

AMENDED ITEMS—NOVEMBER 16, 2020

ORDER OF AGENDA:

SUGGESTED MOTION:

Move to approve order of the agenda with the addition of a change to the minimum sale price on two tax-forfeited lots located in the City of Fargo and the addition of an addendum to a commercial lease of space to the regular agenda.

REGULAR AGENDA:

5b. Change in sales price for two tax-forfeited lots in Fargo

Information/action

SUGGESTED MOTION:

Move to reduce the minimum sales price on tax parcels 01-8510-0011-000 and 01-8510-00650-000 based on additional information and a request from the City of Fargo in which the lots are located.

5c. Addendum to commercial lease of space for election equipment

Information/action

SUGGESTED MOTION:

Move to approve Addendum #2 to commercial lease with Kosciolek Rental LLC for space to store election equipment.



November 16, 2020

Finance Office

Cass County Commission
211 9th St. S
Fargo ND 58103

Michael Montplaisir,
CPA CPFO
701-241-5600
auditor@casscountynd.gov

Re: Minimum sales price on Lots in Fargo

Dear Commissioners;

Sarah Heinle CPFO
heinles@casscountynd.gov
Budget, Finance and Payables

I received the attached letter from Nancy Morris, City Attorney's Office in Fargo concerning the value of two of the lots on our sale list. These are very small cul-de-sac lots that are unbuildable. The original suggested price was based on taxes against the properties. The suggested value of \$1 is based on the maintenance costs these lots represents to the city or the county.

Alicia Hildebrand
hildebranda@casscountynd.gov
Property Taxes and Marriage
Licenses

Normally if lots like these do not sell at the annual sale we offer them to the city for \$1 – however, that is contingent on there being city special assessments on the lots, these two lots do not have any specials against them. In this case they would likely remain in the name of the county and create a maintenance problem for the county.

DeAnn Buckhouse CERA
elections@casscountynd.gov
Elections

The courthouse is currently open by appointment only due to the ongoing COVID Emergency. Call and make an appointment if you have courthouse business that cannot be done by telephone or electronically.

The change in sales price would be announced at the sale tomorrow. The city was trying to get the Developer pay the taxes and agree to maintain the lots which was included in the development agreement and that fell through. The city will most likely remove the green space and just have an open cul-de-sac.

A Secure Drop Box is provided on the courthouse plaza at 211 9th St. S, Fargo – please put your items in an envelope and write the name of the department on the envelope.

Sincerely,

Michael Montplaisir CPA CPFO
Cass County Finance Director

When making a tax payment through the Drop Box indicated if you wish to have a receipt mailed to you.

SUGGESTED MOTION:

Thank You for your cooperation while the COVID Emergency is in place.

Move to reduce the minimum sales price on tax parcels 01-8510-0011-000 and 01-8510-00650-000 based on additional information and a request from the city in which they are located.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 16, 2020

Via email
MontplaisirM@casscountynd.gov>

Re: Crofton Coves

Dear Mr. Montplaisir,

I write to petition the sale of value of the following lots be reduced to \$1.00/lot:

