

Resolution No. 72-07

Authorization for Lease Agreement of Special Education Building to CESA #11

WHEREAS Polk County had previously leased a portion of the Polk County Special Education Building, located at 400 Polk County Plaza, to CESA for the operation of the Polk County Special Education School; and

WHEREAS CESA #11 desires to lease a portion of the building for operation of the Head Start Program.

THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes the lease of said building on a non-exclusive basis to CESA #11 for the operation of the Head Start Program.

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  
Jeff Intussen  
Paul Asmund  
Marvin Caspersen

**POLK COUNTY/CESA # 11 – HEAD START PROGRAM  
LEASE AGREEMENT  
2007-08**

Polk County and CESA #11 enter into this agreement for the lease of the Polk County Special Education Building, located at 400 Polk County Plaza, Balsam Lake, Wisconsin.

1. CESA #11 shall lease the Special Education Building on a non-exclusive basis. CESA #11 shall lease the student section of the building. CESA #11 will operate the Head Start Program in the leased space. 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. This agreement shall be retroactive to July 1, 2007 and commence on said date.
3. This agreement shall automatically renew on July 1 of each year. Either party has the right of terminating the lease agreement by upon giving written notice of termination/non-renewal 12 months prior to July 1 of each year.
4. This agreement can be terminated at any time by mutual agreement of the parties.
5. Polk County shall carry loss insurance on the buildings and any physical facilities owned by the county.
6. Polk County shall be responsible for the maintenance and repair of the grounds surrounding the Special Education School.
7. Polk County shall be responsible for the maintenance and repair of the furnace and other physical facilities.
8. Polk County shall be responsible for providing custodial services and equipment, with CESA #11 being billed for these services at the rate not to exceed 18% of a full-time custodian.
9. Polk County shall be responsible for utility charges, including, but not limited to, water, sewer, gas and electrical service. Polk County will bill CESA #11 for the prorated share of the gas and electrical service.
10. Polk County shall provide janitorial supplies, and shall bill CESA #11 the actual cost of these items.
11. Any projects by Polk County staff not covered by this agreement shall be billed to CESA #11 at current hourly rate.

12. CESA #11 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 CESA #11 with such bill or invoice.
13. The Polk County Buildings, Parks and Solid Waste Department shall administer this lease on behalf of Polk County. CESA #11 must notify said department for any request for service.
14. CESA #11 and the Polk County Property, Forestry and Recreation Committee shall convene jointly to conduct an annual review of the lease agreement.

\_\_\_\_\_  
Polk County

\_\_\_\_\_  
Chairman, CESA #11

\_\_\_\_\_  
Title

\_\_\_\_\_  
Administrator, CESA #11

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date