

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, September 8, 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 Court Appointed Attorney Contracts

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 18, 2026 Clay County Commission/HRA Commission Meeting

Approval of Minutes from August 25, 2026

Approval of Minutes from August 25, 2026 Work Group Session

2. 8:35 Budget Presentation - Lake Agassiz Regional Library
3. 8:50 Budget Presentation - Downtown Moorhead Inc (DMI)
4. 9:05 Request Approval of a One-Time Policy Exception
5. 9:10 Request Approval of Resolution 2026-17 — Appointment of the County Auditor/Treasurer
6. 9:20 Committee Reports/County Administrator Update/Discussions
7. 9:40 Adjourn

Upcoming Meetings/Events

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

Monday, September 7, All Day	Holiday - Labor Day/Courthouse Closed
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
Tuesday, September 29	No County Board Meeting (5th Tuesday of the Month)
Tuesday, September 29, 11:30 a.m. - 1:30 p.m.	Moorhead Regional Transportation Meeting Law Enforcement Center 911 11th St N Moorhead, MN 56560
Wednesday, September 30, 3:30-5:00 p.m.	Clay County Leaders Roundtable Location - TBD
Tuesday, October 6, 8:30 a.m.	County Board of Commissioners

Agenda Item # a)



CONSENT AGENDA ITEM INFORMATION SHEET

AGENDA ITEM NUMBER AND NAME: a) Approval of Court Appointed Attorney Contracts
DATE: September 8, 2026
DEPARTMENT: Administration
ACTION BEING REQUESTED: Approval of Court Appointed Attorney Contracts
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Clay County is required under Minnesota law to provide court-appointed legal representation for indigent clients in Children in Need of Protection or Services (CHIPS), paternity, and civil commitment matters. The current attorney contracts expire on December 31, 2026. The Clay County Board of Commissioners is asked to consider approval of two-year contracts for Brian Toay, Shawn Schmidt, and Alexis Maldom, effective January 1, 2027, through December 31, 2028. The contract renewals were offered to the existing contract attorneys based on the previous Request for Proposals (RFP). In reviewing the current contracts, the attorneys have performed well under the terms of their agreements, worked effectively with clients, and maintained positive working relationships with County staff and Court Administration. Based on this performance, staff recommends renewing the contracts. Each contract includes a 3% compensation increase.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: CHIPS2728contractShawn, Alexis Madlom 2728, BrianToay2728
IMPLEMENTATION TIMELINE: 08/18/2026
COST IMPACT/FUNDING SOURCE: \$5,928 Increase for all Three Contracts in 2027 - Funding for These Contracts are Included in the Preliminary Levy Figures

**CONTRACT FOR LEGAL SERVICES
CLAY COUNTY COURT APPOINTED ATTORNEYS:
CHILD PROTECTION CASES**

THIS AGREEMENT is made and entered into by and between the CLAY COUNTY BOARD OF COMMISSIONERS, CLAY COUNTY, MINNESOTA, hereinafter called the COMMISSIONERS and Attorney SHAWN A. SCHMIDT, as Court Appointed Attorney in Child protection cases for Clay County, hereinafter called COURT APPOINTED ATTORNEY, so as to fulfill the requirement of Minnesota law that the county provide certain court appointed attorney services to persons involved in child protection court proceedings in Clay County.

The parties to this contract agree as follows:

1. Term. The term of this agreement shall be from January 1, 2027, to and including December 31, 2028, the date of signature by the parties notwithstanding, in the service category of all child protection cases filed under chapter 260C of the Minnesota Statutes including but not limited to CHIPs cases and termination of parental rights cases, representing either the mother, the father, or a qualifying custodian. All services performed and costs incurred on and after January 1, 2027, and to and including December 31, 2028, shall be reimbursable solely in accordance with the terms of this contract regardless of whether the case was pending on or before January 1, 2027. Services performed and costs incurred on and after January 1, 2027, even when in connection with matters arising prior thereto shall also be billed and reimbursed under this contract.
2. Personnel. Attorney SHAWN A. SCHMIDT shall provide the professional services of attorney for court appointed attorney services under the terms of this agreement. Appointment of attorneys for court appointed attorney services under this contract shall be subject to the approval of the COMMISSIONERS who regularly serve Clay County.
3. The county court appointed attorney agrees that, in the event he is unable to serve as a court appointed attorney in a specific case due to a contingency such as illness or conflict of interest, replacement attorneys may be appointed by the judge handling that specific case who, for good cause, may order that such replacement attorney be compensated separate and apart from this contract. The county court appointed attorney agrees that a case which appears to present a conflict of interest with the contract will not be accepted on a private basis.
4. Administration and Support. The county court appointed attorney shall provide:

- A. All general administrative services, including all administrative scheduling of attorneys' court appearances needed to ensure the orderly and timely provision of the legal services herein. Administration and scheduling shall be made and coordinated exclusively.
 - B. Office facilities adequate to perform all legal services hereunder.
 - C. All necessary stationery, office supplies and office equipment, including but not limited to, duplicating equipment, dictating equipment, computers, and telephones.
 - D. All transportation necessary for the provision of the legal services hereunder.
 - E. Such library and reference materials as the court appointed attorneys deem necessary.
5. Time Required. The county court appointed attorney shall provide the county and the County Administrator with sufficient hours or attorney's work per week to perform the services required by this contract. No work performed by any clerk, secretary, stenographer, assistant, or paraprofessional employee shall be classified as attorney's work for any purposes hereunder.
6. Time Records. The county court appointed attorney agrees to maintain accurate and complete time records of all attorney work provided to the county by the county court appointed attorney under the terms of this agreement. Said time records shall be kept in an orderly and consistent manner and be in a form acceptable to the County Administrator. At a minimum, the time records shall contain the following additional information:
- A. Time spent representing indigent clients in all phases of contested court proceedings.
 - B. Time spent in office work reviewing files, preparing cases and doing all other work related to the representation of clients hereunder.
 - C. Time spent in transportation reasonably and necessarily related to the provisions of legal services hereunder.

On a quarterly basis, by the 15th day after the end of each calendar quarter, the County court appointed attorneys shall forward one copy of the previous months' time records to the Clay County Administrator in the approved format along with any other records which will assist the County Administrator in monitoring the hours, cases, case types and service provided by the court appointed attorneys. Failure by the court appointed attorneys to timely provide those records in the manner requested shall cause withholding of the monthly

contract payment until the records are received in an appropriate format and with the additional information required.

7. Duties and Responsibilities. The county court appointed attorney shall provide legal counsel and representation in all child protection cases filed under chapter 260C of the Minnesota Statutes including but not limited to CHIPs cases and termination of parental rights cases, representing either the mother, the father or a qualifying custodian in all stages of all court proceedings upon appointment. The county court appointed attorney shall meet with clients as necessary to provide effective legal representation. These meetings must be outside of Court time as required. Further the county court appointed attorney is required to actively and regularly participate in the Clay County CJI meetings and with the BSC meetings on a monthly basis.
8. Compensation. In consideration for all services and all incidental costs, expenses and materials provided by the county court appointed attorney under the terms of this agreement, with the exception of such costs and expenses as are stated in Paragraph 9, subparagraph C. herein, Clay County shall pay to the county court appointed attorneys the sum of \$152,760.00 at the law office of Shawn A. Schmidt for the period of the time stated in Paragraph 1 above, with no other benefits to be paid, except as stated herein. One- twenty fourth (1/24th) (total \$6,365.00) shall be paid each month.
9. Other Provisions. It is understood and agreed by the parties that:
 - A. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.
 - B. No claim for services furnished by the county court appointed attorney not specifically provided for in this agreement will be honored by Clay County unless (i) such service has been specifically ordered by a judge assigned to the specific case(s) involved and (ii) such service, as ordered, is clearly outside the scope of the services specified by the terms of this agreement to be performed by the county court appointed attorneys. This contract does not require the county court appointed attorney services in cases of custody and visitation of juvenile children unless additional compensation of one hundred dollars (\$100.00) per hour is expressly approved by a District Court Judge or an approved Administrative Law Judge.
 - C. The county court appointed attorney shall be reimbursed in representing individuals hereunder, in addition to the reimbursement specified in Paragraph 7 herein, for the following costs and expenses, to the extent approved by a judge serving Clay County in advance: (i) the cost of employing such expert witnesses as are reasonably required

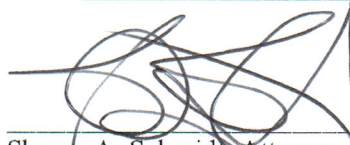
to properly represent a client hereunder, (ii) the costs of all necessary subpoenas (need not be approved in advance); (iii) mileage to travel outside of Clay County (need not be approved in advance)