01-8510-0011—000
Lot 1, Block 3, Crofton Coves 1st Addition of Fargo

01-8510-00650-000
Lot 1, Block 5, Crofton Coves 1st Addition of Fargo

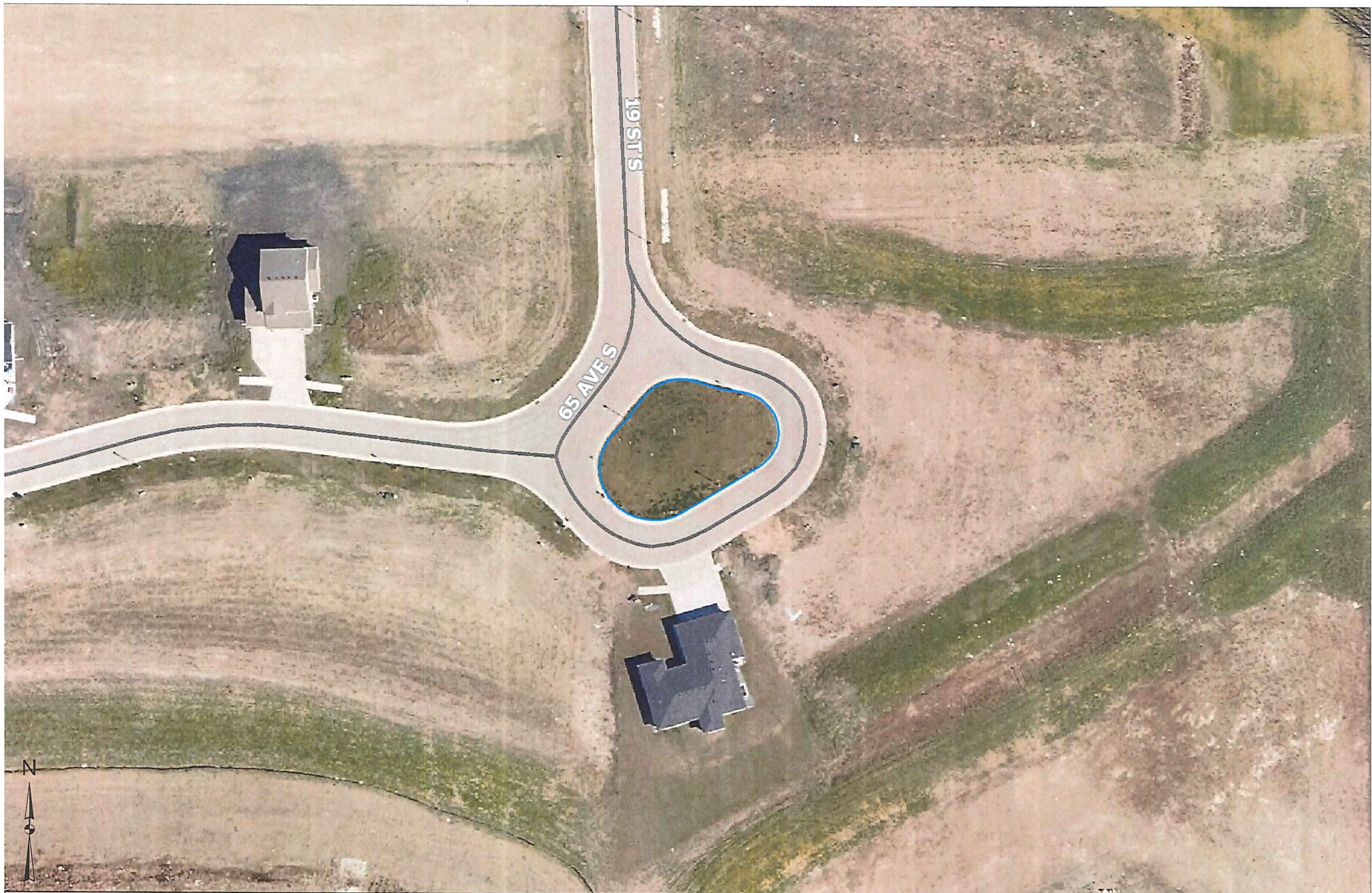
Both lots are unbuildable lots. If the development do not retain ownership of the lots and maintain the same, the City of Fargo would intend to dedicate the same to public right of way. Therefore, I request the sale value be placed at \$1.00/lot.

Please feel free to contact me if you have any questions or concerns.

