

**COUNTY BOARD OF COMMISSIONERS  
FEBRUARY 17, 2015**

The Richland County Board of Commissioners met on February 17, 2015 at the Richland County Courthouse with Commissioners Sid Berg, Nathan Berseth, Tim Campbell, Rollie Ehlert, and Dan Thompson. Also present were Administration Personnel Bailey and DelVal; and States Attorney McBeth.

**EMERGENCY MANAGEMENT REPORT**

Lidgerwood Harvest States/Dakota Plains Diesel Spill - 930 gallons of diesel fuel spilled on February 6<sup>th</sup> when a pump seal failed. The site has recovered about 600 gallons. As melting occurs, pads will be put down to capture it, all melt water is in secondary containment and will be collected and placed in tanks until it can be analyzed and properly disposed of. Lambrecht will continue to followup with the ND Health Department Officer, Christine Roob.

FEMA Flood 2011 Disaster funds from ND Senate Bill 2369 - An additional 3% emergency relief funding for small projects is provided if the applicant informs NDDES that all Small Projects are complete. NDDES will conduct monitoring for compliance and upon completion of the monitoring activity, will send an invoice and check/ach for any outstanding funding due for damages received during the 2011 spring flood.

SkyWarn Training - A training is scheduled for April 6 at the Colfax High School; a second training date and location will be scheduled.

Upcoming Meetings -

|             |  |
|-------------|--|
| February 17 | Richland Wilkin Emergency Preparedness Group |
| February 18 | American Red Cross Regional Meeting          |

**MISC/CORRESPONDENCE**

A motion was made by Thompson to appoint Arnold Anderson, Arnold Althoff, Dwight Boucher, and Bob Fust to the Richland County Job Development Authority Board; motion seconded by Berseth. Vote was unanimous.

Bailey reported he received word from Wilkin County about an agreement that the JPA will pay Tim Fox \$1,000 extra per month for 12 months and Richland's share is 60%; this should have been effective 4 months ago. Bailey recommended this be a decision made by the full Board at a Commission meeting rather than a JPA decision.

- Berseth commented that it was not voted upon at a JPA meeting however the JPA has an approved budget and the decision should be at their discretion - the Commission does not approve the bills for the JPA
- Campbell agreed that this should be a JPA decision
- Berg commented that it was discussed, but no dollar amount was agreed on; he will follow-up with Wilkin County and Perry Miller

Bailey reported he asked Sheriff Leshovsky to come to the meeting to discuss a letter received from the ND Highway Patrol regarding weight enforcement on County roads - the NDHP is again offering assistance during spring load restrictions as time and resources permit. In the past the County has sent a reply letter requesting their assistance.

- Leshovsky commented he has no issue with this
- the fees collected were discussed
- No motion was offered and no formal action was taken by the Board
- Campbell suggested the letter be forwarded to the Sheriff and he can do what he chooses

#### **JILL BREUER - MOA LIDGERWOOD CITY**

Breuer attended the Lidgerwood City Council meeting last week and they approved a 10 year Agreement as drawn up by State's Attorney McBeth for the County's antenna and repeater equipment located at the old city hall building. A motion was made by Campbell to approve the Agreement with the City of Lidgerwood; motion seconded by Thompson. Vote was unanimous. (Copy attached).

#### **SHERIFF LSHOVSKY - SEMCA UPDATE**

Sheriff Leshovsky met with the Board to discuss a motion tabled from the February 3 Commission meeting regarding a salary adjustment for SEMCA Agent Weber. At the February 3 meeting a motion was made to approve the request for an increase of one grade for Weber. The motion was tabled after Berseth requested specifics on funding (including a breakdown of costs among participating entities); Bailey also cautioned the Board about going away from the existing pay plan by changing the Grade.

Sheriff Leshovsky distributed the requested information on funding and discussion began.

Thompson recommended the Board continue discussion later in the meeting and move onto scheduled appointments.

## **HIGHWAY DEPARTMENT**

Highway Personnel in attendance was Lowell Bladow.

RT Vision Software - Bladow reported he received a new proposal from RT Vision - \$3800 to get up and running for a 30-day trial and we would pay the rest if satisfied or \$7000 to upgrade if we are satisfied. The upgrade will give us better reports which we can export to Excel. The total would be \$8200 which would include two new computers and the upgrade.

A motion was made by Thompson to proceed with the Highway Software Upgrade Trial for three months for \$3800; motion seconded by Berseth. Vote was unanimous.

Side Dump Trailer - The trailer we were interested in at the Prime Concrete Auction went higher than we expected and we did not get it.

Gravel Crushing - Bids will be opened at the next meeting.

## **COLFAX FARMERS ELEVATOR - SPECIAL ROAD PERMIT DURING RESTRICTIONS**

Paul Sanderson, General Manager and Dan Hendrickson, Board Member met with the Commission. Sanderson reported they are in the process of rebuilding after a fire and one of the options being considered is west of Colfax; however if they want to proceed at this location they are concerned with weight restrictions. They asked about the possibilities or limitations of upgrading approximately one mile to 105,500. They do not want to spend the money to build at this location if they can't service it, the Elevator Board will be meeting in March and would like to make a decision then.

Thompson commented that some facilities in the past have participated in the cost and asked if Colfax Elevator would be willing to participate.

Campbell commented that some state funding (SB 2103) may be available which is typically a 20% local match and the County could possibly go 10% if the Elevator would be willing to participate 10%.

The consensus of the Board was to get some numbers together to see what the estimated costs would be.

## **HIGHWAY DEPARTMENT continued**

Wahpeton Shop Location - Bladow reported that McBeth did some research and we would need to hire an Architect or Engineer if the cost is over \$100,000 per NDCC.

Thompson commented that the original thoughts were a Pole Barn which is all pre-engineered. He spoke with Foltz after finding out about the bidding requirements and they have an Engineer on staff.

Berseth voiced concerns that Foltz could have Engineering Plans where no one else could compete and would caution Foltz to not draw plans that would eliminate competition.

Thompson replied that if bid out - the lowest bid would likely be a local lumber yard and we would still need to hire someone for \$20,000 to \$30,000 to draw up building plans.

Thompson said he and Bladow could travel to Detroit Lakes and visit further with Foltz.

Building Size was discussed - Thompson suggested adding an additional 20 ft now rather than not having enough space down the road.

Bladow reported that the City of Wahpeton Code requires a Site Engineer and there are some stipulations for when the area develops.

Thompson said they will proceed unless there are objections from the Board.

Letter from NDDOT re- Railroad Crossing Requests - Bailey received a letter from the NDDOT requesting assistance identifying locations where pedestrian and highway/rail traffic safety could be improved.

## **WATER RESOURCE BOARD**

Justin Johnson was introduced to the Commission. He was recently hired by the Water Board to assist in the office as an Engineering Technician.

Public Notice - Legal Drain 15 Reconstruction - Bailey reported receiving a Public Notice from the US Army Corps of Engineers regarding the Pending Permit Evaluation.

Tri-County Drain - The culvert through CR 17 will be a single cell concrete box culvert with riprap for erosion protection. The cost of the box culvert, riprap and related installation work is estimated at \$120,000. The state will cost share 45% or \$54,000. That leaves \$66,000 for the Board's share. The county typically cost shares 40% of this remaining amount or \$26,400.

Detention Sites - Three landowners have contacted the Water Board and requested detention sites. The Water Board met with the landowners, NRCS and the Red River Retention Authority to look into it.

### **WATER QUALITY DATA**

Jennifer Klostreich, NRCS and Mike Hargiss, ND Dept of Health met with the Board to discuss water quality data results and findings. They have been monitoring water quality in Richland County since 2003 continuously.

Standards, Criteria, and Trends were explained as well as project highlights and accomplishments.

### **MISC/CORRESPONDENCE continued**

Sheriff Leshovsky - SEMCA discussion continued from earlier in the meeting. A motion was made by Campbell to approve a two step increase for Jason Weber, retroactive to January 1, 2015; motion seconded by Ehlert. Voting NO was Berseth, the remainder Voted Yes and the motion carried.

Thompson commented on the letter from the ND Highway Patrol discussed earlier in the meeting. He suggested Sheriff Leshovsky send a reply letter that the County would be interested in having an open forum meeting, where the public could be invited to ask questions directly.

Sheriff Leshovsky will follow-up and relay the message.

Superintendent of Schools - Bailey reported the County Recorder, Cyndy Kolle, is now handling the Spelling B, which is the only responsibility of the Superintendent.

**UPCOMING MEETINGS**

February

18 JDA Meeting 7:00 PM

March

3 Commission Meeting

17 Commission Meeting

9-12 County Officials Academy

Being there was no further Business, the meeting adjourned at 11:00 A.M.

