

COUNTY COMMISSIONERS

District 1 - Paul Krabbenhoft, Moorhead
District 2 - Ezra Baer, Hawley
District 3 - Jenny Mongeau, Moorhead
District 4 - Kevin Campbell, Moorhead
District 5 - David Ebinger, Moorhead



Clay County Board of Commissioners

8:30 AM, Tuesday, August 25, 2026
Meeting Room A / B – 3rd Floor – Courthouse

AGENDA

1. 8:30 Call to Order

Approval of Agenda

The following Consent Agenda item(s) will be approved along with the regular agenda, unless a Commissioner requests discussion:

a) Approval of the Family Service Center Lease – West Central MN Community Action

Citizens to be Heard

Citizens may share their comments or concerns on any issue that is a responsibility or function of Clay County Government, whether or not the issue is listed on this agenda. Persons who wish to address the Board must fill out a comment card before the meeting begins and give it to the County Board Clerk or the County Administrator. The County Board Chair will ask you to come to the podium, state your name and city of residence, and present your comments. Your comments must be addressed exclusively to the Board Chair and the full Board of Commissioners. Comments addressed to individual Board members will not be allowed. You are encouraged to limit your presentation to no more than three minutes. The Board Chair reserves the right to limit an individual's presentation if it exceeds the allowable time limit, becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of Clay County's responsibilities. Citizens may also complete a form with the following link:

<https://claycountymn.form.transform.civicplus.com/48328>

Approval of Payment of Bills and Vouchers

Approval of Minutes from August 11, 2026

2. 8:35 Request Approval of Resolution 2026-16 to Apply for the Safe and Secure Courthouse Initiative Grant
3. 8:40 Request Approval of the 2026–2029 Snow Removal Services Contract with JT Lawn Services & Landscaping
4. 8:45 Request Approval to Designate Driver's License Agent and Deputy Registrar - Motor Vehicle Service Appointee
5. 8:55 Request Approval to Appoint Jeff Busby to a Three-Year Term on the Planning Commission
6. 9:00 PUBLIC HEARING: ORDINANCE 2026-2. VACATION HOME RENTALS
7. 9:20 Request Approval of the Formation of the Opioid Settlement Fund Workgroup
8. 9:35 Request Approval to Utilize the Minnesota Cyber Response Team
9. 9:40 BREAK
10. 9:45 Budget Presentation - Probation/Department of Corrections
11. 10:15 Committee Reports/County Administrator Update/Discussions

Clay County Courthouse 807 11th Street North, PO Box 280 Moorhead, Minnesota 56560
P (218) 299-5012 F (218) 299- 5195 claycountymn.gov

12. 10:35 Adjourn

Upcoming Meetings/Events

Tuesday, August 25, 1:00-2:30 p.m.	County Board of Commissioners - Work Group Session Clay County Courthouse Meeting Rooms A/B 807 11th St N Moorhead, MN 56560
Tuesday, September 1, 8:30 a.m.	County Board of Commissioners
Tuesday, September 1, 1:00-3:00 p.m.	County Auditor/Treasurer Interviews Clay County Courthouse Meeting Rooms A/B 807 11th St N Moorhead, MN 56560
Wednesday, September 2, 8:00 a.m. - 12:00 p.m.	Clay Soil & Water Conservation District - Fall Tour Pizza Ranch 1504 Center Ave West Dilworth, MN 56529
Monday, September 7, All Day	Holiday - Labor Day/Courthouse Closed
Tuesday, September 8, 8:30 p.m.	County Board of Commissioners
Tuesday, September 15, 8:30 a.m.	County Board of Commissioners
Wednesday, September 16, 10:00 a.m. - Friday, September 18, 11:30 a.m.	AMC Fall Policy Conference Sanford Center 1111 Event Center Dr. NE Bemidji, MN 56601
Tuesday, September 22, 8:30 a.m.	County Board of Commissioners

Agenda Item # a)



CONSENT AGENDA ITEM INFORMATION SHEET

AGENDA ITEM NUMBER AND NAME:

a) Approval of the Family Service Center Lease – West Central MN Community Action

DATE: August 25, 2026

DEPARTMENT: Facilities

ACTION BEING REQUESTED:

Approve Family Service Center Lease – West Central MN Community Action

BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION:

Clay County is requesting Board approval to renew the lease agreement with **West Central MN Community Action** for office space located within the Clay County Family Service Center. The agreement provides approximately **288 square feet of office space** for a term beginning **September 1, 2026, and ending August 31, 2030.**

ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE:

Moorhead Office Lease Agreement

IMPLEMENTATION TIMELINE:

Septemebr 1, 2026.

COST IMPACT/FUNDING SOURCE:

The lease cost is based on **288 rentable square feet**, with the monthly rate increasing annually during the four-year term.

- **Sept. 1, 2026 – Aug. 31, 2027:** \$330/month — **\$3,960 annually**
- **Sept. 1, 2027 – Aug. 31, 2028:** \$378/month — **\$4,536 annually**
- **Sept. 1, 2028 – Aug. 31, 2029:** \$426/month — **\$5,112 annually**
- **Sept. 1, 2029 – Aug. 31, 2030:** \$450/month — **\$5,400 annually**

Note-All lease payments are annual revenue to the Family Service Center Operating Budget.

LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of September 2026, by and between Clay County, a political subdivision of the State of Minnesota, 715 11th Street North, Moorhead, Minnesota 56560 ("Lessor"), and West Central MN Community Action, 715 11th Street North, Moorhead, Minnesota 56560 ("Lessee").

In consideration of the mutual covenants herein contained, Lessor hereby leases to Lessee the following premises:

Suite No. 100, containing approximately two hundred eighty-eight (288) rentable square feet ("RSF"), located within the Clay County Family Service Center at 715 11th Street North, Moorhead, Minnesota 56560 (the "Premises").

The parties acknowledge and agree that two hundred eighty-eight (288) RSF forms the basis for all rental amounts under this Lease.

1. Acceptance of Lease

Lessee accepts the leased premises and agrees to pay rent to Lessor, in advance, at the times and in the manner set forth herein.

2. Term

The term of this Lease shall commence on September 1, 2026, and end at midnight on August 31, 2030.

Either party may terminate this Lease at any time by providing ninety (90) days' written notice. After ninety days from such notice, Lessee shall have no obligation to continue paying rent.

3. Rent

Effective September 1, 2026, through August 31, 2030, Lessee shall pay rent based on 288 rentable square feet ("RSF") in accordance with the following schedule:

Rent Schedule

Lease Year	Rate per RSF	Annual Rent	Monthly Rent
2026	\$13.75	\$3,960.00	\$330.00
2027	\$15.75	\$4,536.00	\$378.00
2028	\$17.75	\$5,112.00	\$426.00
2029	\$18.75	\$5,400.00	\$450.00

The rental rate shall increase effective September 1 of each lease year in accordance with the Rent Schedule above.

Monthly rent shall be equal to one-twelfth (1/12) of the applicable annual rent and shall be due and payable on or before the first (1st) day of each month, commencing September 1, 2026, or upon full execution of this Agreement, whichever occurs earlier.

Taxes and Utilities

- A. Lessor shall pay all real property taxes assessed during the term.
- B. Lessor shall pay all utilities including heat, light, water, and power.
- C. Lessor shall pay casualty insurance for the building and general maintenance.

Lessee shall maintain its own liability and personal property insurance and all business-related expenses, including telephone service.

4. Use of Premises

- A. Premises shall be used solely for the business of West Central MN Community Action unless otherwise authorized in writing by Lessor.
 - B. Lessee shall not use the premises unlawfully or create a nuisance.
 - C. Lessee shall not increase fire hazards or store flammables without consent.
 - D. Lessee shall comply with all laws and regulations.
 - E. Lessee shall not abandon the premises for more than ten (10) days without approval.
 - F. No outside storage without written consent.
 - G. Moving bulky items must occur outside normal business hours.
 - H. Lessee shall comply with building rules. The Clay County Family Service Center is smoke-free except where required by law.
-

5. Repairs and Improvements

A. Lessor is responsible for paint and carpeting. Lessee shall maintain the premises, including mechanical and plumbing systems, at Lessee's expense. No alterations may be made without written approval.

B. Lessor shall maintain exterior walls, roof, gutters, foundation, and sidewalks. Lessor may make repairs or improvements and may enter the premises as necessary.

6. Lessor's Right of Entry

Lessor may enter the premises at reasonable times for inspection or other lawful purposes.

7. Assignment

Lessee shall not assign, transfer, pledge, or sublet the premises without Lessor's written consent.

8. Liens

Lessee shall not permit any lien to be placed upon the building or property.

9. Overloading of Floors

Lessee shall not overload floors. Lessor may hire an engineer to determine risk; Lessee must correct any identified issues.

10. Advertising Signs

Exterior signage requires written approval. Lessee may install permanent suite signs but may not place banners or window signs.

11. Liability Insurance

Lessee shall maintain liability insurance of at least \$1,000,000 per occurrence, naming Lessor as an additional insured.

Lessee shall indemnify and defend Lessor from any claims arising from Lessee's negligence or breach.

12. Fixtures

All improvements, wiring, plumbing, and partitions become property of Lessor unless otherwise agreed.

13. Air and Light

No right to air or light is granted under this Lease.

14. Casualty and Fire Damage

If the building is destroyed, either party may terminate the Lease. If damage exceeds 50% of the building's sound value, Lessor may not elect to repair it. Rent shall abate proportionally to interference with Lessee's use.

15. Waiver of Subrogation

Both parties waive claims against each other for losses covered by fire insurance with extended coverage.

16. Smoking Policy

See Addendum B.

17. Eminent Domain

If all or part of the premises are taken through eminent domain, either party may terminate with 20 days' written notice.

18. Signage Prior to Lease Termination

During the 90 days prior to termination, Lessor may post "For Lease" or "For Sale" signs.

19. Premises on Termination

Lessee shall return the premises broom-clean and in good condition, reasonable wear and casualty excepted.

20. Environmental Warranties

Lessee shall not use or store hazardous materials and shall comply with all environmental requirements.

21. Parking

Employees of FSCCC may not park in designated or east front parking lots. Violators will be towed at their expense.

22. Indemnification

Lessee shall indemnify and hold Lessor harmless from all losses, claims, damages, and environmental liabilities resulting from Lessee's activities.

23. Quiet Enjoyment

Lessor warrants full authority to lease the premises and will defend Lessee's right to quiet enjoyment.

24. Good Faith

Both parties agree to act in good faith in executing and performing this Lease.

25. Attachment, Bankruptcy, and Default

Lessor may terminate for nonpayment, breach, bankruptcy, insolvency, or failure to vacate at expiration.

26. Holding Over

Holding over creates a month-to-month tenancy, terminable at will by Lessor.

27. Waiver

Waiver of a breach does not constitute a waiver of future breaches.

28. Subordination

Lessee's rights are subordinate to any mortgage. Lessee agrees to execute necessary documentation.

29. Miscellaneous

- A. Minnesota law governs this Lease.
 - B. Section headings are for convenience only.
 - C. Obligations are joint and several if more than one Lessee signs.
 - D. Time is of the essence.
 - E. This Lease binds and benefits heirs, successors, and permitted assigns.
-

SIGNATURES

LESSOR

Clay County

By: _____

Its: Chair

Attest:

By: _____

Its: Administrator

LESSEE

West Central MN Community Action

By: 

Its: Board Chair

By: 

Its: CEO

CLAY COUNTY BOARD OF COMMISSIONERS
8:30 AM, TUESDAY, AUGUST 11, 2026
Meeting Room A / B – 3rd Floor – Courthouse
MINUTES

The Clay County Board of Commissioners met in regular session with the following Commissioners present: Paul Krabbenhoft, Ezra Baer, Jenny Mongeau, Kevin Campbell, and David Ebinger. Others present: County Administrator Stephen Larson, County Attorney Brian Melton, Assistant County Administrator Darren Brooke, and Senior Administrative Assistant Sarah Hellem.

Call to Order

Commissioner Mongeau called the meeting to order at 8:30 a.m.

Approval of Agenda

On motion by Commissioner Krabbenhoft, seconded by Commissioner Ebinger, and unanimously carried, the Board approved the agenda.

Citizens to be Heard

There were no citizens to be heard.

Approval of Payment of Bills and Vouchers

On motion by Commissioner Baer, seconded by Commissioner Krabbenhoft, and unanimously carried, the Board approved the bills and vouchers totaling \$1,143,981 from 121 vendors. There were 84 warrants issued under \$2,000 (\$37,369) and the following 37 were over \$2,000.

Sellin Bros Inc	\$ 370,638	Election Systems & Software Inc.	\$ 6,415
MN Counties Computer Coop	\$ 101,974	ALPHA Training & Tactics, LLC	\$ 5,312
Earthwork Services Inc.	\$ 90,949	Dean's Bulk Service	\$ 4,739
Houston Engineering Inc	\$ 81,135	Martodam/Donald	\$ 4,606
Moorhead Public Service	\$ 70,892	Mitchell/Dr. Meghan	\$ 4,366
Advanced Correctional Healthcare, Inc.	\$ 67,325	Code 4 Services, Inc	\$ 4,281
Mn State Auditor	\$ 48,092	Pete's Gas & Service	\$ 4,234
Red River Regional Dispatch Center	\$ 45,328	Fargo Freightliner	\$ 4,131
Prairie Lakes Municipal Solid Waste Auth	\$ 28,055	WEX Bank	\$ 3,727
CAPLP	\$ 26,854	Galls, LLC - 1002151418	\$ 3,591
Trinity Services Group, Inc.	\$ 23,959	Johnson's Auto Repair LLC	\$ 3,482
Clay Co Public Health	\$ 22,385	Clay County Detox	\$ 3,096
City Of Barnesville	\$ 13,474	Clay County Union	\$ 3,012
Larkin, Hoffman, Daly, & Lindgren, Ltd.	\$ 12,433	Fuchs Sanitation Inc	\$ 2,951
Petro Serve Usa-Hwy	\$ 9,385	River Valley Forensic Services, PA	\$ 2,950
Farmers Coop Oil Co	\$ 8,164	C-W Valley Co-Op	\$ 2,698
Forum Communications Printing	\$ 7,748	West Central Regional Juvenile Center	\$ 2,687
Powerplan	\$ 7,145	Ramsey County Finance	\$ 2,240
		Petro Serve USA-SW	\$ 2,146

Approval of Minutes from July 28, 2026

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the minutes from July 28, 2026.

Request Approval of the Medical Examiner Contract Agreement with River Valley

Forensic Services, P.A.

