnati, OH 45202

To Lessee:

Signature Engines, Inc.
Lunken Airport, Hangar 6
4760 Airport Road
Cincinnati, OH 45226
Attn: Bill Schmidt

with a copy to:

Lunken Airport
Attn: Airport Manager
465 Wilmer Avenue,
Cincinnati, OH 45226

If Lessee sends a notice to the City alleging that the City is in default under this Lease, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

12. Surrender; Holdover.

(A) Surrender at end of Lease Term. At the end of the Term, Lessee shall peaceably surrender the Leased Premises to the City free and clear of all leasehold mortgages and other liens (except those, if any, created by the City). As provided in paragraph 6(l) above, Lessee shall not be permitted to remove any improvements and acknowledges that the City would not enter into this Lease on the terms and conditions set forth herein but for Lessee's obligation to surrender all improvements constructed by Lessee during the Term of this Lease to the City, free and clear of all liens, at the end of the Term.

(B) Lessee's Right to Remove Items of Personal Property. No later than the last day of the Term, Lessee shall remove all of Lessee's personal property at the Leased Premises (excluding trade fixtures, which shall not be removed) and shall repair any and all damage to the Leased Premises caused by the installation or removal thereof and otherwise restore the Leased Premises to a safe, clean and satisfactory condition.

(C) Holdover. If Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term and except that base rent payable during the holdover period shall be equal to two hundred percent of the base rent in effect at the end of the Term), terminable by either party at any time by giving written notice thereof to the other party. Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Lessee's failure to surrender possession at the end of the Term, including without limitation costs and damages suffered or incurred by the City during the holdover period.

(D) Documents to be Delivered to City. At the end of the Term, Lessee shall deliver to the City originals or copies of all books and records, operating manuals, contracts with third parties (but only if the City has expressly agreed to accept an assignment of such contracts), warranty information, and all other written materials and documents that are in Lessee's possession or under Lessee's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation and maintenance of the Leased Premises for the Permitted Use.

13. Compliance with Laws.

(A) Compliance with Laws. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations, including without limitation all applicable building and zoning codes of the City of Cincinnati pertaining to the Airport, all applicable requirements set forth in Chapter 402 (*Airport*) of the CMC, and all requirements under Title 49 of the Code of Federal Regulations, as the same may be enacted or modified from time to time.

(B) Non-Discrimination.

- i. Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

- ii. With reference to 49 CFR Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", the purpose of which "is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 . . . to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation", Lessee shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing services to the public and shall include therein a provision granting the City the right to take such action as the United States may direct to enforce such covenant. Lessee shall defend, indemnify, and hold harmless the City from any and all claims and demands of third persons, including the United States of America, resulting from Lessee's noncompliance with any of the provisions of this section and shall reimburse the City for any and all losses or expenses incurred by reason of such noncompliance.

14. General Provisions.

(A) Entire Agreement. This Lease (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office.

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Lease.

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) FAA Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, including any and all grant assurances relating to the maintenance, development, or operation of the Airport, the execution of which agreements has been or will be required as a condition precedent to the granting of federal funds for the maintenance, development, or operation of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

15. **CR# 35-2022 Conditions**. None.

16. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*
Exhibit B - *Legal Description of Leased Premises*

[*Signature Pages Follow*]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

Signature Engines, Inc., an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of **Signature Engines, Inc.**, an Ohio corporation, on behalf of the corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

[*City Signature Page Follows*]

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Fred Anderton, Lunken Airport Manager

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A

SITE MAP

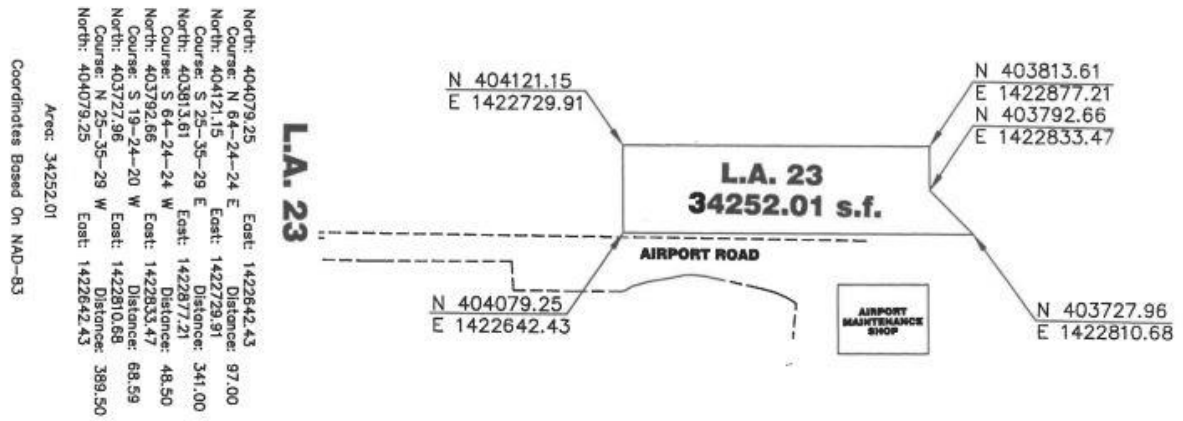


EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES

Lunken Airport
Lease Area 23

Situated in Section 24, Town 5, F.R. 1, Spencer Township, Hamilton County, Ohio, and being part of Columbia Old Town, as recorded in Deed Book 56, Page 654, Hamilton County, Ohio Records and being more particularly described as follows:

Ohio State Coordinates (South Zone)

North: 404079.25	East: 1422642.43
North: 404121.15	East: 1422729.91
North: 403813.61	East: 1422877.21
North: 403792.66	East: 1422833.47
North: 403727.96	East: 1422810.68
North: 404079.25	East: 1422642.43

Containing 34,252.01± S.F.

Coordinates Based On NAD-83

Contract No. _____

Property: Lunken Airport – Lease Area 24, Hangar #6
(4760 Airport Road)

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **SIGNATURE ENGINES, INC.**, an Ohio corporation, the address of which for purposes of this Lease is 4760 Airport Road, Cincinnati, OH 45226 (“**Lessee**”).

Recitals:

A. The City owns Lunken Airport, which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Pursuant to a *Lunken Airport Lease Agreement* dated June 6, 2007, by and between the City and Lessee (the “**Existing Lease**”), Lessee currently leases the portion of the Airport known as Lease Area 24 (containing approximately 34,781 square feet, including Hangar 6, containing approximately 10,875 square feet), as depicted on Exhibit A (Site Map) and described on Exhibit B (Description of Leased Premises) hereto (the “**Leased Premises**”), for the non-exclusive right for parking, storage, maintenance, servicing, repair, and sale of aircraft, aircraft assemblies, aircraft accessories, aircraft radio and electronic equipment and component part thereof, and for other general aeronautical purposes (the “**Permitted Use**”).

C. The term of the Existing Lease expired on May 31, 2022, Lessee has continued to occupy the Leased Premises on a month-to-month basis since then, and the parties now desire to enter into a new lease pursuant to which the City will lease the Leased Premises to Lessee for an additional term of up to twenty years (namely, an initial term of 5 years with three 5-year renewal options).

D. The City has determined that the Leased Premises are not needed for any municipal purpose during the term of this Lease.

E. The City has determined that competitive bidding in connection with the lease of the Leased Premises is impractical and that eliminating competitive bidding is in the best interest of the City because the City has determined that Lessee’s proposed business is aviation-related as required by the FAA and will be suitable and advantageous given the other mix of tenants at the Airport.

F. The rent set forth in this Lease reflects the current fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division and the Airport Manager taking into consideration airport industry standards and FAA requirements.

G. Because Lessee currently occupies the Leased Premises for the Permitted Use, the City’s execution of this Lease will not result in a change in use of the Leased Premises, therefore approval by City Planning Commission is not required.

H. Execution of this Lease was authorized by Ordinance No. [____], passed by Cincinnati City Council on [_____].

NOW, THEREFORE, the parties hereby agree as follows:

1. Leased Premises.

(A) Grant. The City hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from the City, on the terms and conditions set forth herein. The City makes no representations or warranties to Lessee regarding the physical condition of the Airport or Leased Premises and Lessee accepts the Leased Premises in “as is” condition. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises, and to any and all existing agreements between the City and the federal government pertaining to the Airport.

(B) City’s Right to Enter. The City’s employees, agents and contractors shall have the right to enter upon the Leased Premises, at any reasonable time and from time to time, for the purpose of examining the condition of the Leased Premises, determining Lessee’s compliance with the provisions of this Lease, accessing any public utility installations as shown on drawings at the office of the Airport Manager, and for any other proper purpose. The City shall use reasonable efforts to avoid disrupting Lessee’s business operations and shall promptly repair any damage to the Leased Premises caused by the City’s entry. The City shall use reasonable efforts to notify Lessee prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

2. Term; Renewal Periods.

(A) Initial Term (5 years). The initial term of this Lease (“**Initial Term**”) shall commence effective as of the first day of the calendar month following the Effective Date (as defined on the signature page hereof) (the “**Commencement Date**”), and, unless extended or sooner terminated as herein provided, shall expire at 11:59 p.m. on the day prior to the fifth anniversary of the Commencement Date. As used herein, the first “**Lease Year**” shall mean 12 full calendar months from the Commencement Date to 11:59 p.m. on the day prior to the first anniversary of the Commencement Date. Each subsequent Lease Year shall be 12 full calendar months.

(B) Renewal Periods (three 5-year renewal periods). Provided Lessee is not in default under this Lease beyond any applicable cure period at the time it exercises a renewal option, Lessee shall have the option to extend the Term of this Lease, for three renewal periods of five years each (for a total Term, including the initial Term, of 20 Lease Years), exercisable by giving written notice thereof to the City at least ninety (90) days (but no earlier than 9 months) prior to the expiration of the Initial Term or the then-existing renewal period, as applicable (the “**Written Notice of Renewal**”). Each renewal period shall be on the same terms and conditions as set forth herein (except that, after the third renewal period, there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Lease). As used herein, the “**Term**” of this Lease means the Initial Term and, if applicable, the renewal periods. (The foregoing shall not be construed as preventing Lessee from negotiating with the City to further extend the Term or negotiating the terms of a new lease with the City, upon the expiration of the renewal periods, any such further extension of the Term or new lease being subject to approval by City Council and, if applicable, the FAA.)