ATTEST: Harris Bailey  
Harris Bailey  
Auditor/Administrator

Sid Berg CHAIRPERSON  
Sid Berg  
Board of Richland County Commissioners

## AGREEMENT

AGREEMENT made this 17 day of February, 2015, between the CITY OF LIDGERWOOD, 15 Wiley Avenue North, Lidgerwood, ND 58053, a political subdivision existing under the laws of the State of North Dakota, hereinafter referred to as the "Licensor", and the COUNTY OF RICHLAND, a political subdivision existing under the laws of the State of North Dakota, of 418 Second Avenue North, Wahpeton, North Dakota, 58075, hereinafter referred to as "Licensee"; as follows:

Licensor, subject to all applicable provisions of all state and federal laws and local ordinances, now in force or hereafter enacted, and to all rules, regulations and specifications adopted by any commission or other administrative body, hereby grants to Licensee, for a term of ten (10) years from the 17 day of February, 2015, the privilege of maintaining an antenna and repeater at the existing tower located at the old city hall at 25 Park Street West, City of Lidgerwood, County of Richland, State of North Dakota, together with the privilege of erecting and maintaining such wiring and appurtenances as necessary for the operation of the antenna and repeater.

In consideration of the foregoing, Licensee and Licensor agree:

### SECTION ONE PAYMENT BY LICENSEE

As compensation for this license, Licensee shall provide to Licensor the use and access to the tower and repeater and Licensee will pay the costs of maintenance for normal wear and tear thereof, but excluding any damage caused by any negligence on the part of the Licensor. Licensee shall further pay any and all taxes and license fees imposed by any local, state, or federal government authority for the antenna, repeater, and tower utilized hereunder.

### SECTION TWO TERMINATION: NOTICE OF TERMINATION

Either party may terminate this license, in whole or in part, at any time on written notice to the other in not less than one year, with or without stating any reason therefor. Notice of termination by either party shall be valid when served personally on an officer of the party(ies).

SECTION THREE  
MAINTENANCE AND REPAIR

Licensee shall operate the antenna and repeater and all wires thereto in a manner satisfactory to Licensor, keeping the same in good repair and in such a manner as not to interfere with the surrounding properties thereof by Licensor. Licensee shall be solely responsible for all maintenance and repair of the antenna, repeater, tower, and wires utilized therewith. Licensor shall provide site access to Licensee and its contractors for repair and maintenance.

SECTION FOUR  
HOLD HARMLESS AND INDEMNIFICATION  
INSURANCE

Licensee shall hold harmless and indemnify Licensor against any and all liability, loss, or damage that Licensor, its employees, agents, assigns, or any other person or corporation may suffer as a result of claims, demands, costs, judgments, or expenses, including reasonable attorneys' fees, that arise from or in any manner are caused by the installation, maintenance, or use of the aforementioned antenna, repeater, tower, or wiring.

Licensee shall maintain insurance on their equipment – the antenna, repeater, tower, and wiring. Licensor shall maintain insurance on the building located at 25 Park Street West, City of Lidgerwood, County of Richland, State of North Dakota.

SECTION FIVE  
TERMINATION OF AGREEMENT; RESTORATION OF PROPERTY

On termination of this agreement, by expiration of the above-stated term, or abandonment of the antenna, repeater, and/or lead wire, or otherwise, Licensee, at its own expense, shall remove the antenna, repeater, and the lead wires utilized by it from the land of Licensor, and restore the tower and property to the condition that existed before the installation of the antenna, repeater, and lead wire. Such restoration shall be done under supervision of the authorized representative of Licensor at a time and in such a manner as is satisfactory to such representative. Should Licensee fail to make such restoration, Licensor may remove the antenna, repeater, and lead wire, and restore the property at the sole cost and expense of Licensee, and Licensee shall pay to Licensor the expenses incurred. If said building located at 25 Park Street West, City of Lidgerwood, County of Richland, State of North Dakota is damaged or destroyed, the City of Lidgerwood does not have to repair or rebuild the structure.

SECTION SIX  
ASSIGNMENT

Licensee shall not assign this license or any privilege granted hereunder without the written consent of Licensor.



SECTION SEVEN  
RENEWAL FOR ADDITIONAL TERM

Unless Licensor or Licensee gives notice on or before the ninth anniversary of this lease, the same shall be renewed for an additional ten year term on all the terms and conditions hereof.

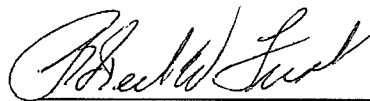
IN WITNESS WHEREOF, The parties have executed this agreement on the day and year first above written.

ATTEST:

CITY OF LIDGERWOOD



Cheryl Grenz, City Auditor



Robert Fust, Mayor

ATTEST:

RICHLAND COUNTY, ND

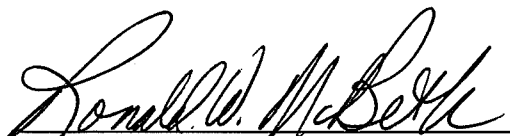


Harris Bailey, Auditor/Administrator  
Richland County, ND



Sid Berg, Chairman,  
Richland County Commission

Approved as to form:



Ronald W. McBeth  
State's Attorney



Steven J. Lies  
City Attorney