

**CITY OF XENIA, OHIO
ORDINANCE 2018 – 33**

**ACCEPTING THE DONATION OF PROPERTY FROM THE YOUNG MEN’S CHRISTIAN
ASSOCIATION OF GREATER DAYTON TO THE CITY OF XENIA, OHIO**

WHEREAS, Section 9.20 of the Ohio Revised Code authorizes a municipal corporation to receive by gift, devise or bequest lands or other properties for its benefit or the benefit of any of those under its charge;

WHEREAS, Section 9.18 of the Charter of the City of Xenia states than any gift, devise or bequest to the City shall be used as directed by City Council;

WHEREAS, the Young Men’s Christian Association of Greater Dayton has indicated its desire to gift, devise and bequest to the City of Xenia, Ohio, certain property located at 135 E. Church Street;

WHEREAS, this Council finds it to be in the best interests of the health, safety and welfare of the City to accept said gift, devise and bequest of property in order to ensure that said property is reused/redeveloped,

NOW, THEREFORE, THE CITY OF XENIA HEREBY ORDAINS, at least four (4) members of the City Council concurring, that:

Section 1. The gift, devise and bequest of property from the Young Men’s Christian Association of Greater Dayton, consisting of the below-listed parcels, is hereby accepted:

- Parcel ID M40000200052003900 (Lot 90)
- Parcel ID (Lot 90)
- Parcel ID M40000200050030100 (Lot 91)
- Parcel ID M40000200050030400 (27’ x 38’ Rear Lot 92)
- Parcel ID M40000200050030200 (W Side 57’ x 165’ Lot 92)
- Parcel ID M40000200050030000 (Lot 101)
- Parcel ID M40000200050029700 (W ½ Ex 40’ S End Lot 101)
- Parcel ID M40000200050029900 (40’ x 49.5’ Mid Pt Lot 101)
- Parcel ID M40000200050029800 (Lot 101½)
- Parcel ID M40000200050029600 (Lot 102 Rear)
- Parcel ID (Lot 103)
- Parcel ID M40000200052003800 (Lot 103 99’ x 115’ Rear)

Section 2. The City Manager is hereby authorized to have a general warranty deed executed by the Young Men’s Christian Association of Greater Dayton in accordance with the Memorandum of Understanding between the City of Xenia, Ohio, and the Young Men’s Christian Association of Greater Dayton regarding the Xenia YMCA, executed on the 7th day of October, 2018.

Section 3. In accordance with Paragraph 9 of the above-referenced Memorandum of Understanding, the City Manager is hereby authorized to market said property prior to transfer of the property to the City.


Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance shall become effective on December 8, 2018.

Introduced: October 25, 2018
Adopted: November 8, 2018

Attest:


Michelle D. Johnson
City Clerk


Michael D. Engle
President, Xenia City Council

**Memorandum of Understanding between the City of Xenia, Ohio
and the Young Men's Christian Association of Greater Dayton regarding the Xenia YMCA**

This Memorandum of Understanding is entered into as of Oct. 7, 2018, by and between the City of Xenia, Ohio ("City"), an Ohio municipal corporation, and the Young Men's Christian Association of Greater Dayton, an Ohio not-for-profit corporation, ("YMCA"), together known as "the Parties."

Recitals

- A. The YMCA currently owns and operates a YMCA facility in the City, located at 135 E. Church Street, Xenia, Ohio, which property consists of twelve (12) parcels ("Current Facility").
- B. The YMCA is in the process of constructing a new YMCA building and related facilities on Progress Drive in the City of Xenia, Ohio (the "REACH Center").
- C. Upon the completion of the new YMCA building, the YMCA will be moving its operations from the Current Facility to the REACH Center and desires to donate the existing facility and properties to the City of Xenia.
- D. The City desires to see the property at 135 E. Church Street reused/redeveloped to continue to be an asset to the Xenia community and the City has the staff and capacity to best affect this reuse/redevelopment.

