

AUTHORIZING the City Manager to execute a Lease Agreement with Spring in Our Steps, Inc., an Ohio Corporation, pursuant to which the City will lease for a term of seven years, the City owned property located at 2125 Vine Street in the CUF neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati (the “City”) owns certain real property located at 2125 Vine Street, Cincinnati, Ohio which real property is more particularly described in Attachment A hereto (the “Property”), and which Property is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, Spring in Our Steps, Inc., an Ohio corporation (“Lessee”), desires to lease the Property in order to establish and cultivate edible fruit trees, and other native plants on the Property, and generally maintain the Property for the recreational and aesthetic value to the neighborhood; and

WHEREAS, the City Manager, in consultation with DOTE, has determined that (i) the Property is not needed for any municipal purpose for the duration of the lease; and (ii) leasing the Property to Lessee is not adverse to the City’s retained interest in 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 Property is approximately \$1,440 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

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on December 19, 2025; 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 Spring in Our Steps, Inc., an Ohio Corporation, (“Lessee”), in substantially the form of Attachment B to this ordinance and incorporated herein by reference (the “Lease Agreement”), pursuant to which the City of Cincinnati will lease for a term of seven years, the real property located at 2125 Vine Street in the CUF neighborhood of Cincinnati, as more particularly described and depicted in the Lease Agreement.

Section 2. That the Property is not needed for any municipal purpose for the duration of the lease.

Section 3. That leasing the Property to Lessee is not adverse to the City's retained interest in the Property.

Section 4. That eliminating competitive bidding in connection with the City's lease of the Property is in the best interest of the City because it is desirable to the City to have maintained, natural spaces within the City of Cincinnati to increase the natural, aesthetic appeal for the City's residents.

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 \$1,440 per year; which Lessee has agreed to pay.

Section 6. That the proceeds from the lease of the Property shall be deposited into Property Management Fund 209 to pay for services provided by the City's Real Estate Services Division in connection with the Lease Agreement, and that the City's Finance Director is hereby authorized to distribute amounts in excess thereof, if any, into the City's Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the proceeds are received.

Section 8. That the City Manager and 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 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2026

Aftab Pureval, Mayor

Attest: _____
Clerk