Regards,

Nancy J. Morris
Assistant City Attorney



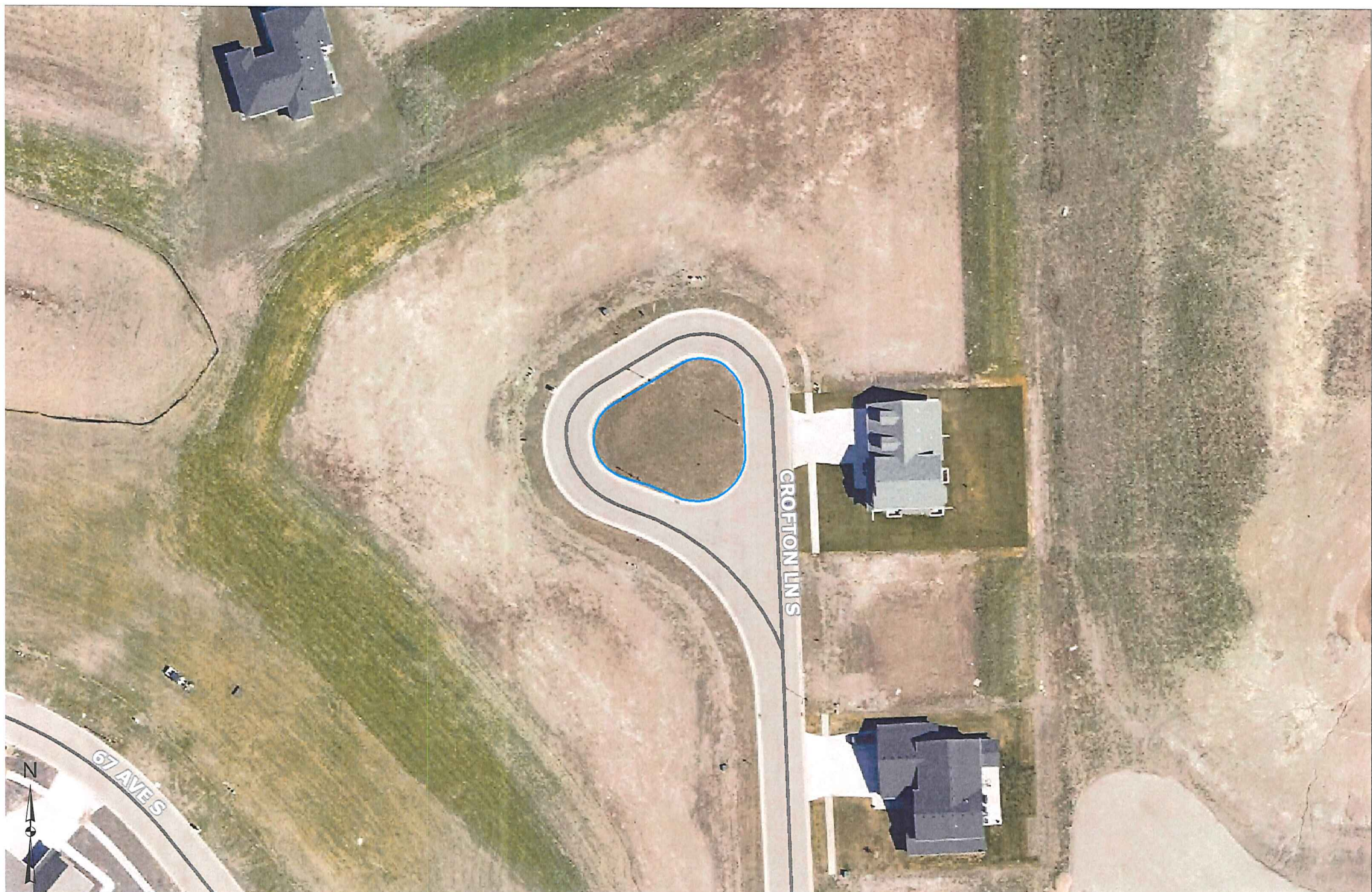


These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Date: 11/11/2020

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





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01-8510-00650-000

Date: 11/11/2020

CASS COUNTY
GOVERNMENT



This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

3321 4th Avenue Warehouse/Garage fit-up for Cass County Auditor

1) Electrician

- a. Bring necessary fiber optic to B & C warehouses
- b. Rezone and meter B & C separately from offices
- c. Hang low lights in warehouse