- D. The county court appointed attorney is engaged hereunder as an independent contractor and neither the attorney nor county court appointed attorney's employees acquire any tenure rights or any rights or benefits under the Clay County personnel program covering medical and hospital care, sick pay, vacation pay, or severance pay, or any other normal employment benefit.
- E. The county court appointed attorney agrees to defend, indemnify and hold harmless the COMMISSIONERS of Clay County and Clay County, its employees, agents and assignees against any and all claims, losses, damages or lawsuits for damages, arising from or relating to the pursuit of provision of services hereunder by the county court appointed attorney.
- F. This agreement may be terminated by either party upon sixty (60) days written notice delivered by United States mail or in person. If mailed, the notice shall be deemed received three days after mailing.
Payments shall be made to the county court appointed attorney for services satisfactorily performed prior to termination. In no event shall compensation exceed the monthly rate times the number of months of satisfactory service, plus other costs provided for herein reasonably incurred prior to termination.
- G. It is understood and agreed that the entire agreement for parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the county court appointed attorney and Clay County, or between prior county court appointed attorneys and Clay County, relating to the subject matter hereof.
- H. In the event of any disagreement between the parties or any person claiming under them in relation to this Agreement, such disagreement shall be resolved under and pursuant to the Uniform Arbitration Act, Minnesota Statute Chapter 572.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS ON THE DATES
BELOW:

Chairman, Clay County Board of Commissioners

Date: _____



Shawn A. Schmidt, Attorney

Date: _____

8/4/26

**CONTRACT FOR LEGAL SERVICES
CLAY COUNTY COURT APPOINTED ATTORNEY
(Commitments, ETC.)**

THIS AGREEMENT is made and entered into by and between the CLAY COUNTY BOARD OF COMMISSIONERS, CLAY COUNTY, MINNESOTA, hereinafter called the COMMISSIONERS and Alexis Madlom, as Court Appointed Attorney for Clay County, hereinafter called court appointed attorney, so as to fulfill the requirement of Minnesota law that the County provide certain court appointed attorney services to indigent persons involved in court proceedings in Clay County.

The parties to this contract agree as follows:

1. Term. The term of this agreement shall be from January 1, 2027, to and including December 31, 2028, the date of signature by the parties notwithstanding, in the service category of COMMITMENTS, GUARDIANSHIPS AND CONSERVATORSHIPS and conflict cases in the case of PATERNITY, EITHER MOTHERS OR FATHERS, CONTEMPT AND NONSUPPORT. This contract specifically excludes commitments based on sexual psychopathic or sexually dangerous personality disorders. All services performed and costs incurred on and after January 1, 2027, and to and including December 31, 2028, shall be reimbursable solely in accordance with the terms of this contract regardless of whether the case was pending on or before January 1, 2027. Services performed and costs incurred on and after January 1, 2027, even when in connection with matters arising prior thereto shall also be billed and reimbursed under this contract.
2. Personnel. Alexis Madlom shall provide the professional services of attorney for court appointed attorney services under the terms of this agreement. Appointment of attorney for court appointed attorney services under this contract shall be subject to the approval of the COMMISSIONERS who regularly serve Clay County. The categories shall be mutually exclusive unless prior approval is obtained from the COMMISSIONERS to employ an attorney not listed in a particular category.

COMMITMENTS, GUARDIANSHIPS AND CONSERVATORSHIPS;
&, CONFLICT CASES IN THE AREAS OF PATERNITY, EITHER
PARENT, CONTEMPT AND NONSUPPORT;

The county court appointed attorney agrees that, in the event the attorney listed above in this Paragraph 2 (Alexis Madlom) are unable to serve as a court appointed attorney in a specific case due to a contingency such as illness or conflict of interest, a replacement attorney may be appointed by the judge handling that specific case who, for good cause, may order that such replacement attorney be compensated separate and apart from this

contract. The county court appointed attorneys agree that a case which appears to present a conflict of interest with the contract will not be accepted on a private basis.