Sheriff Mark Empting stated Clay County has contracted with River Valley Forensic Services, P.A. for medical examiner services for many years and this agreement continues that established service arrangements and is not a request for a new service or program.

Under the agreement, Dr. Kelly Mills will continue to serve as the Clay County Medical Examiner pursuant to Minnesota Statutes Chapter 390. The Medical Examiner is responsible for determining the cause and manner of death, completing death certificates, conducting or arranging autopsies and external examinations, consulting with law enforcement and the County Attorney's Office, and providing testimony when required.

The agreement also designates Dr. Kirstin Howell and Dr. Victor Froloff to assist with providing medical examiner services under the direction and supervision of Dr. Mills.

On motion by Commissioner Ebinger, seconded by Commissioner Krabbenhoft, and unanimously carried, the Board approved the Medical Examiner Contract Agreement with River Valley Forensic Services, P.A. for the continued services of Dr. Kelly Mills, M.D., as the Clay County Medical Examiner.

Budget Presentation - Sheriff's Office

Sheriff Mark Empting, Chief Deputy Chris Martin, Jail Administrator Kari Tuton and Emergency Management Lieutenant Nicole Reno presented the Sheriff's Office Budget for 2026. The Sheriff's budget consists of Law Enforcement, Corrections, and Emergency Management.

Sheriff Empting presented the Law Enforcement budget and discussed the revenue increases and decreases including police relief aid, general service charges, fees for services rendered, rent, transportation restitution, miscellaneous refunds, and miscellaneous revenue - DARE. This results in a projected revenue increase of \$47,906 over 2026. Discussion ensued regarding transportation.

Sheriff Empting further discussed the Law Enforcement expenditure increases for salaries and benefits including salaries regular, salaries overtime, health insurance, PERA, Social Security, Medicare, and Paid Family Medical Leave (PFML). Law Enforcement expenditure increases and decreases include telephone, Association dues, utilities/Moorhead Public Service (MPS), other professional services, training, animal care, impound lot, equipment repair, radio equipment repair, auto repair and maintenance, and equipment over \$500. The projected expenditure increase for all non-salary lines is \$44,800. Discussion ensued regarding ballistic vests and new weapons.

Sheriff Empting discussed U.S. Marshals Task Force, USPS Task Force, Medical Examiner, Red River Regional Dispatch Center (RRRDC), and New World Maintenance for 2027. Discussion ensued regarding the RRRDC and those services. Sheriff Empting lastly touched on one new request which is a Deputy in Court Security.

Chief Deputy Martin presented the Correctional Facility budget and discussed the revenue increases and decreases including general booking fees, and Huber payments. This is a projected revenue decrease of \$15,000 from 2026. Expenditure increases and decreases for salaries and benefits include salaries regular, part time salaries, overtime salaries, health insurance, PERA, Social Security, Medicare, and PFML. Which results in a projected increase

in salaries and benefits in the amount of \$153,189 for 2027. Expenditure increases and decreases include utilities/MPS, gas (Xcel) other professional services, training, prisoner board (meals), prisoner care (medical), and jail supplies. The projected expenditure increase for all non-salary lines is \$365,500. This would be a 6.72% increase. Discussion ensued regarding prisoner board meals, inmate counts, other professional care, and prisoner care medical.

Ms. Tuton stated there is one a new request which is for a new Administrative Sergeant starting April 1, 2027. Discussion ensued regarding this position.

Chief Deputy Marting presented the Emergency Management budget and discussed revenue, and expenditure increases and decreases including the Emergency Management Performance Grant (EMPG), other professional services, office supplies, and gas & oil.

The Board thanked the Sheriff's Office for their presentation and all that they do in the community.

BREAK

The Board took a break from 9:45 a.m. to 9:55 a.m.

Committee Reports/County Administrator Update/Discussions

- Commissioner Ebinger reported on meetings for NW Emergency Communication Board; and met with Jessica Mickelson, Annabel DuFault, and Rory Beil regarding Opioid settlement funds.
- Commissioner Krabbenhoft reported on meetings for Children's Mental Health LAC; met with Jessica Mickelson, Annabel DuFault, and Rory Beil regarding Opioid settlement funds; and Buffalo-Red River Watershed District.
- Commissioner Campbell reported on meetings for Highway Tracking; and Wellhead Protection - Moorhead.
- Commissioner Baer reported on meetings for Heartland Trail task force meeting; and Wellhead Protection - Moorhead.
- Commissioner Mongeau reported on meetings for Highway Tracking; Night to Unite gatherings; FMWF Chamber Board of Directors roundtable; Glyndon Days; and Buffalo-Red River Watershed District.
- County Administrator Stephen Larson reported on meetings for Highway Tracking; Pre-Budget meeting-Social Services; met with Joe Olson on Facilities items; sent the requested MCIT letter; spoke with Tara Jenson regarding Wild Rice Watershed topics; County check-in with Derrick LaPoint; RRRDC discussion; Pre-Budget Meeting-DOC/Probation; check-in with the Sheriff; and heard back from White Earth Nation and we'll schedule a meeting in early October.
- Assistant County Administrator Darren Brooke reported on meetings for Pre-Budget meeting-Social Services; MPELRA Conference; Pre-Budget meeting-DOC/Probation; Labor Discussion with Quinn Jaeger and Anna Moore regarding statutes regarding Social Worker qualifications; met with Social Workers union stewards and Business agent regarding the changes to Social Worker qualifications.

CLOSED SESSION: County Administrator's Annual Evaluation

On motion by Commissioner Ebinger, seconded by Commissioner Krabbenhoft, and

unanimously carried, the Board approved to go into a closed session for the County Administrator's Annual Evaluation at 10:16 a.m.

On motion by Commissioner Campbell, seconded by Commissioner Baer, and unanimously carried, the Board approved to come out of closed session at 11:23 a.m.

Adjourn

The meeting was adjourned at 11:25 a.m.

Jenny Mongeau, Chair
County Board of Commissioners

Stephen Larson, County Administrator

Agenda Item # 2.



BOARD AGENDA ITEM INFORMATION SHEET
5 minutes

AGENDA ITEM NUMBER AND NAME:

2. Request Approval of Resolution 2026-16 to Apply for the Safe and Secure Courthouse Initiative Grant

DATE: August 25, 2026

DEPARTMENT: Facilities

PRESENTER: Joe Olson, Facilities Director

ACTION BEING REQUESTED:

Request Approval of Resolution 2026-16 to Apply for the Safe and Secure Courthouse Initiative Grant

BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION:

The proposed Clay County Courthouse Security Enhancement Project is intended to improve the safety and security of the courthouse for employees, the public, court officials, and law enforcement personnel. The project focuses on strengthening the main security checkpoint and creating better separation between screened and unscreened areas. Improvements include remodeling the lobby security checkpoint, installing Level III ballistic glass and security window film, improving the security desk and officer positioning, adding controlled-access doors and card readers, and completing the necessary electrical work. As shown in the proposed plan, the total project cost is **\$141,693.45**, with a proposed 50% grant share of **\$70,846.73** and a County share of **\$70,846.72**.

These improvements address security needs that have been identified by the **Clay County Sheriff's Office** through its ongoing operation and evaluation of courthouse security. The Sheriff's Office has identified the current courthouse security area as needing improvement to provide better officer safety, visibility, access control, and protection for the public and courthouse staff. In addition, this project will help address several security improvements identified by the **Minnesota Bureau of Criminal Apprehension (BCA)** during its audit. The proposed project and improvements have also been **reviewed and approved by the Clay County Building Committee**. Together, these improvements will address known security concerns and provide a safer, more secure, and better-controlled environment for everyone who works in or conducts business at the Clay County Courthouse.

ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE:

Resolution 2026-16_Clay County 2026 Safe and Secure Courthouse Grant,
Clay_County_Courthouse_Security_Plan_Printable_Final

IMPLEMENTATION TIMELINE:

Upon Board Approval

COST IMPACT/FUNDING SOURCE:

Matching funds for this project are available through **Fund 19 and Fund 13 Capital and Building Improvement Funds**.

MOTION TO BE ADOPTED BY COUNTY BOARD:

Motion to approve **Resolution 2026-16**, authorizing Clay County to apply for the **2026 Safe and Secure Courthouse Initiative Grant** for the proposed courthouse security improvement project.

RESOLUTION NO. 2026-16

**AUTHORIZING APPLICATION FOR THE 2026 SAFE AND SECURE
COURTHOUSE INITIATIVE GRANT PROGRAM**

WHEREAS, the Minnesota Judicial Branch has made funding available through the 2026 Safe and Secure Courthouse Initiative Grant Program to support safety and security improvements in courthouses and other facilities where court proceedings are held; and

WHEREAS, Clay County has identified security improvements at the Clay County Courthouse, including improvements to the public security checkpoint, ballistic glazing, security window film, related electrical work, and card-access improvements; and

WHEREAS, the estimated total project cost is \$141,693.45, with Clay County seeking \$70,846.73 in grant funding and providing a proposed local match of \$70,846.72; and

WHEREAS, Clay County desires to submit an application for funding through the 2026 Safe and Secure Courthouse Initiative Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that the Clay County Board of Commissioners hereby authorizes the submission of an application to the Minnesota Judicial Branch for the 2026 Safe and Secure Courthouse Initiative Grant Program, requesting \$70,846.73 in grant funding for the Clay County Courthouse Security Enhancement Project.

BE IT FURTHER RESOLVED, that this resolution authorizes application for the grant only. Any acceptance of a grant award, commitment of County matching funds, execution of a grant agreement, or authorization to proceed with the project shall be brought back to the Clay County Board of Commissioners for separate consideration and approval.

Adopted by the Clay County Board of Commissioners this _____ day of _____, 2026.

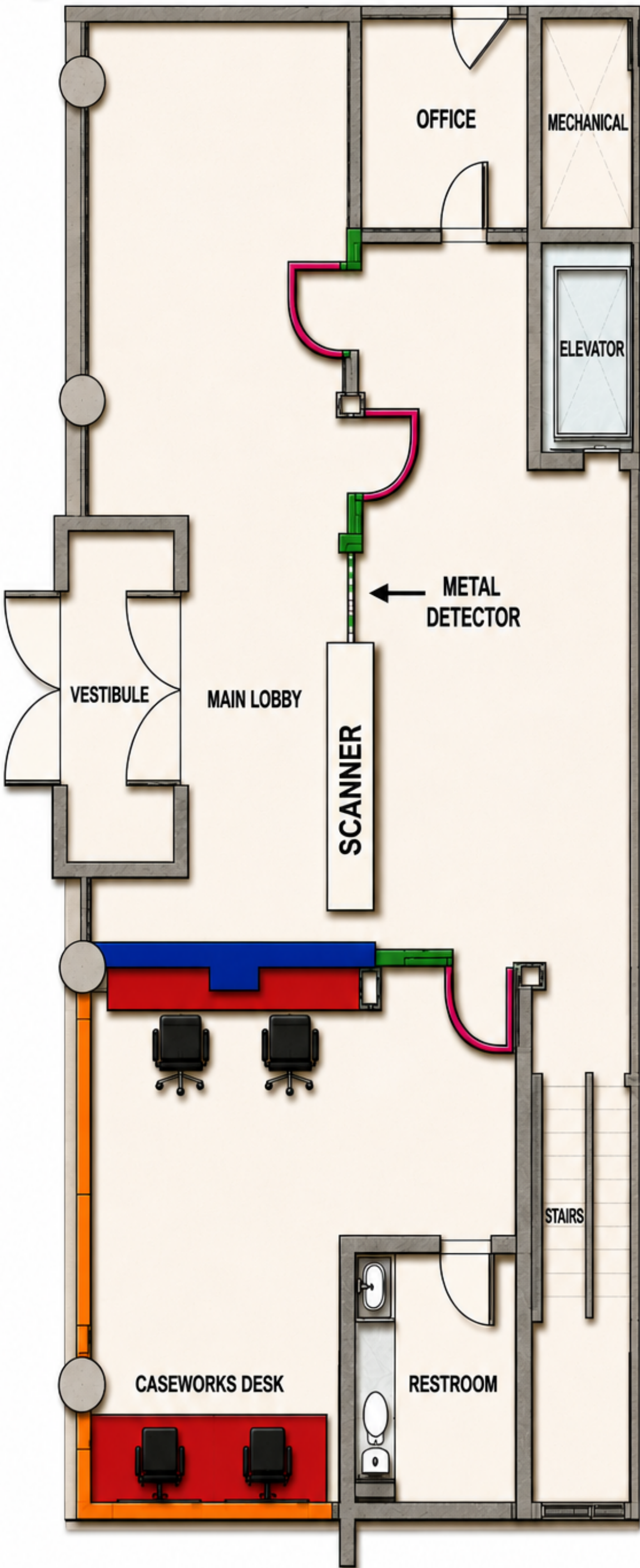
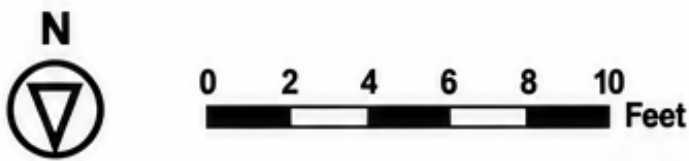
ATTEST:

Chair, Clay County Board of Commissioners

Clay County Administrator

Date

Date



CLAY COUNTY COURTHOUSE COMPREHENSIVE SECURITY ENHANCEMENT PROJECT

PROPOSED SECURITY IMPROVEMENTS PLAN

LEGEND

- BALLISTIC GLASS ADDED
- SERVICE COUNTER WITH BALLISTIC GLASS
- NEW DOORS ADDED
- WALL STRUCTURES ADDED
- CASEWORKS DESK ADDED
- NEW TILE FLOORING

PROJECT COST BREAKDOWN

Budget Summary and Justification

Project Component	Total Cost	Grant Share (50%)	County Share (50%)
Lobby security checkpoint remodel	\$98,450.00	\$49,225.00	\$49,225.00
Level III ballistic glazing	\$25,714.50	\$12,857.25	\$12,857.25
Security window film	\$4,943.95	\$2,471.98	\$2,471.97
Rapid-access gun cabinet	\$2,000.00	\$1,000.00	\$1,000.00
Electrical	\$6,085.00	\$3,042.50	\$3,042.50
Card access	\$4,500.00	\$2,250.00	\$2,250.00
TOTAL	\$141,693.45	\$70,846.73	\$70,846.72

PROJECT SCOPE:

Lobby Security Checkpoint Remodel - \$98,450.00

Construction and related work to reconfigure the public entrance screening area, improve officer positioning and visibility, control visitor movement, support ballistic glazing installation, and create a safer separation between screened and unscreened areas.

