

Board of County Commissioners

Staff Report

Matters from Staff Agenda item #___

Meeting Date: December 6, 2016

Presenter: Billi Jennings

Submitting Dept: Jackson/Teton County Affordable Housing Department

Subject: Lease Agreement for 3180 South Adams Canyon Drive

Statement / Purpose:

Approval of a lease agreement for Teton County Employee Housing located at 3180 South Adams Canyon Drive for a Teton County Sheriff's Office ("TCSO") Employee.

Background / Description (Pros & Cons):

When properties and rental units are owned by Teton County, the Housing Department assists in managing those leases and properties, while Teton County Facilities Management (TCFM) provides facilities maintenance.

TCSO employee, Amanda Williams, began her employment with TCSO in 2014. Ms. Williams will utilize this rental as transitional housing. The proposed lease will be a month to month basis beginning December 1, 2016, so long as she continues to be employed by TCSO or until long term housing is found. The rent amount proposed is \$700.00 per month and will be automatically deducted from the employee's paycheck by payroll beginning the first pay period in December. Teton County will collect a \$500.00 security deposit and an additional \$250.00 pet deposit.

Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed):

NA

Attachments:

Lease Agreement for 3180 South Adams Canyon Drive

Fiscal Impact:

Rent is \$700.00 per month with a \$500.00 Security Deposit and a \$250.00 Pet Deposit

Staff Impact:

The Housing Department 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.

Recommendation:

Approve the Lease Agreement for 3180 South Adams Canyon Drive with Teton County and Amanda Williams for \$700 per month and authorize and direct Jackson/Teton County Housing Authority to manage the rental unit on behalf of Teton County.

Suggested Motion:

I move to approve the Lease Agreement for 3180 South Adams Canyon Drive between Teton County and Amanda Williams for \$700.00 per month.



LEASE AGREEMENT
FOR 3180 SOUTH ADAMS CANYON DRIVE

This Lease Agreement ("Agreement") is made this 30th day of November, 2016, between Teton County, Wyoming ("Owner") and Amanda Williams, an employee of the Teton County Sheriff Office and Adam Ready ("Tenants").

RECITALS

WHEREAS, Teton County, Wyoming owns property located at 3180 South Adams Canyon Drive, in Teton County, Wyoming, which shall be utilized by the Teton County Sheriff's Office for transitional short-term employee housing and is not intended to be long-term housing for employees.

WHEREAS, the Teton County Board of County Commissioners has identified Jackson/Teton County Affordable Housing Department ("Housing Department") as the agency responsible for managing the lease and Teton County Facilities Management ("TCFM") responsible for maintaining and repairing the property located at 3180 South Adams Canyon Drive.

AGREEMENT

1. LEASE OF PREMISES. By this Agreement, the Owner, Teton County, Wyoming, leases to the Tenant the unfurnished premises situated at 3180 South Adams Canyon Drive, Sheriff's Office Employee Housing, Teton County, Wyoming, together with all appurtenances ("Premises") on a month-to-month term beginning on **December 1, 2016**; provided that, if Tenant's employment with Teton County Sheriff's Office terminates either voluntarily or involuntarily, then the Lease will terminate immediately and Tenant will have five (5) days to vacate the premises. So long as Tenant continues to be employed by Teton County Sheriff's Office as provided above and is not otherwise in default hereunder, the term of this Lease shall automatically renew on a month-to-month basis, unless on or before ten (10) days prior to the expiration of the then current term, either Owner, Housing Department, 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 Seven Hundred Dollars (**\$700.00**) 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 on December 2, 2016. Installments of Three Hundred and Twenty Three Dollars (**\$323.00**) 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. 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.

Said rent includes the following utilities paid by Owner: sewer, water, trash removal, electricity costs not to exceed Fifty Dollars (\$50.00), and snow removal of the main driveway. The Tenant agrees to pay for all electricity costs which are in excess of Fifty Dollars (\$50.00) and will be invoiced accordingly by Owner or Housing Department each month, with payment due upon receipt within fourteen (14) days. Tenant agrees to be solely responsible for payments of all other utilities, including gas.