3. Administration and Support. The county court appointed attorneys shall provide:
 - A. All general administrative services, including all administrative scheduling of attorney's court appearances needed to ensure the orderly and timely provision of the legal services herein. Administration and scheduling shall be made and coordinated exclusively.
 - B. Office facilities adequate to perform all legal services hereunder.
 - C. All necessary stationery, office supplies and office equipment, including but not limited to, duplicating equipment, dictating equipment, computers, and telephones.
 - D. All transportation necessary for the provision of the legal services hereunder.
 - E. Such library and reference materials as the court appointed attorney deem necessary.
4. Time Required. The county court appointed attorney shall provide the County and the County Administrator with sufficient hours of attorney's work per week to perform the services required by this contract. No work performed by any clerk, secretary, stenographer, assistant, or paraprofessional employee shall be classified as attorney's work for any purposes hereunder.
5. Time Records. The county court appointed attorney agrees to maintain accurate and complete time records of all attorney work provided to the county by the county court appointed attorney under the terms of this agreement. Said time records shall be kept in an orderly and consistent manner and be in a form acceptable to the County Administrator. At a minimum, the time records shall contain the following additional information:
 - A. Time spent representing indigent clients in all phases of court proceedings including meeting with clients and appearing in court.
 - B. Time spent in office work reviewing files, preparing cases and doing all other work related to the representation of clients hereunder.
 - C. Time spent in transportation reasonably and necessarily related to the provisions of legal services hereunder.
 - D. Time spent performing all duties and responsibilities on appeals, as specified in Paragraph 6 of this agreement.

On a quarterly basis, by the 15th day after the end of each calendar month, the county court appointed attorney shall forward one copy of the previous quarter's time records to the Clay County Administrator in the approved format along with any other records which will assist the County Administrator in monitoring the hours, cases, case types and service provided by the court appointed attorney. Failure by the court appointed attorney to timely provide those records in the manner requested shall cause withholding of the monthly contract payment until the records are received in an appropriate format and with the additional information required.

6. Duties and Responsibilities. The county court appointed attorney shall provide the following services:
 - A. Legal counsel and representation in actions for commitments, (excluding commitments for sexually dangerous or sexually psychopathic individuals) to all who do not have private attorneys, at all stages of all hearings and proceedings, including initial appearances.
 - B. Legal counsel and representation in actions for guardianship and conservatorship proceedings to all proposed wards/conservatees who do not have private attorneys at all stages of all hearings and proceedings.
 - C. Legal counsel and representation in actions where a conflict exists for the attorney with the civil contract related to paternity matters for either mother or father, contempt and nonsupport actions.
7. Compensation. In consideration for all services and all incidental costs, expenses and materials provided by the county court appointed attorney under the terms of this agreement as set forth in Paragraphs 2 through 6 above, with the exception of such costs and expenses as are stated in Paragraph 8, subparagraph C herein, Clay County shall pay to the county court appointed attorney (Alexis Madlom) the sum of \$4,244.00 each month of the contract term.
8. Other Provisions. It is understood and agreed by the parties that:
 - A. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.
 - B. No claim for services furnished by the county court appointed attorney not specifically provided for in this agreement will be honored by Clay County unless (i) such service has been specifically ordered by a judge

assigned to the specific case(s) involved and (ii) such service, as ordered, is clearly outside the scope of the services specified by the terms of this agreement to be performed by the county court appointed attorney. This contract does not require the county court appointed attorney services in cases of custody and visitation of juvenile children unless additional compensation of one hundred (\$100) per hour is expressly approved by a District Court Judge or an approved Administrative Law Judge.

- C. The county court appointed attorney shall be reimbursed in representing individuals hereunder, in addition to the reimbursement specified in Paragraph 7 herein, for the following costs and expenses, to the extent approved by a judge serving Clay County in advance: (i) the cost of employing such expert witnesses as are reasonably required to properly represent a client hereunder, (ii) the costs of all necessary subpoenas (need not be approved in advance); (iii) all reasonable and necessary cost and expenses incurred in representing clients hereunder on appeal, including but not limited to, filing fees, transcript costs and printing costs, but not including the costs of attorney's time or office overhead, which costs are already provided for in Paragraph 7 herein; (iv) mileage (need not be approved in advance); (v) long-distance telephone charges, postage and copying expense (need not be approved in advance).
- D. The county court appointed attorney is retained hereunder as an independent contractor and does not acquire any tenure rights or any rights or benefits under the Clay County personnel program covering medical and hospital care, sick pay, vacation pay or severance pay.
- E. The county court appointed attorney agrees to defend, indemnify and hold harmless the COMMISSIONERS of Clay County and Clay County, its employees, agents and assignees against any and all claims, losses, damages or lawsuits for damages, arising from or, relating to the pursuit of provision of services hereunder by the county court appointed attorney.
- F. This agreement may be terminated by either party upon sixty (60) days written notice delivered by United States mail or in person. If mailed, the notice shall be deemed received three days after mailing.
Payments shall be made to the county court appointed attorney for services satisfactorily performed prior to termination. In no event shall compensation exceed the monthly rate times the number of months of satisfactory service, plus other costs provided for herein reasonably incurred prior to termination.