Level III Ballistic Glazing - \$25,714.50

Installation of Level III ballistic baffle-style transaction window at the new reception desk and Level III ballistic glass inset into the existing storefront. Includes storefront modifications and retains the existing glass where specified.

Security Window Film - \$4,943.95

Security film on identified courthouse windows to reduce glass fragmentation and increase resistance to impact and forced entry.

Rapid-Access Gun Cabinet - \$2,000.00

Secure storage cabinet for authorized Court Security personnel, located within the protected security area to improve emergency readiness while preventing unauthorized access.

Electrical - \$6,085.00

All demolition and new electrical work needed for the courthouse security improvements.

Card Access - \$4,500.00

Addition of two card access readers as part of the courthouse security improvements.

Agenda Item # 3.



BOARD AGENDA ITEM INFORMATION SHEET
5 minutes

AGENDA ITEM NUMBER AND NAME:

3. Request Approval of the 2026–2029 Snow Removal Services Contract with JT Lawn Services & Landscaping

DATE: August 25, 2026

DEPARTMENT: Facilities

PRESENTER: Joe Olson, Facilities Director

ACTION BEING REQUESTED:

Approve 2026–2029 Snow Removal Services Contract – JT Lawn Services & Landscaping

BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION:

Clay County is recommending JT Lawn Services & Landscaping for the 2026–2029 snow removal contract based on the overall value of its proposal. JT provided competitive pricing, strong experience, and the equipment and resources needed to provide dependable snow removal services across County facilities.

The selection followed the County's normal Request for Quotes (RFQ) process and procurement policy. The RFQ was developed and issued in accordance with the County's procurement requirements for written specifications, competitive quotations, and best-value consideration. Multiple vendors submitted proposals, which were reviewed together by Facilities Director Joe Olson and Operations Supervisor Brian Friedrich. The proposals were compared using the same RFQ criteria, including cost, capacity, experience, and responsiveness. After reviewing the proposals and considering the overall needs of the County, JT Lawn Services & Landscaping was determined to be the best overall selection for the County's snow removal services.

ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE:

Snow_Removal_Services_Agreement_2026_FINAL

IMPLEMENTATION TIMELINE:

Novemeber 1st, 2026

COST IMPACT/FUNDING SOURCE:

Snow removal services are paid through the individual snow removal budget line for each County building. Services will be billed based on the rates established in the contract, as shown below:

Property	Skid	Steer	Compact	Payloader	Payloader	Lot	Treatment	Semi	End-Dump
Clay County Campus	\$135/hr	\$155/hr		\$185/hr	\$775			\$145/hr	
Clay County on 16th	\$135/hr	\$155/hr		\$185/hr	—			\$145/hr	
Government Center	\$135/hr	\$155/hr		\$185/hr	\$175			\$145/hr	

DMV	\$135/hr	\$155/hr	\$185/hr	\$159	\$145/hr
Detox	\$135/hr	\$155/hr	\$185/hr	\$108	\$145/hr

MOTION TO BE ADOPTED BY COUNTY BOARD:
Motion to Approve the 2026–2029 Snow Removal Services Contract with **JT Lawn Services & Landscaping**, as presented.

SNOW REMOVAL SERVICES AGREEMENT

Clay County and JT Lawn Services & Landscaping

This Snow Removal Services Agreement ("Agreement") is entered into by and between Clay County, Minnesota ("County" or "Customer") and JT Lawn Services & Landscaping ("Contractor"). The parties agree as follows:

1. Term and Contract Documents

1.1 Initial Term. The initial term begins November 1, 2026 and continues through March 31, 2029, unless terminated earlier under this Agreement. The term is intended to cover the 2026-27, 2027-28, and 2028-29 winter seasons.

1.2 Optional Renewals. Consistent with the County RFQ, the County may, by written agreement of the parties and subject to required approvals, exercise up to two additional one-year renewals.

1.3 Contract Documents. This Agreement, Exhibit A (Scope, Locations and Pricing), the County RFQ, Contractor's response, and any written amendments approved by both parties constitute the contract documents. If there is a conflict, this Agreement controls unless an amendment expressly states otherwise.

2. Scope of Services

2.1 Snow Removal Services. County engages Contractor to provide snow and ice management services at the County properties listed in Exhibit A, including parking-lot plowing, sidewalk services, lot treatments, and related snow-removal work. Snow-removal service will commence at approximately one (1) inch of snow accumulation, subject to County direction and weather conditions.

2.2 Additional Services / Hauling. Snow hauling is an Additional Service and will be performed only when requested or authorized by the County. When hauling is authorized, Contractor will perform the work promptly after the applicable snow event.

2.3 Equipment and Supplies. Unless otherwise agreed in a separate writing, Contractor shall furnish, at its own expense, the equipment, supplies, labor, and other materials used to perform the Services.

3. Pricing, Invoicing and Payment

3.1 Rates. County shall pay Contractor at the rates stated in Exhibit A. Hourly services are billed for actual hours worked at each site. If multiple pieces of equipment are reasonably needed on a site, Contractor may deploy such equipment and bill at the applicable rates, provided the work is within the authorized scope.

3.2 Hauling Rates. Snow hauling is not included in the standard hourly snow-removal prices. When requested by the County, the rates are \$130.00 per hour for a dump truck and \$185.00 per hour for a loader, unless the specific equipment rate in Exhibit A applies (including the \$145.00 per hour Semi End-Dump rate).

3.3 Invoices. Contractor shall submit an itemized invoice at the end of each month for Services performed during that month, identifying property, date, equipment/service type, hours or treatment, and amount charged.

3.4 Payment. Payment is due within thirty (30) days of the invoice date, subject to County audit, approval, and applicable law. Any late fee, returned-check charge, or recovery of enforcement costs contained in Contractor's proposal shall apply only to the extent permitted by law and approved by the County. Contractor's submitted terms state a late fee at the lower of ten percent (10%) or the highest rate allowable by law, a \$30.00 returned-check charge, and recovery by the prevailing party of litigation costs and attorneys' fees.

4. Performance, Safety and Property Conditions

4.1 Standard of Care. Contractor shall perform the Services in a timely and workmanlike manner using experienced operators and properly maintained equipment.

4.2 Property Damage / Limitation Stated by Contractor. Contractor will exercise ordinary care to avoid damage to curbs, trees, and shrubs. Consistent with Contractor's submitted terms, Contractor does not accept responsibility for damage to landscaping caused by snow piling; damage to snow-covered items that are not visible; damage caused when tree, shrub, or sidewalk areas are not reasonably delineated due to snow accumulation; or damage due to salt use, except to the extent responsibility cannot lawfully be waived or results from Contractor's negligence or misconduct.

4.3 Hazards. The parties acknowledge that plowing may not clear property to bare pavement and slippery conditions may remain after plowing or snow removal. Contractor's submitted terms disclaim responsibility for slip-and-fall or vehicular accidents resulting from naturally occurring winter conditions; this provision applies only to the extent permitted by law and does not excuse Contractor from its contractual duties or responsibility for its negligence or misconduct.

4.4 Extraordinary Weather. Contractor is not responsible for failure or delay caused by acts of God or extraordinary weather conditions to the extent such events make performance impracticable, provided Contractor uses reasonable efforts to continue or resume service.

5. Insurance and Independent Contractor Status

5.1 Insurance. Before beginning work and throughout the Agreement, Contractor shall maintain insurance required by law and any coverage reasonably required by Clay County/MCIT for the Services, and shall provide a certificate of insurance upon request and before execution if required by the County.

5.2 Independent Contractor. Contractor is an independent contractor and is responsible for its employees, subcontractors, payroll, taxes, equipment, training, and compliance with applicable laws. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship.

6. Default and Termination

6.1 Contractor Remedy for County Default. Consistent with Contractor's submitted terms, if County defaults under a material term of this Agreement, Contractor may provide ten (10) days prior written notice and may pursue lawful remedies, including collection of unpaid amounts. Termination for a County payment default remains subject to applicable law and County payment procedures.

6.2 Ninety-Day Termination Right. Either party may cancel this Agreement upon ninety (90) days written notice. Consistent with Contractor's submitted provision, such notice may be given during the service months of November 1 through March 31. The parties will cooperate to avoid disruption of essential snow-removal service.

7. Notices

All notices, demands, or other communications required or desired under this Agreement shall be in writing and may be personally served or sent by United States certified or registered mail, postage prepaid, return receipt requested. Personal notice is effective when served; mailed notice is deemed given five (5) days after deposit in the mail.

COUNTY Clay County Attn: County Administrator / Contract Manager 3510 12th Ave S Moorhead, MN 56560 Operational Contact: Joe Olson Phone: 701-361-5020	CONTRACTOR JT Lawn Services & Landscaping Attn: Ryan Torgerson 2618 16th Ave S Moorhead, MN 56560 Phone: 701-238-4836 Operations Manager: Ryan Torgerson
---	---

8. General Provisions

- 8.1 Severability. If any provision is held invalid, the remaining provisions will be construed as if the invalid provision were not included.
- 8.2 No Implied Waiver. A party's failure to insist on strict performance in any instance does not waive future or continuing performance of the same or any other term.
- 8.3 Binding Effect. This Agreement is binding upon and inures to the benefit of the parties and their respective lawful successors and assigns.
- 8.4 Counterparts / Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement. Electronic signatures may be accepted to the extent permitted by County practice and law.
- 8.5 Entire Agreement; Amendment. This Agreement and its incorporated contract documents constitute the entire agreement concerning the Services and supersede prior oral or written agreements on the same subject. Any modification, amendment, or waiver must be in writing and executed by authorized representatives of both parties.
- 8.6 Governing Law and Venue. This Agreement is governed by the laws of the State of Minnesota. Venue for any judicial proceeding shall lie in a court of competent jurisdiction in Minnesota, with Clay County venue where legally proper.
- 8.7 Acknowledgment. Each party acknowledges it has had the opportunity to seek independent legal counsel, understands the significance of the Agreement, and agrees that the Agreement will not be construed more strictly against one party solely because that party prepared a provision.
- 8.8 Records and Audit Trail. Contractor shall provide invoices and supporting records reasonably necessary for County contract administration and audit. County will retain the procurement and contract documentation in accordance with County policy and applicable retention requirements.
- 8.9 Compliance with Law. Contractor shall comply with applicable federal, state, and local laws, regulations, licensing requirements, and safety obligations in performing the Services.

9. Signatures

IN WITNESS WHEREOF, the parties execute this Agreement through their duly authorized representatives.

CLAY COUNTY, MINNESOTA

By: _____
Name: _____
Title: Clay County Board / Authorized Official
Date: _____

JT LAWN SERVICES & LANDSCAPING

By: _____
Name: Ryan Torgerson
Title: Operations Manager
Date: _____

EXHIBIT A

Scope, County Properties and Pricing

Service trigger: approximately 1 inch of snow accumulation.

Included service categories: parking lots, sidewalk services, lot treatments, and authorized hauling.

Property	Skid Steer	Compact Payloader	Payloader	Lot Treatment	Semi End-Dump
Clay County Campus	\$135/hr	\$155/hr	\$185/hr	\$775	\$145/hr
Clay County on 16th	\$135/hr	\$155/hr	\$185/hr	-	\$145/hr
Government Center	\$135/hr	\$155/hr	\$185/hr	\$175	\$145/hr
DMV	\$135/hr	\$155/hr	\$185/hr	\$159	\$145/hr
Detox	\$135/hr	\$155/hr	\$185/hr	\$108	\$145/hr

Additional hauling pricing from Contractor's submitted terms: \$130.00/hour for a dump truck and \$185.00/hour for a loader, when specifically requested by the County. Where the Semi End-Dump equipment category is used, the \$145.00/hour Exhibit A rate applies.

Contractor capacity represented in proposal materials: 28 payloaders, 6 skid steers, 14 sidewalk machines, 6 salt trucks, 3 semi end-dump trailers, 1 semi side-dump trailer, and approximately 2,000 tons of treated salt maintained in inventory during the season.

County authorization. Work outside the stated scope or additional services that materially increase cost must be requested or approved by an authorized County representative before performance, except emergency actions reasonably necessary to protect life or property.

Agenda Item # 4.



BOARD AGENDA ITEM INFORMATION SHEET
10 minutes

AGENDA ITEM NUMBER AND NAME: 4. Request Approval to Designate Driver's License Agent and Deputy Registrar - Motor Vehicle Service Appointee
DATE: August 25, 2026
DEPARTMENT: Auditor-Treasurer
PRESENTER: Chelsea Sylvester, Deputy Auditor MV Supervisor
ACTION BEING REQUESTED: Requesting Approval to Designate Chelsea Lee Sylvester as the Clay County Driver's License Agent and Deputy Registrar - Motor Vehicle Service Appointee
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: As part of Driver & Vehicle Services (DVS) recent review and in preparation for Lori Johnson's upcoming retirement, the State of Minnesota has requested updated documentation identifying the individuals responsible for both the Motor Vehicle Deputy Registrar and Driver's Services agent operations. Requirements provided by DVS includes: • Motor Vehicle Services: A letter from the County or County Board meeting minutes stating who is appointed as being responsible for the Clay County Department of Motor Vehicles and who will be responsible as the Office Supervisor. • Driver Services: A copy of the County Board minutes or approval appointing the Driver's License Agent for the office. Clay County Board of Commissioners will consider the appointment of Chelsea Lee Sylvester, Deputy Auditor MV Supervisor.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: img08132026_0001
IMPLEMENTATION TIMELINE: 08/25/2026
COST IMPACT/FUNDING SOURCE: N/A
MOTION TO BE ADOPTED BY COUNTY BOARD: Motion to Approve the Appointment of Chelsea Lee Sylvester as the Clay County Driver's License Agent and the Motor Vehicle Deputy Registrar Appointee.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Driver Licensing Agent Information Summary



Individual Driver Licensing Agent Information:

Full Name of Agent Chelsea Lee Ann Michelle Sylvester
Agent's Date of Birth 11/11/1975 Telephone number 218-299-7661
Fax number 218-299-7629 E-mail address chelsea.sylvester@claycountymn.gov
Address of existing office 3300 15th Ave N Moorhead MN 56560
County Clay

Please list all states in which the agent has resided during the last five years. _____

North Dakota

Please list any current federal, state, or municipal government agency licenses, certificates or appointments. _____

- ☐ YES ☒ NO Have any of those licenses, certificates, or appointments been subject to cancellation, revocation, suspension or disciplinary action?
- ☒ YES ☐ NO Is the existing office a county licensing bureau?
- ☐ YES ☒ NO Do you have any financial interest as an owner, partner, officer, or five percent shareholder in a driver training or driver improvement clinic? If yes, percentage of interest? _____
- ☐ YES ☒ NO Do you have any financial interest as an owner, partner, officer, or five percent shareholder in an entity that sells insurance? If yes, percentage of interest? _____
- ☐ YES ☒ NO Are you currently the subject of bankruptcy proceedings?
- ☐ YES ☒ NO Have you ever been convicted of a felony?
- Have you ever been convicted of one or more of the following crimes:
- ☐ YES ☒ NO A crime affecting a public officer or employee?
- ☐ YES ☒ NO Theft or a related crime?
- ☐ YES ☒ NO Forgery or a related crime?
- ☐ YES ☒ NO A crime directly relating to the position of a licensing agent?

