



**Board of County Commissioners - Staff Report**

**Meeting Date:** February 20, 2018

**Presenter:** Billi Jennings

**Submitting Dept:** Housing Department

**Subject:** Employee Rental Lease

**Statement / Purpose:**

Approval of a lease agreement for Teton County Employee Transitional Housing located at 11055 South Highway 89, Hoback Cabins Unit #8.

**Background / Description (Pros & Cons):**

In the late fall of 2008, the Board of County Commissioners purchased six rental units in Hoback Junction to establish a program for housing their employees. Since then they have added several more units to their inventory for a total of fourteen units. 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 of 2009, and amended March of 2009.

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 provides facilities maintenance.

Mallory Marshburn will begin her employment with the Jackson Teton County Parks and Recreation on February 7, 2018. The proposed lease, if approved, will be for three (3) months and will automatically renew on a month-to-month basis so long as the employee continues to be employed by Teton County or if the transitional unit is needed by another Teton County employee. The rent proposed is \$685 per month and will automatically be deducted from the employee's paycheck by payroll. A \$500 security deposit, \$250 Pet Deposit, and a pro-rated February rent amount of \$587.14 will be collected prior to Ms. Marshburn's occupancy of the unit.

**Stakeholder Analysis & Involvement:**

Stakeholders include Teton County Government employees, Jackson/Teton County Parks and Recreation customers, and the taxpayers.

**Fiscal Impact:**

Rent is \$685 per month with a \$500.00 Security Deposit and a \$250 Pet Deposit.

**Staff Impact:**

Housing Department staff will continue to manage this and other Teton County properties.

**Legal Review:**

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

**Staff Input / Recommendation:**

Approve the lease as proposed.

**Attachments:**

Lease Agreement for Hoback Cabins Transitional Unit #8

**Suggested Motion:**

I move to approve the Lease Agreement for 11055 South Highway 89, Hoback Cabin Transitional Unit #8 with Teton County Employee, Mallory Marshburn, for \$685 per month and a \$500.00 security deposit and a \$250 pet deposit.

**LEASE AGREEMENT  
FOR HOBACK CABINS**

This Lease Agreement ("Agreement") is entered into to be effective on this \_\_\_\_ day of February, 2018, between Teton County, Wyoming, ("Teton County") and Mallory Marshburn, a Jackson Teton County Parks and Recreation employee ("Tenant").

**RECITALS**

WHEREAS, Teton County, Wyoming owns property located at 11055 S. Highway 89, Jackson, Wyoming, to among other things, provide affordable rental opportunities for qualified employees of Teton County in eight cabins located on the property previously utilized as short-term rental units ("Hoback Cabins"); and

WHEREAS, the Premises which shall be utilized by Teton County for transitional short-term employee housing and is not intended to be long-term housing for employees; and

WHEREAS, the Teton County has identified Jackson/Teton County Affordable Housing Department ("Housing Department"), as responsible for managing this Agreement and Teton County Facilities Management ("TCFM") responsible for maintaining and repairing the Premises on behalf of Owner.

**AGREEMENT**

**1. LEASE OF PREMISES.** By this Agreement, the Owner, Teton County, Wyoming, leases to the Tenant the unfurnished premises situated at 11055 S Highway 89, Unit #8, Teton County Employee Transitional Housing, Teton County, Wyoming, together with all appurtenances ("Premises") for a three month term beginning on **February 5, 2018**; and then month to month thereafter, provided that, if Tenant's employment with Jackson Teton County Parks and Recreation 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 Jackson Teton County Parks and Recreation as provided above and is not otherwise in default hereunder, and provided no other Teton County new hire should need the transitional unit, 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 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 \$685.00 per month, as rent for the Premises. Rent is to be paid to Teton County through payroll starting with the first pay period in March, 2018, in two equal monthly installments of \$316.15 per pay period, for said month and every month thereafter, for the term of the Agreement.

Said rent includes the following utilities: electricity, sewer, water, and snow plowing of main

drive. If the parties renew this Agreement, then the parties agree that the monthly rent shall not increase more than once in 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. No payment by Tenant or receipt by Teton County of a lesser amount than the monthly rent provided for in this Agreement shall be deemed to be other than on account of the rental payments required hereunder.

**3. DAMAGE DEPOSIT.** On execution of this Agreement, Tenant has deposited with Teton County \$500.00 as a security deposit, which shall secure the faithful performance by Tenant of the terms of this Agreement. Teton County may, but shall not be obligated to apply all or a portion of said deposit on account of Tenants' obligations under this lease. Any balance 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 Teton County funds without penalty. The security deposit shall not constitute prepaid rent. Notwithstanding such security deposit, Tenant shall be liable for any damage to the Premises that 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. Tenant shall place no additional lock on any door to the Premises without the prior written consent of Teton County. In the event any lock is installed, a key thereto shall be provided to Teton County at the time of installation.

**5. USE OF COMMON AND OUTSIDE AREAS.** Areas directly outside the Premises, including the front patio ("Common Areas"), are to be kept in an orderly manner and may only include one bicycle per occupant, lawn furniture, potted plants, and a grill. Tenant is responsible for storing all other items inside the Premises or off-site.

**6. NUMBER OF OCCUPANTS.** Tenant agrees that the Premises shall not be occupied by anyone other than Mallory Marshburn, a Jackson Teton County Parks and Recreation employee, without the prior, express, and written consent of Teton County. Guests are allowed for no longer than a 1-week period without prior written consent from Teton County.

**7. CONDITION OF PREMISES.** Tenant stipulates that he 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:

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**8. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior, express and written consent of Housing Department.

**9. 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 Teton County. 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 Teton County and Tenants, be the property of Teton County and remain on the Premises at the expiration or earlier termination of this Agreement.

