

**RICHLAND COUNTY BOARD OF COMMISSIONERS  
MARCH 17, 2026**

The Richland County Board of Commissioners met at 8:00 A.M. On March 17, 2026 at the Richland County Courthouse with Commissioners Terry Goerger, Nathan Berseth, Rollie Ehlert (via Teams), Tim Campbell, and Perry Miller. Others included Administrative Personnel Fossum and South, State's Attorney Kummer, Brett Lambrecht, Jesse Sedler, Jordan Krump (via Teams), Nic Olson, Erin Vrchota, and Daily News Reporter Manisha Reddy.

Commissioner Goerger called the meeting to order at 8:00 A.M. A motion was made by Miller and seconded by Berseth to approve the agenda. Vote was unanimous (5-0).

**PUBLIC COMMENT**

There were no requests submitted for public comment.

**MISC/CORRESPONDENCE**

A motion was made by Berseth and seconded by Campbell to approve a gaming site authorization for the Chahinkapa Zoo Association at Terrace Lanes/Alley Cat Lounge. Vote was unanimous (5-0).

Fossum informed the Commission that the City of Lidgerwood sent a letter indicating they would like to purchase the foreclosed property located in Lidgerwood that did not sell at the county tax sale. A motion was made by Berseth and seconded by Miller to approve the purchase of foreclosed property 47.0001.02812.000 by the City of Lidgerwood for \$1.00. Vote was unanimous (5-0).

Fossum informed the Commission that the City of Mooreton approved, signed, and returned the Loan Agreement for the CR 1 Project (copy attached).

**HIGHWAY DEPARTMENT**

Sedler gave the following updates regarding highway activity:

-received MOU from Wilkin County Highway regarding shared bridge maintenance and inspections. A motion was made by Campbell and seconded by Berseth to approve Sedler signing an MOU with Wilkin County Highway regarding the inspection and maintenance of shared bridges in the two counties. Vote was unanimous (5-0) (copy attached).

- CR 1 project went out for bid last Wednesday, will be due April 6<sup>th</sup>
- Sedler would like Richland County to purchase base stabilizer for CR 1 project instead of contractor; it is cheaper and will get free totes of stabilizer which can be used to touch up CR 2. Sedler said the cost is approximately \$134,000 and is already in his 2026 budget. A motion was made by Berseth and seconded by Campbell to approve the purchase of base stabilizer for CR 1 project by the Highway Department. Vote was unanimous (5-0).
- Water Board met yesterday; the Goering's want a stronger bridge in Summit Township. Sedler said he called the state after the meeting for clarifications on their report. Sedler will bring his recommendations for the bridge back to the Water Board.

Commissioner Berseth exited the meeting at 8:19 A.M.

Sedler reported that Otter Tail Power Company sent him a Road Usage Agreement regarding the haul roads planned for the Solar Farm in Abercrombie Township. Sedler forwarded the agreement to State's Attorney Kummer for review prior to the meeting; Kummer stated she did not have any issues with the agreement. A motion was made by Miller and seconded by Campbell to approve Sedler signing a Road Usage Agreement with Otter Tail Power Company for the Solar Farm in Abercrombie Township. Vote was unanimous (4-0) (copy attached).

Commissioner Berseth re-entered the meeting at 8:23 A.M.

### **CITY OF HANKINSON – DEMOLITION ASSISTANCE**

Jordan Krump, Mayor of Hankinson, joined the meeting via Teams. Krump said the city owns a delapidated property on main street that they want to tear down so new housing can be built in its place. The City of Hankinson would like assistance from the county with the cost of the demolition. The City of Hankinson provided a bid from JBX prior to the meeting. A motion was made by Ehlert and seconded by Berseth to approve covering 50% of the demolition cost up to \$10,000 for property owned by City of Hankinson; and reimbursing the other 50% if there is new home on the lot within three years. On a roll call vote, vote was unanimous (5-0).

### **OTTER TAIL POWER COMPANY – UPDATE ON BIG STONE SOUTH TO HANKINSON TO BISON TRANSMISSION LINE PROJECT**

Nic Olson and Erin Vrchota were present from Otter Tail Power Company. Olson gave updates on the information that OTP gathered in their first round of open houses with the Board of Commissioners. Olson reported the approximate turnout for each location was as follows: Milbank 75, Wilmot 75, and Hankinson 70. Olson shared common questions that

were asked during the first round of open houses and shared the answers to those questions with the Commission.

The next round of open houses is scheduled April 7 and 8 at the following locations: Hankinson Community Center on April 7<sup>th</sup> from 11:00 A.M. – 1:00 P.M., Wilmot Community Center on April 7<sup>th</sup> from 4:00 – 6:00 P.M., and Milbank City Hall on April 8 from 11:00 A.M. – 1:00 P.M. Open houses for the north segment of the project will be held later in the year. Public input regarding the project can be submitted on OTP’s website.