OPERATING PRACTICES:

State the full names of the designated office manager who actively participates in the acceptance of driver's license applications, who is in the office on a full-time basis, and who is liaison between the office and DVS.

Chelsea Lee Ann Michelle Sylvester

Total number of hours each week the office is open 40

Specify the dollar amount of imprest cash (daily start-up funds) for driver's license \$ 4350.00

☒ YES ☐ NO Do you combine funds from other sources in your cash register or cash receptacle? If yes, attach a written explanation of how you differentiate funds from other sources from driver's license application funds.

- Attach a schedule of the days and hours that the office is open to the public.
- Enclose a floor plan of your office with the area and dimensions of the space allocated for the application area, public service area, and storage area. (If you currently have a variance, enclose a copy of the variance.)
- If you are not an officer or employee of a county or statutory or home rule charter city, you must submit a surety bond that complies with the provision of Minnesota Rules, part 7404.0370, subpart 3.

OFFICE REQUIREMENTS:

☒ YES ☐ NO Do you have a dedicated telephone line for the transmission of application data at each office site?

☒ YES ☐ NO Do you have vision testing equipment?

☒ YES ☐ NO Have you procured and maintained photo identification equipment? If yes, number of units? 2

☒ YES ☐ NO Do you have photo identification equipment provided and maintained by the state?

☒ YES ☐ NO Is the office area for accepting and processing applications at least 100 square feet?

☒ YES ☐ NO Is the office accessible to customers with disabilities?

☒ YES ☐ NO Do you have an indoor or outdoor sign that identifies the office as a location where driver's license applications are taken?

☐ YES ☒ NO Are you located in an office area or building with an entity that sells or serves alcoholic beverages, issues vehicle insurance, or operates a driver training or driver improvement clinic? If yes:

☐ YES ☐ NO Is your office separated from those entities by floor-to ceiling walls?

☐ YES ☐ NO Does it have a separate entrance and a door that can be shut and locked to close off the entire entrance?

SIGNATURE AND NOTARIZATION

I certify that the information contained in this application is true and accurate.

X: _____ Subscribed & sworn
before me: _____
SIGNATURE NOTARY SIGNATURE

Date: _____ Date: _____

County: _____

Date my commission
expires: _____



Application for Driver's License Agent (Continuing Office)

Driver's License Agent Number 614
 Phone Number (218) 299-7661
 Fax Number (218) 299-7629
 E-Mail Address chelsea.sylvester@claycountymn.gov

General Information

1. Minnesota Rules & Statutes: You are responsible to comply with Minnesota Rules Chapter 7404 and Minnesota Statute 171.061. Please read them carefully before filing out this application.

PLEASE TYPE OR PRINT CLEARLY

The individual applying for appointment as a Driver's License Agent must complete this application. Applicant must be 18 years of age or older.

	Sylvester	Chelsea Lee	Ann Michelle
NAME	LAST	FIRST	MIDDLE
DATE OF BIRTH	/ 11 / 11 /1975	PHONE 701	306-4212
ADDRESS	1616 34th Ave S		
	STREET NAME		
CITY	Fargo	STATE	ND ZIP 58104

COUNTY OF RESIDENCE

WORK EXPERIENCE

List most recent experience first
 List each different position separately even in the same organization
 Be complete and accurate
 If you need more space, attach a separate sheet

EXPERIENCE 1

Name of Organization: Clay County
 Location: Moorhead MN
 Supervisor: Lori J Johnson
 Your Job Title Department Supervisor Employment Dates: From (Mth&Yr): 05/2020 To (Mth&Yr): Present
 Major Activities:
 1. Department Leadership
 2. Customer Service & Partnerships
 3. Compliance & Operations

EXPERIENCE 2

Name of Organization: Clay County
 Location: Moorhead MN
 Supervisor: Sheryl Grandbois
 Your Job Title Deputy Auditor Employment Dates: From (Mth&Yr): 01/2013 To (Mth&Yr): 04/20/2020
 Major Activities:
 1. Licensing & Transaction Services
 2. Customer Service & Partnerships
 3. Compliance & Accuracy

LIST STATES OF RESIDENCY FOR THE PAST FIVE YEARS

STATE	DATES OF RESIDENCY
1. North Dakota	
2.	
3.	
4.	

LICENSES

List current licenses with federal, state, or municipal government agencies. Please provide an explanation of any cancellation, revocation, suspension, or other disciplinary proceeding in connection with the license.

License	Date Issued	Expiration Date
1. North Dakota SYL-75-6775	11/06/2023	11/11/2029
2.		
3.		
4.		

CONFLICTING BUSINESS INTERESTS

Do you own or are a partner, officer, or five percent or greater shareholder in an entity that operates a driver training, driver education, or driver improvement clinic or a motor vehicle insurance business?

☒ NO ☐ YES, please specify _____

HISTORY OF DRIVER'S LICENSING AGENT APPOINTMENTS

Have you ever applied for a Driver's Licensing Agent appointment or have held the position of a Driver's Licensing Agent in the past?

☒ NO ☐ YES, please specify _____

OFFICE INFORMATION

PROPOSED OFFICE LOCATION:

ADDRESS: 3300 15th Ave N

CITY: Moorhead

ZIP: 56560

SIGNATURE AND NOTARIZATION

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE.

X:

SIGNATURE

Subscribed & sworn before me:

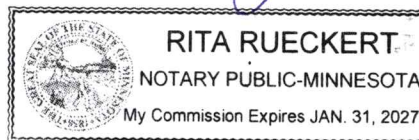
NOTARY SIGNATURE

Date:

Date:

County:

Date my commission expires:





Application for Deputy Registrar

Deputy Office Information

Deputy Number (to be assigned) _____

Location Clay County Department of Motor Vehicle Moorhead _____

Appointee Chelsea Sylvester _____

Phone Number 218-299-7661 _____

Fax Number 218-299-7629 _____

E-Mail Address Chelsea.Sylvester@claycountymn.gov _____

General Information:

1. Minnesota Rules & Statutes: You are responsible to comply with Minnesota Rules Chapter 7406, and Minnesota Statute 168.33. Please read them carefully before filing this application.
2. Please sign the back of this form when submitting this application.

Return completed application to: **Driver and Vehicle Services**
Deputy Registrar Section Suite 185
445 Minnesota St.
St. Paul, MN 55101



Deputy Number: 015

Location: Moorhead

Appointee: Chelsea Sylvester

Fax Number: 218-299-7629

E-mail: chelsea.sylvester@claycountymn

DEPUTY REGISTRAR INFORMATION SUMMARY

This form is designed to assist you in ensuring that your office is in compliance with Minnesota Rules, section 7406.

NAME OF CONTACT PERSON: Chelsea Sylvester

A change requires written notice to the registrar at least 10 days before the change. Reference MSR 7406.0500, subpart 1

TOTAL HOURS OF OPERATION 40

Hours of operation cannot be less than 40 hours a week.

A change requires written notice to the registrar at least 10 days before the change. Reference MSR 7406.0500, subpart 2

Days	Hours
Monday - Friday	8:00-4:30

CLOSE OF RECORDS Time: _____

A change requires written notice to the registrar at least 15 days before the change. Reference MSR 7406.0450, subpart 2

IMPREST CASH (Start-up Funds) Dollar Amount: \$ 4450.00 \$4350.00

A change requires written notice to the registrar before the change can become effective. Reference MSR 7406.0500, subpart 7

FEE RECEIPT SYSTEM

Are you combining funds from other sources in your cash register or cash receptacle? Yes ☐ No ☒

If you answered "yes" you must attach a written explanation of how you differentiate these funds from motor vehicle funds. You must obtain written approval from the registrar. Reference: MSR 7406.0500, subpart 6

PROCESSING AREA

Do you process "uncollected" work (e.g. does a dealer drop off transactions for you to complete)? Yes ☒ No ☐

Processing areas for incomplete work must be in a separate and distinct area. If you answered "yes", you must attach a floor plan of your office space. The plan must include the specific areas and dimensions of the space allocated for the processing area, public services area, and storage area. Reference: MSR 7406.0400, subpart 2

MAIL ORDER TRANSACTIONS Do you accept and process mail transactions? Yes ☒ No ☐

A deputy registrar may mail out inventory to customers provided a record of inventory is maintained. The deputy registrar must pay the replacement cost of inventory lost in the mail. The inventory must be mailed under uniform mailing standards as provided by the registrar. Please refer to the rule for specific details. Reference: MSR 7406.0500, subpart 9

DISABILITY ACCESSIBILITY Does your office comply with the American with Disabilities Act? Yes ☒ No ☐

Reference: MSR 7406.0400, subpart 5

INVENTORY SECURITY

Inventory (registration stickers, plates, etc) must be in a non-public area. Reference MSR 7406.0400, subpart 3

SIGNAGE An indoor or outdoor sign must be displayed to identify the office. Reference MSR 7406.0400, subpart 6

I attest that the information provided above is correct.

Deputy Signature: Chelsea Lee SylvesterDate: 8-13-2026

WORK EXPERIENCE

- ◆ LIST MOST RECENT EXPERIENCE FIRST
- ◆ LIST EACH DIFFERENT POSITION SEPARATELY EVEN IN THE SAME ORGANIZATION
- ◆ BE COMPLETE AND ACCURATE
- ◆ IF YOU NEED MORE SPACE PLEASE ATTACH A SEPARATE SHEET

EXPERIENCE 1

Name of Organization: Clay County

Location: Moorhead MN

Supervisor: Lori J Johnson

Your Job Title: Department Supervisor Employment Dates From: 04/20/2020 To: Present

MO & YR MO & YR

Major Activities:

1. Department Leadership
2. Customer Service & Partnerships
3. Compliance & Operations

EXPERIENCE 2

Name of Organization: Clay County

Location: Moorhead MN

Supervisor: Sheryl Grandbois

Your Job Title: Deputy Auditor Employment Dates From: 01/13/2014 To: 04/20/2020

MO & YR MO & YR

Major Activities:

1. Licensing & Transaction Services
2. Customer Service & Partnerships
3. Compliance & Accuracy

LIST STATES OF RESIDENCY FOR THE PAST FIVE YEARS

STATE	DATES OF RESIDENCY
1. North Dakota	January 1998
2.	
3.	
4.	

LICENSES

List current licenses, with federal, state or municipal government agencies. Please provide an explanation of any cancellation, revocation, suspension, or other disciplinary proceeding in connection with the license.	Date Issued	Expiration Date
1. North Dakota	11/06/2023	11/11/2029
2.		
3.		

CONFLICTING BUSINESS INTERESTS

Do you own or are you a partner, officer or five percent shareholder in a financial institution, motor vehicle dealership, or auto insurance business?

☒ No ☐ Yes, please specify: _____

HISTORY OF DEPUTY REGISTRAR APPOINTMENTS

Have you ever applied for a deputy registrar appointment or have held the position of deputy registrar in the past?

☒ No ☐ Yes, please specify: _____

OFFICE INFORMATION

PROPOSED OFFICE LOCATION: Moorhead Deputy 015

ADDRESS: 3300 15th Ave N

CITY: Moorhead STREET ADDRESS STATE: MN ZIP: 56560

If known, please provide the name, date of birth, and telephone number of the person who will be responsible for the day-to-day operation of the proposed office.

NAME Sylvester Chelsea Lee Ann Michelle

DATE OF BIRTH: 11/11/1975 FIRST MIDDLE PHONE: (701) 306-4212

ADDRESS 1616 34th Ave S

CITY: Fargo STREET ADDRESS STATE: ND ZIP: 58104

SIGNATURE AND NOTARIZATION

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE.

X [Signature] SIGNATURE

Date: 8-13-2026



Subscribed & sworn before me: Rita Rueckert NOTARY SIGNATURE

Date: August 13, 2026

County: Clay

Date my commission expires: January 31, 2027

X _____ SIGNATURE

Date: _____

Subscribed & sworn before me: _____ NOTARY SIGNATURE

Date: _____

County: _____

Date my commission expires: _____

Agenda Item # 5.



BOARD AGENDA ITEM INFORMATION SHEET
5 minutes

AGENDA ITEM NUMBER AND NAME: 5. Request Approval to Appoint Jeff Busby to a Three-Year Term on the Planning Commission
DATE: August 25, 2026
DEPARTMENT: Planning & Zoning
PRESENTER: Matthew Jacobson, Director
ACTION BEING REQUESTED: Appoint Jeff Busby to Clay County Planning Commission.
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Act on Planning Commission recommendation.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: J Busby PC Materials
IMPLEMENTATION TIMELINE: Upon appointment
COST IMPACT/FUNDING SOURCE: Per diem and mileage.
MOTION TO BE ADOPTED BY COUNTY BOARD: Move to appoint Jeff Busby to a three-year term on the Planning Commission.

PLANNING & ZONING

Matt Jacobson, Planning Director

Telephone: (218) 299-7330

Fax: (218) 299-5195



MEMORANDUM

DATE: August 25th, 2026

TO: Clay County Board of Commissioners

FROM: Matt Jacobson, Planning Director

RE: Planning Commission Appointment Recommendation

Clay County received an interest form from Jeff Busby expressing interest in serving on the Clay County Planning Commission. Mr. Busby indicates he is a lifelong rural Clay County resident currently serving as Aggregate Manager for Westlund Excavating. Mr. Busby would bring aggregate/gravel pit experience and perspective to the Commission. Mr. Busby, a City of Hitterdal resident, would fill an open At-Large position on the Commission.

The Planning Commission heard the interest form and made a unanimous recommendation to appoint Mr. Busby to the Commission.

Please find enclosed Mr. Busby's interest form.



PLANNING COMMISSION INTEREST FORM

DATE 8-12-25
NAME Jeffery Busby
TOWNSHIP N/A City Limits of Hitterdal
ADDRESS 304 Front St E
Hitterdal, MN 56552
PHONE (cell) [REDACTED] Home/Work _____
EMAIL ADDRESS [REDACTED]

BACKGROUND INFORMATION / INTERESTS / YEARS LIVING IN CLAY COUNTY:

Aggregate Manager at Westland Excavating
Interests are hunting fishing racing and all
outdoor activities. I have lived in Clay County
for all my life 35 years.