2) Plumber

- a. Add toilet and sink in C room

3) HVAC

- a. Rezone warehouse B & C to their own meter
- b. Add Reznor heater in B

4) Doors

- a. Put secure stationary hardware on doors connecting to offices
- b. Rekey entrance doors with key pads
- c. Set up security system
- d. Confirm Suite B for door fire code

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Lease Addendum #2: Total annual rent is \$29,843.50 for

3,511 s.f. = \$8.50 per square foot which includes \$3.50 CAM fee.

Add to Lease: connecting extra 15'X22' room (330 square feet)

Base rent \$9.00 s.f. plus \$3.50 s.f. CAM = \$4,125.00 annual rent.

Note: Since the July 1, 2012 original Lease, the loft area has been included without charge. The loft area has been deducted each year resulting in the total amount of \$42,180 in savings to your budget.

My 2020 Notice of Estimated Property Tax is scheduled for a 10.23% increase.

# COMMERCIAL LEASE

## ~ Addendum #2 ~

THIS AGREEMENT, made and entered into this 1st day of January, 2020 by and between **Kosciolek Rental LLC**, hereinafter called "**Landlord**," and **Cass County Government - Auditor**, hereinafter called "**Tenant**."

WITNESSETH:

The Landlord hereby leases to the Tenant and the Tenant agrees to rent and lease from the Landlord the following described real property located in the County of Cass and the State of North Dakota, described as follows, to wit:

The north 2,511 square feet of Suite C warehouse/garage space plus the north 1,000 square feet of Suite B warehouse/garage, located in a building on Lot One (1), Block Two (2), of Burlington Northern Industrial Park to the city of Fargo, situated in the County of Cass, and the State of North Dakota otherwise known as 3321 4th Avenue South, Suite B warehouse & Suite C warehouse, Fargo, North Dakota 58103.

1. **Terms of Lease:** This lease shall extend for a period of **Five (5) years** beginning with the commencement date, which is defined hereafter, and continues thereafter unless the same shall be extended or continued according to the terms and conditions hereinafter set forth or upon the agreement of the parties.

This lease Addendum shall be subject to all original July 1, 2012 Lease terms and conditions.

- a. **Option to extend:** Tenant shall have the right and option to extend the term of this Lease for one (1) additional period of three (3) years. Such extended term shall begin immediately following the time at which the then current term of this Lease would have expired absent the exercise of such option. Tenant shall notify Landlord in writing on or before ninety (90) days prior to the expiration of the then current term of this Lease of Tenant's election to renew the term hereof and following such written notice. The extension of this Lease shall be automatically effected without execution of additional documents, and all of the terms, covenants and provisions of this Lease shall apply to any such extended term.
2. **Rentals:** The Tenant agrees to pay the Landlord by direct deposit to American Federal Bank, Fargo, North Dakota, as rental for the above demised premises which includes base rent plus CAM expense of \$3.50 sf.:

*January 1, 2020 through December 31, 2025*  
*2,511 square feet of Suite C warehouse/garage space*  
*~ plus ~*  
*1,000 square feet of Suite B warehouse/garage space*

**Tenant total adjusted annual rent of 3,511 s.f. @ \$8.50 s.f. = \$29,843.50 for the term of this Lease.**

**Tenant:**

\_\_\_\_\_  
Cass County Auditor  
Mike Montplaisir  
Authorized Representative

\_\_\_\_\_  
Date

**Landlord:**

\_\_\_\_\_  
Marlys M. Kosciolek for  
Kosciolek Rental LLC

\_\_\_\_\_  
Date



CASS COUNTY COMMISSION

JAN 14 2020

## Finance Office

January 14, 2020

Michael Montplaisir, CPA  
701-241-5600  
montplaisirm@casscountynynd.gov

Board of County Commissioners  
Cass County Government  
211 9<sup>th</sup> Street South  
Fargo ND 58103

Re: Lease Renewal on Election Warehouse

Dear Commissioners:

Today we are requesting approval of the lease renewal for the election warehouse. We have been leasing the warehouse for five years and it works great for storing our election equipment. It is conveniently located and we have just finished installing fiber to the location and a new security system.