**MISC/CORRESPONDENCE continued**

Commissioner Berseth reported that there was one bid received for Legacy Lakes, the project is currently at a stand-still.

**UPCOMING MEETINGS**

March

31 Township Officer Meeting – LEC Community Room

April

7 Commission Meeting

7 Housing Authority

21 Commission Meeting

May

5 Commission Meeting

19 Commission Meeting

Reports filed: Tax & Property Department - Revenue Voucher for February 2026 and Sheriff’s Department – Revenue and Expenses for January & February 2026.

Motion to adjourn by Miller.

Meeting adjourned at 8:57 A.M.

ATTEST: \_\_\_\_\_  
Sandy Fossum  
Auditor/Administrator

\_\_\_\_\_CHAIRPERSON  
Terry Goerger  
Board of Richland County Commissioners

COST PARTICIPATION AGREEMENT

This Agreement, executed this 11 day of March, 2026, by and between the City of Mooreton, North Dakota, a municipal corporation, whose principal address is P.O. Box 723, Mooreton, ND 58061, and the County of Richland, North Dakota, a political subdivision, whose principal address is 418 Second Avenue North, Wahpeton, North Dakota, 57075, provides as follows:

WHEREAS, the City of Mooreton and the County of Richland have planned for the reconstruction of County Road 1 through the City of Mooreton (hereinafter referred to as the "Project"), altogether with the necessary related work, Project Number CP-0001(026); and

WHEREAS, the City of Mooreton and the County of Richland have reached an understanding with each other regarding the costs and desire to commit that understanding to writing in this Agreement; and

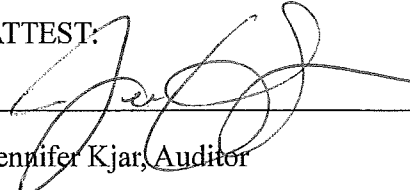
WHEREAS, in the opinion of the city of Mooreton and the County of Richland such agreement is in the best interests of the public;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed as follows:

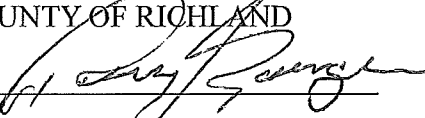
1. The City of Mooreton and the County of Richland enter into an agreement for Richland County to bear all costs incurred for the project.
2. The City of Mooreton and the County of Richland approve the Project, declare its public necessity and authorize the City of Mooreton and the County of Richland to undertake and complete the Project.
3. The City of Mooreton and the County of Richland shall share the costs as set forth below.
4. The City of Mooreton shall pay \$25,000 once construction begins on the Project; the Project begins when the County of Richland starts to incur costs associated with the Project.
5. The County of Richland shall invoice the City of Mooreton \$20,000 each year thereafter for 5 (five) total years. The parties agree that no interest shall accrue on the owed amount. The total paid by the City of Mooreton to the County of Richland will be \$125,000.00.
6. The City of Mooreton represents and warrants to the County of Richland that it has sufficient funds available to pay its obligations under this Agreement and will pay to the County of Richland all sums due within 30 days of receipt of invoices.

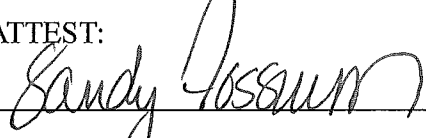
CITY OF MOORETON

By   
Mayor Neil Klosterman

ATTEST:   
Jennifer Kjar, Auditor

COUNTY OF RICHLAND

By   
Terry Goerger, Chairman of Commission

ATTEST:   
Sandy Fossum, Auditor/Administrator

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## MEMORANDUM OF UNDERSTANDING

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Between Richland County, North Dakota and Wilkin County, Minnesota

To coordinate and improve border bridge ownership, maintenance, and inspection between the two states regarding FHWA memorandum HIBS-30 dated February 9, 2018, for the bridges listed below.

### I. Parties

The Parties to the Memorandum of Understanding (MOU) are the neighboring counties sharing common border bridges between the two states.

### II. Purpose

The purpose of the MOU is to determine ownership, maintenance responsibilities, and inspection requirements between the bordering states pertaining to bridges that cross the state line.

### III. Responsibilities

Bridge (MN)	Bridge (ND)	Ownership	Maintenance	Inspection
84531	39-135-37.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% Wilkin County
84512	39-134-33.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% Wilkin County
84517	39-130-18.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% Wilkin County
84520	39-127-10.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% Wilkin County
84511	39-127-13.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% NDDOT*
84508	39-126-04.0	50% Richland County 50% Wilkin County	50% Richland County 50% Wilkin County	100% NDDOT*

\*Bridge inspections that are the responsibility of NDDOT will be conducted in accordance with the terms and conditions set forth in the LPA Bridge Inspection and Load Rating Agreement executed between the NDDOT and the LPA.

If closure is required, each county will be responsible for closure verification on their respective sides of the border. NDDOT will conduct closure verifications for the ND county in accordance with the terms and conditions set forth in the LPA Bridge Inspection and Load Rating Agreement executed between the NDDOT and the LPA.