I WOULD BE A GOOD FIT FOR THIS POSITION BECAUSE: I have several
year of gravel pit experience and other excavating
projects.

Any other pertinent information: _____

Mail: Planning & Zoning, PO Box 280, Moorhead, MN 56561-0280
Phone: 218-299-5005
Fax: 218-299-5195
Email: planning@co.clay.mn.us

Agenda Item # 6.



BOARD AGENDA ITEM INFORMATION SHEET
20 minutes

AGENDA ITEM NUMBER AND NAME: 6. PUBLIC HEARING: ORDINANCE 2026-2. VACATION HOME RENTALS
DATE: August 25, 2026
DEPARTMENT: Planning & Zoning
PRESENTER: Matthew Jacobson, Director , Kent Severson, Public Health
ACTION BEING REQUESTED: Act on Planning Commission recommendation to enact vacation home rental regulations in Titles 3 and * of the Clay County Development Code.
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Based on Planning Commission recommendation.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: VHR Text Amendment Meeting Materials
IMPLEMENTATION TIMELINE: Upon passage.
COST IMPACT/FUNDING SOURCE: N/A
MOTION TO BE ADOPTED BY COUNTY BOARD: Move to approve and adopt Clay County Ordinance No. 2026-2 establishing Vacation Home Rental regulations and amending Titles 3 and 8 of the Clay County Code, based on the findings and recommendations of the Planning Commission and the record.

PLANNING & ZONING

Matt Jacobson, Planning Director

Telephone: (218) 299-7330

Fax: (218) 299-5195



MEMORANDUM

DATE: August 25th, 2026

TO: Clay County Board of Commissioners

FROM: Matt Jacobson, Planning Director

RE: PUBLIC HEARING: VACATION HOME RENTAL ORDINANCE AMENDMENTS

At their April 21st, 2026 meeting, the Clay County Planning Commission held a public hearing to consider proposed amendments to Titles 3 and 8 of the Clay County Code establishing regulations for Vacation Home Rentals. After testimony and discussion of the proposed amendments, the Planning Commission recommended adoption of the ordinance amendments to the Clay County Board of Commissioners.

The proposed amendments would establish Vacation Home Rentals as an administrative use in specified zoning districts, establish development and performance standards for Vacation Home Rentals, and add related definitions to the County Code. The definition of Vacation Home Rental would also be added to Title 3-2-5.

At their July 17th, 2026 meeting, the Partnership4Health Community Health Board, consisting of Clay and Becker Counties, also recommended adoption of the proposed Vacation Home Rental ordinance amendments to the Clay County Board of Commissioners.

The proposed amendments are presented as Clay County Ordinance No. 2026-1, *An Ordinance of the County of Clay, State of Minnesota, to Enact Vacation Home Rental Regulations*. If adopted, the ordinance would become effective upon passage.

Please review the record and be prepared to discuss any concerns or issues you may have with this matter at the public hearing on Tuesday, August 25th, 2026.

Text Amendment Record:

1. Ordinance 2026-2
2. Findings of Fact
3. Excerpt of Public Hearing Minutes
4. Staff Presentation to Planning Commission
5. Staff Report

CLAY COUNTY, MINNESOTA
ORDINANCE NO. 2026-2
VACATION HOME RENTALS

**AN ORDINANCE OF THE COUNTY OF CLAY, STATE OF MINNESOTA, TO ENACT
VACATION HOME RENTAL REGULATIONS**

WHEREAS, the County of Clay, State of Minnesota (“County”) is a statutory County duly organized and existing under Article XII of the Minnesota Constitution; and

WHEREAS, pursuant to Minnesota Statutes Chapter 394 and specifically § 394.21, the County has the power and authority to conduct and implement planning activities; and

WHEREAS, the County is a member of the Partnership4Health Community Health Board, together with Becker County; and

WHEREAS, the Clay County Planning Commission, at its April 21, 2026 meeting, held a public hearing on the proposed Vacation Home Rental ordinance amendments and recommended adoption of the ordinance amendments to the Clay County Board of Commissioners; and

WHEREAS, the Partnership4Health Community Health Board, at its July 17, 2026 meeting, recommended adoption of the proposed Vacation Home Rental ordinance amendments to the Clay County Board of Commissioners; and

WHEREAS, the proposed ordinance amendments establish land use standards and permitting requirements for Vacation Home Rentals within Clay County, including requirements related to lodging licensure, noise, parking and site use, property contact information, sewage treatment, solid waste, pets, and County access; and

WHEREAS, the ordinance amendments are to be incorporated into Titles 3 and 8 of the Clay County Code; and

WHEREAS, the County hereby finds and determines that regulation of Vacation Home Rentals is necessary to promote the public health, safety, morals, and general welfare of the County, including the terms and regulations herein;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF CLAY, STATE OF MINNESOTA HEREBY ORDAINS AS FOLLOWS:

Section 1. Use Table 8-1 of Title 8 of the Clay County Code is hereby amended to allow Vacation Home Rental as an Administrative Use in the following zoning districts:

Agricultural General (AG), Agricultural Service Center (ASC), Special Protection – Low Development (SP-LD), Special Protection (SP), Residential District (RD), Resource Protection Wellhead (RP-WHP), Resource Protection Biological (RP-BIO), Resource Protection – Aggregate (RP-AGG), Urban Expansion Tier 1 (UE(T1)), and Urban Expansion Tier 2 (UE(T2)).

Section 2. Section 8-12-2, Definitions, of Title 8 of the Clay County Code is hereby amended to add the following definitions:

OWNER. The property owner of record of real estate located in Clay County.

OWNER’S AUTHORIZED AGENT. A person or persons who has written designation to act on behalf of the owner as placed on record and provided as part of the application process.

VACATION HOME RENTAL (VHR). Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.

Section 3. Section 3-2-5, Definitions, of Title 3 of the Clay County Code is hereby amended to add the following definition:

VACATION HOME RENTAL (VHR). Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.

Section 4. Section 8-8-4(N), General Performance Standards, of Title 8 of the Clay County Code is hereby amended by adding the following standards for Vacation Home Rentals:

All vacation home rentals in Clay County must conform to the following performance standards:

(A) Lodging License Required. No Vacation Home Rental may be operated without a valid Vacation Home Rental Development Permit issued pursuant to this ordinance. A Vacation Home Rental may only be issued when a lodging license has been issued by the regulatory authority with jurisdiction.

(B) Limit. A parcel or lot cannot have more than one (1) Vacation Home Rental unit. A planned unit development with a conditional use permit is exempt from this provision.

(C) Noise. Quiet hours are between the hours of 10 pm and 7 am at which time indoor and/or outdoor activity audible from neighboring property boundaries must not be carried on beyond a general conversation level in a manner that disturbs the peace. The owner or owner’s agent of the vacation home rental is expected and required to enforce this rule.

(D) Parking and Site Use.

1. Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede the ingress or egress of the property.
2. Parking shall not occur on yards, septic systems, or other green space.
3. The owner shall provide a visual demarcation of the property lines. Where property lines are disputed, at the County's discretion, the owner or owner's agent shall contract with a licensed surveyor to conduct a property line location and survey services.
4. Outdoor loitering gathering spaces including, but not limited to, patio areas, fire pits, beaches, shoreline recreation areas, and lawn games must be located in a manner that minimizes direct noise disturbance of adjacent occupied property and is considerate of the neighbors.

(E) Property Contact Information. The owner or Owner's Authorized Agent shall keep on file, with the County, and shall notify each renter, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available twenty-four (24) hours a day, seven (7) days a week, whenever the property is being rented for vacation home rental purposes. The Owner or Owner's Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint.

(F) Sewage Treatment.

1. The vacation home rental must be connected to a compliant subsurface sewage treatment system (SSTS) or served by a private wastewater treatment system.
2. If there is a risk of inadvertent parking on the soil treatment area by guests, the County may require visual demarcation of the soil treatment area in addition to signage stating "Septic System: No Parking".

(G) Solid Waste. The storage, collection, and disposal of garbage, trash and refuse shall be disposed of in a lawful and appropriate manner that does not disrupt neighboring properties.

(H) Pets. If pets are allowed, they must be leashed or within sight of an adult and under verbal command at all times, regardless of distractions. Unauthorized entry onto another person's land is prohibited.

(I) County Access. The owner or the Owner's Authorized Agent shall allow access to the property at a reasonable time for the purpose of inspection upon the request of Clay County.

Section 5. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective and be in force upon passage.

ADOPTED BY THE CLAY COUNTY BOARD OF COMMISSIONERS ON AUGUST 25, 2026.

JENNY MONGEAU, CHAIR
CLAY COUNTY BOARD OF COMMISSIONERS

ATTEST:

STEPHEN LARSON, CLAY COUNTY ADMINISTRATOR

STATE OF MINNESOTA, COUNTY OF CLAY, PLANNING COMMISSION

IN RE: TEXT AMENDMENT TO ORDINANCE

FOR: Amendment to text of the Clay County Land Development Code for Vacation Home Rentals (VHR) in the Agricultural General (AG), Agricultural Service Center (ASC), Special Protection – Low Development (SP-LD), Special Protection (SP), Residential District (RD), Resource Protection Wellhead (RP-WHP), Resource Protection Biological (RP-BIO), Resource Protection – Aggregate (RP-AGG), Urban Expansion Tier 1 (UE(T1)), Urban Expansion Tier 2 (UE(T2)) zoning district(s).

FINDINGS OF FACT AND ORDER

After duly considering the Proposed Text Amendment, Staff Report, testimony at the Text Amendment hearing, and all other files and information of the Clay County Planning and Zoning Office, the Clay County Planning Commission makes the following:

FINDINGS OF FACT

- A. An Amendment was proposed by Clay County, hereinafter “The County”, seeking a text amendment to allow for Vacation Home Rentals as an Administrative Use in the following zoning districts: Agricultural General (AG), Agricultural Service Center (ASC), Special Protection – Low Development (SP-LD), Special Protection (SP), Residential District (RD), Resource Protection Wellhead (RP-WHP), Resource Protection Biological (RP-BIO), Resource Protection – Aggregate (RP-AGG), Urban Expansion Tier 1 (UE(T1)), Urban Expansion Tier 2 (UE(T2)).
- B. A hearing was held on Tuesday, April 21st, 2026 regarding this Amendment. The County was / ~~was not~~ present for the hearing. Others present and offering testimony at the hearing are detailed in the Planning Commission Minutes, which are hereby incorporated by reference.
- C. A Staff Report was prepared relative to the Amendment, dated April 16th, 2026 of which Staff Report is hereby incorporated by reference.
- D. The requested Text Amendment is/is not consistent with the general intent of the Agricultural General (AG), Agricultural Service Center (ASC), Special Protection – Low Development (SP-LD), Special Protection (SP), Residential District (RD), Resource Protection Wellhead (RP-WHP), Resource Protection Biological (RP-BIO), Resource Protection – Aggregate (RP-AGG), Urban Expansion Tier 1 (UE(T1)), Urban Expansion Tier 2 (UE(T2)) Zoning District(s), as defined by the Ordinance.
- E. The Planning Commission, having duly considered the following, makes these applicable Findings: (applicable findings are indicated by “X”, inapplicable findings are indicated by “N/A”):

X **C. Review Standards** In granting a Text amendment, Planning Commission shall consider the effect of the proposed amendment upon the health, safety, morals, and general welfare of occupants of surrounding lands; the effect on existing and anticipated land uses and especially the effect on agricultural uses; the degree to which the Text amendment will affect nonconformities or variance requests.

Approval Finding:

The proposed text amendment supports the health, safety, morals, and general welfare of County residents because it establishes a defined permitting and operating framework for a currently unregulated use, including standards for licensing, noise, parking, sewage treatment, contact response, and County inspection access. The proposed text amendment appears compatible with existing and anticipated land uses, including agricultural uses, because it authorizes only one vacation home rental per parcel, applies operational standards intended to reduce conflicts, and relies on administrative review before the use begins. The amendment is unlikely to increase nonconformities or variance requests in a material way and may reduce them by creating a clear regulatory path for a use that is currently unaddressed in the ordinance.

Denial Finding:

~~The record does not yet demonstrate that the proposed text adequately protects public health and safety because the draft does not expressly address all implementation details, such as occupancy verification, application submittals, and full coordination with other applicable codes and licensing requirements. The proposed text amendment may create land-use conflicts, particularly in agricultural, resource-protection, or shoreland settings, because it allows the use across a broad set of districts without additional district-specific separation, occupancy, or buffering standards.~~

X **1. Burden on Public Utilities:** The development authorized by the Text amendment will not create an excessive burden on any public facilities or utilities.

Approval Finding:

Development authorized by the text amendment will not create an excessive burden on public facilities or utilities because the amendment limits the scale of the use and requires standards for sewage treatment, parking, emergency access, waste handling, and responsible local contact.

Denial Finding:

N/A

X **2. Consistency with Ordinance:** The text amendment is consistent with the general purposes of this Ordinance.

Approval Finding:

The proposed text amendment is consistent with the general purposes of the ordinance because it adds enforceable standards for an otherwise unregulated use in order to protect public health, safety, neighboring properties, and wastewater and site conditions.

Denial Finding:

N/A

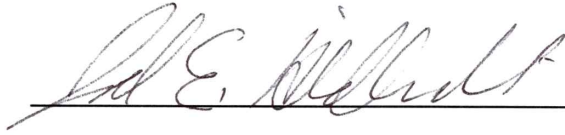
X **3. Conflict with Comprehensive Plan:** The text amendment is consistent with the goals and objectives of the Clay County Comprehensive and Transportation Plan.

Approval Finding:

The proposed text amendment appears consistent with the goals and objectives of the Clay County Comprehensive and Transportation Plan because it promotes orderly, balanced, and accountable land-use regulation for a use that is currently not addressed in the ordinance.

Denial Finding:

N/A



Joel Hildebrandt, Planning Commission Chair

4-21-2026

Date

ATTEST:



Matt Jacobson, Planning Director

4-21-2026

Date

13. Permit shall expire on December 31st, 2037.

14. All refuse, junk, debris, must be removed from the property. Operator must gate the access and post a "No Dumping" sign.

