

RESOLUTION NO. 76-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Palchou ON THE 17th DAY
OF December, 2018.

RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING A REAL ESTATE RENTAL AND MANAGEMENT AGREEMENT WITH COLDWELL BANKER HERITAGE REALTORS FOR THE MANAGEMENT OF PROPERTY LOCATED AT 110 WEST SPRING VALLEY PIKE AND RATIFYING THE ACTIONS OF THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE DOCUMENTS TO EFFECT THE LEASING OF SAID REAL PROPERTY.

WHEREAS, the City of Centerville owns the property located at 110 West Spring Valley Pike (the "Property"); and

WHEREAS, Council has determined that it would be in the best interest of its citizens to lease the Property for the time being; and

WHEREAS, the City of Centerville desires to engage Coldwell Banker Heritage Realtors to manage the Property upon terms acceptable to the City; and

WHEREAS, the City Manager, in prior consultation with the City Council at open meeting work sessions called pursuant to Section 121.22 of the Ohio Revised Code, discussed the management of the Property with the intent to lease said Property; and

WHEREAS, Council has the power to enter into such agreements by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution;

NOW, THEREFORE, BE IT RESOLVED:

Section 1: That the previous action of the City Manager in executing a Real Estate Rental and Management Agreement for the management of the Property located at 110 West Spring Valley Pike is hereby ratified. Said Management Agreement is marked as Exhibit "A" and incorporated herein.

Section 2: That the previous action of the City Manager in exercising all necessary documents to facilitate the leasing of the Property be hereby ratified.

Section 3:

That the City Manager is hereby authorized and directed to do any and every thing further necessary to carry out the terms of the Management Agreement, including, but not limited to, entering into lease agreements for the Property.

Section 4:

That this resolution shall take effect at the earliest time allowed by law.

PASSED THIS 17th day of December, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 76-18, passed by the Council of the City of Centerville, Ohio on the 17th day of December, 2018.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



HERITAGE REALTORS[®]
PROPERTY MANAGEMENT
(937) 482-0082

REAL ESTATE RENTAL AND MANAGEMENT AGREEMENT

The following contract consists of 6 (six) pages in the basic agreement and one or two attachments, all of which must be carefully read and completely filled out and signed. The attachments pertain to agency disclosure and where applicable, lead base paint.

This agreement made this 4th day of December 2018 by and between The Owner(s) : The City of Centerville

and Coldwell Banker heritage Realtors, hereafter referred to as "Agent". Owner hereby employs Agent to exclusively rent and manage the real property located at:

(Address): 110 West Spring Valley Rd Centerville OH 45458

1. Agent is hereby authorized:
 - a. To negotiate, execute, acknowledge and deliver on behalf of Owner lease agreements of said property with such persons, firms or corporations and upon such terms and conditions agreed between Owner and Agent. Owner shall have final decision on lessee.
 - b. To collect, receive and receipt on behalf of owner all rents and moneys payable by tenants of said property.
 - c. To make or cause to be made such repairs and maintenance of said property at cost not to exceed **TWO HUNDRED DOLLARS (\$200.00)** for any one item without the prior approval of owner except in such emergency cases where safety / health of tenant or property value are in jeopardy and time is of essence. Prior to making any repairs regardless of cost, Public Works will be contacted in order to allow repairs to be made by Public Works first.
 - d. To assist in retaining counsel on behalf of the Owner to bring such action to recover possession and /or rents and damages of said property as Agent may deem necessary. Owner shall reimburse Agent for any and all fees incurred, legal or otherwise, on behalf of Owner's property. City of Centerville will hire attorney for these instances, not the property manager.
2. Agent hereby accepts said employment and shall:
 - a. Hold in trust and disburse to or on behalf of Owner, as hereinafter set forth, all rents and moneys received from or on account of the renting and management of said property.
 - b. Render an annual statement of account to owner within thirty-one (31) days after the end of each calendar year. Said statement shall set forth all rents and moneys received and disbursed to or on behalf of the Owner. The first annual statement shall be rendered on or before January 31, 2019.
 - c. Pay all bills associated with the property, which are generated through Property Management or authorized by the owner.
 - d. Pay monthly net proceeds directly to, or as specified by owner.
 - e. Manage property maintenance and repairs. Public Works is always contacted first before any repairs are approved and completed in order for Public Works to do such repairs if they chose to do so.

