



NORWOOD, OHIO

Ordinance No. 4 20 21

ORDINANCE AUTHORIZING THE MAYOR AND/OR SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE GREATER CINCINNATI YMCA TO PURCHASE THE BUILDING AT 2039 SHERMAN AVENUE, AND DECLARING AN EMERGENCY

WHEREAS, after generations of services to the people of Norwood and its surrounding neighborhoods, the YMCA of Greater Cincinnati has determined that it can no longer provide ongoing services at its Richard E. Lindner Family Branch at 2039 Sherman Avenue, across from Norwood Middle School; and

WHEREAS, the YMCA of Greater Cincinnati remains committed to strengthening families and communities by enabling the City of Norwood to purchase its 2039 Sherman Avenue property, consisting of its building located on about 1.214 acres of real property, on favorable terms that reflect the YMCA of Greater Cincinnati's continuing commitment to the City of Norwood and its surrounding neighborhoods; and

WHEREAS, the City of Norwood remains committed to providing community and recreational services to multiple stakeholders in the Norwood community including Senior Citizens, youth and community organizations; and

WHEREAS, the executive leadership of the YMCA of Greater Cincinnati and the Administration of the City of Norwood have negotiated an Agreement intended to make the former YMCA building and its related facilities available for the use of the City of Norwood and its citizens for generations to come; now, therefore,

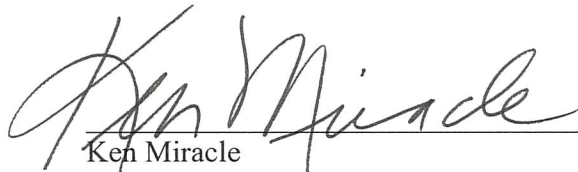
BE IT ORDAINED by the Council of the City of Norwood, State of Ohio;

SECTION 1. The Mayor and/or the Safety/Service Director are hereby authorized to enter into a contract, attached hereto and made a part hereof as Exhibit A, with the Greater Cincinnati YMCA to purchase the real estate and building at 2309 Sherman Avenue, and to execute all other documents required to satisfy the terms of Exhibit A.

SECTION 2. The Norwood Auditor is hereby authorized to draw, and the Norwood Treasurer to pay, warrants for the foregoing purpose out of the **GENERAL FUND**.

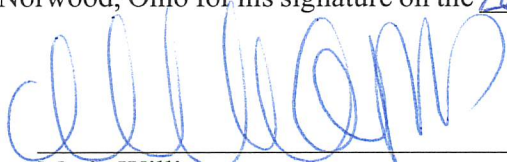
SECTION 3. This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall go into effect forthwith. The reason for said emergency is to provide additional facilities for community and recreational services to the people who live, work, and recreate in the City of Norwood.

PASSED 1-26-21
Date

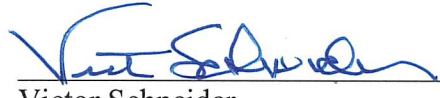

Ken Miracle
President of Council

ATTEST:

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 26th day of January, 2021, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 26th day of January, 2021.


Maria Williams
Clerk of Council

APPROVED 25 JUN 21
Date


Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Maria Williams , the dully appointed Clerk of Council, attests that this ordinance was published in the

_____ on _____ and _____.
(Name of Newspaper) (date) (date)

Maria Williams
Clerk of Council

1st Reading _____
Date

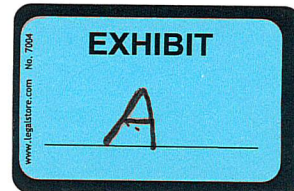
2nd Reading _____
Date

3rd Reading _____
Date

All 3 Readings 1-26-21
Date

Tabled _____
Date

Vetoed _____
Date



**CONTRACT of PURCHASE and SALE
of
REAL ESTATE**

THIS CONTRACT is made at Cincinnati, Hamilton County, Ohio by and between the City of Norwood, Ohio (hereinafter referred to as "Purchaser"), an Ohio municipal corporation whose address is 4645 Montgomery Road, Suite 200, Norwood, Ohio 45212, and The Young Men's Christian Association (hereinafter referred to as "Seller"), an Ohio not-for-profit corporation whose address is 1105 Elm Street, Cincinnati, Ohio 45202, under the following terms and conditions.