On motion by Jenny Mongeau, seconded by Sebastian McDougall, and unanimously carried, the Planning Commission *GRANTED* the Interim Use Permit with the following 13 conditions:

- 1. Operate within provisions of the Clay County Land Development Ordinance, especially the specific setbacks required for mining operations and batch plants.**
- 2. No part of the mining operation is to encroach further into parts of the property zoned Resource Protection-Biological (RP-Bio).**
- 3. Operator shall control dust and provide necessary maintenance on any/all gravel haul roads. Chloride must be used for dust control within 1000 feet of any residence along the haul road.**
- 4. Operator shall provide proof of NPDES/SDS, Storm Water Management, and Air Quality Permits, as required, to the Planning Office and shall be in compliance with any and all local/state/federal regulating agencies prior to commencing mining operations.**
- 5. Operations must comply with all provisions of the Wetlands Conservation Act.**
- 6. Operator permitted to mine up to 38 acres. If additional acres as proposed to be opened in the future, a new or amended IUP would be required.**
- 7. Operator must post a reclamation bond of \$2,000 per acre.**
- 8. Operator shall reclaim mined out areas as mining activities progress. Areas are to be seeded to native prairie grasses or to landowner's specification upon reclamation.**
- 9. Operator shall provide parking, screening, lighting, drainage, and portable sewer facilities consistent with County regulations as determined by the Planning Department and County Environmental Health Department.**
- 10. Operator to present a detailed mining plan to Planning Office indicating exact area to be mined.**
- 11. Operator shall obtain DNR Appropriation of Public Waters permit and forward copy of permit to Planning Office.**
- 12. Mining operations: January through December; hours of mining crushing, screening, washing and hauling shall be limited to 7:00 AM to 7:00 PM, Monday through Friday, and hauling only from 7:00 AM to 2:00 PM on Saturdays. If the operator needs to operate 24/7 or beyond stated days/hours, they shall first notify the Planning Office with a reason and the length of time requested so the extended hours can be approved and any affected property owners notified.**
- 13. Permit shall expire on December 31st, 2037.**

**CLAY COUNTY – CLAY COUNTY LAND DEVELOPMENT & SUBDIVISION ORDINANCE
AMENDMENT – VACATION HOME RENTALS**

Clay County will consider an amendment to the Land Development & Subdivision Ordinance to enact standards for Vacation Home Rental (VHR) uses.

On motion by Jenny Mongeau seconded by Kurt Skjerven, and unanimously carried, the Planning Commission opened the public hearing.

Matt Jacobson, Planning Director, advised this is a County-initiated Amendment to the Land Development Ordinance and is to add Vacation Home Rental as an administrative use in specified districts and adopt definitions and performance standards requiring a County development permit coordinated with lodging licensing before operation.

The Code currently does not define “Vacation Rental” and does not provide use-specific standards for short-term rental operations. Clay County currently does not have a lot of these properties, especially compared to the lakes counties to our east. A coordinated zoning and licensing framework due to local lodging administration changes in 2026 is necessary to fill a regulatory gap. The amendment addresses the lack of definitions, use permissions, permit standards, and complaint-response requirements for short-term rental activity. Clay County has permitted some short-term rentals but these have basically been through the Home Occupation route where the person doing the renting actually lives onsite. There is also a bed & breakfast permit but it is antiquated.

The following three definitions would be added to the Development Code:

- OWNER: The property owner of record of real estate located in Clay County.
- OWNER’S AUTHORIZED AGENT: A person or persons who has written designation to act on behalf of the owner as placed on record and provided as part of the application process.
- VACATION HOME RENTAL (VHR): Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or less than 30-day time period and is not a bed and breakfast, resort, hotel or motel.

The following Performance Standards are proposed:

- (A) Lodging License Required: No Vacation Home Rental may be operated without a valid Vacation Home Rental Development Permit issued pursuant to this ordinance. A Vacation Home Rental may only be issued when a lodging license has been issued by the regulatory authority with jurisdiction.
- (B) Limit: A parcel or lot cannot have more than one (1) Vacation Home Rental unit. A planned unit development with a Conditional Use Permit is exempt from this provision.
- (C) Noise: Quiet hours are between the hours of 10:00 PM and 7:00 AM at which time indoor and/or Outdoor activity audible from the neighboring property boundaries must not be carried on beyond a General conversation level in a manner that disturbs the peace. The owner or owner’s agent of the Vacation Home Rental is expected and required to enforce this rule.
- (D) Parking and Site Use:
 - 1. Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede the ingress or egress of the property.
 - 2. Parking shall not occur on yards, septic systems, or other green space.
 - 3. The owner shall provide a visual demarcation of the property lines. Where property lines are disputed, at the County’s discretion, the owner or the owner’s agent shall contract with a licensed surveyor to conduct a property line location and survey services.
 - 4. Outdoor loitering gathering spaces including, but not limited to, patio areas, fire pits, beaches, shoreline recreation areas, and lawn games must be located in a manner that minimizes direct noise disturbance of adjacent occupied property and is considerate of the neighbors.
- (E) Property Contact Information: The owner or owner’s authorized agent shall keep on file, with the County, and shall notify each renter, in writing, of the contact information for the Owner or Owner’s Authorized Agent who shall be available twenty-four (24) hours a day, seven (7) days a week, Whenever the property is being rented for vacation home rental purposes. The Owner or Owner’s Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint.

(F) Sewage Treatment:

1. The vacation home rental must be connected to a compliant subsurface sewage treatment system (SSTS) or served by a private wastewater treatment system.
2. If there is a risk of inadvertent parking on the soil treatment area by guests, the County may require visual demarcation of the soil treatment area in addition to signage stating "Septic System: No Parking".

(G) Solid Waste: The storage, collection and disposal of garbage, trash and refuse shall be disposed of in a Lawful and appropriate manner that does not disrupt neighboring properties.

(H) Pets: If pets are allowed, they must be leashed or within sight of an adult and under verbal command at all times, regardless of distractions. Unauthorized entry onto another person's land is prohibited.

(I) County Access: The Owner or the Owner's Authorized Agent shall allow access to the property at a reasonable time for the purpose of inspection upon the request of Clay County.

Director Jacobson also proposed to include prohibited use of recreation vehicles, tents, or fish houses as a vacation home rental or used to obtain an increase to the occupancy. Appropriate septic would cause prohibition of these types of uses.

There is no impact expected to the County Shoreland Ordinance and this is not considered an amendment to the County Shoreland Ordinance.

There have been no calls or complaints to the Sheriff's Office for any Vacation Home Rentals.

No public comments have been received on this proposal.

2045 Comprehensive & Transportation Plan Goals and Objectives reviewed:

Natural Resources: Shoreland and Stormwater

This amendment is especially relevant to the Plan's shoreland goals because vacation home rentals are most likely to arise on lake and river properties. Applying local review and performance standards can help the County continue enforcing shoreland regulations, protection surface water quality, and reduce development pressures or use impacts on sensitive shoreland areas.

Chair Hildebrandt inquired about compliance or grandfathering in current existing Vacation Home Rentals. Director Jacobson advised that all units would need to be licensed regarding the sanitation, septic, water, etc. But grandfathering in properties for licensing will need to be looked at. Director Jacobson advised that the permit would be administered administratively.

Further clarification was given that the first step would be licensing through Environmental Health and that the property could meet all of the standards in the Ordinance for zoning and, once that has been determined, a Permit could be issued.

Commissioner Mongeau included that all sites should be identified so there is a cohesive policy administered to all properties.

On motion by Jenny Mongeau, seconded by Sebastian McDougall, and unanimously carried, the Planning Commission closed the public hearing.

The Findings of Fact and Order were addressed and discussed by the Planning Commissioners as they pertain to the proposed Text Amendment.

The Planning Commission may recommend approval, denial, or continuance of the amendment, based on its evaluation of the request against the Ordinance, prior findings, and overall public health, safety, and welfare considerations. The staff recommendation is to go through the Findings of Fact and Order for the text amendments.

On motion by Sebastian McDougall, seconded by Kurt Skjerven, and unanimously carried, the Planning Commission *APPROVED* to send the Text Amendment to the Board of Commissioners. Note, the final Amendment includes language limiting a parcel or lot to no more than one (1) Vacation Home Rental unit. The paragraph regarding use of recreation vehicles, tents, fish houses, etc., was not included in the final proposal as the restriction of no more than one (1) unit per parcel or lot and the sanitation requirements would already restrict temporary quarters.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- Director Jacobson referred to Commissioner Mongeau regarding the legislative hunting changes regarding shotgun zones. Commissioner Mongeau advised that as of January 1st all counties are now allowed rifles, with the ability to make carved out zones. The Board of Commissioners worked with the Sheriff's Department, the County Attorney and others. There were approximately 60 people at an open hearing two weeks ago, as well as approximately 35 comments received. The County Board made a change to align hunting zones, creating four zones within Clay County.

There are many sentiments on this issue, and the Board of Commissioners received a large amount of testimony from the area residents and hunters.

This issue will be revisited for review in 2027. Clay County is the only county in the State that created special carved-out areas. Commissioner Mongeau believes this does show that the County is proactive and receptive to the feeling and desires of the residents.

ADJOURNMENT:

On motion by Josh Schroeder, seconded by Laura Johnson, and unanimously approved, the meeting adjourned at 8:02 PM.



Laura Johnson, Planning Commission Secretary

Vacation Home Rental Text Amendment

Clay County

Proposed Amendment

- Add Vacation Home Rental as an administrative use in specified districts and adopt definitions and performance standards requiring a County development permit coordinated with lodging licensing before operation.

Why the Proposal?

- Clay County currently does not regulate vacation home rentals, and a coordinated zoning and licensing framework due to local lodging administration changes in 2026 is necessary to fill a regulatory gap.
- The amendment addresses the lack of definitions, use permissions, permit standards, and complaint-response requirements for short-term rental activity.

Existing text / standard	Current code does not define Vacation Home Rental, does not list it in Table 8-1, and does not provide use-specific standards for short-term rental operations.
Proposed text / standard	The amendment would add Vacation Home Rental as an administrative use in specified districts, add definitions in Chapter 8-12, and add new performance standards in Section 8-8-4. It would also tie local zoning approval to issuance of a lodging license by the regulatory authority with jurisdiction.
Expected practical effect	If adopted, the County would have a clear review and enforcement framework for short-term rentals. Property owners would have notice of the rules before operating, and staff would have standards for permit review, complaint response, and coordination with Environmental Health or the applicable lodging licensing authority.

Proposed Definitions

- **OWNER.** The property owner of record of real estate located in Clay County.
- **OWNER'S AUTHORIZED AGENT.** A person or persons who has written designation to act on behalf of the owner as placed on record and provided as part of the application process.
- **VACATION HOME RENTAL (VHR).** Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.

Performance Standards

All vacation home rentals in Clay County must conform to the following performance standards:

(A) Lodging License Required. No Vacation Home Rental may be operated without a valid Vacation Home Rental Development Permit issued pursuant to this ordinance. A Vacation Home Rental may only be issued when a lodging license has been issued by the regulatory authority with jurisdiction.

(B) Limit. A parcel or lot cannot have more than one (1) Vacation Home Rental unit. A planned unit development with a conditional use permit is exempt from this provision.

(C) Noise. Quiet hours are between the hours of 10 pm and 7 am at which time indoor and/or outdoor activity audible from neighboring property boundaries must not be carried on beyond a general conversation level in a manner that disturbs the peace. The owner or owner's agent of the vacation home rental is expected and required to enforce this rule.

Performance Standards

(D) Parking and Site Use.

1. Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede the ingress or egress of the property.
2. Parking shall not occur on yards, septic systems, or other green space.
3. The owner shall provide a visual demarcation of the property lines. Where property lines are disputed, at the County's discretion, the owner or owner's agent shall contract with a licensed surveyor to conduct a property line location and survey services.
4. Outdoor loitering gathering spaces including, but not limited to, patio areas, fire pits, beaches, shoreline recreation areas, and lawn games must be located in a manner that minimizes direct noise disturbance of adjacent occupied property and is considerate of the neighbors.

Performance Standards

(E) Property Contact Information. The owner or Owner's Authorized Agent shall keep on file, with the County, and shall notify each renter, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available twenty-four (24) hours a day, seven (7) days a week, whenever the property is being rented for vacation home rental purposes. The Owner or Owner's Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint.

(F) Sewage Treatment.

1. The vacation home rental must be connected to a compliant subsurface sewage treatment system (SSTS) or served by a private wastewater treatment system.

2. If there is a risk of inadvertent parking on the soil treatment area by guests, the County may require visual demarcation of the soil treatment area in addition to signage stating "Septic System: No Parking".

(G) Solid Waste. The storage, collection, and disposal of garbage, trash and refuse shall be disposed of in a lawful and appropriate manner that does not disrupt neighboring properties.

(H) Pets. If pets are allowed, they must be leashed or within sight of an adult and under verbal command at all times, regardless of distractions. Unauthorized entry onto another person's land is prohibited.

(I) County Access. The owner or the Owner's Authorized Agent shall allow access to the property at a reasonable time for the purpose of inspection upon the request of Clay County.

Optional Performance Standard

Use of recreational vehicles, tents, or fish houses as a vacation home rental or used to obtain an increase to the occupancy allowed is prohibited. Use of said structures or vehicles for overnight or sleeping accommodations is prohibited for a vacation home rental.

Considerations

- Not considered an amendment to the County Shoreland Ordinance.
- No complaints or calls for service regarding VHRs to Sheriff's Office.
- Exact number of VHRs in Clay County not known.

Comments Received

- No comments have been received at this time.

2045 Comprehensive & Transportation Plan Goals and Objectives

Land Use: Residential

The proposed amendment is generally consistent with the Comprehensive Plan because it creates standards for a new residential lodging use rather than leaving that use unregulated. By establishing where vacation home rentals may be allowed and by applying operational and permitting standards, the amendment supports quality rural residential development while helping retain rural character and reduce potential land use conflicts.

2045 Comprehensive & Transportation Plan Goals and Objectives

Natural Resources: Shoreland and Stormwater

This amendment is especially relevant to the Plan's shoreland goals because vacation home rentals are most likely to arise on lake and river properties. Applying local review and performance standards can help the County continue enforcing shoreland regulations, protect surface water quality, and reduce development pressures or use impacts on sensitive shoreland areas.

Recommendation

- The Planning Commission may recommend approval, denial, or continuance of the amendment, based on its evaluation of the request against the Ordinance, prior findings, and overall public health, safety, and welfare considerations. The staff recommendation is to go through the Findings of Fact and Order for the text amendments.