- f. Assess property conditions from time to time and recommend improvements.
 - g. Manage tenant and property related issues such as lease violations, 3rd party complaints, etc.
 - h. Perform drive-by inspections occasionally, and internal inspections as deemed necessary.
 - i. Mail Owner's ledger account report monthly with copies of all bills paid in that period.
 - j. Issue 1099 and supporting year end statement.
3. It is mutually agreed by Owner and Agent that:
- a. All security and pet deposits will be held in the owners' Property Management accounts by Coldwell Banker.
 - b. All owners will maintain in their Property Management accounts an amount at least equal to the amount of the tenant's security and pet deposits at all times.
 - c. If the property account balance goes under the required amount but remains positive, the owner will not be required to remit the difference if the cash flow on the property will cover the deficit within 30 days. Should the account become negative, the owner shall make up the difference immediately.
 - d. Agents assumes no liability for injury to or death sustained by any person on or about said property; nor does Agent assume any liability for property damage sustained by any person, firm, partnership, corporation or government entity. Owner shall maintain paid up liability insurance for at least \$100,000.00 each occurrence, and shall provide Agent with a copy of the policy declarations.
 - e. Agent assumes no liability and shall not be held responsible for damage to or destruction of said real property and/or chattel items on or about the premises.
 - f. **Agent's compensation (Finders Fee)** for services rendered under the terms of the contract shall be a **FULL MONTHS RENT** to procure each new tenant, payable upon receipt of the tenant's first full months rent and **TEN PERCENT (10%)** of all other gross monthly rents received from said property. Should Owner procure their own tenant prior to signing this management agreement, but wishes for Coldwell Banker to manage the property, Coldwell Banker will not charge the owner a Finder's Fee with signing of the management agreement. Once the management agreement has been signed by the owner, the Owner may still search for a tenant themselves if they wish. If owner ends up bringing the tenant, Coldwell Banker will not charge the owner a Finder's Fee. The monthly management fee remains the same in all cases.
 - g. All moneys received on account of said property shall be applied and distributed by Agent as follows but only after pre-approval by City of Centerville:
 - i. Retain any deficit balance as may occur in the Owner's account
 - ii. Retain Agent's compensation
 - iii. Deduct all costs for property maintenance, repair, or approved upgrades.
 - iv. Deduct other moneys, as may have been disbursed and/or other expenses as may have been incurred on behalf of Owner.
 - v. Deduct legal fees as may be incurred by reason of Agent having retained legal counsel on behalf of Owner but only after pre-approval by City of Centerville.
 - vi. Pay insurance premiums, tax bills, HOA fees, etc. as directed by Owner
 - vii. Remit the net balance of said rent and other moneys to wherever owner deems necessary. Said remittance to be made on a monthly basis.
 - h. The expiration date of this agreement shall be Dec 4th 2019. This agreement shall renew automatically each year thereafter the expiration date. This agreement may be terminated by either party hereto, provided the party requesting such termination shall have delivered to the other party at least a **thirty (30)** day written advanced notice of intent to terminate agreement. However, this agreement may not be terminated by Owner, nor may Owner

attempt to collect any rents directly from tenants until after any deficit balance due Agent in Owner's rental management account has been paid in full

- i. If through the term of this agreement, Owner desires to sell said property through any employment of agency, Owner shall give to Agent the first right of refusal to list said property for sale. Owner further agrees that if the property shall be sold to a tenant procured by Agent, whether or not such sale shall occur during the tenure of this agreement, Owner shall pay to Agent a commission in the amount of **six percent (6%)** of the total sales price of said property, Owner shall have the right; however, to sell said property directly to his own client without the employment of Agent, provided said client was not secured by any reason of the services performed by Agent under the terms of this agreement. Owner agrees to notify Agent at least **thirty (30) days** in advance of this intention to offer said property for sale.

- j. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.; it is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representation regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



City of Centerville dotloop verified
12/12/18 3:24 PM EST
HILV-HIF4-CHUL-3JE6

Signature of Homeowner Date

Signature of Homeowner Date

Scott A. Liberman dotloop verified
12/04/18 4:00 PM EST
OUPP-HVQ6-W11D-G1RF

Signature of Municipal Attorney – Approved as to form Date

Gerald Ellis dotloop verified
12/04/18 3:09 PM EST
PLBD-J4AP-UFRP-LNIG

Signature of Property Manager Date

1. Utility Companies / HOA's Serving the Rental Property (Names and Phone Numbers):

Electric: Dayton Power and Light	Phone: 937-331-3900
Gas/Oil: Vectren	Phone: 1 (800) 227-1376
Water/Sewer: Montgomery County	Phone: (937) 781-2688
Trash: City of Centerville	Phone: (937) 428-4782

HOA and or Historic information (where applicable)

Association name: _____

Address: _____

Phone Nr.: _____ Fax Nr: _____

Email address: _____

Owner must leave a copy of the HOA By Laws at the unit and provide Coldwell Banker with a copy

2. Please list information about any warranties on appliances of systems, and any repairs that have been recently made.

3. List any contractor's names and phone numbers that you prefer to have performed any repairs / maintenance on your property.