The previous contract was for \$33,143.85 with a \$4,500.00 credit for paying the lease in one annual payment instead of monthly. The new contract is for \$35,725.50 with a \$5,100.00 credit for paying the lease in one annual payment.

The new lease is for \$8.50 per square foot with a lease term of five years with an option for an additional three years. The lease rate includes the CAM expense of \$3.50 per square foot.

Sincerely,

Michael Montplaisir  
Cass County Finance Director

SUGGESTED MOTION:

Move to approve the renewal of the lease for the election warehouse with Kosciolk Rental LLC for a period of five years at a net cost of \$30,625.50 per year.

PO Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

[www.casscountynynd.gov](http://www.casscountynynd.gov)



**COMMERCIAL LEASE**

**~ Addendum ~**

THIS AGREEMENT, made and entered into this 1st day of January, 2020 by and between **Kosciolek Rental LLC**, hereinafter called "**Landlord**," and **Cass County Government - Auditor**, hereinafter called "**Tenant**."

WITNESSETH:

The Landlord hereby leases to the Tenant and the Tenant agrees to rent and lease from the Landlord the following described real property located in the County of Cass and the State of North Dakota, described as follows, to wit:

The northwest 3,603 square feet of warehouse/garage space plus 600 s.f. loft space described as a Suite F, located in a building on Lot One (1), Block Two (2), of Burlington Northern Industrial Park to the city of Fargo, situated in the County of Cass, and the State of North Dakota otherwise known as 3321 4th Avenue South, Suite F, Fargo, North Dakota 58103.

1. Terms of Lease: This lease shall extend for a period of **Five (5) years** beginning with the commencement date, which is defined hereafter, and continues thereafter unless the same shall be extended or continued according to the terms and conditions hereinafter set forth or upon the agreement of the parties.

This lease Addendum shall be subject to all original July 1, 2012 Lease terms and conditions.

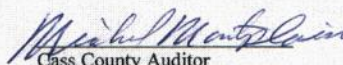
- a. Option to extend: Tenant shall have the right and option to extend the term of this Lease for one (1) additional period of three (3) years. Such extended term shall begin immediately following the time at which the then current term of this Lease would have expired absent the exercise of such option. Tenant shall notify Landlord in writing on or before ninety (90) days prior to the expiration of the then current term of this Lease of Tenant's election to renew the term hereof and following such written notice. The extension of this Lease shall be automatically effected without execution of additional documents, and all of the terms, covenants and provisions of this Lease shall apply to any such extended term.

2. Rentals: The Tenant agrees to pay the Landlord by direct deposit to American Federal Bank, Fargo, North Dakota, as rental for the above demised premises which includes base rent plus CAM expense of \$3.50 s.f.:

*January 1, 2020 through December 31, 2025*  
*3,603 square feet of warehouse/garage space at \$8.50 s.f. = \$30,625.50*  
*600 s.f. of loft space at \$8.50 s.f. = \$5,100.00*

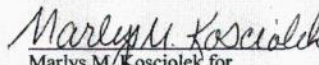
Tenant's Option to pay annually for a deduction of the loft space rent of \$5,100.00

Tenant:

  
Cass County Auditor  
Mike Montplaisir  
Authorized Representative

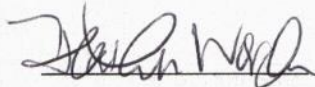
*1/21/2020*  
Date

Landlord:

  
Marlys M. Kosciolek for  
Kosciolek Rental LLC

*01/01/20*  
Date

Witness:



*01/21/2020*  
Date