(C) Lessee’s Right to Abate Rent and Terminate the Lease if Unable to Use the Leased Premises for Permitted Use. If, during the Term, Lessee, through no fault of its own, is permanently prevented from using the Leased Premises for the Permitted Use, and/or from safely accessing and using the Airport runways for take-offs and landings, the same shall not be a default by the City, however (i) if Lessee is prevented from using the Leased Premises for the Permitted Use for longer than 30 consecutive days, Lessee shall not be required to pay base rent for the remainder of the time during which Lessee is prevented from using the Leased Premises for the Permitted Use, and (ii) from and after such 30-day period during which Lessee is prevented from using the Leased Premises for the Permitted Use, Lessee shall have the right to terminate this Lease by notifying the City thereof in writing no less than 60 days prior to the effective date of such termination. (For clarity, occasional and temporary interruptions in Lessee’s use of the Airport runways for maintenance and repairs shall not give rise to a temporary rent abatement or termination right under this paragraph.)

3. Rent.

(A) Base Rent. Beginning on the Commencement Date, Lessee shall pay annual base rent in equal monthly installments, in advance, on the first business day of each month, in the amounts calculated in this paragraph (namely, fixed for the Initial Term, with CPI adjustments for the renewal period). The monthly installment of rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. Notwithstanding the rent adjustments provided for herein, in no event shall annual base rent decrease.

(i) Initial Term (Lease Years 1-5 (fixed)). For Lease Years 1-5, annual base rent shall be equal to the following amount: **\$21,301.00/year.**

(ii) Renewal Period (Lease Years 6-20) (CPI adjustment). Effective as of the first day of Lease Year 6, annual base rent shall increase to an amount that is equal to the product of multiplying the annual base rent payable during the Initial Term by a fraction, the numerator of which is the CPI most recently published 60 days prior to the rent adjustment date, and the denominator of which is the CPI most recently published 60 days prior to the Commencement Date. As used herein, "CPI" means the Consumer Price Index, All Urban Consumers, U. S. City Average (1982-1984=100) published from time to time by the United States Bureau of Labor Statistics. Lessee shall make all CPI rent adjustment computations under this section 3(A) and shall send written notice of each CPI-based rent adjustment, together with Lessee's computations ("**Lessee's Rent Adjustment Notice**"), to DOTE (to the two addresses set forth in section 11 below) and to the City's Real Estate Services Division (801 Plum Street, Room 122, Cincinnati, OH 45202) no less than 30 days prior to the rent adjustment date.

(B) Place of Payment. As used herein, "rent" shall mean base rent and all other amounts payable by Lessee to the City under this Lease. Rent shall be payable to "Treasurer – City of Cincinnati" and mailed or delivered to: City of Cincinnati, 465 Wilmer Avenue, Cincinnati, OH 45226, Attn: Lunken Airport Manager, or to such other address as the City may from time to time specify in writing.

(C) Late Payments. If any payment of rent is not paid when due, a late charge of 5% of the amount past due shall automatically become due and payable. If rent is outstanding for longer than 30 days, such past due amount shall bear interest at the rate of 10% per annum until paid.

4. Permitted Use; Hours of Operation.

(A) Permitted Use.

(i) Provided Lessee has obtained all valid permits from the City and any and all other required permits, Lessee shall use the Leased Premises for the Permitted Use and for no other activities whatsoever without the City's prior written consent. (For clarity, Lessee's right to use the Leased Premises is exclusive as to other users of the Airport, however nothing herein shall limit or prevent the City from granting third parties the right to use other space at the Airport for the Permitted Use or from using the Airport runways.) Lessee shall not deviate from the Permitted Use without the City's prior written approval (and if required, as determined by the City, without the prior written approval of the FAA).

(ii) Notwithstanding the provisions of this Lease prohibiting Lessee from subleasing space in the Leased Premises to third parties without the City's consent, the City hereby agrees that Lessee may permit third parties to use portions of the hangar to store their planes, including charging them a rental fee, provided such use is in compliance with all other provisions of this Lease.

(iii) The City agrees that it shall not prohibit Lessee or such parties from using their own fuel at the Leased Premises (i.e., the City shall not, for example, promulgate a new rule that requires them to purchase fuel from the City or someone else at the Airport).

(B) Required Hours of Operation. Throughout the Term, Lessee shall continuously operate its business at the Leased Premises on such days and during such hours as Lessee determines from time to time to be commercially reasonable (except that temporary closures in the event of an emergency, damage by casualty, or periodic remodeling shall not be deemed a default under this Lease).

5. Utilities; Real Estate Taxes; Other Expenses. This is a “triple net” lease for the City, and during the Term of this Lease, Lessee shall pay (i) any and all utility charges associated with the Leased Premises, (ii) all real estate taxes and assessments levied against the Leased Premises (including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears), and (iii) any and all other expenses associated with the Leased Premises, including without limitation any and all other fees required to be paid under Chapter 402 (*Airport*) of the Cincinnati Municipal Code (“**CMC**”). *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease*. Lessee shall have the right to contest the amount or validity of real estate taxes and assessments on the Leased Premises and any alterations thereto by appropriate legal proceedings in its own name. The City shall have the right to participate in such legal proceedings at the City’s election. Lessee shall pay all costs and expenses arising from such legal proceedings.

6. Maintenance and Repairs; Other Operating Requirements.

(A) Maintenance and Repairs. Lessee shall maintain the Leased Premises in good, clean, and safe condition and repair, shall not permit any waste or nuisance on the Leased Premises, shall not permit any debris or rubbish to accumulate in open space, and shall keep the Leased Premises free from unreasonable accumulations of snow and ice and other obstructions. Without limitation of the foregoing, Lessee shall replace all light bulbs and filters, provide water sprinkler system inspection and repair, provide trash removal, window washing, grass cutting and proper maintenance of landscaped areas, and maintain and keep in good condition and repair the exterior and interior structural portions and roof of any and all buildings, structures, hangars, fences, fixtures, pavement, HVAC, electrical, plumbing and mechanical fixtures, and any and all other improvements located on the Leased Premises, reasonable wear and tear excepted, and in compliance with all applicable building and fire codes, airport regulations and other laws (collectively, “**Applicable Laws**”).

(B) Protection from Aircraft Engine Blasts. Lessee shall provide an approved means of protection for persons and property from jet aircraft engine blasts or exhaust emissions at any time jet aircraft is operated on the Leased Premises.

(C) Parking. Lessee shall provide within the limits of the Leased Premises, at its own cost, a parking area for motor vehicles sufficient for vehicle parking needs of Lessee, its agents, employees and customers.

(D) Fuel Facilities. Lessee shall have sole responsibility for the operation, maintenance, repair and replacement of the fuel storage and distribution facilities located on the Leased Premises. Lessee shall be responsible for all required inspections and State of Ohio annual registration and fees.

(E) Permits. Lessee shall obtain all required permits and shall pay all required permit fees associated with Lessee’s activities at the Leased Premises.

(F) Changes to Land Grade or Level. Lessee shall not make any changes in the land grade or level of the Leased Premises that might affect the abutting properties without the prior written consent of DOTE.

(G) Compliance with Federal Air Regulations. Lessee shall comply with Federal Air Regulations Part 77 and shall not penetrate any designated runway clear zone.

(H) Flood Plain. Lessee acknowledges that (i) the Leased Premises are located in a flood plain, (ii)

FEMA requires that all improvements constructed within a flood plain comply with precise, rigorous construction standards, (iii) City building officials will not issue construction permits if the plans are not in compliance with the FEMA standards specific to flood plains, and (iv) compliance may add significant additional time and costs to the design and construction of any leasehold improvements.

(I) Alterations and Future Improvements. (i) Lessee shall not alter or remove the Leased Premises except in accordance with section 12 below. Any and all alterations to the Leased Premises, and any and all new improvements, shall require the prior written consent of DOTE and shall comply with the minimum aesthetic and architectural standards and requirements adopted by the City (if any) that are applicable to the exterior of all other buildings and structures at the Airport. If modification to the terrain surrounding the Leased Premises, including the existing adjacent taxiway, is required to conform to FAA regulations or requirements or is otherwise necessary to accommodate or support new improvements or alterations to existing improvements, Lessee shall bear all costs of such modification.

(ii) *Minor, Non-Structural Improvements (Minor Changes):* The foregoing notwithstanding, if Lessee desires to make minor, non-structural improvements to the existing leasehold improvements (defined as non-structural improvements costing, in the aggregate per project, less than **\$5,000**, and which enhance, and not diminish, the value of the existing leasehold improvements; herein, "**Minor Changes**"), Lessee may make such Minor Changes provided [a] Lessee notifies DOTE thereof in writing at least fifteen (15) days prior to making such Minor Changes, including providing DOTE with proposed, professionally prepared plans and specifications if available, and [b] Lessee satisfactorily addresses any and all concerns about the intended Minor Changes raised by DOTE during such 15-day period. Lessee shall ensure that such Minor Changes are made by qualified contractors in good-standing (i.e., not debarred by the City, state or federal government), that all required permits are obtained and that the Minor Changes are made in compliance with all other laws and governmental requirements, that no liens are placed upon the Leased Premises in connection with the work, and that Lessee does not disrupt the rights of other users at the Airport during the work. All leasehold improvements and alterations thereof made by Lessee during the Term of this Lease shall be deemed to be fixtures and shall become part of the existing leasehold improvements and the property of the City upon attachment.

(J) Determinations by DOTE. All determinations of the City, including determinations by the DOTE Director, with respect to the construction, alteration, maintenance, repair, restoration or removal of improvements at the Leased Premises shall be based upon confirmation that the improvements (i) are structurally sound, (ii) comply with the safety standards and requirements applicable to all other buildings and structures at the Airport, (iii) are consistent with the quality and appearance of Airport facilities adjacent to the Leased Premises, and (iv) comply with all other requirements under this Lease applicable to the Existing Leasehold Improvements.