G. It is understood and agreed that the entire agreement for parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the county court appointed attorney and Clay County, or between prior county court appointed attorneys and Clay County, relating to the subject matter hereof.

H. In the event of any disagreement between the parties or any person claiming under them in relation to this Agreement, such disagreement shall be resolved under and pursuant to the Uniform Arbitration Act, Minnesota Statute Chapter 572B.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS ON THE DATES BELOW:

Chairman, Clay County Board of Commissioners

Date: _____



Alexis Madlom, Attorney

Date: August 27, 2026

**CONTRACT FOR LEGAL SERVICES-
CLAY COUNTY COURT APPOINTED ATTORNEYS:
CHILD PROTECTION CASES**

THIS AGREEMENT is made and entered into by and between the CLAY COUNTY BOARD OF COMMISSIONERS, CLAY COUNTY, MINNESOTA, hereinafter called the COMMISSIONERS and BRIAN P. TOAY, the Wold Johnson Law Firm, Fargo, ND as Court Appointed Attorney in Child protection cases for Clay County, hereinafter called COURT APPOINTED ATTORNEY, to fulfill the requirement of Minnesota law requiring the county provide certain court appointed attorney services to persons involved in child protection court proceedings in Clay County.

The parties to this contract agree as follows:

1. Term. The term of this agreement shall be from January 1, 2027 to and including December 31, 2028, the date of signature by the parties notwithstanding, in the service category of all child protection cases filed under chapter 260C of the Minnesota Statutes including but not limited to CHIPs cases and termination of parental rights cases, representing either the mother, the father or a qualifying custodian. All services performed and costs incurred on and after January 1, 2027, and to and including December 31, 2028 shall be reimbursable solely in accordance with the terms of this contract regardless of whether the case was pending on or before January 1, 2027. Services performed and costs incurred on and after January 1, 2027, even when in connection with matters arising prior thereto shall also be billed and reimbursed under this contract.
2. Personnel. Attorney BRIAN P. TOAY shall provide the professional services of attorney for court appointed attorney services under the terms of this agreement. Appointment of attorneys for court appointed attorney services under this contract shall be subject to the approval of the COMMISSIONERS who regularly serve Clay County.
3. The county court appointed attorney agrees that, in the event none of the attorneys above listed in this Paragraph 2 are able to serve as a court appointed attorney in a specific case due to a contingency such as illness or conflict of interest, replacement attorneys may be appointed by the judge handling that specific case who, for good cause, may order that such replacement attorney be compensated separate and apart from this contract. The county court appointed attorneys agree that a case which appears to present a conflict of interest with the contract will not be accepted on a private basis.
4. Administration and Support. The county court appointed attorney shall provide:

- A. All general administrative services, including all administrative scheduling of attorneys' court appearances needed to ensure the orderly and timely provision of the legal services herein. Administration and scheduling shall be made and coordinated exclusively.
 - B. Office facilities adequate to perform all legal services hereunder.
 - C. All necessary stationery, office supplies and office equipment, including but not limited to, duplicating equipment, dictating equipment, computers and telephones.
 - D. All transportation necessary for the provision of the legal services hereunder.
 - E. Such library and reference materials as the court appointed attorneys deem necessary.
5. Time Required. The county court appointed attorney shall provide the county and the County Administrator with sufficient hours or attorneys' work per week to perform the services required by this contract. No work performed by any clerk, secretary, stenographer, assistant, or paraprofessional employee shall be classified as attorneys' work for any purposes hereunder.
6. Time Records. The county court appointed attorneys agree to maintain accurate and complete time records of all attorneys' work provided to the county by the county court appointed attorneys under the terms of this agreement. Said time records shall be kept in an orderly and consistent manner and be in a form acceptable to the County Administrator. At a minimum, the time records shall contain the following additional information:
- A. Time spent representing indigent clients in all phases of contested court proceedings.
 - B. Time spent in office work reviewing files, preparing cases and doing all other work related to the representation of clients hereunder.
 - C. Time spent in transportation reasonably and necessarily related to the provisions of legal services hereunder.

