

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 4-21-15 WAIVE RULES? YES NO

FINAL ACTION DATE: 4-21-15 VOTE: YES NO

SUSPENSION OF TWO READING RULE:

YES	NO
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>ABSENT</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>6</u>	<u>0</u>

DENISE LINGO
 JAMES WOLF
 JENNIFER MOODY
 GERALDINE BRANDY
 ROBERT PARSONS
 JEANNE GEORGE
 JUDY PETERSEN
 TOTALS

ADOPTION OF ORDINANCE:

YES	NO
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>ABSENT</u>	<u> </u>
<u>X</u>	<u> </u>
<u>X</u>	<u> </u>
<u>6</u>	<u>0</u>

ORDINANCE NO. 15-1747

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPERTY MANAGEMENT AGREEMENT FOR THE CITY OWNED PROPERTY AT 7500 HAMILTON AVE.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

Section 1. That the City Manager is hereby authorized to execute a Management Agreement on behalf of the City of Mt. Healthy between the City of Mt. Healthy and Remax for the city owned property at 7500 Hamilton Ave. in the form as shown on Exhibit A attached.

Section 2. That this Ordinance shall be in full force and effect from and after the first date provided by law, and retroactive to April 1, 2015.

Passed this 21 day of April, 2015.

Ron Betton
President of Council

Attest: Melanie
Clerk of Council

Approved this 21 day of April, 2015.

Joseph J. Boetting
Mayor

Approved as to form:

Stephen J. Woep
Law Director



MANAGEMENT & RENTALS

Date: March 22, 2015

PROPERTY MANAGEMENT AGREEMENT

This Agreement is executed this 1st day of April, 2015, by and between The City of Mt. Healthy (hereinafter, "Owner"), and RE/MAX Preferred Group Management and Rentals (hereinafter, "Manager").

In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Owner and Manager agree that Manager will henceforth assume the management of the Property or properties located at: 7500 Hamilton Avenue, Cincinnati, OH 45231

(hereinafter, the "Properties"). Manager's duties will include showing the Property to prospective tenants, executing lead paint disclosures (if applicable), zero tolerance for drug activity form, condition check list, executing leases, move in and move out inspections, screening of tenants, collecting rents, evictions, taking all tenant calls and preparing maintenance reports on units scheduling and follow up for repairs. Owner hereby authorizes Manager to perform said duties, and others as may become necessary to the good management of the Property and to pay such costs as may be associated therewith, on Owner's behalf. Any costs arising from said actions associated with the property up to \$350.00 will be agreed to be disbursed without Owner's consent. Any charges over \$350.00 will need Owner's approval, unless in an Emergency Situation upon which Manager will use their best judgment.

2. Term. The initial term of this agreement shall be 12 months, beginning April 1st, 2015 and ending, March 31st, 2016 at which time will go month to month.
3. For the services provided, Owner agrees to pay to Manager a fee of 7 % of gross rents monthly (minimum fee of \$85), late fees, etc. (excludes security deposits) or \$ 85.00 per month to be calculated and paid from Owner's account no later than the 29th day of the month. In addition, for each new tenant move-in, a one-time fee from Owner's account of one month's rent will be due at the time each unit is rented. For purposes of this paragraph, a move-in and rental is completed once the security deposit is paid in full, the lease has been signed, and the keys have been turned over to the tenant. We guarantee a tenancy for 90 days. Should a tenant we are managing move out within 90 days or less, owner agrees to pay half of the stated move-in fee (one half month's rent) when the rental has been leased to a new tenant.
4. Owner agrees that Property Manager's will open a checking account with Al Wittich and Greg Unthank as an authorized signatory to the account. All rent payments will be received in the address of property as the account name and deposited into said account. Financial reports will be provided to Owner for the previous month, when owner draw checks are issued (usually on the 29th of the month). All Management company accounts must have a minimum balance each month of \$500.00 or more (funded, if needed, by Owner).
5. **Owner Agrees to keep a separate account for security deposits. Any security deposits collected by the management company are to be passed through to property owner and be kept in property owners separate account**



MANAGEMENT & RENTALS

Date: March 22, 2015

6. Owner is responsible for the costs of all maintenance performed on the Property. Lawn care, landscaping services, and snow removal will be put up for bid and awarded to the Best bidder acceptable to Management Company. Owner will have option to review and approve Maintenance Company's fees.
7. RE/MAX Preferred Group Management and Rental has permission from the owner to pay all bills up to \$ 500.00 without prior owner approval. The payment of any bill over \$ 500.00 must be approved by the owner in writing – Except as outlined in #9.
8. Owner Agrees to pay for all advertising. The Amount and placement of the advertising is to be agreed to between Owner and Manager Prior to its being ordered.
9. RE/MAX Preferred Group Management and Rentals does have the right to pay a Utility Bill that Owner is responsible for paying and is outstanding and could result in the Utilities to the property being shut off, then charge the owner.
10. This Agreement may be cancelled by either party at any time with thirty days written notice given to the other at the address given below. RE/MAX Preferred Group Management and Rentals Agree to give immediate written notice if address changes. It is agreed that all fees payable to Manager Accrued through the time that the agreement remains in effect, must be paid on or before its final termination date, and files and keys will be retained until said payment is made. Owner further agrees that invoices received subsequent to the termination date for work performed prior to the termination, will be paid promptly.
11. Manager shall not be liable for any damage or injury to property or persons relating to or occurring on the Property. Owner Further agrees that liability insurance will be in effect at all times. Also, name RE/MAX Preferred Group Management and Rentals, and Associates, Assigns as Additional Insured.

SECURITY DEPOSITS - RE/MAX Preferred Group Management and Rentals Does NOT Hold security deposits. Deposits are collected by the management company and then given directly to property owner and retained by property owner. Deposits are sent to property owner within 30 Days of collecting funds. Both Tenant and owner agree to hold the management company harmless in any dispute involving disbursement of security deposits.

12. TENANT SCREENING

 I prefer to screen my own Tenant applications. At a minimum we recommend a Criminal Background Check and a Eviction Check.

 XX I would like RE/MAX Preferred Group Management and Rentals to facilitate a Background check through Trak-1 and included the following searches:

- Criminal Background Check
- Eviction History
- Sex Offender
- Credit check

Property Managers would have to charge \$20.00 for each Tenant Application



MANAGEMENT & RENTALS

Date: March 22, 2015

13. I understand that only final applicant decision to rent/lease is Owner's Responsibility and will use collected screening information to aid in that decision. I have also been provided and signed an Agency Disclosure, RE/MAX Consumer Guide for Ohio and the fair housing pamphlet for the State of Ohio.
14. It is agreed that this Agreement constitutes the sole and entire Agreement Between the parties, and no oral representations have been made or relied upon by either party that are not contained herein. Any Modifications hereto must be in writing and signed by both parties.
15. In the event that any part of this agreement may be construed as unenforceable, the remaining parts of this Agreement Shall remain in full force and effect as though the unenforceable part were not written into this Agreement.

Additional Forms we need Reviewed and Signed by the Owner:

- 1 W-9
- 2 Lead Based Paint Disclosure (we will keep an original with signature that every new tenant will sign)
- 3 State of Ohio Agency Disclosure (we will keep an original with signature that every new tenant will sign)
- 4 RE/MAX Preferred Group Consumer Guide to Agency Relationships (we will keep an original with signature that every new tenant will sign)
- 5 Exclusive Right to Lease Contract
- 6 Residential Property Disclosure (we will keep an original with signature that every new tenant will sign)
- 7 Addendum: Zero Tolerance for Criminal Activity



MANAGEMENT & RENTALS

Date: March 22, 2015

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures by persons duly authorized to do so.

RE/MAX Preferred Group, Management and Rentals

By: _____ Date: _____
Manager
Address: P.O. Box 58106, Cincinnati, OH 45258
Phone # 513-602-4800

Owner:

By: _____ Date: _____
Signature of Owner

Owner Business/Personal Address: _____

Phone # _____ Phone # _____

Email: _____

Name of Company or LLC: _____

FEIN or Social Security Number: _____

Address of LLC or Company: _____



MANAGEMENT & RENTALS

Date: March 22, 2015

PROPERTY INFORMATION

(We need a copy of all Leases and must get this Form back when completed, 1 form per property)

Address of Rental Property: HAVE ON FILE

Do you want U and W Management to clean the Interior of the Property? Yes / No (circle one)

If yes, how many times a month would you like the property cleaned? _____

Do you want U and W Management to take care of Exterior/Yard Maintenance? Yes / No (circle one)

Do you want U and W Management to take care of Snow Removal? Yes / No (circle one)

Water Paid By: _____

Electric Paid By: _____

Heat Paid By: _____

Air Conditioning: Window Unit / Wall Unit / Central Air (circle one)

If Wall Units, does the Owner provide? Yes / No (circle one) How Many? _____

Is there Washer/Dryer On-Site? Yes / No (circle one) If Yes, Coin Operated? Yes / No (circle one)

Is there a Garage? Yes / No (circle one) Assigned Off Street or Carport? Yes / No (circle one)

Garage Door Openers Yes / No (circle one) If Yes, extra S/D? Yes / No (circle one)

Do you require a full Security Deposit before the Tenant moves in? Yes / No (circle one)

Is this building a Non-Smoking Building? Yes / No (circle one)

Do you allow pets? Yes / No (circle one)

If yes, what types? Weight limit? _____

If yes, do you require addition Security Deposit or rent? _____

Will you accept CMHA / Section 8? Yes / No (circle one)



MANAGEMENT & RENTALS

Date: March 22, 2015

TENANT INFORMATION

Tenant Name _____ No. of BR: _____ Unit # 1
Rent Amount \$ _____ Lease Dates: Begin _____ End _____
Tenant Phone No.: _____ Email: _____
Garage Info: _____
Notes: _____

Tenant Name _____ No. of BR: _____ Unit # 2
Rent Amount \$ _____ Lease Dates: Begin _____ End _____
Tenant Phone No.: _____ Email: _____
Garage Info: _____
Notes: _____

Tenant Name _____ No. of BR: _____ Unit # 3
Rent Amount \$ _____ Lease Dates: Begin _____ End _____
Tenant Phone No.: _____ Email: _____
Garage Info: _____
Notes: _____

Tenant Name _____ No. of BR: _____ Unit # 4
Rent Amount \$ _____ Lease Dates: Begin _____ End _____
Tenant Phone No.: _____ Email: _____
Garage Info: _____
Notes: _____