



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East*

*Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** March 15, 2010

**Re:** Monitoring Equipment Site Lease

ISD #709 currently has a Lease Agreement with the MPCA for ambient air monitoring on the Lincoln Park School roof, which will expire on March 31, 2010. Attached please find two copies of the new Lease Agreement between Independent School District #709 and the State of Minnesota, Department of Administration, acting for the benefit of the Pollution Control Agency to lease a 12' x 16' area of the roof of the Lincoln Elementary School at 2424 West 5<sup>th</sup> Street. This Agreement covers a five year period commencing April 1, 2010 and continues through March 31, 2015 at an annual rent of \$660.00.

I am recommending approval of the Agreement with the MPCA to conduct ambient air monitoring on the Lincoln Park Elementary School roof. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

STATE OF MINNESOTA  
MONITORING EQUIPMENT SITE LEASE

RECEIVED  
MAR 15 2010

I.S.D.#709  
FACILITIES MGMT

LEASE NO. PC0009

This Lease Agreement is between Duluth ISD 709 (LESSOR) and the State of Minnesota, Department of Administration, (LESSEE) acting for the benefit of the Pollution Control Agency.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. Leased Premises. LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota.
  - 1.1. A 12' x 16' area located on the roof of the Lincoln Elementary School
  - 1.2. Site Address: 2424 West 5<sup>th</sup> Street, Duluth, MN. 55806
2. Term. This Lease Agreement is for a term of Five (5) Years, commencing on April 1, 2010 and continuing through March 31, 2015.
3. Rent. LESSEE shall pay to LESSOR one hundred sixty five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter.
4. Duties of LESSOR.
  - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
  - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.
5. Duties of LESSEE.
  - 5.1 LESSEE shall pay to LESSOR a monthly fee of twenty five and 00/100 dollars (\$25.00) for electrical usage to operate the monitoring equipment which is included in the rental amount referred to in Clause 3.
  - 5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
  - 5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.

- 5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
- 5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.
- 5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.
6. Liability. LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.
7. Termination. Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
8. Compliance with Other Laws. This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

**LESSOR:**

Duluth Independent School District 709

*Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.*

By W. Hanson  
Title CFO  
Date 3/17/10

**APPROVED:**

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL  
AGENCY

By Mark Schmitt  
Title Asst. Dir. Div.  
Date 3/10/10

**LESSEE:**

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

Delegated to:

By Myra Hallbach  
Title DIRECTOR, OPERATIONAL SUPPORT DIVISION  
Date 22 MARCH 2010

**STATE ENCUMBRANCE VERIFICATION**

*Individual signing certifies that funds have been encumbered*

*as required by Minn. Stat. § 16A.15. and 16C.05*

By V. A. Bju  
Date 3/10/10  
CFMS Contract No. B41201

Cc: Department of Administration, Real Estate  
and Construction Services