On a quarterly basis, by the 15th day after the end of each calendar quarter, the County court appointed attorneys shall forward one copy of the previous months' time records to the Clay County Administrator in the approved format along with any other records which will assist the County Administrator in monitoring the hours, cases, case types and service provided by the court appointed attorneys. Failure by the court appointed attorneys to timely provide those records in the manner requested shall cause withholding of the monthly

contract payment until the records are received in an appropriate format and with the additional information required.

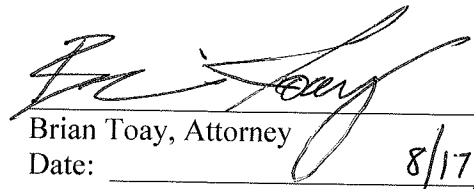
7. Duties and Responsibilities. The county court appointed attorneys shall provide legal counsel and representation in all child protection cases filed under chapter 260C of the Minnesota Statutes including but not limited to CHIPS cases and termination of parental rights cases, representing either the mother, the father or a qualifying custodian in all stages of all court proceedings upon appointment. The county court appointed attorney shall meet with clients as necessary to provide effective legal representation. These meetings must be outside of Court time as required. Further the county court appointed attorney are required to actively and regularly participate in the Clay County CJI meetings and with the BSC meetings on a monthly basis.
8. Compensation. In consideration for all services and all incidental costs, expenses and materials provided by the county court appointed attorneys under the terms of this agreement, with the exception of such costs and expenses as are stated in Paragraph 9, subparagraph C. herein, Clay County shall pay to the county court appointed attorneys the sum of \$152,760.00 at the law office of Brian P. Toay for the period of the time stated in Paragraph 1 above, with no other benefits to be paid, except as stated herein. One twenty fourth (1/24th) (total \$6,365.00) shall be paid each month over the two year period of this contract.
9. Other Provisions. It is understood and agreed by the parties that:
 - A. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.
 - B. No claim for services furnished by the county court appointed attorneys not specifically provided for in this agreement will be honored by Clay County unless (i) such service has been specifically ordered by a judge assigned to the specific case(s) involved and (ii) such service, as ordered, is clearly outside the scope of the services specified by the terms of this agreement to be performed by the county court appointed attorneys. This contract does not require the county court appointed attorney services in cases of custody and visitation of juvenile children unless additional compensation of one hundred dollars (\$100.00) per hour is expressly approved by a District Court Judge or an approved Administrative Law Judge.
 - C. The county court appointed attorneys shall be reimbursed in representing individuals hereunder, in addition to the reimbursement specified in Paragraph 7 herein, for the following costs and expenses, to the extent approved by a judge serving Clay County in advance: (i) the cost of employing such expert witnesses as are reasonably required

to properly represent a client hereunder, (ii) the costs of all necessary subpoenas (need not be approved in advance); (iii) mileage to travel outside of Clay County (need not be approved in advance)

- D. The county court appointed attorneys are employed hereunder as independent contractors and neither the attorneys nor their employees acquire any tenure rights or any rights or benefits under the Clay County personnel program covering medical and hospital care, sick pay, vacation pay, or severance pay.
- E. The county court appointed attorneys agree to defend, indemnify and hold harmless the COMMISSIONERS of Clay County and Clay County, its employees, agents and assignees against any and all claims, losses, damages or lawsuits for damages, arising from or relating to the pursuit of provision of services hereunder by the county court appointed attorneys.
- F. This agreement may be terminated by either party upon sixty (60) days written notice delivered by United States mail or in person. If mailed, the notice shall be deemed received three days after mailing.
Payments shall be made to the county court appointed attorneys for services satisfactorily performed prior to termination. In no event shall compensation exceed the monthly rate times the number of months of satisfactory service, plus other costs provided for herein reasonably incurred prior to termination.
- G. It is understood and agreed that the entire agreement for parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the county court appointed attorneys and Clay County, or between prior county court appointed attorneys and Clay County, relating to the subject matter hereof.
- H. In the event of any disagreement between the parties or any person claiming under them in relation to this Agreement, such disagreement shall be resolved under and pursuant to the Uniform Arbitration Act, Minnesota Statutes Chapter 572.