RECITALS

WHEREAS, Seller is presently the owner of certain real property, located in Norwood, Hamilton County, Ohio, which consists of an improved parcel commonly known as 2039 Lawrence Avenue, Norwood, Ohio (the "Real Estate"); and

WHEREAS, Purchaser desires to purchase and Seller desires to sell the Real Estate in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, one to another, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged it is hereby agreed as follows:

1. Agreement of Purchase and Sale. Seller hereby agrees to sell and convey the Real Estate, and Purchaser hereby agrees to purchase the Real Estate for the price and in accordance with the terms and provisions hereof, all in reliance upon the representations, warranties, covenants and agreements of the parties herein contained. The effective date (the "Effective Date") for this Contract shall be the last day upon which any party to this Contract has executed this Contract.

2. Real Estate. The term "Real Estate" shall include all of the Seller's right, title and interest in and to the land which is the subject of this agreement, together with all improvements thereon, all appurtenant rights, licenses, privileges, benefits, easements, and fixtures owned by Seller and relating to the Real Estate. The Real Estate consists of about 1.214 acres and the improvements thereon, and is referred to as Hamilton County Auditor's Parcel ID 651-0026-0054-00.

3. Personal Property. Any personal property not removed from the Real Estate by Closing shall be considered as part of the sale of the Real Estate.

4. Purchase Price. The Purchase Price for the Real Estate hereby sold which Purchaser agrees to pay and Seller agrees to accept is One Dollar (\$1.00), payable at Closing.

5. Closing, Title and Possession. Closing shall take place at a date, time and place, within Hamilton County, Ohio, to be mutually agreed upon by the parties on, or before March 31, 2021. At Closing, possession of the Real Estate shall be transferred to Purchaser, along with the benefits and burdens of ownership and all risk of loss to the Real Estate.

At Closing, Seller shall convey good, marketable and insurable title to the Real Estate to Purchaser by Limited Warranty Deed in fee simple, free, clear and unencumbered, excepting only Real Estate taxes, if any, which are then a lien against the Real Estate, which shall be prorated between Purchaser and Seller as of the date of Closing. At closing, Seller shall also provide Purchaser with Seller's corporate resolution or other document confirming Seller's authority to sell the Real Estate to Purchaser. Purchaser shall provide Seller with a certified copy of the ordinance by which Purchaser's City Council grants Purchaser's Mayor and/or Safety-Service Director the authority to accept and record the deed on behalf of Purchaser, and to execute and deliver all other documents necessary to complete the transfer of the real estate from Seller to Purchaser.

6. Contingencies and Inspections. This Contract is subject to, and conditioned upon, the following contingency: upon the execution of this Agreement, Purchaser and its agents shall have the right, upon reasonable notice, to enter upon the Real Estate to perform such tests and inspections as Purchaser may deem appropriate. Any such inspections shall be at Purchaser's expense and shall be completed on or before thirty (30) days ("Inspection Period") following the Effective Date. If Purchaser is not satisfied with the results of any such inspection(s), it shall provide written notification, within the Inspection Period, of Seller's dissatisfaction and its intention to terminate this Agreement, in which case, this Agreement, and all parties' obligations hereunder shall be terminated, effective upon Seller's receipt of such notice. If Purchaser does not provide said notice within the Inspection Period, then Purchaser shall be deemed to be satisfied with the inspection report and the contingency will be considered waived.

7. Documents provided at Closing. Seller shall provide Purchaser with all blueprints, manufacturers' fabricators' and installers' warranties, written information, warranty books, operator's manuals and like documents within Seller's possession, for the successful operation and maintenance of the physical plant on the Real Estate, including, but not limited to, those provided by contractors, installers, and other vendors of the building systems, including HVAC, electrical, and plumbing,

8. Representations, Warranties and Covenants of Seller. By entering into this agreement, and as part of the consideration therefore, Seller represents, warrants and covenants the following to Purchaser, all of which representations, warranties and covenants are made as of the date of this agreement, but which will continue to be true and accurate as of the Closing:

a. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Real Estate or any portion thereof; nor any pending public improvements in, about or outside the Real Estate, which will in any manner affect access to the Real Estate, or any legal action of any kind or character affecting the Real Estate which will in any manner affect Purchaser upon the consummation hereof.

b. To the best of Seller's knowledge, the Real Estate is free of building orders and is zoned for its current use and Seller has received no notice from any governmental authority that its ownership and/or operation of the Real Estate, or any part thereof, is in violation of any applicable laws, ordinances, regulations, statutes, or governmental rules.

c. The representations, warranties and covenants set forth herein shall survive the Closing.

