

AUTHORIZING the City Manager to execute a Lease with McGinnis, Inc. (dba Ashland Dry Docking Company), an Ohio for profit corporation, pursuant to which the City will lease for a term of five years, with two optional renewals of five years each, a portion of City-owned property located at 6125 River Road in the Riverside neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located at 6125 River Road, Cincinnati, Ohio (“Property”), which Property is under the management of the Metropolitan Sewer District of Greater Cincinnati (“MSD”); and

WHEREAS, McGinnis, Inc. (dba Ashland Dry Docking Company) (“Lessee”) has constructed a barge mooring facility on the banks of the Ohio River adjacent to the Property and pursuant to a lease that expired on April 30, 2012, which lease has continued on a month-to-month basis since that time, has leased a portion of the Property from the City for the purpose of accessing and maintaining the barge mooring facility, said portion of the Property being approximately 2,800 linear feet of shoreline along the Ohio River as depicted in Attachment A (“Leased Premises”); and

WHEREAS, the City Manager, in consultation with MSD, has determined that (i) the Leased Premises is not needed for any 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 \$55,240 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 because potential uses of the Leased Premises are limited, and (ii) as a practical matter, Lessee is an established tenant and has already constructed its barge mooring facility adjacent to the Leased Premises and such facility would not be available to any other potential users; 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 October 19, 2007, and Lessee has been in continuous possession of the Leased Premises pursuant to the terms of the prior lease since that time, therefore, the new lease does not constitute a change in use of City property; 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 McGinnis Inc. (dba Ashland Dry Docking Company), an Ohio for profit corporation (“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 five years, with a potential renewal for two terms of five years each, a portion of real property located at 6125 River Road in the Riverside neighborhood of Cincinnati, as more particularly described and depicted in the Lease Agreement (“Leased Premises”).

Section 2. That the Leased Premises is not needed for any 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 because potential uses of the Leased Premises are limited, and (ii) as a practical matter, Lessee is an established tenant and has already constructed its barge mooring facility adjacent to the Leased Premises and such facility would not be available to any other potential users.

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 \$55,240.00 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: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk