

RICHLAND COUNTY BOARD OF COMMISSIONERS

JULY 21, 2026

The Richland County Board of Commissioners met at 8:00 A.M. On July 21, 2026 at the Richland County Courthouse with Commissioners Terry Goerger, Nathan Berseth, Rollie Ehlert, Tim Campbell, and Perry Miller. Others included Administration Personnel Fossum and South, State's Attorney Kummer, Jesse Sedler, Donnie Witt, Melissa Brown, John Manstrom, Chris Hills, Korey Skovholt, Patty Lies, Jay Townsend, and Daily News Reporter Manisha Reddy.

Commissioner Goerger called the meeting to order at 8:00 A.M.

A motion was made by Ehlert and seconded by Miller to approve the agenda. Vote was unanimous (5-0).

PUBLIC COMMENT

There were no requests submitted for public comment.

CHRIS HILLS BUSINESS EXEMPTION – 11 SEED & SOIL, LLC

Business owner Chris Hills addressed the Commission regarding a property tax exemption application he submitted to the county for a new build he is planning for his company 11 Seed & Soil, LLC. A copy of the application was distributed to Commissioners prior to the meeting. Tax Director Melissa Brown had no concerns regarding the business exemption and said she reached out to Waldo Township and they didn't either. A motion was made by Campbell and seconded by Miller to approve a five-year business exemption for 11 Seed & Soil, LLC. Vote was unanimous (5-0).

MISC/CORRESPONDENCE

Correspondence from Red River Communications regarding their 75th anniversary party at Chahinkapa Zoo.

Correspondence from FEMA regarding floodplain ordinance extension, Lambrecht received the same letter, and the county has already updated.

Fossum informed the Commission that there is a 5-County meeting planned for August 20th or August 27th in Milnor.

State Radio was briefly discussed. Fossum informed the Commission that Tracy Hanson has accepted the position as 911 Coordinator.

PUBLIC HEARING – SECTION LINE CLOSURE

Korey Skovolt, an adjoining landowner was present. Skovholt petitioned at the July 7, 2026 Commission Meeting for a section line closure on the SE corner of section line 34 bordering Ibsen and Mooreton Townships. This portion of the section line has not been publicly used for ten years and there are readily accessible alternative routes of travel. Public notice was

given regarding the petition and today's public hearing; there were no other people in attendance regarding the closure and no objections. A motion was made by Berseth and seconded by Campbell to close the SE corner of section line 34 bordering Ibsen and Mooreton Townships. Vote was unanimous (5-0).

HIGHWAY DEPARTMENT

Highway personnel in attendance were Jesse Sedler and Donnie Witt. Sedler gave the following updates regarding highway activity:

- CR 1 tiling complete, except the portion into Mooreton, hope to be done there by the end of this week.
- Paving is on schedule, rural should be complete first or second week of August, Mooreton expected to be complete August 20th.
- Gravel - 60,000 tons to move
- Box culvert south of Hwy 13 still needs to be installed
- haven't heard back regarding cores for reclamation on CR 2 & CR 10
- the landowners Sedler reached out to regarding ethanol plant expansion don't want to sell, he is exploring other options.

Documents for Flex Funding bridge removals were briefly discussed.

Commissioner Goerger informed Sedler that he received a complaint regarding the west side of CR 19, due to trees in the ditch. He took photos and will share them with Sedler after the meeting.

UNFINISHED BUSINESS

Patty Lies and Jay Townsend, members of the Richland County Board of Health, were present. The Commissioners asked if either of them had any questions for the board. A discussion ensued regarding the Health Departments desire to transition to a Health District and the different options they have.

MISC/CORRESPONDENCE continued

South gave a brief update regarding the NDPIO Annual Conference and ADA digital accessibility compliance.

State's Attorney Kummer presented a Distribution Agreement sent to her from Smith & Strege for a grant that the Richland Wilkin JPA approved for the Wyndmere Senior Citizen Club. The JPA is asking the county to act as a passthrough for the grant as funds must come through a government entity. A motion was made by Berseth and seconded by Campbell to approve Richland County acting as a pass-through entity for the Richland Wilkin JPA matching grant. Vote was unanimous (5-0). Copy attached.

The Commission discussed having only one meeting in November as the first Tuesday of the month is the General Election and there will be election duties to address after. The board will meet once, on Tuesday, November 17, 2026.

Lidgerwood Housing Authority was briefly discussed.

UPCOMING MEETINGS

July

22 Employee Picnic

August

4 Commission Meeting

17 Election Training Grand Forks

18 Commission Meeting

20 5-County Meeting in Milnor (could be the 27th instead, still tentative)

Reports filed: Sheriff's Department – Revenue & Expenses for June 2026 and Tax & Property Department – Revenue Voucher for June 2026.

Meeting adjourned at 9:11 A.M.

ATTEST: _____
Sandy Fossum
Auditor/Administrator

_____CHAIRPERSON
Terry Goerger
Board of Richland County Commissioners

DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is executed as of the 21 day of July, 2026, and is by and between the Richland Wilkin Joint Powers Authority ("Grantor"), Richland County, a North Dakota political subdivision ("Grantee") and Wyndmere Senior Citizens Club, Inc., a North Dakota nonprofit corporation ("WSSC"). The Grantor, Grantee, and WSSC are each a "Party" or collectively are the "Parties".

RECITALS

1. Grantor is the recipient, and the Richland County Auditor ("Auditor") is the depository, of certain funds referenced as the Economic Impact Relief Fund ("Relief Fund") in that certain Settlement Agreement dated the 1st day of February, 2021, between the Grantor and the Metro Flood Diversion Authority ("Diversion Authority"), the Buffalo-Red River Watershed District ("BRRWD"), the City of Wolverton ("Wolverton") and the City of Comstock ("Comstock") (the "Settlement Agreement"); and,
2. Among other intents and purposes, as stated in Section 2.02 of the Settlement Agreement, the Settlement Agreement was executed to "acknowledge the Diversion Authority's need and ability to design, finance, develop, construct, operate, and maintain the Comprehensive Project; to acknowledge and fairly protect and compensate the Non-Diversion Authority Parties and their constituencies and minimize, protect, and compensate upstream individuals, landowners, entities, and political subdivisions from the impacts of the Comprehensive Project; and, to ensure that the Non-Diversion Authority Parties do not engage in Interference Actions." Also, the Settlement Agreement further provided: "[t]his Settlement Agreement is intended to fully resolve and settle any and all disputes, claims and/or causes of action arising from or relating to the design, construction, financing, operation, and maintenance of the Comprehensive Project as between and among the Parties"; and,
3. "Interference Actions" as defined in the Settlement Agreement and as used in this Agreement means: "commencing or participating in any and all proceedings adverse to the Comprehensive Project, including but not limited to litigation, lobbying, enacting, or enforcing local ordinances, local legislation, or invoking/using any federal, state, or local administrative activities, remedies, processes, or proceedings to prevent, delay, or encumber the Comprehensive Project from being designed, financed, constructed, operated, or maintained in accordance with the terms and conditions of this Settlement Agreement, the MDNR Permit, ND OSE Permits, and federal permits for the Comprehensive Project"; and,
4. "Comprehensive Project" as defined in the Settlement Agreement and as used in this Agreement means: "the LPP Flood Risk Management Features and the Recreation Features as generally described in the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019, also known as Plan B"; and,

5. The Settlement Agreement provides, among other things, that the Relief Fund may be used as follows:
 - a. “for Richland County and Wilkin County to be used for public infrastructure”,
 - b. “for economic assistance and infrastructure to be used by various political subdivisions within Richland County and Wilkin County”,
 - c. “exclusively for public purposes including economic assistance and infrastructure purposes”.(hereafter “Permitted Use”); and,
6. The Settlement Agreement provides that no portion of the Relief Fund may be distributed “as gifts or compensation to private individuals, businesses or corporate entities”, but it is not a violation of the terms of the Settlement Agreement “to the extent that distribution of assistance exclusively for public purposes creates benefits that may flow down to individuals, businesses, or corporate entities as a result of said economic assistance and infrastructure”

(hereafter, “Prohibited Use”); and,
7. The Settlement Agreement provides that as a condition of receiving a distribution from the Relief Fund, a Grantee may not undertake an Interference Action.
8. The Settlement Agreement also provides that Distribution Agreements that provide for distributions from the Relief Fund to a grantee must contain certain representations and agreements by the grantee, including a “Clawback Clause”; and,
9. This Agreement provides for distributions from the Relief Fund to the Grantee in compliance with the terms of the Settlement Agreement.

