ORDINANCE NO. 2018-19

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A MANAGEMENT AGREEMENT WITH CENTURY 21 WILBUR REALTY AND THE CITY OF KENT TO RENT AND MANAGE THE PARCEL KNOWN AS 500 MIDDLEBURY ROAD, KENT, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a Management Agreement with Century 21 Wilbur Realty to rent and manage the property known as 500 Middlebury Road, Kent, Ohio until the property is needed for future development; and

WHEREAS, the management company will advertise, screen tenants, execute leases and extensions and collect and distribute rent monies on behalf of the City; and

WHEREAS, the estimated cost for these services will be less than $1,500.00 annually; and

WHEREAS, the sooner this agreement is executed, the sooner the City will realize rental income from the property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Management Agreement with Century 21 Wilbur Realty to rent and manage the property known as 500 Middlebury Road, Kent, Ohio, and is more fully described in Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: January 17, 2018
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: January 17, 2018
Date

ATTEST: Tara Grimm
Clerk of Council


TARA GRIMM, CMC
CLERK OF COUNCIL

(SEAL)
MANAGEMENT AGREEMENT

THIS AGREEMENT is made this _______ day of ____________, 2017 by and between CENTURY 21 WILBUR REALTY, INC. (referred to as the AGENT) and __________________________________________ (referred to as the OWNERS) to secure the services of the Agent in the Management of the real property located at __________________________________________ (hereinafter referred to as the PREMISES), under and subject to the following terms and conditions:

1. EMPLOYMENT AND AUTHORITY OF AGENT
   
a) The Owners hereby appoint CENTURY 21 WILBUR REALTY, INC. as their sole and exclusive agent to rent, lease, manage, and operate the premises.
   
b) For this purpose, the Agent is authorized to secure the services of other real estate brokers, place newspaper advertising, and post renting signs on the premises.
   
c) The Agent is empowered to sign leases on the Owner's behalf, and to enforce the provisions of same, and to institute legal action or other proceeding to collect rents and other sums due, and to dispossess tenants and other persons from the premises.
   
d) It is understood and agreed that CENTURY 21 Wilbur Realty, Inc. is the sole and procuring cause of any leases, written or oral that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owners themselves.

2. SPECIFIC AUTHORITY ON REPAIRS AND ALTERATIONS
   
The owners authorize the Agent to purchase necessary supplies; to contract for utility services as needed, including vermin extermination, trash removal, and other services which the Agent shall deem advisable; and to make ordinary repairs, alterations or decorations to the premises, provided that the expenditure for any one item shall not exceed the sum of $200.00, without the express written consent of the Owners, unless the Agent shall consider the circumstances surrounding the request for repairs or services to be an emergency and prior Owner consent is not readily obtainable. The Agent will use diligence in contracting for repairs and other services, and will have the right to hire, discharge, supervise and pay any employees, servants or contractors for work performed. The Agent will not be liable to the Owners or other workmen, if the Agent has taken reasonable care in their employment.
3. RESPONSIBILITIES OF THE AGENT

In addition to the foregoing authorizations, the Agent will perform the following functions on the Owner's behalf:

a) Collect all the rents and income due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the Owner. Withdraw from such account all funds needed for proper disbursements for expenses payable by Owner including, without limitation, the Agent's compensation.

b) Collect security deposits under any lease and place same into escrow accounts as required by law.

c) Maintain accurate and complete accounting records of all receipts and disbursements, and to submit at least once a month a written statement to the Owners indicating collection and expenses, along with copies of paid bills.

d) Maintain a fidelity bond in adequate amounts for all employees of the Agent who handle or are responsible for the Owner's moneys.