**10. DAMAGE TO PREMISES.** If the Premises are so damaged by fire or from any other cause as to render them untenable, then either Tenant or Teton County shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage, except that should such damage or destruction occur as the result of the abuse or negligence of Tenant or Tenant's invitees, only Teton County shall have the right to termination. Should this right be exercised by either Teton County or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this lease is not terminated, then Teton County shall promptly repair the Premises and there shall be a proportionate deduction of the rent until the Premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the Premises.

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

**12. UTILITIES.** Tenant shall be responsible for arranging and paying for telephone, cable or satellite television, and internet, on the Premises. Housing Department or TCFM 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 Housing Department's or TCFM's judgment. Teton County shall have no 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.

**13. MAINTENANCE AND REPAIR.** Tenant shall, at Tenant's expense, keep and maintain 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 Tenant's expense, is responsible for trash removal, maintaining an adequate level of heat in the Premises at all times to prevent water pipes from freezing, snow removal of parking spaces and walkways, changing the batteries in the Smoke/Fire alarms and insuring their proper functioning, replacing light bulbs and maintaining the appliances in good working condition.

TCFM is responsible for maintaining the Hoback Cabins and should be contacted at the telephone numbers given in the attached Hoback Cabin Emergency Contact Information in the event that something needs immediate attention. This includes water or electricity not functioning. Housing Department should be contacted at 307-732-0867 if immediate attention is **not** necessary. 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 invitee, family, agent, or visitor. Major maintenance and repair of the Premises not due to Tenant's misuse, waste, or neglect or that of Tenant's invitee, family, agent, or visitor, shall be the responsibility of Teton County and TCFM.

**14. PARKING.** Tenant shall park no more than two (2) vehicles on the Premises, including vehicles of visitors. All excess vehicles must be stored off the Premises at the Tenant's sole expense.

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

**16. RIGHT OF INSPECTION.** Upon 24 hours notice, or immediately in the event of an emergency, Housing Department shall have the right at all reasonable times during the term of this Agreement and any renewal of this Agreement to enter the Premises for the purpose of inspecting the Premises and all building and improvements on the Premises.

**17. SURRENDER OF PREMISES.** At the expiration of the lease term or earlier termination, Tenants shall quit and surrender the Premises in as good a state and condition as at the commencement of this Agreement, normal wear and tear excepted. Teton County may consider any personal property belonging to Tenant and left on the Premises to have been abandoned, and in such case, Teton County may dispose of all such personal property in any manner Teton County shall deem proper and is relieved of all liability for doing so.

**18. DEFAULT.** If any default is made in the payment of rent, or any part of the rent, at the times specified in this Agreement, then the lease, at the option of Teton County, shall terminate and

be forfeited, and Teton County may reenter the Premises and remove all persons from the Premises. Tenants shall be given written notice of any such default. Termination and forfeiture of the Agreement shall not result if, within 15 days of receipt of the notice, Tenants has corrected the default. If any default is made in the performance of or compliance with any other term or condition of this Agreement, then the lease, at the option of Teton County, shall terminate and be forfeited, upon thirty (30) days' written notice and Teton County may reenter the Premises and remove all persons from the Premises.

**19. ABANDONMENT.** If at any time during the term of this Agreement, Tenant abandons the Premises or any part of the Premises, Teton County 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 Teton County'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 Teton County's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Teton County by means of the reletting. If Teton County's right of reentry is exercised following abandonment of the Premises by Tenant, then Teton County may consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Teton County may dispose of all such personal property in any manner Teton County shall deem proper and is relieved of all liability for doing so.

**20. BINDING EFFECT.** The covenants and conditions contained in this 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.

**21. GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Wyoming.

**22. TIME OF THE ESSENCE.** It is specifically declared and agreed that time is of the essence of this Agreement.

**23. ATTORNEY'S FEES.** If any enforcement or legal action is required in relation to this Agreement, the Tenant shall be responsible for and shall reimburse to Teton County, all attorney's fees, costs, and other expenses.

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

**25. MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if

evidenced in a writing signed by each party or an authorized representative of each party.

**26. NOTICES.** Any notice required or permitted under this Agreement shall be given in writing either in person against receipt or by certified U.S. Mail, at the following respective addresses, except that Housing Department may deliver notice to Tenants at the Premises, and shall be deemed received upon actual delivery in the case of notice in person, or within three (3) days of mailing in the case of U.S. Mail:

**TENANT:**

Mallory Marshburn  
5501 Lillehammer Lane, Apt. 4202  
Park City, UT 84098  
919-971-7809  
[mallorymarshburn@gmail.com](mailto:mallorymarshburn@gmail.com)

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

P.O. Box 714  
320 S. King Street  
Jackson, WY 83001  
307-732-0867

**27. NON-LIABILITY OF HOUSING DEPARTMENT, TCFM, TETON COUNTY, AND INDEMNITY BY TENANTS.** 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 Tenant, and Tenant hereby waive the right to collect any and all damages from Teton County which may be suffered thereby. Tenant does hereby indemnify, defend and hold 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.

**28. GOVERNMENTAL IMMUNITY.** Teton County does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and defenses available as a governmental entity pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

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

**30. 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 Teton County, 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year set forth above and with their signatures below.

This is an important legal document. By your signature you acknowledge that you have read it carefully and accept each and every provision of the Agreement.

**APPROVAL AND EXECUTION**

**OWNER:**

TETON COUNTY, STATE OF WYOMING

\_\_\_\_\_  
Mark Newcomb, Chair  
TETON COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**TENANT:**

\_\_\_\_\_  
Mallory Marshburn

\_\_\_\_\_  
Date

ACKNOWLEDGED BY:

\_\_\_\_\_  
Stacy A. Stoker, Housing Manager  
JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

\_\_\_\_\_  
Date