### IV. Term

This MOU shall continue in effect unless one of the parties, in writing with 180 days' notice, terminates this MOU in whole, or in part.

### V. Signatory Authority

This MOU is approved and authorized on behalf of each party by:

Richland County Authority

*[Handwritten Signature]*

Date: 3/17/26

Wilkin County Authority

*Troy Wright*

Date: 2/17/26

## Abercrombie Solar ROAD USE AGREEMENT

This Abercrombie Solar Road Use Agreement ("Agreement"), dated as of Mar, \_\_ 2026 (the "Effective Date") is by and between Otter Tail Power Company, a Minnesota corporation ("OTP"), and Richland County, ND (the "Road District"). OTP and the Road District are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A. OTP is currently engaged in the construction of the Abercrombie Solar Facility in Abercrombie Township. OTP will be receiving deliveries of equipment and supplies for the project along County Road 4, County Road 1, County Road 6, and County Road 81 as per Exhibit A (the "Local Roads"). OTP desires to utilize the Local Roads under Road District's authority from the Effective Date through December 31, 2028, for purposes of finalizing deliveries and completion of construction of the Abercrombie Solar Facility.

B. OTP's use of the Local Roads, including use by its subcontractors, suppliers, collectively, "OTP Parties," will include multiple types of delivery vehicles including oversize/overweight transports as permitted by NDDOT.

C. The Parties wish to set forth their understanding and agreements as to the road issues relating to OTP's use of the Local Road.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows herein.

### Section 1.     *Use of the Local Road.*

(a) The Road District hereby grants OTP and OTP's contractors the right to use the Local Roads identified in Exhibit A for deliveries to the Project site ("OTP's Road Operations") and this grant of access to the Local Road terminates on December 31, 2028.

(b) Upon execution of the Agreement, OTP will record through video the current condition of the Local Roads and agrees to restore the Local Roads to equal to or greater condition upon termination of this agreement.

(c) OTP, at its sole expense, will maintain the condition of the road during operations for the duration of the Agreement with the utilization of a road grader.

(d) At all times, the Road District will retain ownership of the Local Road, obligations for its routine or emergency maintenance and repair, and liability for its operation as a public road.

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Section 2. Health, Safety, Security, and Environment.

- (a) Vehicles driven by OTP and OTP's contractors will abide by local, state, and federal speed limit guidelines and other laws applicable to vehicles.
- (b) The axle spacing and weight requirements for all overweight or oversize loads shall be in accordance with North Dakota law.

Section 3. Vehicle Permits. OTP and OTP's contractors shall obtain permits (as applicable) for overweight and oversize vehicles from the North Dakota Department of Transportation.

Section 4. Repair of the Local Road after OTP's Road Operations. In the event the Local Road is damaged by OTP or OTP's contractors, OTP shall be responsible for the repair of the damage to the Local Road to restore the Local Road as nearly as practicable to the condition as existed prior to OTP's Road Operations as determined by the pre-project video condition of the Local Road as mutually agreed upon by OTP and the Road District.

Section 5. Remedies. Each Party shall have and shall be entitled to exercise any and all remedies available to it in law or in equity, including the right of specific performance, all of which remedies shall be cumulative.

Section 6. Insurance. OTP shall maintain liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence covering the activities of OTP contemplated by this Agreement.

Section 7. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

Section 8. Notices. All notices and other communications hereunder shall be in writing and addressed as follows:

If to the Road District:

Richland County  
ATTN: Jesse Sedler – County Engineer  
Telephone: 701-642-7810  
Email: [jsedler@co.richland.nd.us](mailto:jsedler@co.richland.nd.us)

If to OTP:

Otter Tail Power Company  
ATTN: Randy Synstelién  
215 S. Cascade St.  
Fergus Falls, MN 56537  
Telephone: 218-739-8477  
Email: [rsynstelién@otpc.com](mailto:rsynstelién@otpc.com)

Section 9. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 10. *Amendments and Integration.* This Agreement (including Exhibits) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

Section 11. *Approvals.* Whenever the consent or approval of any Party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

Section 12. *Exercise of Rights and Waiver.* The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in force and effect.

Section 13. *Severability.* In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 14. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be as effective as delivery of a manually signed counterpart to this Agreement.

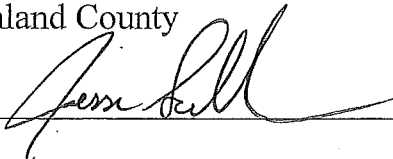
Section 15. *No Third-Party Beneficiary.* No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

IN WITNESS WHEREOF, each Party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

Otter Tail Power Company

Richland County

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Randy Synsteliën

Name: Jesse Sedler

Its: Manager of Development

Its: County Engineer

Exhibit Schedule:

A: The Local Roads

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## Exhibit A: The Local Roads