The property manager with Coldwell Banker Heritage Realtors : Gerald "Jey" Ellis will contact Public Works first before any repairs are made to the home.

4. Write any other helpful information for tenants such as operation or maintenance instructions for appliances, systems, alarms, or other items.

OWNER'S PREFERENCES

Please answer the following questions pertaining to what you wish to allow or not. Make any additional notations or stipulations as you may find necessary.

- | | |
|---|--|
| 1. Rental rate | \$1295.00 per mo. |
| 2. Security deposit (Usually same as rent) | equal to one month's rent |
| 3. Pets (Yes, Maybe, No)
Note: Even if you choose not to accept pets, in accordance with Fair Housing laws, service and/or companion animals MUST be permitted when requested by any disabled individuals who may need them. | Max 1 dog under 25 lbs no vicious breed |
| 4. Pet Deposit Amount (Usually \$100.00 refundable per animal)
Note: While you may charge a deposit for pets, in accordance with Fair Housing laws, you may NOT , under any circumstances, charge a deposit or additional monthly fee for a service and/or companion animal. | \$25 per mo and \$300 non refundable fee |
| 5. Occupants: (How many occupants will the unit reasonably accommodate) | 4 |
| 6. Military Clause (Thirty day Notice with orders) | yes |
| 7. Section 8 (Subsidized Housing) | no |
| 8. Tenant to Pay (Utilities, etc.) | all utilities |
| 9. Owner to Pay (None or Specify) | approved repairs |
| 10. Water beds | NOT ALLOWED |
| 11. Purchase option (Owner will sell if tenant is interested Yes/No) | negotiable |
| 12. Students (Yes or No)
with credit, income, background check. | yes if all qualifications are met |

13. Owner will consider a short-term lease;

Lease less than a year (Yes or No)

yes

14. SMOKING

NOT ALLOWED
in House, Basement or Garage

15. Felons / Sex offenders

NOT ALLOWED

OWNER'S DECLARATION

1. Owner authorizes the use of standard guidelines by Agents in qualifying Tenants (gross monthly income approximately four times the monthly rent, and acceptable credit and rental history). Owner acknowledges that Agent has sole right to make changes in guide lines, as is deemed necessary.
2. Agent *may not* be directed to make mortgage payments. It is up to the owner to make sure that they can make their payments without being dependent upon receiving the monthly rental proceeds, as it cannot be assured that the tenant's payment will always be timely.
3. Owner may direct agent to pay other re-occurring charges (not to exceed the account balance) which are associated with the property by providing the necessary payment information.

The owner by signing this page acknowledges that they have reviewed all pages of this contract. The owner has disclosed the information below for tax reporting purposes and for contact by Agent in case of an emergency.

Owner's Name (Print): City of Centerville

Co Owner's Name (Print): _____

Owner's Address (Print): 100 West Spring Valley Rd

City, State and Zip (Print): Centerville OH 45458

Home Phone: _____ Work Phone: 937-428-4714

Cell Phone 1: 937-422-3570 Cell Phone 2: _____

Email address (PRINT): MVogelgesang@centervilleohio.gov

Emergency Contact: Doug Spitler Phone: 937-428-4734/937-901-5330c

Owner Signature: City of Centerville dotloop verified
12/12/18 3:24 PM EST
00QQ-3458-WSZX-XKYQ Date: _____

Co-Owner's Signature: _____ Date: _____
Scott R. Liberman dotloop verified 12/04/18 4:00 PM EST
SFOP-ZFGR-GTME-6ZAM
Signature of Municipal Attorney – Approved as to form _____ Date _____

Referring Realtor: _____ From: _____
Coldwell Banker Property Management: *Gerald Ellis* dotloop verified 12/04/18 3:09 PM EST
ORKM-ROQZ-2ILR-GD6Q _____ Date: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2018 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2018

Jonathan Hudson
Finance Director
City of Centerville, Ohio