7. Insurance.

(A) Insurance. Throughout the Term, Lessee shall maintain the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the existing leasehold improvements, naming the City and Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance of at least One Million Dollars (\$1,000,000) per occurrence, combined single limit, naming the City as an additional insured, or such additional amounts as the City or its insurance or risk advisors may determine from time to time to be customary for similar-sized airport facilities;

(iv) automobile liability insurance in the amount of \$1,000,000 per occurrence, naming the City as an additional insured; and

(v) workers compensation insurance as required by law.

(B) Policy Requirements. Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. No later than the Commencement Date, and annually thereafter, Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Lessee hereunder.

(C) Waiver of Subrogation. Lessee hereby waives all claims and rights of recovery, and on behalf of Lessee's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Lease to be maintained by Lessee, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Lessee or any employee, agent, contractor, subcontractor, representative or any other person acting or purporting to act for or on behalf of Lessee. Lessee shall defend, indemnify and hold the City, its employees, agents, contractors and subcontractors ("**Indemnified Parties**") harmless from and against all costs (including without limitation legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from the acts of Lessee, its employees, agents, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Lessee in connection with Lessee's activities at or with respect to the Leased Premises or in connection with any breach by Lessee under this Lease.

8. Casualty; Eminent Domain.

(A) Casualty. If the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall have the right to terminate this Lease by giving written notice thereof to the City within ninety (90) days after the occurrence of the casualty. If Lessee terminates this Lease: (i) Lessee's rental and other obligations under this Lease shall terminate effective as of the effective date of termination set forth in Lessee's notice of termination; and (ii) Lessee shall turn over to the City all property insurance proceeds payable in connection therewith, for use by the City in restoring the Leased Premises or clearing the site. If Lessee does not so terminate this Lease: (i) Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises are being repaired or restored (it being the agreement of the parties that Lessee shall purchase business interruption insurance, if it so chooses, to alleviate such financial burden); and (ii) Lessee shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of insurance proceeds resulting from such occurrence, and if the proceeds are insufficient to fully repair and restore the Existing Leasehold Improvements, the City shall not be required to make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth in this Lease.

(B) Eminent Domain. If the entirety of the Leased Premises are taken by exercise of eminent domain (federal, state, or local), this Lease shall automatically terminate, effective as of the date on which Lessee is required to surrender possession. In such instance, or if Lessee terminates this Lease in its entirety under paragraph 8(C) below: (i) Lessee's rental and other obligations under this Lease shall terminate effective as of the date that Lessee surrenders possession; and (ii) Lessee shall turn over to the City all eminent domain proceeds payable in connection therewith (excluding eminent domain proceeds awarded to Lessee in the event of a taking by the City).

(C) Partial Taking. If only a portion of the Leased Premises is taken by exercise of eminent domain, Lessee shall have the right to terminate this Lease (in its entirety or only as to the portion of the Leased Premises taken) by giving written notice thereof to the City within ninety (90) days after the date on which Lessee is required to surrender possession. If Lessee terminates this Lease as to only the portion of the Leased Premises taken: (i) Lessee's rental and other obligations under this Lease pertaining to such portion of the Leased Premises shall terminate effective as of the date that Lessee surrenders possession of such portion (and all obligations of Lessee under this Lease pertaining to the untaken portion of the Leased Premises shall remain in effect, without any abatement of rent during reconstruction or otherwise); (ii) Lessee shall turn over to the City all eminent domain proceeds allocable to the portion of the Leased Premises taken (excluding eminent domain proceeds awarded to Lessee in the event of a taking by the City); and (iii) Lessee shall use the balance of the eminent domain proceeds to repair and restore the untaken portion of the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such taking. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of eminent domain proceeds resulting from such occurrence, and if the proceeds are insufficient to fully repair and restore the existing leasehold improvements, the City shall not be required to make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth in this Lease.

9. Default; Remedies.

(A) Default by Lessee. Each of the following shall constitute an event of default by Lessee under this Lease:

(i) If Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than ten (10) days after Lessee receives written notice thereof from the City;

(ii) If Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than twenty (20) days after Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such 20-day period, an event of default shall not be deemed to have occurred if Lessee commences to cure such failure within such 20-day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within ninety (90) days after Lessee receives written notice of the default from the City. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Lessee fails to promptly take corrective action upon discovering such dangerous condition or emergency (and in any event within no later than 24 hours, depending upon the nature of the emergency and the steps needed to address it); and

(iii) The commencement of levy, execution or attachment proceedings against Lessee, any principal (which shall be defined as any individual or entity having an ownership interest in Lessee of more than 25%) or partner of Lessee, or any of the assets of Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Lessee or any principal or partner of Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Lessee or any principal or partner of Lessee; or the commencement of a case by or against Lessee or any principal or partner of Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within ninety (90) days after institution).

(B) **Remedies.** Upon the occurrence of an event of default by Lessee that continues beyond the applicable notice and cure period (if any) provided for under paragraph (A) above, the City shall be entitled to (i) terminate this Lease by giving Lessee written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including without limitation pursuing an action for specific performance; all such rights and remedies being cumulative. Lessee shall be liable for all costs and damages, including without limitation legal fees, suffered or incurred by the City as a result of a default of Lessee under this Lease or the City's enforcement or termination of this Lease. Lessee shall pay all such costs and damages within thirty (30) days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(C) **Default by the City.** If the City defaults under this Lease, and such failure continues for longer than sixty (60) days after the City receives written notice thereof from Lessee, Lessee shall have the right to terminate this Lease by giving written notice thereof to City, and shall have the right to pursue all other rights and remedies available at law or in equity. The failure of Lessee to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy.

10. Assignment and Subletting. Lessee acknowledges that the City is entering into this transaction because of the City's confidence that Lessee has the financial means and business experience that are necessary to successfully operate Lessee's business in accordance with the provisions of this Lease. Lessee acknowledges that the City shall not be expected to consent to a proposed assignment or sublease by Lessee of its interests under this Lease to any person or entity in whom the City does not have similar confidence. Any attempt by Lessee to assign, sublease, or otherwise transfer its interests under this Lease to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of Lessee under this Lease. No assignment or sublease by Lessee of its rights or obligations under this Lease to an affiliate or any other third party shall relieve Lessee from any liability to the City under this Lease.

11. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, Suite 450
Cincinnati, OH 45202

To Lessee:

Signature Engines, Inc.
Lunken Airport, Hangar 6
4760 Airport Road
Cincinnati, OH 45226
Attn: Bill Schmidt

with a copy to:

Lunken Airport
Attn: Airport Manager
465 Wilmer Avenue,
Cincinnati, OH 45226

If Lessee sends a notice to the City alleging that the City is in default under this Lease, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

12. Surrender; Holdover.

(A) Surrender at end of Lease Term. At the end of the Term, Lessee shall peaceably surrender the Leased Premises to the City free and clear of all leasehold mortgages and other liens (except those, if any, created by the City). As provided in paragraph 6(l) above, Lessee shall not be permitted to remove any improvements and acknowledges that the City would not enter into this Lease on the terms and conditions set forth herein but for Lessee's obligation to surrender all improvements constructed by Lessee during the Term of this Lease to the City, free and clear of all liens, at the end of the Term.

(B) Lessee's Right to Remove Items of Personal Property. No later than the last day of the Term, Lessee shall remove all of Lessee's personal property at the Leased Premises (excluding trade fixtures, which shall not be removed) and shall repair any and all damage to the Leased Premises caused by the installation or removal thereof and otherwise restore the Leased Premises to a safe, clean and satisfactory condition.

(C) Holdover. If Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term and except that base rent payable during the holdover period shall be equal to two hundred percent of the base rent in effect at the end of the Term), terminable by either party at any time by giving written notice thereof to the other party. Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Lessee's failure to surrender possession at the end of the Term, including without limitation costs and damages suffered or incurred by the City during the holdover period.

(D) Documents to be Delivered to City. At the end of the Term, Lessee shall deliver to the City originals or copies of all books and records, operating manuals, contracts with third parties (but only if the City has expressly agreed to accept an assignment of such contracts), warranty information, and all other written materials and documents that are in Lessee's possession or under Lessee's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation and maintenance of the Leased Premises for the Permitted Use.

13. Compliance with Laws.

(A) Compliance with Laws. Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations, including without limitation all applicable building and zoning codes of the City of Cincinnati pertaining to the Airport, all applicable requirements set forth in Chapter 402 (*Airport*) of the CMC, and all requirements under Title 49 of the Code of Federal Regulations, as the same may be enacted or modified from time to time.

(B) Non-Discrimination.

- i. Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- ii. With reference to 49 CFR Subtitle A, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", the purpose of which "is to effectuate the provisions of Title VI of the Civil Rights Act of 1964 . . . to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation", Lessee shall include the foregoing provision in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing services to the public and shall include therein a provision granting the City the right to take such action as the United States may direct to enforce such covenant. Lessee shall defend, indemnify, and hold harmless the City from any and all claims and demands of third persons, including the United States of America, resulting from Lessee's noncompliance with any of the provisions of this section and shall reimburse the City for any and all losses or expenses incurred by reason of such noncompliance.

14. General Provisions.

(A) Entire Agreement. This Lease (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office.

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Lease.

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) FAA Subordination Clause. This Lease shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government, including any and all grant assurances relating to the maintenance, development, or operation of the Airport, the execution of which agreements has been or will be required as a condition precedent to the granting of federal funds for the maintenance, development, or operation of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds.

15. **CR# 35-2022 Conditions**. None.

16. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Site Map*
Exhibit B - *Legal Description of Leased Premises*

[*Signature Pages Follow*]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

Signature Engines, Inc., an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of **Signature Engines, Inc.**, an Ohio corporation, on behalf of the corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

[*City Signature Page Follows*]

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Fred Anderton, Lunken Airport Manager

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

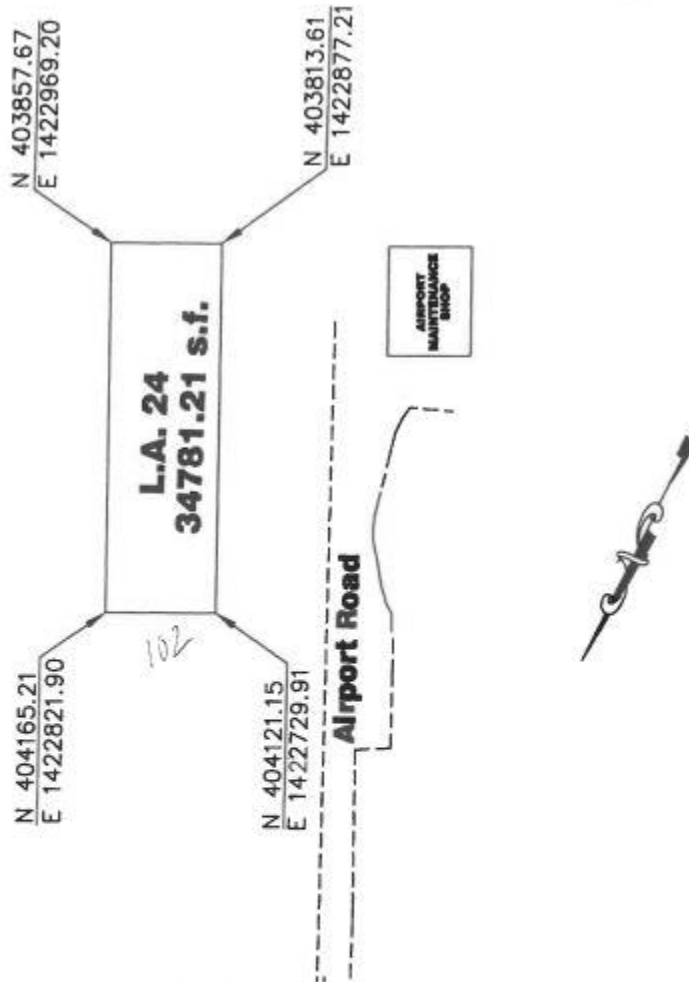
Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A

SITE MAP



L.A. 24

North: 404165.21	East: 1422821.90	
Course: S 25-35-36 E		Distance: 341.00
North: 403857.67	East: 1422969.20	
Course: S 64-24-24 W		Distance: 102.01
North: 403813.61	East: 1422877.21	
Course: N 25-35-29 W		Distance: 341.00
North: 404121.15	East: 1422729.91	
Course: N 64-24-28 E		Distance: 101.99
North: 404165.21	East: 1422821.90	

Area: 34781.21

Coordinates Based On NAD-83

EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES

Lunken Airport
Lease Area 24

Situated in Section 24, Town 5, F.R. 1, Spencer Township, Hamilton County, Ohio, and being part of Columbia Old Town, as recorded in Deed Book 56, Page 654, Hamilton County, Ohio Records and being more particularly described as follows:

Ohio State Coordinates (South Zone)

North: 404165.21	East: 1422821.90
North: 403857.67	East: 1422969.20
North: 403813.61	East: 1422877.21
North: 404121.15	East: 1422729.91
North: 404165.21	East: 1422821.90

Containing 34,781.21 ± S.F.

Coordinates Based On NAD-83

Date: February 23, 2023

202300671

To: Mayor and Members of City Council
From: Sheryl M. M. Long, City Manager
Subject: ORDINANCE – VACATION OF UNNAMED ALLEY BETWEEN COLUMBIA PARKWAY
AND WALWORTH AVENUE

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to vacate and convey to Experimental Holdings, Inc. certain portions of an unnamed alley designated as public right-of-way generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum and East End neighborhoods of Cincinnati.

The City of Cincinnati owns certain portions of an unnamed alley designated as public right-of-way, generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum and East End neighborhoods (“Property”), including an approximately 0.025-acre portion of the unnamed alley, which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

Experimental Holdings, Inc. (“Petitioner”) desires to purchase the Property from the City for consolidation with Petitioner’s adjoining real property. On April 22, 2022, City Council approved Ordinance No. 97-2022, which authorized the City Manager to sell the Property located between Walworth Avenue and Columbia Parkway to Experimental Holdings, Inc., which is more particularly depicted in Attachment A – Property Exchange Agreement.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to vacate the Property, and that such vacation will not be detrimental to the general interest.

The City’s Real Estate Services Division has determined that the approximate fair market value of the Property is \$23,500, which the Petitioner has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on November 18, 2022.

The Administration recommends passage of the attached ordinance.

Attachment A – Property Exchange Agreement
Attachment B – Vacation Plat
Attachment C – Legal Description

cc: John S. Brazina, Director, Transportation and Engineering

AUTHORIZING the City Manager to vacate and convey to Experimental Holdings, Inc. certain portions of an unnamed alley designated as public right-of-way generally located between Walworth Avenue and Columbia Parkway in the Columbia Tusculum and East End neighborhoods of Cincinnati.

WHEREAS, on April 22, 2022, Council approved Ordinance No. 97-2022, which ordinance authorized the City Manager to sell certain real property lying between Walworth Avenue and Columbia in the Columbia Tusculum and East End neighborhoods to Experimental Holdings, Inc., an Ohio corporation (“Petitioner”), which property is more particularly depicted and described in the *Property Exchange Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (“Sale Property”); and

WHEREAS, pursuant to a plat of subdivision concerning the Benjamin F. Strader Subdivision of Pendleton recorded on May 24, 1866, in Plat Book 2, Page 284, Hamilton County, Ohio Recorder’s Office, Benjamin F. Strader dedicated portions of the Sale Property and adjacent properties to public use for an unnamed alley (“Alley”); and

WHEREAS, on or before the platting of Columbia Avenue through the Benjamin F. Strader Subdivision of Pendleton pursuant to a plat recorded on May 2, 1871, in Plat Book 3, Page 257, the City likely vacated the Alley; however, no record of such vacation can be located; and

WHEREAS, in accordance with the sale of the Sale Property authorized by Ordinance No. 97-2022, Petitioner has petitioned the City to vacate certain portions of the Alley, as more particularly depicted on the *Vacation Plat* attached to this ordinance as Attachment B and incorporated herein by reference (such portion being an undeveloped paper alley, referred to herein as the “Vacation Property”); and

WHEREAS, Eli Krafft-Jacobs, Esq., a reputable attorney practicing in Hamilton County, Ohio, has certified that the City and Petitioner own all real property abutting the Vacation Property; and

WHEREAS, pursuant to Ohio Revised Code Sec. 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that: (i) the Vacation Property is not needed for transportation purposes or any other municipal purpose; (ii) there is good cause to vacate the Vacation Property; and (iii) the vacation of the Vacation Property will not be detrimental to the general interest; and

WHEREAS, the City's Real Estate Services Division has determined that the approximate fair market value of the Sale Property in Ordinance No. 97-2022, which fair market value a professional appraisal determined to be \$23,500, includes the approximate contributory fair market value of the Vacation Property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City and eliminating competitive bidding in connection with the City's vacation of the Vacation Property is appropriate because the City and Petitioner own all real property abutting the Vacation Property, and, as a practical matter, no one other than an abutting property owner would have any use for it; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation of the Vacation Property at its regularly scheduled meeting on November 18, 2022; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to do all things necessary to vacate and sell to Experimental Holdings, Inc., an Ohio corporation ("Petitioner"), an approximately 0.025-acre portion of an unnamed alley designated as public right-of-way by plat pursuant to the Benjamin F. Strader Subdivision of Pendleton recorded on May 24, 1866, in Plat Book 2, Page 284, Hamilton County, Ohio Recorder's Office, as more particularly described on the *Vacation Plat* attached to this ordinance as Attachment B and incorporated herein by reference ("Vacation Property"), which Vacation Property is more particularly described below and on the legal descriptions attached to this ordinance as Attachment C and incorporated herein by reference:

Tract I:

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio, and being the vacation of the entire 10.00-foot alley adjacent to and to the north of Lot 3 of B. F. Strader's Addition to the Town of Pendleton as recorded in Plat

Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 3, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 3, North 35°16'33" East, 97.01 feet to the South line of an existing 10-foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 30.03 feet to a point on the westerly line of said Lot 3;

thence leaving said southerly line, along said westerly line extended, North 35°16'33" East, 10.01 feet to a point on the northerly line of the aforementioned 10.00-foot alley;

thence leaving said westerly line, along said northerly line, South 52°15'55" East, 30.03 feet to a point on the extended easterly line of aforementioned Lot 3;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 300.32 square feet or 0.007 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022, and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone
All of the above-described recording references are to the Hamilton County, Ohio records.

Tract II:

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio, and being the vacation of the entire 10.00-foot alley adjacent to and to the north of Lot 2 of B. F. Strader's Addition to the Town of Pendleton as recorded in Plat Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 2, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 2, North 35°16'33" East, 97.76 feet to the South line of an existing 10-foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 30.03 feet to a point on the westerly line of said Lot 2;

thence leaving said southerly line, along said westerly line extended, North 35°16'33" East, 10.01 feet to a point on the northerly line of the aforementioned 10.00-foot alley; thence leaving said westerly line, along said northerly line, South 52°15'55" East, 30.03 feet to a point on the extended easterly line of aforementioned Lot 2;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 300.32 square feet or 0.007 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022, and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone
All of the above-described recording references are to the Hamilton County, Ohio records.

Tract III:

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio, and being the vacation of the entire 10.00-foot alley adjacent to and to the north of Lot 1 of B. F. Strader's Addition to the Town of Pendleton as recorded in Plat Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 1, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 1, North 35°16'33" East, 92.82 feet to the South line of an existing 10-foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 49.79 feet to a point on the westerly line of said Lot 1;

thence leaving said southerly line, along said westerly line extended, North 32°35'53" East, 10.04 feet to a point on the northerly line of the aforementioned 10.00-foot alley; thence leaving said westerly line, along said northerly line, South 52°15'55" East, 50.26 feet to a point on the extended easterly line of aforementioned Lot 1;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 500.24 square feet or 0.011 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022, and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone
All of the above-described recording references are to the Hamilton County, Ohio records.

Section 2. That the Vacation Property is not needed for transportation or other municipal purposes, that there is good cause to vacate and sell the Vacation Property, and that such vacation and sale will not be detrimental to the general interest.

Section 3. That the City's Real Estate Services Division has determined that the approximate fair market value of the Sale Property in Ordinance No. 97-2022, which fair market value a professional appraisal determined to be \$23,500, includes the approximate contributory fair market value of the Vacation Property.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Vacation Property is in the best interest of the City because the City and Petitioner own all real property that abuts the Vacation Property; and, as a practical matter, no one other than an abutting property owner would have any use for the Vacation Property.

Section 5. That the proceeds from the sale of the Vacation Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amounts thereof into Parks Improvement Fund 752.