Findings of Fact

Recommended Motion

- For approval:
 - Move to recommend the proposed amendment to the Clay County Board of Commissioners for approval based on the Findings of Fact.
 - Optional: Recommend approval with additional performance standard:
Use of recreational vehicles, tents, or fish houses as a vacation home rental or used to obtain an increase to the occupancy allowed is prohibited. Use of said structures or vehicles for overnight or sleeping accommodations is prohibited for a vacation home rental.
- For denial:
 - Move to recommend the proposed amendment to the Clay County Board of Commissioners for denial based on the Findings of Fact.

PLANNING COMMISSION STAFF REPORT

Land Development Ordinance Text Amendment

Case No.	Amend-001-2026	Meeting Date	April 21 st , 2026
Prepared By	Matt Jacobson, Planning Director & Erika Franck, Planning Technician	Public Hearing Notice Print Date	April, 6 th , 2026

1. Request Summary

Initiating Party: Clay County (county-initiated text amendment; Planning & Zoning and Environmental Health)

Amendment Title or Short Description: Vacation Home Rental permitting, licensing coordination, and performance standards

Code Section(s) Affected: Table 8-1 (Use Table); Section 8-8-4 (new VHR standards subsection); Chapter 8-12 definitions

Request Type: New text and related revisions

Requested Action: Add Vacation Home Rental as an administrative use in specified districts and adopt definitions and performance standards requiring a County development permit coordinated with lodging licensing before operation.

2. Staff Recommendation

Recommendation

- Approval/Continue
- Staff recommends that the Planning Commission forward a recommendation of approval to the County Board, subject to confirmation with the DNR that the proposed amendment would not be considered a shoreland zoning amendment. The amendment fills a current gap in Title 8, creates a defined zoning path for vacation home rentals, and adds operational standards intended to protect neighboring property, public health, and public safety while coupling county zoning with lodging licensing.
- If considered an amendment to shoreland zoning, the proposed amendment must go through the State shoreland ordinance amendment process, and should be continued.

Decision Snapshot

- Why is the amendment being proposed? Clay County currently does not regulate vacation home rentals, and a coordinated zoning and licensing framework due to local lodging administration changes in 2026 is necessary to fill a regulatory gap.
- What problem or ambiguity is it intended to address? The amendment addresses the lack of definitions, use permissions, permit standards, and complaint-response requirements for short-term rental activity.
- Would it change allowed uses, standards, procedures, or definitions? Yes. It would add a new administrative use, add new definitions, and add new performance standards tied to permitting and licensing.
- Does it affect floodplain, shoreland, or feedlot provisions? It does not appear to amend floodplain or feedlot text. Because the use would be allowed in SP-LD and SP districts, staff should treat shoreland review and DNR notice/approval as a required checkpoint unless the DNR Area Hydrologist determines otherwise.
- Public / agency comments summary or "None received": None received in the draft record as of preparation of this staff report.

3. Ordinance Context and Proposed Change

This section summarizes how Title 8 currently regulates use and permitting, how vacation home rentals are treated today, and what the proposed amendment would add.

Current Code Context: Title 8 regulates land use through district regulations, Table 8-1 use permissions, Chapter 8-8 use standards, Chapter 8-11 permitting and procedures, and Chapter 8-12 definitions. Vacation home rentals are not currently defined or listed as an allowed use, so there is no express zoning path for review, permitting, or enforcement of short-term rental activity under Title 8. Development permits are required for development activities, and administrative uses identified in Table 8-1 are decided by the Zoning Administrator.

Purpose of Proposed Amendment: The proposed amendment addresses an existing regulatory gap. Clay County currently does not regulate vacation home rentals. With the reorganization of the community health board in 2026 and the County's interest in coordinating lodging licensing with zoning oversight, staff identified this as an appropriate time to establish clear local standards for operation, review, and complaint response.

Amendment Summary: The amendment would (1) add Vacation Home Rental as an administrative use in the AG, ASC, SP-LD, SP, RD, RP-WHP, RP-BIO, RP-AGG, UE(T1), and UE(T2) districts; (2) add definitions for Owner, Owner's Authorized Agent, and Vacation Home Rental; and (3) create use-specific performance standards addressing licensing, noise, parking, site use, 24/7 local contact, sewage treatment, solid waste, pets, and County inspection access. The draft also includes an optional prohibition on using recreational vehicles, tents, or fish houses to create additional overnight occupancy.

Existing text / standard

Current code does not define Vacation Home Rental, does not list it in Table 8-1, and does not provide use-specific standards for short-term rental operations. Title 8 instead relies on the general district/use structure, development permits, and any listed

	administrative, conditional, or interim use pathways.
Proposed text / standard	The amendment would add Vacation Home Rental as an administrative use in specified districts, add definitions in Chapter 8-12, and add new performance standards in Section 8-8-4. It would also tie local zoning approval to issuance of a lodging license by the regulatory authority with jurisdiction.
Expected practical effect	If adopted, the County would have a clear review and enforcement framework for short-term rentals. Property owners would have notice of the rules before operating, and staff would have standards for permit review, complaint response, and coordination with Environmental Health or the applicable lodging licensing authority.

4. Procedure and Notice Checklist

Use this section to document the procedural items required by Clay County Code § 8-11-9 before final county action. Because the proposed use would be allowed in SP-LD and SP districts, staff should verify whether DNR shoreland review and approval are required before final adoption.

Procedural checkpoint	Done	Notes / Date
Complete petition received	☒	County-initiated amendment. Draft ordinance text and this staff report should be placed in the official file as the initiating materials.
Planning Commission public hearing scheduled	☒	April, 21 st , 2026.
Public hearing notice given under Minn. Stat. § 394.26	☒	To be completed before hearing. Staff should also verify official-control notice requirements under Minn. Stat. § 375.51, subd. 2.
DNR notice sent at least 10 days before hearing, if floodplain or shoreland text is affected	☐	Appears applicable because the amendment would allow the use in SP-LD and SP districts. Send to DNR at least 10 days before the hearing unless DNR Area

		Hydrologist determines otherwise.
MPCA and commissioner of agriculture notice sent, if feedlot regulations are affected	N/A	Not applicable based on the current draft; no feedlot regulation changes are proposed.
Planning Commission written recommendation prepared for County Board	☒	This staff report is drafted for Planning Commission action and forwarding to the County Board.
County Board action prepared; note 4/5 vote requirement for approval	☐	County Board approval of a text amendment requires not less than a four-fifths (4/5) vote under Section 8-11-9.

5. Review Standards and Staff Analysis

Clay County Code § 8-11-9 directs the Planning Commission to consider the effect of the proposed amendment on the health, safety, morals, and general welfare of County residents; the effect on existing and anticipated land uses and especially agricultural uses; the degree to which the amendment will affect nonconformities or variance requests; and other relevant criteria. The Planning Commission may not recommend approval, and the County Board may not approve, unless the required findings are made.

A. Effect on the Health, Safety, Morals, and General Welfare of County Residents

First general review consideration in Clay County Code § 8-11-9.

Key facts from the record	• Title 8 currently contains no express vacation home rental definition or standards. • The draft would require a permit, a lodging license, quiet hours, parking controls, 24/7 contact information, compliant wastewater service, trash handling, pet control, and County inspection access. • Short-term rental activity can create neighbor concerns relating to noise, parking, sanitation, and emergency response if not clearly regulated.
Staff analysis	The proposed standards directly address the types of operational issues most likely to affect public health, safety, and general welfare. Requiring a permit and tying issuance to a lodging license should improve accountability and allow staff to verify minimum

	operating conditions before the use begins.
Draft approval finding	The proposed text amendment supports the health, safety, morals, and general welfare of County residents because it establishes a defined permitting and operating framework for a currently unregulated use, including standards for licensing, noise, parking, sewage treatment, contact response, and County inspection access.
Draft denial finding	The record does not yet demonstrate that the proposed text adequately protects public health and safety because the draft does not expressly address all implementation details, such as occupancy verification, application submittals, and full coordination with other applicable codes and licensing requirements.

B. Effect on Existing and Anticipated Land Uses, Especially Agricultural Uses

Second general review consideration in Clay County Code § 8-11-9.

Key facts from the record	• The use would be allowed as an administrative use in AG, ASC, SP-LD, SP, RD, RP-WHP, RP-BIO, RP-AGG, UE(T1), and UE(T2). • The draft limits each parcel or lot to one vacation home rental unit, except within a planned unit development approved by conditional use permit. • Outdoor gathering areas, parking, and pet control standards are intended to reduce off-site impacts.
Staff analysis	Allowing the use by administrative review gives the County a workable permitting path, but it also places significant weight on clear standards and staff review. The amendment can be compatible with existing and anticipated land uses if the County consistently applies parking, septic, contact, and nuisance-control standards. Because agricultural, resource-protection, and shoreland districts are included, the County should remain attentive to site-specific compatibility and enforcement in rural areas.

Draft approval finding	The proposed text amendment appears compatible with existing and anticipated land uses, including agricultural uses, because it authorizes only one vacation home rental per parcel, applies operational standards intended to reduce conflicts, and relies on administrative review before the use begins.
Draft denial finding	The proposed text amendment may create land-use conflicts, particularly in agricultural, resource-protection, or shoreland settings, because it allows the use across a broad set of districts without additional district-specific separation, occupancy, or buffering standards.

C. Degree to Which the Amendment Will Affect Nonconformities or Variance Requests

Third general review consideration in Clay County Code § 8-11-9.

Key facts from the record	• Vacation home rentals are not currently listed as an allowed use in Title 8. • The amendment would create a defined path for future approvals. • Existing operators, if any, may need to obtain permits or licensing to come into compliance after adoption.
Staff analysis	Creating an express use category should reduce pressure for ad hoc interpretations or requests for relief to accommodate short-term rental activity. Some properties may still need variances for unrelated dimensional issues, but the amendment itself should reduce uncertainty by supplying a direct use classification and operating standards. Staff should decide whether a compliance period or implementation date is needed for existing operators.
Draft approval finding	The amendment is unlikely to increase nonconformities or variance requests in a material way and may reduce them by creating a clear regulatory path for a use that is currently unaddressed in the ordinance.

Draft denial finding	The amendment may increase administrative uncertainty for existing operators if the County does not also clarify how currently operating rentals must come into compliance and whether any transition period will be allowed.
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D. Required Finding 1: Development Authorized by the Text Amendment Will Not Create an Excessive Burden on Public Facilities or Utilities

A recommendation for approval must support this required finding under Clay County Code § 8-11-9.

Key facts from the record	• The amendment limits each parcel to one vacation home rental unit. • It requires a compliant SSTS or private wastewater treatment system. • It requires parking that does not block emergency access or public travel and prohibits parking on septic systems or green space. • It requires lawful trash handling and a responsible owner or agent available at all times during rental periods.
Staff analysis	On balance, the proposed use standards are aimed at preventing excessive impacts on roads, emergency access, wastewater infrastructure, and basic County service functions. Because the amendment regulates existing homes rather than creating a new intensive commercial district, the public-facility burden appears limited so long as septic, parking, and occupancy-related review are adequately handled during permitting and licensing.
Draft approval finding	Development authorized by the text amendment will not create an excessive burden on public facilities or utilities because the amendment limits the scale of the use and requires standards for sewage treatment, parking, emergency access, waste handling, and responsible local contact.
Draft denial finding	The County cannot yet find that public-facility and utility impacts are adequately addressed because the

	draft does not expressly state how occupancy, wastewater capacity, and ongoing operational compliance will be verified for each permitted rental.
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E. Required Finding 2: The Text Amendment Is Consistent with the General Purposes of the Ordinance

A recommendation for approval must support this required finding under Clay County Code § 8-11-9.

Key facts from the record	• Section 8-1-3 states that Title 8 is enacted to promote public health, safety, morals, and general welfare; preserve property values and prime agricultural land; facilitate adequate public facilities; and preserve and enhance surface and ground water quality. • Section 8-11-9 requires consistency with the general purposes of the ordinance. • The proposed VHR standards focus on licensing, parking, noise, wastewater, solid waste, and complaint response.
Staff analysis	The amendment is generally aligned with the purposes of Title 8 because it adds standards intended to manage a land use that otherwise operates without direct zoning standards. The proposed controls are aimed at protecting neighboring properties, supporting enforcement, and reducing risks to water quality and public safety. Final consistency is strongest if the County also confirms shoreland coordination and any needed cross-reference edits.
Draft approval finding	The proposed text amendment is consistent with the general purposes of the ordinance because it adds enforceable standards for an otherwise unregulated use in order to protect public health, safety, neighboring properties, and wastewater and site conditions.
Draft denial finding	The proposed text amendment is not yet shown to be fully consistent with the general purposes of the ordinance because additional revisions may be

	needed to ensure complete coordination with shoreland, permitting, and enforcement provisions.
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F. Required Finding 3: The Text Amendment Is Consistent with the Goals and Objectives of the Clay County Comprehensive and Transportation Plan

A recommendation for approval must support this required finding under Clay County Code § 8-11-9.

Key facts from the record	• The Clay County 2045 Comprehensive & Transportation Plan was adopted in 2022 and is intended to guide development of unincorporated Clay County in a balanced and responsible manner. • The County Planning & Zoning mission and district-purpose sections in Title 8 emphasize public health, safety, orderly development, rural character, and compatibility among uses. • The amendment would regulate an existing market activity rather than leaving it unaddressed.
Staff analysis	The amendment appears generally consistent with the Comprehensive & Transportation Plan because it gives the County a structured way to manage a residential lodging use, address compatibility issues, and coordinate land-use regulation with health and licensing functions. Shoreland zoning needs to be confirmed with DNR.
Draft approval finding	The proposed text amendment appears consistent with the goals and objectives of the Clay County Comprehensive and Transportation Plan because it promotes orderly, balanced, and accountable land-use regulation for a use that is currently not addressed in the ordinance.
Draft denial finding	The record does not yet establish sufficient consistency with the goals and objectives of the Comprehensive and Transportation Plan because the file does not presently identify specific plan policies supporting the proposed district-wide allowance and administrative review structure.

6. Planning Commission Action

Recommended Motion to Forward Approval

“Move to recommend approval of the proposed Land Development Ordinance text amendment as described in the staff report, based on the findings in the staff report and the record.”

Recommended Motion to Forward Denial

“Move to recommend denial of the proposed Land Development Ordinance text amendment as described in the staff report, based on the findings in the staff report and the record.”

Recommended Motion to Continue

“Move to continue the public hearing on the proposed Land Development Ordinance text amendment to May 19th, 2026, to allow additional information or revisions.”