AGREEMENT

Based upon the mutual promises, representations and agreements stated herein, the Parties agree as follows:

1. **Recitals.** The Parties have read, understand and agree with all of the statements and the definitions stated in the Recitals, said Recitals being specifically incorporated within this Agreement.
2. **Grant.**

The Grantor makes the following distribution to be used for the following project and purposes (the “Project”):

A loan of \$100,000.00 to be distributed in 10 equal annual payments of \$10,000.00 to Richland County. Richland County shall use the loan proceeds solely to service a Lincoln

State Bank loan (“LSB Loan”) obtained by WSSC. The LSB Loan will be utilized by WSSC to construct a new senior citizens’ building located in Wyndmere, North Dakota (the “New Building”). Additional terms are as follows:

- a. The loan shall be secured by a mortgage on the New Building real estate. The loan shall be secondary only to Lincoln State Bank’s first mortgage. WSSC shall provide an up to date title review and title opinion to RWJPA that is substantively satisfactory to RWJPA prior to any disbursement of funds.
- b. The loan shall accrue interest at a rate of 2% per annum.
- c. The outstanding balance on the loan shall be fully due and payable upon the earlier of the following: (i) upon the New Building no longer being utilized for the purpose of promoting senior citizen activities, (ii) upon the WSSC’s sale of the New Building, or (iii) upon WSSC filing for bankruptcy.
- d. The outstanding balance on the loan shall be forgiven on January 2, 2037, if WSSC is continuing to own and operate the New Building for the purpose of promoting senior citizen activities.
- e. Upon completion of the New Building construction, WSSC shall transfer the following described real property (the “Old Property”) to the City of Wyndmere, North Dakota (“City”) for no additional consideration:

The South Twenty-three (23) Feet of Lot Three (3) in Block Five, and the North Six (6) Feet of Lot Four (4) in Block Five (5) of the Plat of “East Wyndmere” in the Village (now city) of Wyndmere, County of Richland, State of North Dakota.

The transfer of the Old Property to the City is subject to the following conditions and contingencies, which must be met to the satisfaction of the City before any transfer to the City may be made:

- i. The City is satisfied that the zoning for the Old Property allows City to use the Old Property in a manner that is satisfactory to City, without any conditions or restrictions.
- ii. The City obtains an ALTA/ACSM survey or boundary survey of the Old Property that illustrates boundaries and locations of improvements and easements that are satisfactory to the City. The City shall pay all survey costs.
- iii. The environmental condition of the Old Property, as shown by an environmental site assessment prepared by a company selected by the City, which is satisfactory to the City. The City shall pay for said environmental site assessment.

- iv. The City secures an inspection of the Old Property, including a structural and systems inspection, which inspection reports a property condition which is acceptable to the City. The City shall pay for said inspection.

Any funds received by the Grantee and/or WSSC pursuant to this Agreement are hereafter referred to as the “Grant”. Grantee and WSSC agree to sign such other Grantor provided documentation and agreements to facilitate, complete, and close the transaction outlined in this Agreement.

3. **Origination Fee.** Grantee shall pay a one-time \$500.00 origination fee to RWJPA within ten (10) days of execution of this Agreement.
4. **State Law.** All distributions and uses thereof shall be made or used in accordance with the laws of the State of North Dakota, and in the case of distributions made to Minnesota political subdivisions, also in accordance with the laws of the State of Minnesota.
5. **Permitted Use.** The Grantee and WSSC will only use the Grant for a Permitted Use.
6. **Prohibited Use.** The Grantee and WSSC will not use the Grant for a Prohibited Use.
7. **Interference Action.** The Grantee and WSSC shall not commit or undertake an Interference Action.
8. **Clawback Clause.** If the Grantee or WSSC commits or undertakes an Interference Action, the Grantee must repay the full amount of the Grant to the Grantor plus liquidated damages of ten percent (10%) of the amount of the Grant to the Diversion Authority (said 10% amount is called “Liquidated Damages”) (this section is called the “Clawback Clause”).
9. **Third-Party Beneficiary.** The Settlement Agreement provides that the Diversion Authority is granted “the status of Third-Party Beneficiary under the Distribution Agreement with the right to enforce Interference Action provisions of the Distribution Agreement”, and therefore, in the event the Grantee or WSSC undertakes an Interference Action, the Diversion Authority has the power to sue for repayment of the Grant and for Liquidated Damages pursuant to the Clawback Clause as if it were a party to this Agreement. Grantee and WSSC acknowledge and agrees that the Diversion Authority has said Third-Party Beneficiary status and independent right to directly sue the Grantee and WSSC under the Clawback Clause with or without the cooperation of the Grantor.
10. **Audit.** The Settlement Agreement provides that “[t]he State of North Dakota will have the authority to audit the Relief Fund and to request reports as to how the funds have been spent.” Grantee and WSSC shall cooperate in good faith with that State of North Dakota in any audit the State conducts and shall provide information and documents as requested by the State. Further, within ten (10) working days after written request, Grantee and WSSC shall provide whatever information or documents requested by Grantor or the Diversion Authority to confirm Grantee’s and WSSC’s compliance with the terms of this Agreement.