Section 6. That, pursuant to Ohio Revised Code Sec. 723.041, any affected public utility shall be deemed to have a permanent easement in the Vacation Property to maintain, operate, renew, reconstruct, and remove its utility facilities and for purposes of access to said facilities.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, or other documents necessary to facilitate the vacation and sale of the Vacation Property to Petitioner.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No: _____

Project: property exchange;
land between Columbia Parkway and Walworth Ave

PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Developer**").

Recitals:

A. The City owns one parcel of undeveloped land (Hamilton County Auditor's Parcel No. 30-1-58) lying between Columbia Parkway to the north and Walworth Avenue to the south as shown on Exhibit A (*Site Map*) hereto (the "**City Parcel**"), which is under the management and control of the Board of Park Commissioners of the City of Cincinnati (the "**Park Board**").

B. Developer owns two adjoining parcels of undeveloped land, one on each side of the City Parcel (Hamilton County Auditor Parcel Nos. 30-1-222 and 30-1-60), also shown on Exhibit A (the "**Developer Parcels**").

C. Developer desires to purchase the southern portion of the City Parcel to create a buildable site, for the construction of up to 3 single-family homes, and in exchange is agreeable to selling to the City the northern portions of the Developer Parcels for use by the City as additional greenspace along Columbia Parkway. The property to be sold by the City to Developer (the "**City Sale Property**"), and the property to be sold by Developer to the City (the "**Developer Sale Property**"), are depicted on Exhibit B (*City Sale Property & Developer Sale Property*) hereto.

D. The City Sale Property is not needed for park purposes or any other municipal purpose.

E. The City's Real Estate Services Division has determined, by appraisal, that: (i) the fair market value of the City Sale Property is approximately \$25,000, and (ii) the fair market value of the Developer Sale Property is approximately \$1,500, a difference of \$23,500, which Developer has agreed to pay.

F. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

G. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the City Sale Property because selling the City Sale Property to Developer, and purchasing the Developer Sale Property from Developer, will accomplish two important objectives, namely: (i) it will enable Developer to assemble a buildable site to accommodate the construction of single family homes, thereby putting the currently undeveloped land to its highest and best use; and (ii) it will enable the City to acquire and maintain additional greenspace along Columbia Parkway.

H. The Cincinnati Park Board approved the sale of the City Sale Property to Developer at its meeting on April 18, 2019.

I. Cincinnati Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the City Sale Property to Developer at its meeting on September 6, 2019.

I. The City's sale of the City Sale Property to Developer was authorized by Ordinance no. 97-2022 passed by Cincinnati City Council on April 27, 2022.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CLOSING.

(A) Purchase Price. The purchase price for the City Sale Property is \$25,000, and the purchase price for the Developer Sale Property is \$1,500. At Closing (defined below), Developer shall pay the City an amount equal to the purchase price of the City Sale Property (\$25,000) minus the purchase price of the Developer Sale Property (\$1,500), which equals \$23,500.

(B) Closing Date. The closing on the transaction ("**Closing**") will take place 60 days after the Effective Date, or on such other date as the parties may agree upon. The Closing shall take place at City Hall. At Closing, the City shall accept the Developer Sale Property in "as is" condition, and Developer shall accept the City Sale Property in "as is" condition. If for any reason the Closing has not occurred within sixty (60) days from the date Cincinnati City Council authorizes the transaction, then, unless such date is mutually extended in writing by the parties, this Agreement shall automatically terminate and thereafter neither party shall have any further rights or obligations hereunder.

(C) Cut-Ups; New Legal Descriptions. Prior to Closing, Developer, at its sole cost, shall perform all necessary survey work and prepare all necessary plats and legal descriptions (including residual descriptions) in order to create the City Sale Property and the Developer Sale Property as legal parcels on the tax maps of the Hamilton County Auditor.

(D) Deeds. At Closing, the City shall convey title to the City Sale Property to Developer by Quitclaim Deed in substantially the form of Exhibit C (Quitclaim Deed – City Sale Property) hereto (the "**City's Deed**"), and Developer shall convey title to the Developer Sale Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed – Developer Sale Property) hereto ("**Developer's Deed**").

(E) Proration of Property Taxes; Closing Documents; Closing Costs. At Closing, (i) there shall be no proration of real estate taxes and assessments with respect to the City Sale Property, and from and after the Closing Developer shall pay all real estate taxes and assessments on the City Sale Property thereafter coming due, and (ii) real estate taxes and assessments with respect to the Developer Sale Property will be prorated as of the date of Closing in accordance with local custom (with such proration to be based upon the acreage of the Developer Sale Property as a percentage of the total acreage of the larger parcel from which the Developer Sale Property is being created). If, upon receipt of the actual tax bills for the Developer Sale Property, it is determined that Developer's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Developer's actual prorated share, Developer shall pay the additional amount to the City within 30 days after receipt of the tax bill. At Closing, the parties shall execute a customary settlement statement; Developer shall deliver a customary title affidavit to the City, and the City shall deliver a customary title affidavit to Developer, using the City's standard forms; and the parties shall execute any and all other closing documents as may be necessary or appropriate and as approved by both parties. Developer shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Developer shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into this Agreement on the terms and conditions set forth herein, the City shall not be required to pay any closing costs associated with the Closing.*

(F) Owner's Title Insurance. At Closing, in lieu of a title policy, Developer shall deliver a General Warranty Deed for the Developer Sale Property.

(H) Phase One Environmental Assessment. No less than fourteen (14) days prior to Closing, Developer, at no cost to the City, shall provide the City with a phase one assessment prepared by Westech Environmental Solutions, evidencing that the Developer Sale Property is free of environmental contamination and that the environmental condition of the Developer Sale Property is otherwise acceptable to the City's Office of Environment and Sustainability.

(I) CR Conditions. As a condition of Closing, the following conditions, as identified in the City's Coordinated Report (**CR #111-2018**) ("**CR Conditions**") shall be satisfied:

(i) *DOTE:* The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Department of Transportation and Engineering ("DOTE") to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.

(ii) *SMU:* The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Stormwater Management Utility ("SMU") to ensure that overland flow issues are appropriately addressed.

(iii) *Buildings and Inspections :*The City's Deed shall include a requirement that any future development on the City Sale Property shall conform to all Hillside Overlay Development regulations, and abide by height limitations of the maximum building envelope of 35 ft for the structures, as well as any Park Board requirements that prohibit the encroachment of buildings on the views from Columbia Parkway.

(J) Contingencies; Right to Terminate. If, for any reason, the Closing conditions are not satisfied or cannot be satisfied, as determined by either party in its sole discretion, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. NOTICES. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Developer is a corporation duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.

(iii) The execution, delivery and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or any of its members, at law or in equity or before or by any governmental authority.

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Developer or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the proposed development project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

4. GENERAL PROVISIONS.

(A) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(C) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

(J) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.

(K) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity.

5. EXHIBITS. The following exhibits are attached hereto and made a part hereof:

Exhibit A - *Site Map*

Exhibit B - *City Sale Property & Developer Sale Property*

Exhibit C - *Quitclaim Deed – City Sale Property*

Exhibit D - *General Warranty Deed - Developer Sale Property*

[*signature pages follow*]

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the **"Effective Date"**).

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

Recommended by:

Steve Pacella, Interim Director,
Cincinnati Park Board

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*Developer Signature Page Follows*]