9. As Is - Where Is. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS DELIVERED BY SELLER PURSUANT TO THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS OR MARKETING INFORMATION DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS" WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT FOR THOSE PROVIDED IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS. PURCHASER ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY AND SHALL BE AFFORDED AMPLE OPPORTUNITY TO CONDUCT AND PERFORM ANY DUE DILIGENCE OR EXAMINATIONS OF THE PROPERTY IT DEEMS NECESSARY OR DESIRABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

10. Proration of Taxes and Other Expenses. Real estate taxes and assessments, utilities and other charges, if any, shall be pro-rated between Purchaser and Seller on the date of closing. For purposes of pro-rating taxes and assessments, the amount shown on the latest available tax duplicate or relevant invoice shall be used.

11. Costs. Deed preparation and all County and State transfer and conveyance fees shall be paid by Purchaser.

12. Brokerage Commission.

a. Purchaser represents and warrants to Seller, which representation and warranty shall survive the closing, that no broker, finder, or similar agent has been employed by or on behalf of Purchaser and no other person with which Purchaser has had any dealings or communications of any kind is entitled to any brokerage commission, finder's fee, or any similar compensation, as a result of this transaction. Purchaser will indemnify and hold Seller harmless against any and all actions, suits, and claims incident to the foregoing.

b. Seller represents and warrants to Purchaser, which representation and warranty shall survive the closing, that no broker, finder, or similar agent has been employed by or on behalf of Seller, and no other person with which Seller has had any dealings or communications of any kind is entitled to any brokerage commission, finder's fee, or any similar compensation, as a result of this transaction. Seller will indemnify and hold Purchaser harmless against any and all actions, suits, and claims incident to the foregoing.

13. Sale of Norwood Community Center. In the event that the Norwood Community Center located at 1810 Courtland Avenue in Norwood is sold or otherwise conveyed within five (5) years of Closing, Purchaser agrees that Seller shall be entitled to ten percent (10%) of the gross sale price, to paid out of closing of the conveyance of such facility.

14. Discounted Membership Rates. Following Closing, and for the duration of calendar year 2021, residents of Norwood, Ohio may purchase memberships at any of Seller's branches at the discounted rates offered to members of Seller's Richard E. Lindner branch in 2020.

15. Post-Closing Collaboration. Following the Closing of this agreement, the parties hereto agree to continue to collaborate in good faith in furtherance of:

- (i) developing programming for the benefit of Norwood, Ohio residents;
- (ii) identifying possible partnerships and locations for a new YMCA facility within the city of Norwood, Ohio; and
- (iii) providing Seller with the continued use of the Real Estate, rent-free, when available and practical.

16. Waiver of Condition. Purchaser reserves the right to waive any of the terms and conditions of this Contract which are for the benefit of the Purchaser and to purchase the Real Estate in accordance with the terms and conditions of this Contract which have not been so waived.

17. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their heirs, administrators, executors, successors, and assigns, shall

survive the transfer of the Real Estate by delivery of the deed at closing, and shall not merge into the deed.

18. Partial Invalidity. If any term, covenant or condition of this Contract shall be invalid or unenforceable, the remainder of this Contract shall not be affected.

19. Governing Law. It is the intention of the parties that all questions with respect to this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.

20. Entire Agreement. This is the entire agreement between the parties covering everything agreed upon or understood in this transaction. There are no contemporary writings or oral promises, conditions, representations, understandings, interpretations or terms of any kind, as conditions or inducements to the execution hereof or any in effect between the parties. This Contract may be modified only by written agreement signed by both parties.

IN WITNESS WHEREOF, the Purchaser has executed this Contract as of the ____ day of January, 2021.

PURCHASER:

THE CITY OF NORWOOD, OHIO

an Ohio municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

SELLER:

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
CINCINNATI, an Ohio not-for-profit
corporation

By: _____

Print Name: _____

Title: _____

Date: _____