

AUTHORIZING the City Manager to execute a Lease Agreement with 60 East LLC pursuant to which the City will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine.

WHEREAS, the City of Cincinnati owns certain real property, designated as public right-of-way, commonly known as Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine (“Property”), which Property is under the management of the Department of Transportation and Engineering (“DOTe”); and

WHEREAS, 60 East LLC, an Ohio limited liability company (“Lessee”), owns or otherwise controls certain real property abutting the Property located at 60 East McMicken Avenue and has requested to lease from the City a portion of the Property, as more particularly described and depicted in the Lease Agreement attached to this ordinance as Attachment A and incorporated herein by reference (“Leased Premises”); and

WHEREAS, the City Manager, in consultation with DOTe, has determined that (i) the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease, and (ii) leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises or the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Leased Premises is approximately \$225 per year, which Lessee has agreed to pay; 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 leasing the Leased Premises to Lessee is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to the lease from all property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than an adjoining property owner would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Leased Premises at its meeting on July 21, 2023; 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 a Lease Agreement with 60 East LLC, an Ohio limited liability company (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of up to 5 years a portion of Sharp Alley located southwest of Hust Alley and northeast of East McMicken Avenue in Over-the-Rhine, as more particularly described and depicted in the Lease Agreement (“Leased Premises”).

Section 2. That the Leased Premises, above grade, is not needed for vehicular or pedestrian access or any other municipal purpose for the duration of the lease.

Section 3. That leasing the Leased Premises to Lessee is not adverse to the City’s retained interest in the Leased Premises.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Leased Premises is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to maintain the Leased Premises at no cost to the City, (ii) Lessee has provided the City with the written consent to this Lease from the property owners abutting the Leased Premises, and (iii) as a practical matter, no one other than Lessee, an abutting property owner, would have any interest in leasing the Leased Premises and assuming responsibility for the maintenance and repair thereof.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$225 per year, which Lessee has agreed to pay.

Section 6. 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 Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such

as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 7. 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