



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** February 13, 2024

**Title of Item:** LLCC Residential House Lease

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Dennis (DJ) Thompson		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Dennis (DJ) Thompson, Land Commissioner		<b>Estimated Time Needed:</b> 5 Minutes
<b>Summary of Issue:</b> Dave McMillan, LLCC Manager, will be moving into one of the residential houses at Long Lake Conservation Center. Required rent will be \$1,200/month plus utilities.  The lease has been reviewed by the County Attorney.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to approve entering into a Lease Agreement with the LLCC Manager for the rental of one of the residential houses at Long Lake Conservation Center.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No      Please Explain:		



**RESIDENTIAL HOUSE LEASE AGREEMENT  
DIRECTOR'S RESIDENCE**

**Authorized Rental Agent**

Aitkin County (hereinafter Management) is acting as authorized rental agent and property manager for: Long Lake Conservation Center (hereinafter Property Owner) and is authorized to accept service of process at Government Center, 307 2<sup>nd</sup> Street NW, Room 312, Aitkin, MN 56431 and to give receipts for payments, notices, and demands. Aitkin County hereby agrees to lease to Resident the Described Property under the Terms and Conditions, Agreements, Additional Sheets, and Addendums listed below.

Management Contact Person: Dennis Thompson, Land Commissioner, 502 Minnesota Avenue N., Aitkin, MN 56431. Email: [dennis.thompson@co.aitkin.mn.us](mailto:dennis.thompson@co.aitkin.mn.us) Phone: 218-927-7364

**Landlord and Tenant agree to the following terms.**

**Tenants:** (Each adult occupant, other than a protected person, must sign this Lease as a "Tenant")

**Other Occupants:** (List children and protected persons)

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**Landlord:** Aitkin County

The **Premises** ("Premises") is located at: 28952 438<sup>th</sup> Lane, Palisade, MN. 56469

**Term of Lease:** Month to Month

**Lease Start Date:** \_\_\_\_\_ **Lease End Date:** (if known) \_\_\_\_\_

**Monthly Rent:** \$1,200.00

**Security Deposit:** \$1,200.00

**Late Fee:** \$50.00

**Other Charges:** (specify) \_\_\_\_\_

**Rent Prorated:** If Tenant moves in or out of the residential unit on a date other than the first or last day of the month, the rent will be prorated.

Prorated First Month Rent: (if applicable) \$ \_\_\_\_\_

Prorated Last Month Rent: (if applicable) \$ \_\_\_\_\_

RECEIPT - RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	\$ _____
FIRST MONTH'S UTILITIES PAID IN ADVANCE	\$ _____
LAST MONTH'S RENT PAID IN ADVANCE	\$ _____
SECURITY DEPOSIT PAID IN ADVANCE	\$ _____
NON-REFUNDABLE PET DAMAGE DEPOSIT PAID IN ADVANCE	\$ _____
OTHER (Specify) _____, PAID IN ADVANCE	\$ _____
<b>TOTAL RECEIVED FROM TENANT:</b>	<b>\$ _____</b>

**Utilities Not Included in Rent**

- Propane
- Electricity
- Telephone
- Cable
- Garbage
- Recycling

**Utilities Included in Rent**

- Sewer
- Water
- Internet

The person authorized to manage the Premises is:

Dennis Thompson, Aitkin County Land Department  
502 Minnesota Avenue N.  
Aitkin, MN. 56431  
(218) 927-7364

The Landlord or agent authorized to accept service of process and receive and give receipts for notices is:

Kirk Peysar, Aitkin County Auditor  
307 2<sup>nd</sup> Street NW, Room 121  
Aitkin, MN. 56431  
(218) 927-7354

**TERMS OF THIS LEASE**

- 1. OCCUPANCY AND USE:** Only the Tenants and Occupants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses. Tenant shall use these Premises only as a private residence. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium of Owner's insurance.
- 2. RENT:** Tenant shall pay rent of \$600 in advance on or before the first day of every month. Tenant shall pay the Rent at: Aitkin County Auditor's Office, 307 2nd Street NW, Room 121, Aitkin, MN 56431 or other reasonable place requested by Landlord. A \$600/month housing allowance will be processed through the Tenant's payroll.
- 3. LATE FEE AND RETURNED CHECK FEE:** If Landlord does not receive the rent by the fifth day of the month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay \$30.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.
- 4. SECURITY DEPOSIT:** Landlord may use the security deposit to:
  - A.** cover Tenant's failure to pay rent or other money due to Landlord.
  - B.** return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

If Landlord needs to use all or part of the security deposit for an obligation of Tenant's, Tenant shall have ten (10) days to reimburse Landlord. The ten-day period shall begin when Landlord has given written notice to Tenant. If not timely reimbursed, Landlord may add it to the next month's Rent.

Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what is withheld and why.
- 5. EACH TENANT RESPONSIBLE:** Each Tenant is responsible for all money due to Landlord under this Lease, not just a proportionate share.
- 6. TENANT PAYS FOR DAMAGE:** Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.
- 7. LANDLORD'S NON-WAIVER:** Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

**8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

**9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

**10. LANDLORD'S PROMISES:**

- A.** The Premises and all common areas are fit for the use intended by Landlord and Tenant.
- B.** Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
- C.** Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

**11. TENANT'S PROMISES:**

- A.** Tenant shall not allow damage to the Premises.
- B.** Tenant shall not allow waste of the Utilities or Services provided by Landlord.
- C.** Tenant shall make no alterations or additions.
- D.** Tenant shall remove no fixtures.
- E.** Tenant shall not paint the Premises without Landlord's written consent.
- F.** Tenant shall keep the Premises clean and tidy.
- G.** Tenant shall not unreasonably disturb the peace and quiet of others.
- H.** Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
- I.** Tenant shall use the Premises only as a private residence and shall not operate a business on the Premises.
- J.** Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
- K.** Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
- L.** Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
- M.** Tenant shall notify Landlord in writing of any repairs to be made.
- N.** Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

**12. RESTRICTIONS:**

- A. WATERBEDS:** Tenant shall not have water beds or other water-filled furniture on the Premises.
- B. PETS:** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval. A \$500 non-refundable pet damage deposit is required should the Tenant get approval to have animals or pets on the Premises.
- C. LOCKS:** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.

**13. LANDLORD'S RIGHT TO ENTER:** Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.

**14. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY:** Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter's Insurance.

**15. NOTICE OF DANGEROUS CONDITIONS:** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.

**16. SUBLETTING:** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or delayed.

- 17. MOVING OUT OR HOLDING OVER:** Tenant must move out not later than 11:59 p.m. on the Ending Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.
- 18. NOTICE IF LEASE BECOMES MONTH-TO-MONTH:** If this Lease is or becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.
- 19. VACATING:** When moving out, Tenant must:
- A.** Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss. The interior of the house and other buildings shall be "broom clean". All rubbish, garbage, and debris shall be removed from the Premises.
  - B.** Completely vacate the Premises, including storage units, garage and parking stalls.
  - C.** Give Landlord a forwarding address.
  - D.** Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.
- 20. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY:**
- A.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy.
  - B.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.
- 21. BREACH OF LEASE; LANDLORD'S RIGHT OF REENTRY:** Landlord shall have a right of reentry for Tenant's breach of this Lease. If Tenant materially breaches this Lease, Landlord may do these things.
- A.** Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action.
  - B.** Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action. Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
  - C.** Bring an eviction action immediately.
- 22. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER:** Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.
- 23. SUBORDINATION:** This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.
- 24. EXERCISE OF RIGHTS AND REMEDIES:** Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.
- 25. SUBROGATION:** Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.
- 26. TERMS:** Where appropriate, singular terms include the plural and plural terms include the singular.
- 27. MISREPRESENTATIONS:** Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.
- 28. ATTACHMENTS ARE PART OF LEASE - NO ORAL AGREEMENTS:** Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

**29. NOTICES:** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

**30. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES:**

- A.** Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
- B.** Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.
- C.** Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

**31. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978:** 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.

**A. Hazards Disclosed:** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none").

**B. Reports Disclosed:** Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none").

**Tenant's Acknowledgment:** Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.

Tenants' initials \_\_\_\_\_

**C. Agent's Acknowledgment:** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and is aware of agent's responsibility to ensure compliance.

Agent's initials \_\_\_\_\_

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**32. CHANGES TO LEASE:** Landlord and Tenant may change the terms of this Lease in writing.

**33. SMOKING:** Tenant shall not allow smoking on the Premises.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or similar object, containing, made, or derived from, nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" also includes the action or practice of inhaling and exhaling the vapor produced by an electronic cigarette or similar device. (commonly known as "vaping").

**34. MAINTENANCE:** This lease is for the entire house and lot including the entire yard area.

**A. STRUCTURE:** All exterior maintenance and repairs to the structures on the Premises shall be the responsibility of Landlord.

**B. MECHANICAL SYSTEMS, ELECTRIC SYSTEMS, AND APPLIANCES:** All repairs to Landlord's appliances or to built-in appliances or to the mechanical or electrical systems serving the Premises shall be the responsibility of the Landlord. Tenant shall provide prompt notice to Landlord of any maintenance or repair issues. Landlord shall provide a list of approved maintenance and repair contractors to Tenant, and, in the absence of such list and in the absence of a prompt response from Landlord, Tenant may hire a contractor to make repairs and deduct the costs from rents due.

**C. LANDSCAPE MAINTENANCE:**

(1) Removal of snow and ice from the driveway and sidewalks shall be the responsibility of the Tenant.

(2) Lawn mowing shall be the responsibility of the Landlord.

(3) Fall clean-up of leaves and yard debris shall be the responsibility of the Tenant.

(4) Regular watering of the lawn, shrubs and trees shall be the responsibility of the Tenant.

**D. INTERIOR MAINTENANCE AND CLEANING:** Tenant shall keep the house clean and tidy through regular and reasonable housekeeping and through regular maintenance of the walls, woodwork, floors, furnishings, fixtures, appliances, and interior surfaces of windows. Tenant shall not make any alternations or additions or remove any fixtures or paint the premises without the written consent of Landlord.

**35. ADDITIONAL TERMS:**

**A.** Tenant is required to be an employee of Aitkin County while the lease is in effect. If Tenant is not a county employee, this lease will terminate immediately.

**B.** Tenant and Landlord will sign off on attached Residential House Lease Move In-Out Checklist.

**Landlord and Tenant agree to the terms of this Lease.**

Landlord

Tenants

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_