EXPERIMENTAL HOLDINGS, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

Exhibit A
to Property Exchange Agreement
Site Map

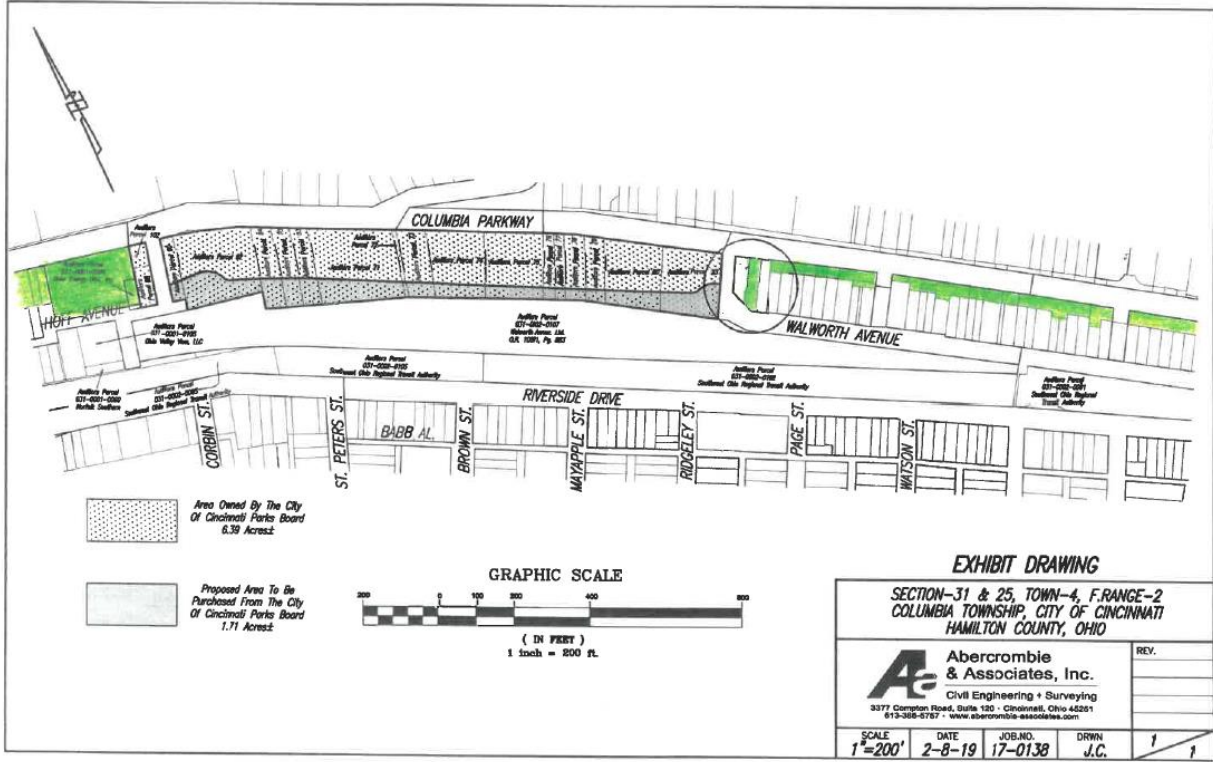


Exhibit B to Property Exchange Agreement

City Sale Property & Developer Sale Property

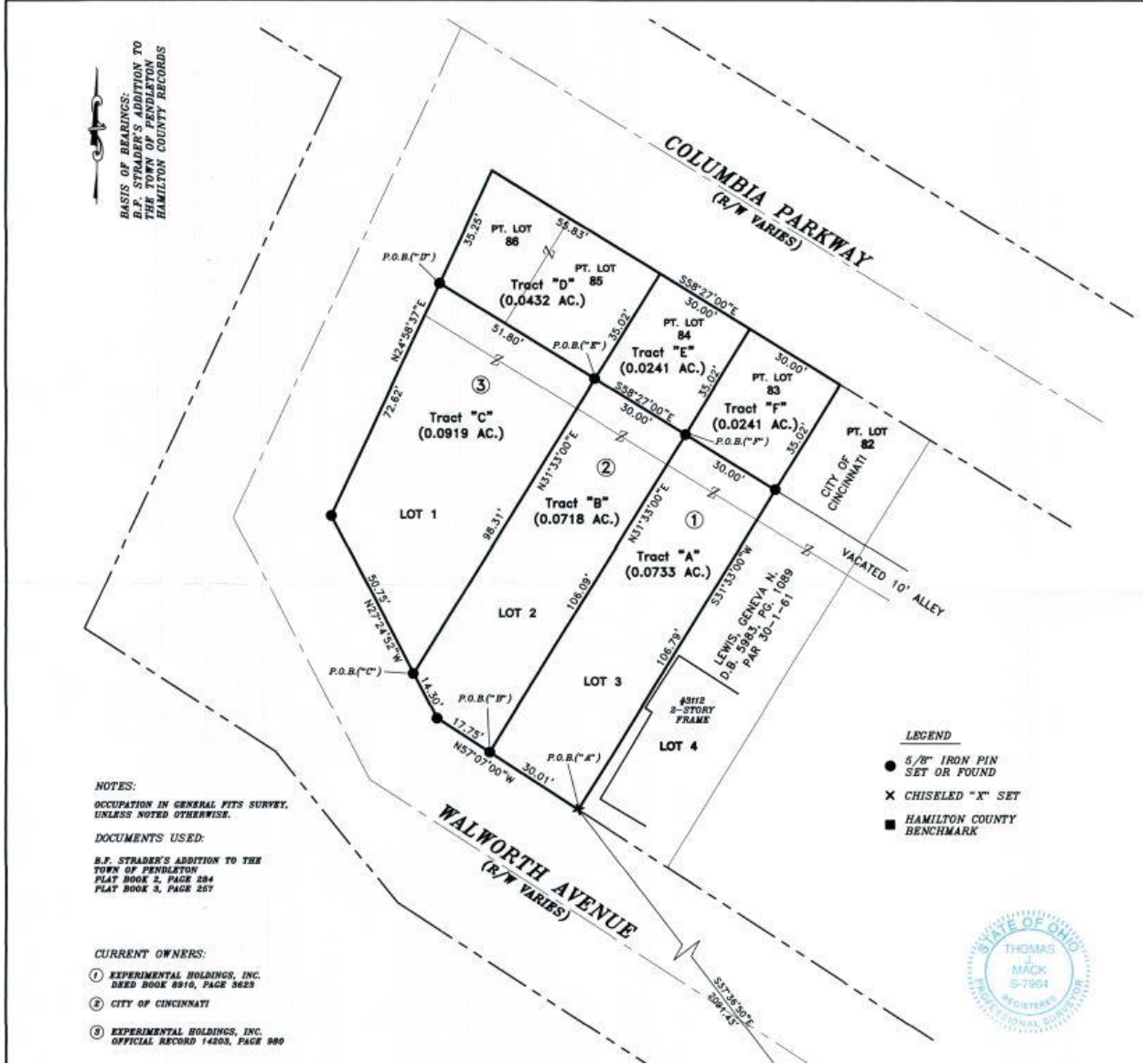


Exhibit C
to Property Exchange Agreement
Quitclaim Deed – City Sale Property

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the tax-mailing address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Grantee**"), all of the City's right, title and interest in and to the real property shown on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**"):

Street Address: undeveloped land on Walworth Avenue, Cincinnati, OH
Auditor's Parcel No: cut-up of Auditor parcel # 30-1-58
Prior instrument reference: Official Record _____, Page _____, Hamilton County, Ohio Records.

THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY CREATES, THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS.

- (1) Any future development shall require review by the City's Department of Transportation and Engineering to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.
- (2) Any future development shall require review by the City's Stormwater Management Utility to ensure that overland flow issues are appropriately addressed.
- (3) Any future development shall conform to all Cincinnati Zoning Code regulations concerning Hillside Overlay Districts, as well as any Cincinnati Park Board requirements that prohibit the encroachment of buildings on views from Columbia Parkway.

The foregoing covenants shall "run with the land" and be binding upon Grantor and its successors-in-interest and shall inure to the benefit of the City of Cincinnati.

This conveyance was authorized by Ordinance No. ____-2022, passed by Cincinnati City Council on _____, 2022.

Executed on _____, 2022.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

EXHIBIT A
to Quitclaim Deed

Survey Plat

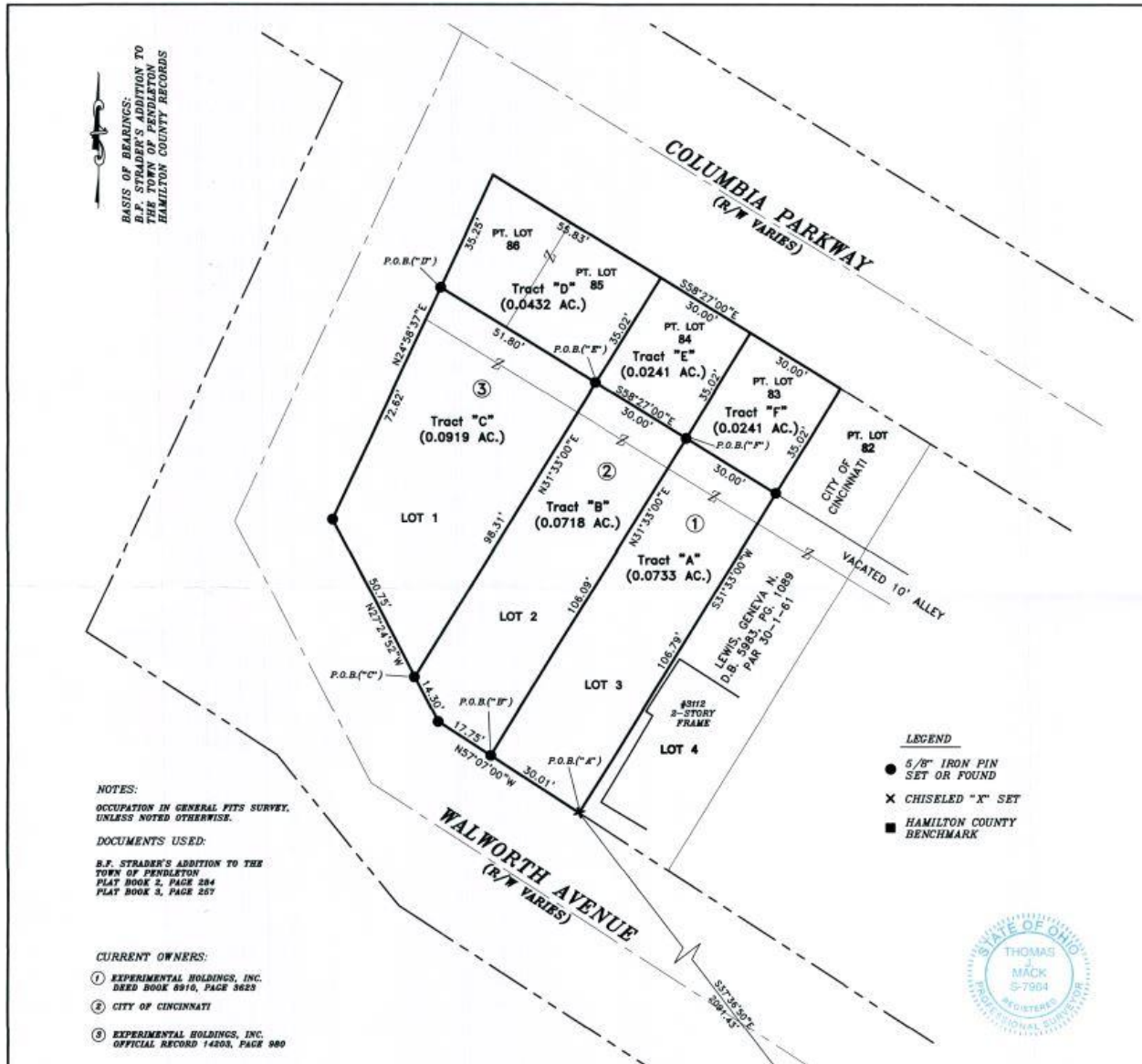


EXHIBIT B
to Quitclaim Deed

LEGAL DESCRIPTION

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, Town 4, Fractional Range 2, Miami Purchase, and being all of Lot 2 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 30.01 feet to a 5/8" dia. iron pin set, said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 17.75 feet to a 5/8" dia. iron pin set;

thence, North 21° 24' 52" West, continuing along said northerly line of Walworth Avenue, 14.30 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 1 of said B.F. Strader's Addition;

thence, North 31° 33' 00" East, along the easterly line of said Lot 1, 98.31 feet to a 5/8" dia. iron pin set at the southwest corner of Lot 84 of said B.F. Strader's Addition;

thence, South 58° 27' 00" East, along the southerly line of said Lot 84, 30.00 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition;

thence, South 31° 33' 00" West, along the westerly line of Lot 3 of B.F. Strader's Addition, 106.09 feet to the True Point of Beginning, containing 0.0718 acres (3,128.86 sq. ft.) of land, more or less. Subject, however, to all legal rights-of-way of previous record.

Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Being a part of the land conveyed to the City of Cincinnati in Deed Book 1807, Page 358, Hamilton County Recorder's Office.

Exhibit D
to Property Exchange Agreement

General Warranty Deed – Developer Sale Property

SEE ATTACHED

GENERAL WARRANTY DEED

EXPERIMENTAL HOLDINGS, INC., an Ohio corporation ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), the real property shown on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**"):

Street Address: undeveloped land along Columbia Parkway, Cincinnati, OH

Auditor's Parcel No: cut-up of Auditor parcels # 30-1-222 and 30-1-60

Prior instrument reference: Official Record 14208, Page 980; Official Record 8910, Page 3623, Hamilton County, Ohio Records.

Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B)(1) Ohio Revised Code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

Executed on _____, 2022.

EXPERIMENTAL HOLDINGS, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ (name), the _____(title) of EXPERIMENTAL HOLDINGS, INC., an Ohio corporation, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Acceptance of this instrument was authorized by Ordinance No. 97-2022, passed by Cincinnati City Council on April 27, 2022.

Accepted By:

CITY OF CINCINNATI

By: _____
Printed name: _____
Title: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

EXHIBIT A
to General Warranty Deed
Survey Plat

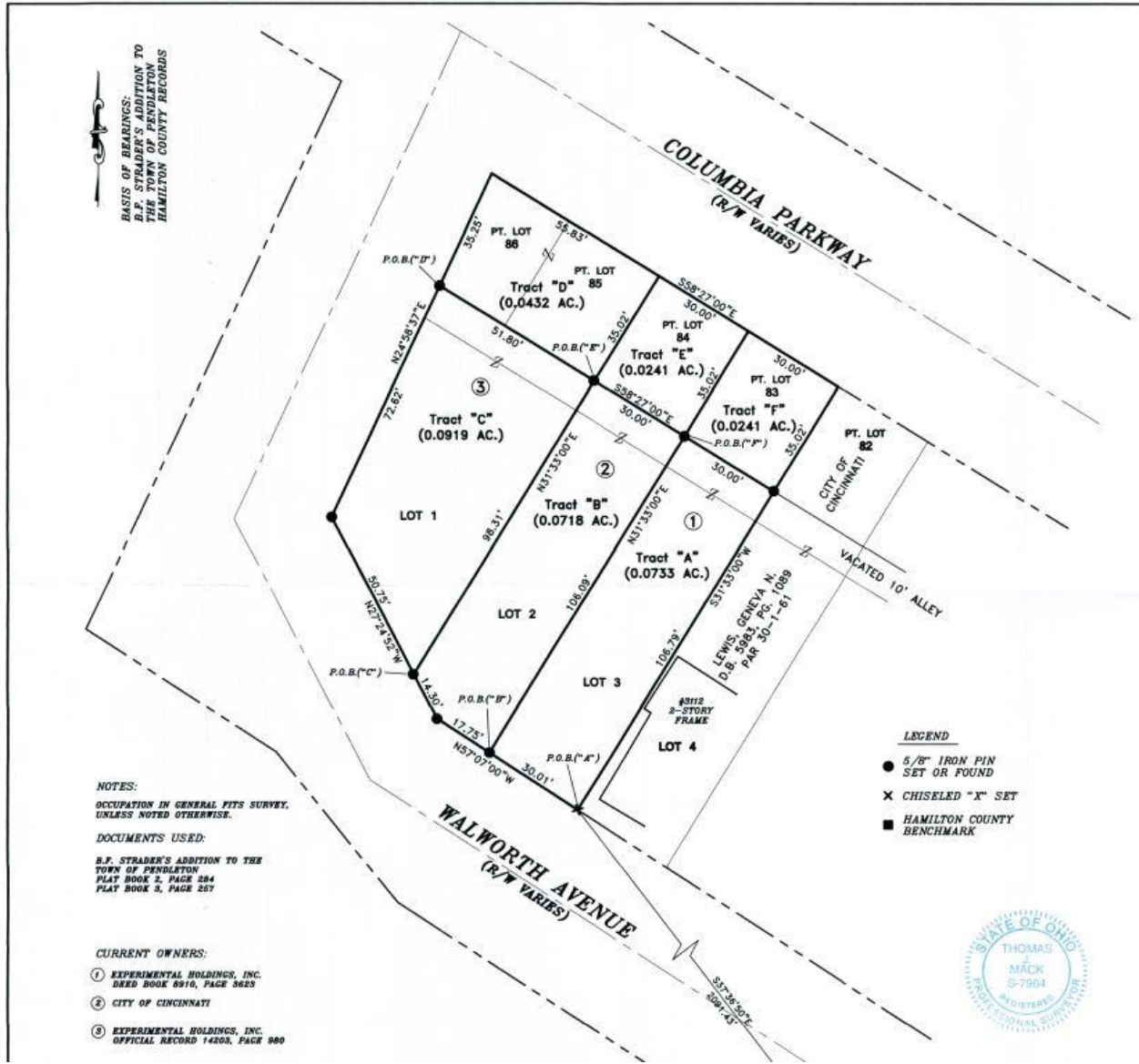


EXHIBIT B
to General Warranty Deed

LEGAL DESCRIPTION

Tract I:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lots 85 and 86 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 47.76 feet to a 5/8" dia. iron pin set, thence, North 27° 24' 52" West, continuing along said northerly line of Walworth Avenue, 65.05 feet to a 5/8" dia. iron pin set, thence, North 24° 58' 37" West, continuing along the easterly line of Walworth Avenue, 72.62 feet to a 5/8" dia. iron pin set at the southwest corner of Lot 86 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 24° 58' 37" East, along said easterly line of Walworth Avenue, 35.25 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 55.83 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 84 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest corner of said Lot 84;

thence, North 58° 27' 00" West, along the southerly line of Lots 85 and 86 of said B.F. Strader's Addition, 51.80 feet to the True Point of Beginning, containing 0.0432 acres (1,884.61 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 9670, Page 1112 of the Hamilton County, Ohio Recorder's Office.

Tract II:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lot 83 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 30.01 feet to a 5/8" dia. iron pin set, thence, North 31° 33' 00" East, along the westerly line of Lot 3 of said B.F. Strader's Addition, 106.09 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 31° 33' 00" East, along the easterly line of said Lot 84, 35.02 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 30.00 feet;

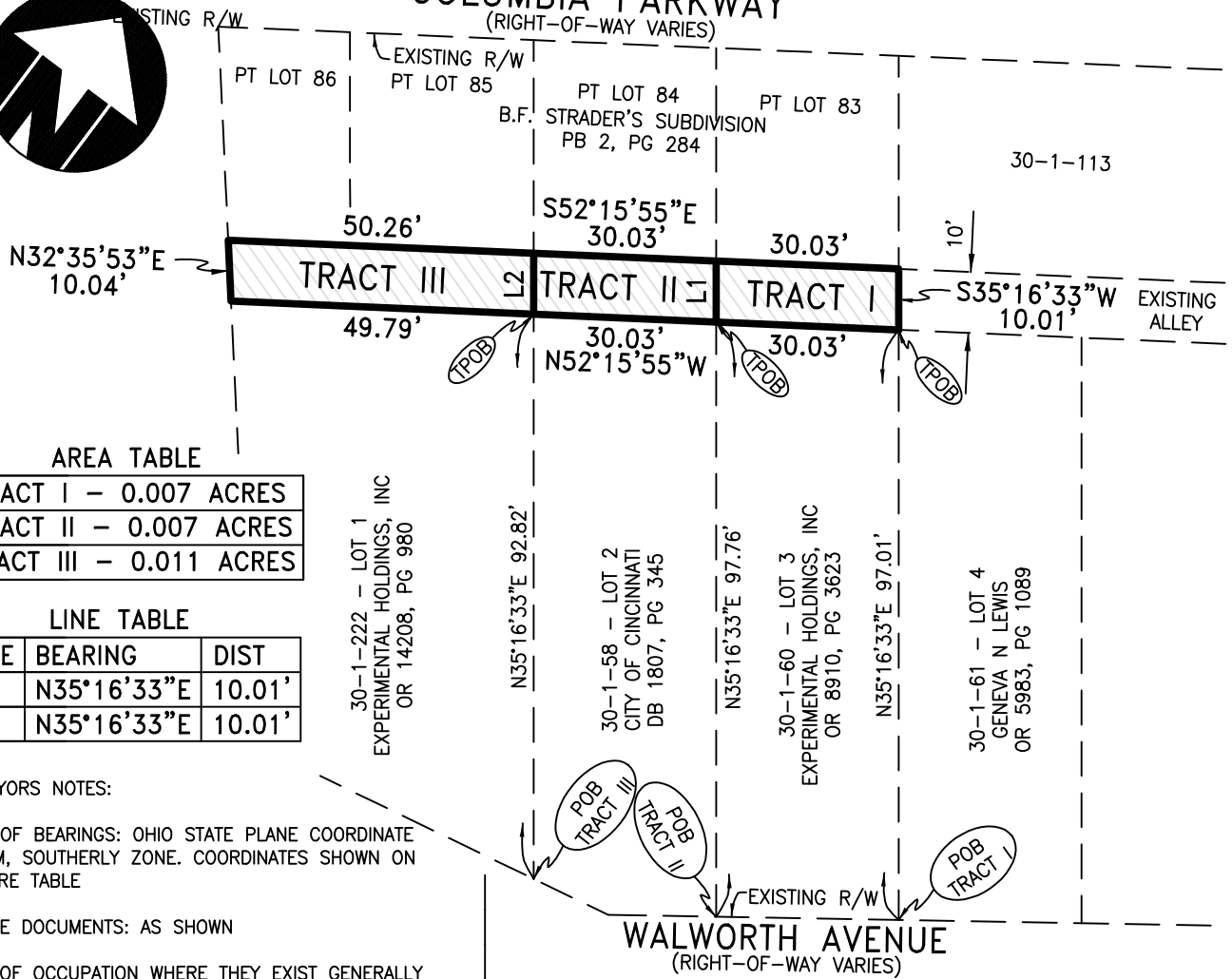
thence, South 31° 33' 00" West, along the westerly line of Lot 82 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest corner of said Lot 82;

thence, North 58° 27' 00" West, along the southerly line of Lot 83 of said B.F. Strader's Addition, 30.00 feet to the True Point of Beginning, containing 0.0241 acres (1,050.60 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 8910, Page 3623 of the Hamilton County, Ohio Recorder's Office.