4. COMPENSATION OF THE AGENT

In consideration of the services to be rendered by the Agent, the Owners agree to pay the Agent any or all the following forms of compensation as may be applicable:

a) FOR MANAGEMENT - a fee equal to Eight Percent (8%) of all rent and other income from the premises, including any and all sums collectible under any lease per month, including but not limited to water and sewer charges, excess taxes or insurance. The monthly fee will be __________, each month with or without rental income. The minimum fee shall be $35.00 per month.

b) FOR LEASING - the sum of ½ of one month's rent shall be paid to the Agent as an "acquisition fee".

c) LEASE CHARGES - late charges, uncollectable check charges, and application fees paid by tenants under any lease are the property of the Agent to offset the Agent's expenses in enforcing the respective lease provisions.

d) FOR SALE TO TENANT - if a sale or exchange of the premises is effected to a tenant, or anyone acting on the tenant's behalf, a commission of SEVEN PERCENT (7%) of the gross sales price or valuation will be paid to the Agent upon close of the transaction.

e) FOR ACQUIRING A TENANT ONLY for the owner the leasing fee is equal to the sum of the charge of rent for one month. And the cost of running the credit application.

f) CREDIT APPLICATION FEE. The owner will be charged $25.00 for the cost of running a background and credit check.

5. INDEMNIFICATION

The Owners shall save the Agent harmless from all suits for damages in connection with the proper management of the premises, and from liability for injuries suffered by any person while on the premises. The Owners shall carry, at the Owner's expense, sufficient public liability insurance with the Agent designated as an additional insured.
6. DISBURSEMENT OF FUNDS

Disbursements of moneys received as rents and other income due from tenants shall be in accord with the attached SCHEDULE A, Disbursement of funds. Owner's checks will be processed between the 9th and the 15th of each month and disbursed to the owner at that time.

7. RESERVE FUND

A Reserve Fund of $ N/A is to be established and held in the agency account for the purpose of paying disbursements authorized in SCHEDULE A, which may occasionally exceed revenues. In the event all or part of the reserve fund is used to meet the obligations of the Owners, the fund will be replenished in the subsequent month, or months, from moneys designated as disbursements to the Owners. Should the Owner determine this method inadvisable or not feasible the Owner will be billed the amount required to replenish the reserve fund and said Owners will pay said bill within 15 days.

8. TERM OF AGREEMENT

After a trial period of sixty days, during which time this Agreement is terminable by either party at will, this Agreement will remain in effect for a period of ONE YEAR. At that time this contract will convert to a month by month agreement. Either party may terminate this Agreement at the end of said term by giving to the other party written notice of termination at least (60) days prior to the expiration of the then current term.

In the event of any cancellation of this Agreement, the Agent is to receive the balance of any commissions due under this Agreement during the term of existing leases.

9. VOLUNTARY CANCELLATION BY AGENT

Notwithstanding any other provisions of this Agreement, the Agent may elect to cancel this Agreement upon the occurrence of any of the following circumstances:

a) In the event of a bonafide sale or demolition of the premises.

b) If a petition for bankruptcy is filed by either the Owners or the Agent, or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act.

c) If the Owners shall fail to comply with any rule, order, determination, ordinance or law of any federal, state or local authority, relating to the operation of the premises.
10. BINDING AUTHORITY

This agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

11. OTHER

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

BY: ________________________________

__________________________________
(OWNERS)

______________________________
Vicki Mellon
Agent for owner
PROPERTY MANAGERS
CENTURY 21 WILBUR REALTY, INC.

Witness

__________________________________

__________________________________
RENTAL AGREEMENT

On this ___ day of _______, 20___, Century 21 Wilbur Realty, Inc., the property manager and agent for the owner of the premises being leased hereunder, referred to in this agreement as "Landlord", and the person(s) named ________________________________________, referred to as the Tenant, enter into this agreement in _________________ County, Ohio in consideration of Landlord’s and Tenant’s mutual promises that are stated below.

1. PARTIES AND DWELLING UNIT
   The parties to this agreement are Century 21 Wilbur Realty, Inc., referred to as the Landlord, and _______________________________________________, referred to as the Tenant. The Landlord leases to
   The Tenant a property, located at _______________________________________________________

2. LENGTH OF TIME
   The initial term of this Agreement shall begin on ___________and end on ___________. After the initial term ends, the Agreement will continue for successive terms of one month.

3. RENTAL PAYMENTS
   The Tenant agrees to pay a rent of _________________________________________________________
   Dollars ($____,___/00) per month due and payable on the first of the month.
   Rental payments will be mailed to Century 21 Wilbur Realty, Inc., PO Box 683 Kent, OH 44240 or its assigns.

   LATE CHARGE
   A late charge of $25.00 per month will be assessed. The late charge will be added to the monthly rent for any payment received after the 3rd day of the month. The late charge is due no later than the first of the following month. Payment of the late charge shall not cure any default of this Agreement by Tenant nor shall Landlord’s acceptance of rent past due or late charges be considered a waiver of any default of Tenant including Landlord’s right to eviction proceedings. Any rental payments made by check shall be charged a handling fee of Twenty-Five Dollars ($25.00) if the check is returned unpaid. Tenant shall be liable for any fees associated with collection of past due accounts.

4. UTILITIES
   Tenant is responsible for the electric (Ohio Edison 1-800-633-4766) and gas (Dominion East Ohio 800-362-7557),
   _______________________________ and will immediately upon commencement of this Agreement, transfer the service to his/her name. Tenant will provide a transfer date or other form of proof to Century 21 Wilbur Realty, Inc., Property Management confirming the services have been transferred.

5. CONDITION
   Tenant has examined and knows the condition of said premises and the personal property contained in said premises, and has received the same in good order and repair and will surrender in as good condition as reasonable and careful use will permit.
6. **USE**

The unit is to be used for normal residential purposes. Tenant shall not permit said premise, or any part thereof, to be used for (1) the conduct of any offensive, noisy or dangerous activity or anything which is against the laws or rules and regulations of any public authority at any time applicable to the said premises (this includes the use or sale of any illegal drugs). The tenant shall not assign this agreement, sublet, or increase the number of occupants or vehicles without the written consent of the Lessor.

7. **LIABILITY**

Lessor is not liable to resident or anyone else for damages resulting from failure of any appliances and related fixtures. Lessor shall not be liable for cessation of any service customary to the building, when caused by circumstances beyond its control. Personal property placed anywhere on the premises by you or your guest remain at your risk and liability and not the Lessor or his agent. Tenant has been advised to obtain rental insurance purchased and paid for by the tenant.

8. **ANIMALS**

Dogs, cats or other animals shall not be kept as pets nor shall they be allowed on the premises. If there is a violation, then the Lessor has the right to require the pet/s be removed and impose fines against the tenant. If the tenant refuses to remove the pet, then further action will be taken and it will not be limited to imposing fines.

9. **MAINTENANCE**

The tenant shall keep the premises in a clean sightly and healthy condition. No painting or alterations shall be made without the written consent of the Lessor. No additional locks shall be placed upon the door of the premises. **Lock out fee of $35.00 will be due at time of management assistance.** Lessor shall make normal repairs to the unit. In the event that the needed repair is caused by the tenant, or guest, the tenant shall assume the cost of the repairs or replacement. Satellite dishes are not to be mounted on the building or any of the structures. The tenant is responsible for snow removal and lawn care including flowerbeds and leaf cleanup.

10. **SECURITY DEPOSIT**

The tenant agrees to deposit upon execution of this agreement the sum of $, without interest, as a guarantee for the faithful performance of the terms of this agreement. The security deposit will be transferred to the owner after agreement of this Lease. The security deposit SHALL NOT be considered the last month's rent. The security deposit will be refunded, if the following terms are met:

There is no damage to the unit and it is returned in the same condition as it was when first occupied. Keys are returned and a forwarding address is left with the Lessor. Any repairs or cleaning needed to restore the unit will be deducted from the security deposit in the amounts listed, but not limited to, those in item #4.

11. **TERMINATION OF LEASE**

In addition to other legal remedies, the tenant shall forfeit the security deposit if he or she fails to occupy the unit for the term of the Lease. The tenant shall give written notice 30 days prior to the day of vacating the unit. This notice is to be mailed to Century 21 Wilbur Realty, Inc., PO.Box 83 Kent, OH 44240. Keys shall be returned to property management and the day the keys are returned will be considered the last day of the tenants leased use of the property.

12. **RIGHT OF ENTRY**

The Lessor shall have the right to enter and to inspect any portion of the premises at all reasonable times, to examine the condition and to perform such service and to make repairs and alterations as Lessor may deem advisable. If the premises is a property listed for sale, the tenant MUST allow the premises to be shown with 24-hour notice.

13. **RENTAL INCREASE**

The Lessor can increase the rent on the first due date which is 30 days after written notice to the Tenant provided that the tenants lease is on a month to month agreement. The tenant has the right of refusal of the rent increase. If the tenant refuses the rent increase, he or she must provide written notice within 15 days and vacate the premises within 30 days of the ref
14. VACATING/CLEANUP
The tenant will surrender unit in as good condition as reasonable and careful use will permit. If it is necessary for the Lessor to clean or repair after the tenant vacates due to failure of the tenant to maintain or clean the premises, the following (but not limited to) charges will be borne by the tenant:

<table>
<thead>
<tr>
<th>Item</th>
<th>Charge</th>
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<tbody>
<tr>
<td>General cleaning: sweep and mop</td>
<td>$100.00</td>
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<tr>
<td>vacuum rugs, washing closets and</td>
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<td>cupboards, etc.</td>
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<tr>
<td>Defrost refrigerator</td>
<td>$20.00</td>
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<td>Clean refrigerator</td>
<td>$25.00</td>
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<tr>
<td>Clean range oven</td>
<td>$30.00</td>
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<tr>
<td>Clean range outside</td>
<td>$10.00</td>
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<tr>
<td>Clean bathroom (tub &amp; bowl, floor,</td>
<td>$50.00</td>
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<tr>
<td>walls)</td>
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Clean windows $10.00 each
Clean screens $10.00 each
Shampoo carpets Actual Cost
Painting Actual Cost
New locks due to unreturned keys Actual Cost
Missing appliance or accessories Actual Cost
Repair damage Actual Cost
Removing Trash Actual Cost

15. Smoke detectors and carbon monoxide detectors have been installed in the leased unit. Tenant is responsible to maintain the batteries and make sure the detectors are in working order. If they are not working it is tenants responsibility to notify Century 21 Wilbur Realty Inc immediately in writing ________/______ initials.

16. Occupants residing in the leased unit

17. APPLIANCES
The following appliances are provided and included in the lease

18. ORAL STATEMENT
List below any oral statements or agreements that have not been listed.

19. RENTAL/CREDIT APPLICATION is attached and considered a part of this Lease.

I HEREBY AGREE AND ASSENT TO THE ABOVE ITEMS.

______________________________
Tenant

______________________________
Co-Tenant

Date

Date

I/WE HEREBY ACCEPT THIS AGREEMENT.

LANDLORD:
Century 21 Wilbur Realty, Inc.

By: __________________________________________________________________________
Vicki Mellon, Property Management Agent for Landlord and Owners

Date
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ______ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ______ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ______ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ______ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessees' Acknowledgment (initial)

(c) ______ Lessee has received copies of all information listed above.

(d) ______ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) ______ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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<th>Lessor</th>
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<td>ORDINANCE NO. 2018-19</td>
<td>Page 8 of 9</td>
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EQUAL HOUSING OPPORTUNITY

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, as amended, 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 representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Tenant

Co-Tenant

LANDLORD:
Century 21 Wilbur Realty, Inc.

By: Vicki Mellon, Property Management Agent for Landlord and Owners

Date

Date

Date