



Board of County Commissioners - Staff Report

Meeting Date: September 20, 2016

Presenter: Billi Jennings

Submitting Dept: Jackson/Teton County Affordable Housing Department

Subject: 380 Jackson Street Unit #1 Lease Agreement

Statement / Purpose:

Approval of a lease agreement for Teton County Employee Housing located at 380 Jackson Street Unit #1 for a Teton County Public Health (TCPH) Employee.

Background / Description (Pros & Cons):

In furthering their goal to provide affordable and secure housing for employees of Teton County, the Board of County Commissioners approved the purchase of six (6) employee rentals, in West Jackson, January, 2015. Eligibility for a Teton County employee housing unit is determined by the Jackson/Teton County Affordable Housing Department based on the Employee Housing Policy adopted by the Board of County Commissioners in January, 2009 and amended March, 2009.

TCPH employee, Emily Freeland, began her employment with TCPH in April of 2012. The proposed lease will be for one year term which will automatically renew so long as the employee continues to be employed by TCPH. The rent amount proposed is \$1,250 per month and will be automatically deducted from the employee's paycheck by payroll. Teton County / JTCAHD collected a pro-rated amount of \$631 for the first two weeks of September and a \$500 security deposit prior to their occupancy of the unit.

When properties and rental units are owned by Teton County, Jackson/Teton County Affordable Housing Department (JTCAHD) is charged with managing those leases and properties, while Teton County Facilities Management (TCFM) provides facilities maintenance.

Stakeholder Analysis & Involvement:

NA

Fiscal Impact:

Rent is \$1,250.00 per month with a \$500.00 Security Deposit

Staff Impact:

JTCAHD staff will continue to manage this and other Teton County properties as necessary.

Legal Review:

Keith Gingery, Chief Deputy County Attorney, reviewed and approved the lease.

Staff Input / Recommendation:

Approve the Lease Agreement for 380 Jackson Street Unit #1 with Teton County Public Health employee Emily Freeland.

Attachments:

Lease Agreement for 380 Jackson Street Unit #1

Suggested Motion:

I move to approve the Lease Agreement for 380 Jackson Street Unit #1 with Teton County and Emily Freeland, a Teton County Public Health employee, for \$1,250 per month and a \$500 security deposit.

*Organizational Excellence * Environmental Stewardship * Vibrant Community * Economic Sustainability*

LEASE AGREEMENT
FOR 380 JACKSON STREET UNIT #1

This Lease Agreement (“Agreement”) is made this _____ day of September, 2016, between Teton County, Wyoming (“Owner”) and Emily Freeland, an employee of the Teton County Public Health, P.O. Box 937 Jackson, WY 83001 as (“Tenant(s)”).

RECITALS

WHEREAS, Teton County, Wyoming, owns property located at 380 Jackson Street, Unit #1, in Teton County, Wyoming, which shall be utilized for Teton County employee housing and is not intended to be long-term housing for employees; and

WHEREAS, the Teton County Board of County Commissioners has identified Jackson/Teton County Housing Authority (“JTCHA”), a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to Wyoming Statute §15-10-116, as amended, as the agency responsible for managing the lease and Mountain Property Management will be responsible for maintaining and repairing the property located at 380 Jackson Street, Unit #1.

AGREEMENT

1. LEASE OF PREMISES. By this Agreement, the Owner, Teton County, Wyoming, leases to the Tenant the unfurnished premises situated at 380 Jackson Street, Unit #1, Teton County Employee Housing, Teton County, Wyoming, together with all appurtenances (“Premises”) for a one year term beginning on **September 2, 2016**; provided that, if Tenant’s employment with Teton County Public Health terminates either voluntarily or involuntarily, then the Lease will terminate immediately and Tenant will have Thirty (30) days to vacate the premises. So long as Tenant continues to be employed by Teton County Public Health as provided above and is not otherwise in default hereunder, the term of this Lease shall automatically renew for a one year, unless on or before ten (10) days prior to the expiration of the then current term, either Owner, JTCHA, or Tenant provides written notice to the other parties of its desire to terminate the Lease.

2. RENT. Tenant agrees to pay the sum of One Thousand Two Hundred Fifty Dollars (**\$1,250.00**) per month as rent for the premises. Rent is to be paid to Teton County, the Owner, through payroll starting with the first pay period in **September 23, 2016**, installments of Five Hundred Seventy Seven Dollars (**\$577.00**) per pay period, for said month and every month thereafter, until the

Agreement terminates. The Tenant agrees to complete and sign a Payroll Deduction Authorization form with the Teton County Clerk's Office. On the execution of this Agreement, the Tenant agrees to pay the first month's rent pro-rated for 29 days for September, to the Owner in the amount of One Thousand Two Hundred Eight Dollars (**\$1,208.00**), prior to the occupancy of the Premises. The parties agree that the monthly rent shall not increase within any 12-month period. In the event rent is not paid within five (5) days after the due date, Tenants agree to pay a late charge of \$25.00.