3. DAMAGE DEPOSIT. On execution of this Agreement, Tenant has deposited with [LPI] Owner or Housing Department 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 Housing Department 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, Housing Department, or TCFM 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, Housing Department, or TCFM to 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 Housing Department 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 the Housing Department. In the event any lock is installed, a key thereto shall be provided to the Housing Department at the time of installation.

5. NUMBER OF OCCUPANTS. Tenant agrees that the Premises shall not be occupied by anyone other than (Amanda Williams), a Teton County Sheriff's Office employee and his/her family, a total of two (2) occupants, without the prior, express, written consent of the Housing Department. Guests are allowed for no longer than a 1-week period without prior written consent from the Housing Department.

6. CONDITION OF PREMISES. Tenant stipulates that 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 tenantable condition, except for the following:

The handicap ramp, which is situated on the premises is unsafe and damaged. Owner recommends that

Tenant, occupants, or guests who access the premises should not use the handicap ramp. Tenant is solely responsible for warning others not to use the handicap ramp due to its unsafe and dangerous condition. Should Tenant, occupants, or guests make use of the handicap ramp, such use is at his or her own risk and will not result in any liability to the Owner. Tenant accepts all liability regarding any use of the handicap ramp and will be legally responsible for any all damages, injury, or death to herself or other persons or property that results from use of the handicap ramp.

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 the Housing Department.

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 gas, telephone, cable television, and internet, on the premises.

The Housing Department, TCFM, 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 the Housing Department, TCFM, or Owner's judgment. Neither the Housing Department, TCFM, 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 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.

TCFM is responsible for maintaining the Premises and should be contacted in the event that something needs immediate attention, which includes water or electricity not functioning.

IN CASE OF EMERGENCY ONLY:

Monday – Friday during working hours from 8 am to 5 pm, call Phillip Delaney, at 307-732-8585.

Monday – Friday after working hours or on the weekend, call Police Dispatch at 307-733-2331 (this is a non-emergency number, do not call 911). Ask the Dispatch Operator to contact TCFM Department Manager, Phillip Delaney, who will return your call as soon as possible.

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 the 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 stored off premises at the tenant's sole expense.

13. PETS / NO SMOKING. Tenant desires to keep the following described pet, a cat named TC. Tenant shall keep only one (1) pet in the Premises including any visitor/guest pets. Tenant agrees that they are solely responsible for the maintenance of the described pet and agree to keep their pet under control at all times. The Tenant shall keep the pet in a responsible manner and provide proper care for them. Tenants agree to clean up after their pet and to dispose of their pet's waste properly and quickly. Tenants agree that this Lease applies only to the specific pet described above and that no other pet may be substituted. No smoking shall be allowed on the premises.

14. ADDITIONAL PET DEPOSIT. Tenant shall pay a one-time fee of two hundred fifty dollars (\$250.00) in order to have the pet in the Premises. This fee shall be in addition to any amount due for the damage deposit or the monthly rent. Tenant shall be liable for the entire amount of all damages caused by such pet and all cleaning, defleaing, and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances and any other part of the Premises, landscaping or other improvements on the property. Owner is authorized to retain Tenants entire Pet Deposit and Damage Deposit or a portion thereof, as reimbursement.

15. RIGHT OF INSPECTION. Upon twenty-four (24) hours' notice, or immediately in the event of an emergency, the Housing Department, 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

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

22. 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.

23. 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.

24. 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.

25. 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:

Amanda Williams & Adam Ready
C/O PO Box 1727
Jackson, WY 83001
307-699-3036
awilliams@tetonsheriff.org

26. NON-LIABILITY OF HOUSING DEPARTMENT, TCFM, TETON COUNTY, AND INDEMNITY BY TENANT. Tenant shall not hold nor attempt to hold the HOUSING DEPARTMENT, TCFM, 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.

27. GOVERNMENTAL IMMUNITY. Neither Teton County, Housing Department nor TCFM, waives 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.

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

29. 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 the Housing Department, 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
Teton County Board of County Commissioners

Date

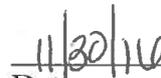
Attest:

Sherry L. Daigle, Teton County Clerk

TENANT:



Amanda Williams



Date



Adam Ready



Date

ACKNOWLEDGED BY:

Stacy^[LP2] A. Stoker, Housing Manager
JACKSON/TETON COUNTY
AFFORDABLE HOUSING DEPT

Date