

Resolution No. 71-07

Authorization for Lease Agreement of Special Education Building to Northern Waters  
Literacy Council

WHEREAS Northern Waters Literacy Council desires to rent available office space in the Polk County Special Education Building, located at 400 Polk County Plaza.

THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes the lease of office space in said building on a non-exclusive basis to Northern Waters Literacy Council.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the Property, Forestry and Recreation Committee to approve the terms and conditions of such lease.

BE IT FURTHER RESOLVED that the Director of the Buildings, Parks and Solid Waste Department shall execute the lease agreement so approved and administer the lease on behalf of Polk County.

Funding Amount and Source: Not Applicable  
Date Finance Committee Advised: Not Applicable  
Finance Recommendation: Not Applicable

Approved as to Form: Jeffrey B. Fuge  
Jeffrey B. Fuge, Corporation Counsel

Date Submitted to the County Board: 9/18/07

County Board Action: Adopted

Effective: Upon Passage

Submitted by the Property, Forestry and Recreation Committee:

Michael R. Larsen  
[Signature]  
[Signature]  
[Signature]

**POLK COUNTY/NORTHERN WATERS LITERACY COUNCIL  
LEASE AGREEMENT  
2007-08**

Polk County and Northern Waters Literacy Council enter into this agreement for the lease of the Polk County Special Education Building, located at 400 Polk County Plaza, Balsam Lake, Wisconsin.

1. Northern Waters Literacy Council shall lease the Special Education Building on a non-exclusive basis. Northern Waters Literacy Council shall lease office space in the building. Polk County also leases a portion of the building to another tenant and Polk County also uses a portion of the building for the operation of the Polk County Library.
2. Northern Waters Literacy Council shall pay Polk County rent at the rate of \$70.00 per month. The initial rent payment shall be due at the time of execution of this agreement by Northern Waters Literacy Council and each successive rental payment shall be paid on the 1st of the month thereafter.
3. This agreement shall be considered a month to month tenancy commencing on the date of execution and expiring on June 30, 2008.
4. The parties agree that this lease shall automatically renew on July 1 of each year on the same terms and conditions herein. Either party has the right of terminating the lease agreement by giving written notice of termination/non-renewal 60 days prior to July 1 of each year.
5. This agreement can be terminated at any time by mutual agreement of the parties or upon default of payment of rent or performance of terms and conditions by either party.
6. In the event of a default in the payment of rent or performance of the covenants or conditions to be kept, observed and performed by either party, said party shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event of a failure to cure any default within the time allowed under this paragraph, the other party may declare the term of this lease ended and terminated by giving written notice of such intention.
7. Polk County may enter the lease premises at any time without notice.
8. Polk County shall carry loss insurance on the buildings and any physical facilities owned by the county.
9. Polk County shall be responsible for the maintenance and repair of the grounds surrounding the Special Education School.

10. Polk County shall be responsible for the maintenance and repair of the furnace and other physical facilities.
11. Polk County shall be responsible for providing custodial services and equipment, with Northern Waters Literacy Council being billed for these services at the rate not to exceed 18% of a full-time custodian.
12. Polk County shall be responsible for utility charges, including, but not limited to, water, sewer, gas and electrical service.
13. Any projects by Polk County staff not covered by this agreement shall be billed to Northern Waters Literacy Council at current hourly rate.
14. Northern Waters Literacy Council will pay Polk County for all charges billed or invoiced within a reasonable time and in no event later than 45 days after the date in which Polk County serves Northern Waters Literacy Council with such bill or invoice.
15. The Polk County Buildings, Parks and Solid Waste Department shall administer this lease on behalf of Polk County. Northern Waters Literacy Council must notify said department for any request for service.
16. Northern Waters Literacy Council and the Polk County Property, Forestry and Recreation Committee shall convene jointly to conduct an annual review of the lease agreement.

\_\_\_\_\_  
 Polk County  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Northern Waters Literacy Council  
 P.O. Box 67  
 Balsam Lake, WI 54810

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date