Said rent includes the following utilities paid by Owner: sewer, water, and trash removal. Tenant agrees to pay for all electricity costs and is solely responsible for payments of all electricity and utilities, including gas.

3. DAMAGE DEPOSIT. On execution of this Agreement, Tenant has deposited with Owner or JTCHA Five Hundred Dollars (**\$500.00**) as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Owner or JTCHA may, but shall not be obligated to apply all or a portion of said deposit on account of Tenant's obligations under this lease. Owner, JTCHA, or Mountain Property Management shall have the right to inspect the premises at the termination or surrender of the lease and may withhold and keep a portion or all of the damage deposit, if damage to the Premises is determined after inspection by Owner, JTCHA, or Mountain Property Management be greater than normal wear and tear of the Premises by the Tenant and was additionally not a "Condition of Premises" as is required herein in Paragraph 6, to be noted by the Tenant prior to her occupancy.

Any balance of the damage deposit remaining minus cleaning expenses and repairs at the expiration or earlier termination of this Agreement shall be returned to Tenant within thirty (30) days after termination of the Lease or surrender and acceptance of the Premises or within fifteen (15) days after receipt of Tenant's new mailing address, whichever last occurs. Such Security Deposit shall not bear interest and may be commingled with Owner or JTCHA funds without penalty to either party. The security deposit shall not constitute prepaid rent. Notwithstanding such security deposit, Tenant shall be liable for any and all damage to the Premises, which exceeds the amount of the deposit.

4. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively as a private single-family residence. No part of the premises shall be used at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected to the premises, during

the term of this Agreement. Tenants shall place no additional lock on any door to the Premises without the prior written consent of JTCHA. In the event any lock is installed, a key thereto shall be provided to JTCHA at the time of installation.

5. NUMBER OF OCCUPANTS. Tenant agrees that the Premises shall be occupied by the Tenants, Emily Freeland, a Teton County Public Health employee and Avery Freeland & Eleanore Freeland, a total of three (3) occupants, without the prior, express, written consent of JTCHA. Guests are allowed for no longer than a 1-week period without prior written consent from JTCHA.

6. CONDITION OF PREMISES. Tenant stipulates that he/she has examined the premises, including the grounds and all buildings and improvements, and that the premises are, at the time of this lease, in good order, good repair, safe, clean, and tenable condition, except for the following:

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease or sublet any portion of the premises without the prior, express and written consent of Owner or JTCHA.

8. ALTERATIONS. Tenant shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior, express, and written consent of Owner. All alterations, changes, and improvements built, constructed, or placed on the premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Owner and Tenant, be the property of Owner and remain on the premises at the expiration or earlier termination of this lease.

9. DANGEROUS MATERIALS. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

10. UTILITIES. Tenant shall be responsible for arranging and paying for electric, telephone, cable television, and internet, on the premises.

JTCHA, Mountain Property Management, or Owner shall have the right to

interrupt any or all of said services at such time as may be necessary by reason of accident, repairs, emergencies, alterations or improvements, desirable or necessary to be made in JTCHA, Mountain Property Management, or Owner's judgment. Neither JTCHA, Mountain Property Management, nor Owner shall have any liability to Tenant for any damage to Tenant or Tenant's property due to breakage, leaking, freezing, explosion, or other defect in any plumbing, wiring, or utility connection or service of any kind.

11. MAINTENANCE AND REPAIR. Tenant shall, at Tenant's expense, keep and maintain the Premises and areas outside the Premises in good and sanitary condition and repair during the term of this lease and any holdover or renewal of this lease.

Tenant at his/her own expense, is responsible for maintaining an adequate level of heat in the premises at all times to prevent water pipes from freezing, snow removal of walkways, changing the batteries in the Smoke/Fire alarms and ensuring their proper functioning, replacing light bulbs and maintaining the appliances in good working condition.

Mountain Property Management is responsible for maintaining the Premises and should be contacted in the event that something needs immediate attention.

IN CASE OF EMERGENCY ONLY:

Monday – Friday during working hours from 8 am to 5 pm, call Mountain Property Management at (307) 733-1684. If after hours there will be an answering service at that same number and they will direct your call.

IN CASE OF NON-EMERGENCY:

If there is a situation that needs to be addressed, but is not an emergency and does not require immediate attention, contact Jackson/Teton County Affordable Housing Department at 307-732-0867.

All repairs, replacements, and maintenance required on the Premises costing less than \$25.00 (in any given calendar month), shall be made or paid for by Tenant.

Notwithstanding the foregoing, Tenant shall, at Tenant's sole expense, make all required repairs to the premises whenever damage shall have resulted from Tenant's misuse, waste, or neglect or that of Tenant's employee, family, agent, or visitor. Major maintenance and repair of the leased premises not due to Tenant's misuse, waste, or neglect or that of Tenant's employee, family, agent, or visitor, shall be the responsibility of Owner or Owner's assigns.

12. PARKING. Tenant shall park no more than two (2) vehicles on the premises, including vehicles of visitors. All excess vehicles must be parked and stored off premises at the tenant's sole expense.

13. PETS / NO SMOKING. Tenant shall keep no pets or domestic or other animals on or about the leased premises, including pets of visitors. No smoking shall be allowed on the premises.

14. RIGHT OF INSPECTION. Upon twenty-four (24) hours notice, or immediately in the event of an emergency, JTCHA, Owner, and/or its agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the premises for the purpose of inspecting the premises and all building and improvements on the premises.

15. SURRENDER OF PREMISES. At the expiration or termination of the month to month lease agreement, Tenant shall quit and surrender the premises in as good a state and condition as they were at the commencement of this lease, normal wear and tear excepted.

16. DEFAULT. If any default is made in the payment of rent, or any part of the rent, at the times specified in this lease, then the lease, at the option of Owner, shall terminate and be forfeited, and Owner may reenter the premises and remove all persons from the premises. Tenant shall be given written notice of any such default. Termination and forfeiture of the lease shall not result if, within 30 days of receipt of the notice, Tenant has corrected the default. If any default is made in the performance of or compliance with any other term or condition of this lease, then the lease, at the option of Owner, shall terminate and be forfeited, upon thirty (30) days' written notice and Owner may reenter the premises and remove all persons from the premises.

17. ABANDONMENT. If at any time during the term of this lease Tenant abandons the premises or any part of the premises, Owner may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Owner's discretion, as agent for Tenant, relet the premises, or any part of the premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Owner's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Owner by means of the reletting. If Owner's right of reentry is exercised following abandonment of the premises by Tenant, then Owner may

consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Owner may dispose of all such personal property in any manner Owner shall deem proper and is relieved of all liability for doing so.

18. BINDING EFFECT. The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties. All covenants are to be construed as conditions of this lease.

19. GOVERNING LAW. This lease agreement shall be governed by, construed, and enforced in accordance with the laws of Wyoming.

20. TIME OF THE ESSENCE. It is specifically declared and agreed that time is of the essence of this lease agreement.

21. ATTORNEY'S FEES. If any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the attorney's fees of the successful party.

22. ENTIRE AGREEMENT. This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

23. MODIFICATION OF AGREEMENT. Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

24. NOTICES. Any notice required or permitted under this lease shall be given in writing either in person or by U.S. mail, at the following respective addresses:

OWNER'S ADDRESS:

Teton County, Wyoming
P.O. Box 1727
Jackson, WY 83001
307-733-4430

TENANT'S ADDRESS/PHONE:

Emily Freeland
PO Box 937
Jackson, WY 83001
emily.freeland@tetonwyo.gov

25. NON-LIABILITY OF JTCHA, TETON COUNTY, AND INDEMNITY BY TENANT. Tenant shall not hold nor attempt to hold the JTCHA, TETON

COUNTY, or any of such entities agents or servants (collectively, “Teton County”), liable for injury or damage to persons or property, either proximate or remote no matter how occasioned, or for injury or damage arising from the acts or any owners or occupants of adjoining property, or for any injury resulting from the negligence of the agents of Teton County, or of any other Tenants, and Tenants hereby waive the right to collect any and all damages from Teton County which may be suffered thereby. Tenant hereby indemnifies, defends, and holds harmless Teton County from and against every demand, claim, cause of action, judgment and expense and from all loss and damage arising out of any injury or damage to any person or property occurring in, on or about the Premises.

26. GOVERNMENTAL IMMUNITY. Teton County and JTCHA, do not waive its governmental immunity by entering into this Agreement and each specifically retains immunity and defenses available as governmental entities pursuant to Wyoming Statute §1-39-104(a) and all other state law.

27. HOLDOVER. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of the lease without Owner’s or TCHA’s prior written consent, which consent may be withheld in Owner’s or TCHA’s sole and absolute discretion. If Tenant retains possession of any part of the Premises after the term, Owner or JTCHA may terminate such tenancy upon ten (10) days written notice to Tenant. No acceptance of rent or other payments by Owner or JTCHA under these holdover provisions shall operate as a waiver of Owner or JTCHA’s right to regain possession or any other of Owner’s or JTCHA’s remedies.

28. TENANT. The term “Tenant” as used herein shall include the party executing this Agreement as Tenant, his or her spouse and issue, and any persons occupying the Premises with the permission of Owner and JTCHA, and the obligations imposed upon Tenant under this Agreement shall be joint and several, and the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this lease, including but not limited to any renewal, extension, expiration, termination or modification of this Agreement, shall be binding on each and all of such persons with the same force and effect as if each and all of them has so acted or so given or received such notice or refund or so signed.

APPROVAL AND EXECUTION

OWNER:

TETON COUNTY, STATE OF WYOMING

Barbara Allen, Chairwoman

Date

Teton County Board of County Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

TENANTS:

Emily Freeland

Date

ACKNOWLEDGED BY:

Stacy A. Stoker, Housing Manager

Date

JACKSON/TETON COUNTY HOUSING AUTHORITY