7. Draft Findings Summary

Findings Supporting Approval	Findings Supporting Denial
1. The amendment fills a current gap by establishing standards for a presently unregulated use. 2. The amendment can be compatible with surrounding land uses if staff consistently applies the proposed operating standards. 3. Creating a new use category should reduce interpretive uncertainty and may reduce ad hoc relief requests. 4. The use standards are structured to avoid excessive burden on public facilities and utilities. 5. The amendment is generally consistent with the public-health, safety, and land-use purposes of the Clay County Land Development and Subdivision Ordinance 7. The amendment appears generally consistent with the County’s comprehensive-planning goals, subject to adding plan excerpts to the final record if desired.	1. The draft does not yet fully demonstrate that all public-health and safety issues are operationally addressed. 2. Allowing the use in multiple rural, resource, and shoreland districts may create compatibility concerns without more district-specific standards. 3. Existing operators may face uncertainty absent a clearer compliance timeline. 4. The record may be insufficient to show that wastewater, parking, and occupancy impacts are fully addressed. 5. The draft may need additional coordination with shoreland and enforcement provisions to ensure full consistency with Title 8. 6. The proposed amendment may need more explicit comprehensive-plan support before final approval.

8. County Board Follow-Up

Because the amendment would authorize the use in SP-LD and SP districts, staff should verify and document DNR notice and approval requirements before the ordinance becomes effective.



9. Attachments / Exhibits

1. Draft Amendment

Agenda Item # 7.



BOARD AGENDA ITEM INFORMATION SHEET
15 minutes

AGENDA ITEM NUMBER AND NAME: 7. Request Approval of the Formation of the Opioid Settlement Fund Workgroup
DATE: August 25, 2026
DEPARTMENT: Public Health
PRESENTER: Annabel Dufault, Opioid Program Manager
ACTION BEING REQUESTED: Approve the formation of an Opioid Settlement Fund Workgroup and authorize development of a one-year pilot Request for Proposals (RFP) utilizing up to \$150,000 in opioid settlement funds.
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Clay County continues to receive opioid settlement funds to address the impacts of the opioid epidemic. Public Health is proposing the formation of an Opioid Settlement Workgroup that brings together representatives with relevant professional, community, and lived experience to help identify community needs and priorities, inform the RFP process, and develop recommendations for the use of settlement funds. As an initial strategy, Public Health proposes developing a one-year pilot RFP to make up to \$150,000 in opioid settlement funds available for eligible community-based projects and initiatives consistent with allowable uses of the funds. Funding recommendations resulting from the RFP process would be brought to the County Board for final approval.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: Clay County - Opioid Settlement Workgroup Proposal 8.25
IMPLEMENTATION TIMELINE: Pending County Board approval, Public Health will recruit and convene the Opioid Settlement Fund Workgroup and develop a one-year pilot RFP process. The workgroup will assist in identifying funding priorities and informing development of the RFP. Following release of the RFP, applications will be reviewed and scored, and project funding recommendations will be brought back to the County Board for final approval prior to awarding funds.
COST IMPACT/FUNDING SOURCE: Up to \$150,000 from existing opioid settlement funds. No additional levy or general fund dollars are requested.
MOTION TO BE ADOPTED BY COUNTY BOARD: Motion to approve the formation of an Opioid Settlement Fund Workgroup and authorize Public Health to develop and implement a one-year pilot RFP process utilizing up to \$150,000 in opioid settlement funds.

Clay County Opioid Settlement Funds

Proposed Opioid Settlement Workgroup & RFP Process

Current Funding	Proposal
- Financial balance: \$557,782.31 - Detox/Withdrawal Mgmt charting software: \$19,512 - Available balance: \$538,270 - Approximately \$2.04 million in additional settlement payments currently projected through 2038; projections may change with future settlements and updated payment estimates	- Create an Opioid Settlement Workgroup (Max. 10 members) - Launch a one-year pilot RFP - Request County Board approval to allocate up to \$150,000 for the initial funding cycle

Why a Workgroup?

- Provide a transparent, community-informed funding process
- Review local data and identify funding priorities
- Bring together expertise from multiple sectors
- Recommend investments while the County Board retains final funding authority

Workgroup Purpose	Potential Sector Representation
- Review local data - Identify priorities - Provide input on development of the RFP (drafted by Public Health) - Recommend funding awards	- Public Health (up to 2) - County Commissioner - Human Services - Healthcare - SUD Treatment - Recovery Community - EMS / Fire - Law Enforcement / Corrections - Community-Based Organization - Behavioral Health - Tribal/Cultural Representative <i>**One member may represent multiple sectors.</i>

Proposed Community Investment Process

Review Local Data → Identify Priorities → Develop RFP → Release RFP → Applications Received → Review Panel Scores Applications → Workgroup Recommends Awards → County Board Approves Funding

Proposed scoring review panel: Public Health staff and select workgroup members to help minimize potential conflicts of interest

Preliminary Timeline

Fall 2026	Winter 2026-27	Early 2027
- Form workgroup - Review local data - Identify priorities - Develop RFP	- Release RFP (By Jan 1) - Accept applications (1-2 months – Becker model)	- Review applications - Workgroup recommendations - County Board consideration

Committee Feedback Requested

- Workgroup purpose, structure, and representation
- Overall RFP process and timeline
- County Board involvement (e.g., RFP approval, funding recommendations, final awards)

Agenda Item # 8.



BOARD AGENDA ITEM INFORMATION SHEET
5 minutes

AGENDA ITEM NUMBER AND NAME: 8. Request Approval to Utilize the Minnesota Cyber Response Team
DATE: August 25, 2026
DEPARTMENT: Technology Services
PRESENTER: Jocelyn Sloan, Cybersecurity Analyst
ACTION BEING REQUESTED: Requesting approval to allow the option of using the Minnesota Cyber Response Team, on an as-needed basis, at a yet-to-be-determined time.
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: See attached.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: MNCRT Fact Sheet 2026, MNCRT Recipient of Services Agreement
IMPLEMENTATION TIMELINE: The MNCRT launch date is October 5, 2026. The volunteer team members are expected to be ready and trained by that date.
COST IMPACT/FUNDING SOURCE: No out of pocket costs for this volunteer service.
MOTION TO BE ADOPTED BY COUNTY BOARD: Authorize the Technology Services Staff of Clay County to access the services of the Minnesota Cyber Response Team, on an as-needed basis.

Minnesota Cyber Response Team



 Association of
Minnesota Counties

What is MNCRT?

The Minnesota Cyber Response Team (MNCRT) is a **county-led, volunteer cybersecurity team** that helps Minnesota counties prepare for, respond to, and recover from cyber incidents. It operates through MNCITLA with coordination support from the Association of Minnesota Counties (AMC).

Why This Matters for Counties

- Cyber incidents are increasing in frequency and severity.
- Many counties lack dedicated cybersecurity staff or surge capacity.
- Interconnected state and county systems mean one incident can cascade.
- Counties need immediate, informed guidance during incidents.

Direct Benefits to Counties

- **Immediate Expert Guidance:** Access to vetted county IT professionals who understand county operations.
- **Faster Incident Response:** Clear escalation through the AMC Cyber Hotline and structured advisory support.
- **Improved Readiness:** Assistance completing MNCITLA-sponsored Security Studio cybersecurity assessments before an event occurs.
- **Trusted Information Sharing:** MNCRT services are opt-in, and responders are bound by non-disclosure agreements.
- **Training Opportunities for County IT Staff:** MNCITLA will provide training and certifications for MNCRT responders that they can use in their daily work.

What MNCRT Is and Is Not

MNCRT Is: County-focused, peer-based, non-commercial, and advisory.

MNCRT Is Not: A replacement for county IT staff, cybersecurity insurance, official breach counseling, and forensic investigation.

Takeaways for County Leadership

- Preparation reduces impact.
- Shared models lower cost and risk.
- MNCRT provides practical help when it matters most.
- Participation strengthens statewide resilience.

QUESTIONS? CONTACT NATHAN ZACHARIAS nzacharias@mncounties.org

MINNESOTA CYBER RESPONSE TEAM RECEIPT OF SERVICES AGREEMENT

THIS AGREEMENT is between the Association of Minnesota Counties (“AMC”), 125 Charles Avenue, St. Paul, MN 55105 and **Clay County** (“County”), **PO Box 280, 3510 12th Ave S, Moorhead, MN 56560**, effective upon date of final signature (“Effective Date”).

WHEREAS, AMC, through the Minnesota County IT Leadership Association (“MNCITLA”), offers support to Minnesota county information technology professionals by, among other things, fostering collaboration and pooling resources and knowledge maintained by county information technology professionals; and

WHEREAS, in furtherance of its services to and resources for Minnesota county IT professionals, AMC, through MNCITLA, coordinates a Minnesota Cyber Response Team (“MNCRT”);

WHEREAS, the MNCRT serves as an initial, advisory resource for counties that are or may be experiencing a cyber incident (“Recipient County”) by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals (“MNCRT Volunteers”) employed by Minnesota counties that have agreed to provide services for the MNCRT program (“Provider County”); and

WHEREAS, the County wants the option to receive services offered by the MNCRT in the event County experiences a cyber incident.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, the parties agree as follows:

- 1. Scope of MNCRT Services.** AMC, though the MNCRT, connects Recipient Counties with timely access to MNCRT Volunteers employed by a Provider County who will provide advice to the Recipient County on initial steps to take after discovery of an actual or possible cyber incident impacting the security of the Recipient County’s technology systems and/or data or cyber security. The MNCRT and MNCRT Volunteers’ role is advisory only and the scope of services may include (i) meetings between the County and MNCRT Volunteers to discuss the cyber incident, (ii) guidance on the Recipient County’s response to the cyber incident, including to mitigate damage; and (iii) answering questions from the Recipient County.

The MNCRT and MNCRT Volunteers’ services do not include any work in, on, or within the Recipient County’s data or cyber or technology systems or any reporting or communication with any outside agency or person or otherwise on behalf of the Recipient County.

- 2. County Opt-In.** In the event the County experiences or believes it may be experiencing a cyber incident, by entering into this Agreement, the County will have the right to contact AMC to request MNCRT services consistent with Paragraph 1. The County is not required to accept MNCRT services at any time. By requesting, accepting, and/or receiving MNCRT services, the County understands and agrees as follows:

- a. To receive MNCRT services, the County must complete a cyber incident intake form and submit the form to AMC with two business days of discovering a cyber incident. Upon receipt of a completed intake form, AMC will make reasonable efforts to promptly connect the County with one or more MNCRT Volunteer to assist the County. MNCRT services are dependent upon availability of MNCRT Volunteers and not guaranteed.
- b. MNCRT services are meant to be advisory only and as a first step in responding to a cyber incident. MNCRT Volunteers' services are not meant to be a substitute for consulting or contracting with technology, legal, or communications professionals necessary to properly and fully address, contain, and/or respond to a cyber incident. The County is responsible for taking all appropriate and legally required steps in addressing, containing, and responding to any cyber incident within the County.
- c. MNCRT Volunteers are not or may not be familiar with the County's systems and data and that any advice they provide is meant to be general in nature. The County agrees that it assumes all risks associated with utilizing MNCRT services and agrees to hold AMC, MNCITLA the MNCRT, MNCRT Volunteers, and Provider Counties, and their respective representatives, officers, and agents, harmless from any injury, loss, claims, damages, liability, or costs resulting from any act, omission, or advice provided in the course and scope of this Agreement.

3. AMC's Role. AMC will coordinate the MNCRT services consistent with the following terms:

- a. AMC shall be responsible for: (i) intake of requests for MNCRT services; (ii) notifying MNCRT Volunteers of the request for MNCRT services; and (iii) facilitating any initial contact between MNCRT Volunteers and the Recipient County. AMC does not guarantee the availability of MNCRT Volunteers to provide MNCRT services at the time of the County's request.
- b. AMC shall enter into appropriate agreements with Provider Counties to ensure that only properly credentialed individuals are designated as MNCRT Volunteers. To be considered properly credentialed, MNCRT Volunteers must (i) be an information technology or data security professional, (ii) currently employed by a Provider County, (iii) designated by the Provider County and willing to serve as a MNCRT Volunteer, and (iv) possesses the requisite educational and licensure required by Provider County for employment as an information technology, data security, or cybersecurity professional.
- c. AMC shall require all Provider Counties and MNCRT Volunteers to execute a confidentiality agreement requiring the Provider Counties and MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.

4. **Data Privacy.** The parties understand and agree that the Minnesota Government Data Practices Act (“MGDPA”) applies to Minnesota counties and that creation or exchange of data in the course of providing MNCRT services or as related to this Agreement may be subject to the requirements of that law. The County and all counties involved in the MNCRT are solely responsible for ensuring proper compliance with the MGDPA and any other applicable law.
5. **Term.** This Agreement begins on the Effective Date and will remain in effect until terminated by either party upon written notice to the other party. Notices must be sent to the address provided below, or to such other places the parties may designate for their receipt of notices.
- a. For AMC: Nathan Zacharias, nzacharias@mncounties.org, 715-222-2824
- b. For the County: [INSERT NAME, CONTACT INFORMATION]
6. **Relationship.** Nothing in this Agreement may be construed to create a partnership or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered independent of the other. The relationship of the parties for purposes of the receiving MNCRT services is governed exclusively by this Agreement. AMC maintains full control over all AMC employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of the County for any reason. Similarly, the County maintains full control over all County employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of AMC for any reason.
7. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Minnesota without regard to the conflicts of law provisions. Any dispute arising under this agreement must be brought in either the state or federal courts with jurisdiction and located in the State of Minnesota.
8. **Miscellaneous.** This Agreement constitutes the complete agreement between the parties related to the receipt of MNCRT services and supersedes all prior agreements relating to such subject matter. Amendments must be in writing and signed by both parties to be valid. If any part of this Agreement is unenforceable, it will be modified to the extent necessary to make it enforceable, or if impossible, it will be removed. The remaining provisions continue in effect. Terms that should survive termination will do so, including but not limited to hold harmless obligations. This Agreement may be signed in counterparts, including electronically, each of which is effective. Headings are for convenience only and do not affect meaning.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**ASSOCIATION OF MINNESOTA
COUNTIES**

By: _____
Name
Its:

CLAY COUNTY

By: _____
Name:
Its:

Agenda Item # 10.



BOARD AGENDA ITEM INFORMATION SHEET
30 minutes

AGENDA ITEM NUMBER AND NAME: 10. Budget Presentation - Probation/Department of Corrections
DATE: August 25, 2026
DEPARTMENT: Probation/Department of Corrections
PRESENTER: Dale Arnold, District Supervisor
ACTION BEING REQUESTED: N/A
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Probation's Budget Presentation for 2027
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE:
IMPLEMENTATION TIMELINE:
COST IMPACT/FUNDING SOURCE:
MOTION TO BE ADOPTED BY COUNTY BOARD: N/A