11. **Remedies.** Grantor shall have all remedies under law or in equity to enforce the terms of this Agreement, including, but not limited to, the right to collect damages, the right to an injunction and the right to specific performance. The Parties agree that damages alone are not an adequate remedy for Grantee's and/or WSSC's breach of this Agreement and that injunctive relief shall be available as a remedy, in addition to damages, for any violation of this Agreement by the Grantee and/or WSSC.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties regarding the subject matter hereof. There are no verbal agreements that change this Agreement. No representation, promise, warranty, condition, understanding or agreement of any kind in connection with the subject matter hereof shall be binding on the Parties hereto unless expressly set forth herein.
13. **Modification.** No change or modification of this Agreement shall be valid unless the same be in writing and signed by all the Parties to this Agreement.
14. **Waiver.** No waiver of any of this Agreement's terms will be effective unless the waiver is contained in a writing executed by the Parties.
15. **Hold Harmless/Indemnification.** Grantee and WSSC shall indemnify, defend, and hold Grantor, Grantor's member entities (Wilkin County, Minnesota and Richland County, North Dakota), its board members, employees, agents, and assignees harmless from any and all liabilities, costs and fees (including reasonable attorney's fees) arising out of or relating to (a) Grantee's and/or WSSC's breach of this Agreement, including, but not limited to, liabilities, costs and fees relating to a State of North Dakota audit or a claim by the Diversion Authority that Grantee breached this Agreement or that Grantee's and/or WSSC's actions caused a breach of the Settlement Agreement by Grantor, (b) any and all claims, liabilities, demands, actions, damages, losses, costs and expenses, including reasonable attorney's fees for the defense thereof, arising out of or related to Grantee's and/or WSSC's use of the Grant funds (the "Project"), or (c) from any act, omission, or negligence of Grantee and/or WSSC on or affecting the Project, including any real property related to the Project (the "Premises"). In case of any action or proceeding brought against Grantor by reason of any such claim, upon notice from Grantor, Grantee covenants to defend such action or proceeding by counsel reasonably satisfactory to Grantor. Grantor shall not be liable and Grantee and WSSC hold Grantor harmless and waives all claims for damage to persons or property sustained by Grantee/WSSC or Grantee/WSSC's employees, agents, contractors, customers, servants, sublessees, invitees or licensees, on or about the Premises or resulting from the disrepair of the Premises or any building or equipment located thereon or resulting from any accident on or about the Premises.
16. **Enforcement Costs.** If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement by the Grantor, the Grantee, or WSSC, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition

to any other relief to which that party may be entitled. This provision only applies to the Grantor, Grantee, and WSSC and does not apply to the Diversion Authority.

17. **Authority.** Grantee and WSSC represent and warrant that they have granted the undersigned the necessary authority to sign this Agreement and bind the Grantee and WSSC to the terms of this Agreement.
18. **Duration.** This Agreement shall remain in full force and effect so long as the Comprehensive Project is in operation.
19. **Assignability.** Grantee and WSSC may not assign this Agreement without the advanced written consent of Grantor.
20. **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto confirm that any facsimile or scanned copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

Dated as of the date first above written.

[The remainder of this page is intentionally left blank.]

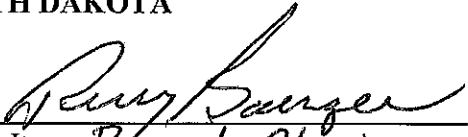
Signature page to Distribution Agreement between RWJPA, Richland County, and WSSC.

**GRANTOR: RICHLAND-WILKIN
JOINT POWERS AUTHORITY**

By  _____
Nathan Berseth, its Chairman

Signature page to Distribution Agreement between RWJPA, Richland County, North Dakota, and WSSC.

GRANTEE: RICHLAND COUNTY,
NORTH DAKOTA

By 
Its Board Chairman

Signature page to Distribution Agreement between RWJPA, Richland County, North Dakota, and WSSC.

WYNDMERE SENIOR CITIZENS
CLUB, INC.:

By Judy Swanson
Its President