COLUMBIA PARKWAY
(RIGHT-OF-WAY VARIES)



AREA TABLE

TRACT I - 0.007 ACRES
TRACT II - 0.007 ACRES
TRACT III - 0.011 ACRES

LINE TABLE

LINE	BEARING	DIST
L1	N35°16'33"E	10.01'
L2	N35°16'33"E	10.01'

SURVEYORS NOTES:

BASIS OF BEARINGS: OHIO STATE PLANE COORDINATE SYSTEM, SOUTHERLY ZONE. COORDINATES SHOWN ON CLOSURE TABLE

SOURCE DOCUMENTS: AS SHOWN

LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH SURVEY

R/W VACATED BY THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AS A PUBLIC ALLEY ON THIS _____ DAY OF _____, 2022 BY RESOLUTION IN VOLUME _____ PAGE _____ OF THE MINUTES OF SAID BOARD,

CLOSURE TABLE

TRACT I				
NORTHING	EASTING	BEARING	DIST	
414012.464	1416634.296	N52°15'55"W	30.03'	
414030.842	1416610.547	N35°16'33"E	10.01'	
414039.014	1416616.328	S52°15'55"E	30.03'	
414020.636	1416640.077	S35°16'33"W	10.01'	
414012.464	1416634.296			

CLOSURE ERROR DISTANCE = 0.00000'
TOTAL DISTANCE = 80.08'
POLYLINE AREA: 300.32 SQ FT, 0.007 ACRES

TRACT II				
NORTHING	EASTING	BEARING	DIST	
414030.842	1416610.547	N52°15'55"W	30.03'	
414049.221	1416586.798	N35°16'33"E	10.01'	
414057.393	1416592.579	S52°15'55"E	30.03'	
414039.014	1416616.328	S35°16'33"W	10.01'	
414030.842	1416610.547			

CLOSURE ERROR DISTANCE = 0.00000'
TOTAL DISTANCE = 80.08'
POLYLINE AREA: 300.32 SQ FT, 0.007 ACRES

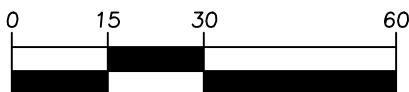
TRACT III				
NORTHING	EASTING	BEARING	DIST	
414049.221	1416586.798	N52°15'55"W	49.79'	
414079.693	1416547.421	N32°35'53"E	10.04'	
414088.151	1416552.830	S52°15'55"E	50.26'	
414057.392	1416592.578	S35°16'33"W	10.01'	
414049.220	1416586.798			

TOTAL DISTANCE = 120.10'
CLOSURE ERROR DISTANCE = 0.00124
ERROR BEARING = N 11°00'21" E
CLOSURE PRECISION = 1' IN 97,133.2'
POLYLINE AREA: 500.24 SQ FT, 0.011 ACRES

I hereby state to the best of my knowledge, information and belief that the accompanying exhibit is the correct return of a field survey made under my direction.

Todd K. Turner

Todd K. Turner, P.S.
Registered Surveyor #7684 in Ohio



(IN FEET)
1 inch = 30 ft.
GRAPHIC SCALE

TRI-STATE LOCATION SERVICES
4514 FOREST TRAIL LANE
LIBERTY TOWNSHIP, OH
45011-2483
(P) 513-829-7722

VACATION PLAT

SECTION 31, TOWN 4, FRACTIONAL RANGE 2
MIAMI PURCHASE, CITY OF CINCINNATI
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

DRAWN BY: T.K.T., P.S.

DATE: AUGUST 15, 2022

SCALE: 1" = 30'

JOB NUMBER: 2022-286

TRACT I - ALLEY VACATION

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio and being the vacation of the entire 10.00 foot alley adjacent to and to the north of Lot 3 of B. F. Strader's T. Bland's Subdivision as recorded in Plat Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 3, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 3, North 35°16'33" East, 97.01 feet to the South line of an existing 10 foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 30.03 feet to a point on the westerly line of said Lot 3;

thence leaving said southerly line, along said westerly line extended, North 35°16'33" East, 10.01 feet to a point on the northerly line of the aforementioned 10.00 foot alley;

thence leaving said westerly line, along said northerly line, South 52°15'55" East, 30.03 feet to a point on the extended easterly line of aforementioned Lot 3;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 300.32 square feet or 0.007 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022 and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone

All of the above described recording references are to the Hamilton County, Ohio records.



Todd K. Turner

TRACT II - ALLEY VACATION

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio and being the vacation of the entire 10.00 foot alley adjacent to and to the north of Lot 2 of B. F. Strader's T. Bland's Subdivision as recorded in Plat Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 2, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 2, North 35°16'33" East, 97.76 feet to the South line of an existing 10 foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 30.03 feet to a point on the westerly line of said Lot 2;

thence leaving said southerly line, along said westerly line extended, North 35°16'33" East, 10.01 feet to a point on the northerly line of the aforementioned 10.00 foot alley;

thence leaving said westerly line, along said northerly line, South 52°15'55" East, 30.03 feet to a point on the extended easterly line of aforementioned Lot 2;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 300.32 square feet or 0.007 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022 and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone

All of the above described recording references are to the Hamilton County, Ohio records.



Todd K. Turner

TRACT III - ALLEY VACATION

Situated in Section 31, Town 4, Fractional Range 2, Miami Purchase, City of Cincinnati, Columbia Township, Hamilton County, Ohio and being the vacation of the entire 10.00 foot alley adjacent to and to the north of Lot 1 of B. F. Strader's T. Bland's Subdivision as recorded in Plat Book 2, Page 284 and further described as follows:

Beginning at a point found by measuring from the southeast corner of said Lot 1, said point being on the northerly right-of-way line of Walworth Avenue, along the easterly line of said Lot 1, North 35°16'33" East, 92.82 feet to the South line of an existing 10 foot alley and the true point of beginning;

thence from the point of beginning thus found, leaving said easterly line, along said southerly line, North 52°15'55" West, 49.79 feet to a point on the westerly line of said Lot 1;

thence leaving said southerly line, along said westerly line extended, North 32°35'53" East, 10.04 feet to a point on the northerly line of the aforementioned 10.00 foot alley;

thence leaving said westerly line, along said northerly line, South 52°15'55" East, 50.26 feet to a point on the extended easterly line of aforementioned Lot 1;

thence leaving said northerly line, along said easterly line, South 35°16'33" West, 10.01 feet to the point of beginning containing 500.24 square feet or 0.011 acres of land.

The above description was prepared by Todd K. Turner of Tri-State Location Services, Registered Surveyor #7684 in the State of Ohio, and is based on a Vacation Plat dated August 15, 2022 and recorded in the Hamilton County, Ohio records.

Basis of Bearings: Ohio State Plane Coordinate System, Southerly Zone

All of the above described recording references are to the Hamilton County, Ohio records.



Todd K. Turner

February 23, 2023

To: Mayor and Members of City Council 202300676
From: Sheryl M.M. Long, City Manager
Subject: Ordinance 2022-2023 Storm Sewer Rehabilitation Lining Project

Attached is an Ordinance captioned:

AUTHORIZING the City Manager and the Director of Greater Cincinnati Water Works to enter into a contract for the 2022-2023 Storm Sewer Rehabilitation Lining project, notwithstanding the provisions of Chapter 320, “Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers,” of the Cincinnati Municipal Code.

The City needs to enter a contract for the 2022-20223 Storm Sewer Rehabilitation Lining project (No. 233C929030) which would provide for the rehabilitation of approximately 10,400 feet of deteriorating storm sewer mains and inlet covers located in the City’s Central Business District and other City neighborhoods. Failure to complete this project could result diminished capacity of the storm sewers and potential for localized flooding. Despite issuing invitation to bid on the project three separate times, no bids were received for this project due to the potential bidders inability to meet the apprenticeship requirements of Cincinnati Municipal Code Chapter 320 “Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers”. Additionally, the small capital budget of the Stormwater Management Utility, prevents this project from qualifying for a “Specialized Construction” exemption, despite the highly technical expertise needed and available from only a limited number of specialized contractors. Therefore, the attached ordinance authorizes the City Manager and Director of the Greater Cincinnati Water Works to enter a contract for the 2022-2023 Storm Sewer Rehabilitation Lining project (No. 233C929030) notwithstanding the provisions of Cincinnati Municipal Code Chapter 320.

The Administration recommends passage of this Ordinance.

cc: Verna J. Arnette, GCWW, Interim Executive Director

AUTHORIZING the City Manager and the Director of Greater Cincinnati Water Works to enter into a contract for the 2022-2023 Storm Sewer Rehabilitation Lining project, notwithstanding the provisions of Chapter 320, “Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers,” of the Cincinnati Municipal Code.

WHEREAS, the City needs to enter into a contract for the 2022-2023 Storm Sewer Rehabilitation Lining project (No. 233C929030), in order to rehabilitate approximately 10,400 feet of deteriorating storm sewer mains and inlet connections in the Central Business District and other City neighborhoods; and

WHEREAS, the City’s Office of Procurement has thrice issued invitations to bid on the project without receiving any bids, with potential bidders indicating that they did not submit bids due to their inability to meet the apprenticeship requirements of the Chapter 320, “Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers” of the Cincinnati Municipal Code; and

WHEREAS, due to the relatively small capital budget of the Stormwater Management Utility, this project does not fall under the expenditure limit for the exemption for procurement of a Specialized Construction, even though the construction method needed requires highly technical expertise which is available from a limited pool of specialized contractors; and

WHEREAS, the failure to complete the project to rehabilitate the project could result in diminished or failing ability of the storm sewers to capture and convey stormwater runoff in the Central Business District and other City neighborhoods, which could lead to localized flooding during wet weather events; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager and the Director of Greater Cincinnati Water Works are hereby authorized to enter into contracts for the 2022-2023 Storm Sewer Rehabilitation Lining project (No. 233C929030), notwithstanding the provisions of Chapter 320, “Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers,” of the Cincinnati Municipal Code.

Section 2. That the proper City officials are authorized to carry out the terms of Section 1 herein.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk