

County Commissioners' Office
Auglaize County, Ohio
April 1, 2008

No 08-135

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR APRIL.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of April, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, this being the first meeting day of the month, it is necessary to pay the county's mandated share of Public Assistance for April.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following transfer of funds:

From: 001-0905-533400 – Public Assistance Grant
Amount: \$ 8,482.66
To: 006-0400-400101 – Public Assistance

Mr. Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 1st day
Of April, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman Yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Ivo J. Kramer Yes
Ivo J. Kramer

Cc: County Auditor
Jobs & Family Services

Comm off.
419-739-6710

BRADLEY'S CELL
419-234-7074

RESIDENTIAL LEASE AGREEMENT

This agreement is entered into by and between Auglaize County, Ohio, by and through the Board of County Commissioners of Auglaize County, Ohio, hereinafter Lessor, at 209 South Blackhoof St., Rm 201, Wapakoneta, Ohio 45895, and in consideration of the rents, promises, covenants, and conditions agreed to be paid, performed, and observed, hereby leases to BRADLEY LYONS, hereinafter Lessee(s), the following described premises:

The residential real estate commonly referred to and located at 207 PERRY ST, WAPAKONETA, Ohio.

The premises are subject to all legal highways, easements, restrictions of record, and zoning ordinances.

Term. The term of the lease shall be for 1 month(s)/~~year(s)~~, beginning APRIL 1, 2008 and ending MARCH 31 2009. At the expiration of the original term of this lease, said lease will continue on a month to month basis under the same terms and conditions set-forth herein, until such time as either party gives 30 days notice, in writing, to the other party of intent to terminate this agreement.

Rent. During the term of this Lease, and any extension thereafter, the Lessee(s) shall pay the rent on a monthly basis, in advance, in the amount of \$ 450⁰⁰, payable, beginning on APRIL 1, 2008, and on the first day of every month thereafter.

Further, The parties covenant and promise with each other as follows:

Payment of rent. Lessee(s) will pay the rent in the installments set forth above at Lessor's office in Wapakoneta, Ohio, as set-forth above, or at such other place as Lessor may later designate in writing.

Purpose of occupancy. Lessee(s) will occupy the premises for the purpose of single-family residence, with occupancy limited to the following individuals:

Said occupancy shall be in a careful, safe, and proper manner; and Lessee(s) will not occupy the premises, or permit them to be occupied, for any other purpose.

Discharge of utility charges, improvement and maintenance expenses. Lessee(s) shall be responsible for the payment of the following utility expenses; all water, gas, electric, waste disposal, phone, cable/satellite television, and sewer charges incurred during the Lessee(s)' occupancy of the premises; and will promptly pay all obligations they incur in their maintenance or improvement of the premises.

Assignment; subletting. Lessee(s) will not assign this Lease, or sublet the premises, nor any part thereof, without the written consent of the Lessor.

Security deposit. Lessee(s) will pay Lessor in advance of occupancy the sum of \$ 450, which Lessor will hold as security deposit and disperse in compliance with RC 5321.16 and related statutes. The Lessee(s) shall be responsible for any and all damage to the leased premises, normal wear and tear excepted.

Miscellaneous. The lessee(s) shall be responsible for snow/ice removal EXCEPT the Lessor shall be responsible for snow/ice removal on the sidewalks adjacent to the street, and the Lessor shall be responsible for mowing the lawn. No pets are to be permitted to be kept on or in the leased premises.

Statutory obligations of Lessee(s).

(a) Lessee(s) will perform and observe their obligations imposed by RC 5321.05, as shall be currently in force, set forth thus:

- (i) Keep the premises safe and sanitary;
- (ii) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;
- (iii) Keep all plumbing fixtures as clean as their condition permits;
- (iv) Use and operate all electrical and plumbing fixtures properly;
- (v) Comply with all applicable state and local housing, health, and safety codes;
- (vi) Personally refrain and forbid any other person who is on the premises with the Lessee(s)' permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises;
- (vii) Maintain in good working order and condition any appliances supplied by the Lessor;
- (viii) Conduct himself/herself and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- (ix) Conduct himself/herself, and require persons in the household and persons on the premises with consent to conduct themselves, in connection with the premises so as not to violate the prohibitions contained in Ohio Revised Code Chapters 2925 and 3719, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances.

(b) The Lessee(s) shall not unreasonably withhold consent for the Lessor to enter into the dwelling unit in order to inspect the premises, make ordinary, necessary, or agreed repairs,

decorations, alterations, or improvements, deliver parcels which are too large for the Lessee(s)' mail facilities, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Lessee(s), workmen, or contractors.

Statutory obligations of Lessor.

Lessor will perform and observe their obligations imposed by RC 5321.04, as shall be currently in force, set forth thus:

(a) Comply with the requirements of all applicable building, housing, health, and safety codes which materially affect health and safety;

(b) Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;

(c) Keep all common areas of the premises in a safe and sanitary condition;

(d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by Lessor;

(e) When Lessor is party to rental agreements covering four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal;

(f) Supply running water, reasonable amounts of hot water and reasonable heat at all times, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Lessee(s) and supplied by a direct public utility connection;

(g) Not abuse the right of access conferred by RC 5321.05(B);

(h) Except in the case of emergency or if it is impracticable to do so, give the Lessee(s) reasonable notice of Lessor's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.

Quiet enjoyment. Lessor agrees that, the Lessee(s) having performed all the Lessee(s)'s obligations under this Lease, the Lessee(s) shall quietly hold and occupy the premises during the term, and renewals, without interference by Lessor or successors.

Rights in Lessor to terminate lease and repossess premises.

Lessor may terminate this Lease and bring action under RC Ch 1923 for possession of the premises if, as recited in RC 5321.03,

(a) The Lessee(s) is in default in the payment of rent;

(b) The violation by Lessor of the applicable building, housing, health, or safety code that the Lessee(s) complained of was primarily caused by any act or lack of reasonable care by the Lessee(s), or by any other person in the Lessee(s)'s household, or by anyone on the premises with the Lessee(s) consent;

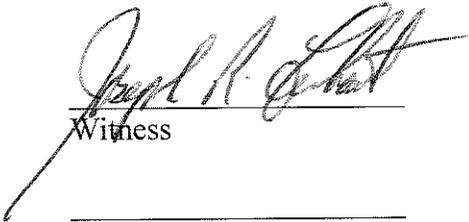
(c) Compliance with the applicable building, housing, health, or safety code would require alteration, remodeling, or demolition of the premises which would effectively deprive the Lessee(s) of the use of the dwelling unit;

(d) The Lessee(s) is holding over his/her term; or

(e) The Lessee(s) breaches any of the other obligations or covenants incumbent upon him to perform or observe, after seven days' written notice from the landlord to perform or to observe the obligation.

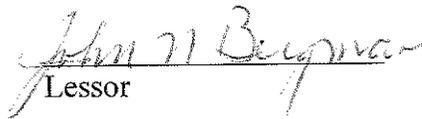
In Witness Whereof, the parties hereto have set their hands this 1st day of April, 2008.

Executed in presence of:



Witness

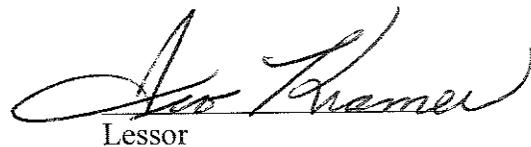
Witness



Lessor



Lessor



Lessor

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The \$900⁰⁰ And I
GAVE BRADLEY A Key




Lessee

Lessee