WITNESS, that for the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

- 1. Upon the relocation of the operations of the YMCA from its Current Facility to the REACH Center, and the complete cessation of activities by the YMCA at its Current Facility, the YMCA will, by general warranty deed and for the consideration of One Dollar (\$1), cash in hand, transfer to the City the following parcels ("Property"):

Parcel ID M40000200052003900 (Lot 90)
Parcel ID (Lot 90)
Parcel ID M40000200050030100 (Lot 91)
Parcel ID M40000200050030400 (27' x 38' Rear Lot 92)
Parcel ID M40000200050030200 (W Side 57' x 165' Lot 92)
Parcel ID M40000200050029700 (W ½ Ex 40' S End Lot 101)
Parcel ID M40000200050029800 (Lot 101½)
Parcel ID M40000200050029900 (40' x 49.5' Mid Pt Lot 101)
Parcel ID M40000200050030000 (Lot 101)
Parcel ID M40000200050029600 (Lot 102 Rear)
Parcel ID (Lot 103)
Parcel ID M40000200052003800 (Lot 103 99' x 115' Rear)

- 2. The YMCA intends to vacate the Current Facility by December 31, 2018 and remove all YMCA property by February 15, 2019. Transfer to the City will take place within ten (10) days after all YMCA property is removed.
- 3. The YMCA shall have a title search performed, at its own expense, to guarantee the general warranty deed is accurate, and shall transfer the title clear and free of all liens, encumbrances, defects and burdens, except for easements, restrictions and rights-of-way.

4. At least thirty (30) days prior to transfer of the Property to the City, the YMCA shall provide a list to the City of any tangible personal property that is not to be removed from the Current Facility. Any such property that is not removed will become the property of the City upon transfer of the Property.
5. The City will accept the property in an "as is" condition, except for the following:
 - (a) All pool chemicals shall be removed from the Property by the YMCA prior to transfer;
 - (b) The YMCA shall assure the swimming pool is completely emptied of all water prior to transfer; and
 - (c) The YMCA shall remove or permanently cover all exterior signs that identify the Current Facility as a YMCA facility (excepting the glazed brick "Y" logo on the north side of the Current Facility).
6. The YMCA shall deliver to the City, at least one week prior to transferring the Property to the City, all existing manuals and maintenance records concerning major building systems including, but not limited to, boiler, HVAC, electric and security systems. Such records shall include a copy of any existing maintenance agreements or contracts.
7. The YMCA will transfer all known Current Facility keys to the City at the time of transfer of the Property.
8. Both parties acknowledge that the Xenia City Council must accept donation of the Property, by ordinance, in accordance with Ohio law, before the deed transferring the property may be executed or recorded. The City Manager will seek approval by Xenia City Council no later than November 15, 2018.

If the donation of the property is accepted by the Xenia City Council, upon such acceptance and the recording of the deed, the YMCA shall have no further responsibility or obligations regarding the property, unless otherwise specifically agreed to by the parties, as evinced by a written addendum to this Memorandum of Understanding.
9. The YMCA agrees that the City may market the Property prior to transfer, including placing signs or advertising the Property.
10. Should any part, section, clause or term contained herein be declared unlawful or unconstitutional, the remaining parts, sections, clauses and terms shall continue to operate as if independent thereof.
11. It is the intent of the Parties that this MOU does not affect or amend any other Leases or contracts to which both Parties to this MOU are also parties to.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this agreement and hereunto set their hands.

City of Xenia, Ohio

Young Men's Christian Association of Greater Dayton

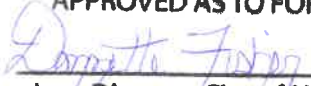
By: 
Brent W. Merriman, City Manager

By:  President/CEO
Dale Brunner, President/CEO

Witness: 

Witness: 

APPROVED AS TO FORM


Law Director, City of Xenia