IN WITNESS WHEREOF, THE PARTIES SET THEIR HANDS ON THE DATES
BELOW:

Chairperson, Clay County Board of Commissioners
Date: _____



Brian Toay, Attorney
Date: 8/17/26

CLAY COUNTY COMMISSION – HRA COMMISSION MEETING

1:00 PM, TUESDAY, AUGUST 18, 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 (Virtual Technology), Ezra Baer, Jenny Mongeau, Kevin Campbell, and David Ebinger. Others present: County Administrator Stephen Larson, Assistant County Administrator Darren Brooke, Social Services Director Quinn Jaeger, and Senior Administrative Assistant Sarah Hellem.

The Clay County Housing & Redevelopment Authority (HRA) Commissioners present: Anthony Dillard and Cecil Johnson. Other HRA staff present were Executive Director Dara Lee, Deputy Director Dawn Bacon, and Administrative Manager Jill Cossette.

Call to Order

Commissioner Mongeau called the meeting to order at 1:00 p.m.

Bright Sky and Silver Linings Update

Ms. Lee provided an update on the Bright Sky and Silver Linings Apartments and stated the HRA is currently serving 22 of the 43 households at Bright Sky with the Housing Supports Program in conjunction with Clay County Social Services. In addition, the HRA is also serving 15 other households at Bright Sky resulting in a total of 37 households being served. The additional 15 households are being served through a combination of the continued care for homeless grant, the Homework Starts at Home program, the Homeless to Housed program, and the regular voucher program. At Silver Linings, the HRA in conjunction with Clay County Social Services is providing housing supports to 24 of the 36 units. The Veteran's Administration (VA) is providing services to the remainder of the units. Commissioner Mongeau asked about veterans supports and how that's changed with the expansion of Silver Linings and what the capacity has been historically. Ms. Lee stated it's a combination of Housing and Urban Development (HUD) funding and supportive services through the VA. The first connections are through the VA and then they assist with finding housing. Commissioner Mongeau asked if the VA makes connections with the Clay County Veteran's Service Office. Ms. Lee was unsure if that's the process.

Ms. Lee stated overall the HRA is serving around 220 people through the housing supports program in Clay County. Of that amount, all but 9 of them have experienced long-term homelessness. And those 9 are the ones who are at Silver Linings and are typically over 55 years old. And all 220 individuals have some type of disabling condition. So that program brings in about \$4.5 million in state resources into Clay County each year. Commissioner Baer asked if the 220 number was households or individuals. Ms. Lee stated households, however, most are single households because of the way that this program works, it has a flat amount regardless of how many people are in the home. Under the housing supports program the HRA is responsible for the supportive services, rent, utilities, and all basic need items. The HRA had to create a waiting list because neither entity could serve more people with the staffing makeup, as it's very administratively heavy. Discussion ensued regarding the Community Living Infrastructure Grant. County Administrator Stephen Larson asked what the waitlist looked like. Ms. Lee stated there's about 40 individuals on the waitlist. With the turnover that's about 5 per month. Commissioner Mongeau referenced the turnover and asked where those people are going and the reasoning behind it. Ms. Lee stated it could be a number of things including relocation, no longer needed services, being put in jail or in some serious instances, death. Ms. Lee stated in order to be on this program individuals need a professional statement of need. If this help is no longer needed, they are no longer eligible for that program. Commissioner Baer asked how long someone could receive these services. Ms. Lee stated there is no time limit. Mr. Jaeger stated that is probably one of the reasons that the waitlist has grown over the years.

because some of the folks that are being served are remaining on support for just a long time. It's great that they're getting the services they need, but it is a difficult balance to serve everyone. Commissioner Mongeau asked how frequently these individuals are obtaining the certification of need and where they are going to get it. Mr. Lee stated she believes it's needed every year and it can be obtained by any medical professionals or a designee of the County, in which the state approves.

Commissioner Baer asked what percentage of households would be considered long-term. Ms. Lee wasn't sure but guessed about two thirds of households. Commissioner Krabbenhoft asked if there was a way where people could stay housed but not rely on the HRA to provide those basic needs, or if that was something that is simply required by the grant. Ms. Lee stated yes, people do not need to continue with the HRA program in order to remain where they are living. People are able to become independent if they're able to do so. The housing support program at the state level changed significantly a couple years ago to really try to incentivize employment. As employment income increases, the level of financial support decreases. Most of these folks are living at private places with landlords. The HRA pays the entire rent upfront for the residents to the landlords in order to maintain those landlord relationships. And then the portion that the participant is responsible for is paid to the HRA. Therefore, the HRA is the entity who take any losses if someone doesn't pay their portion. Mr. Jaeger clarified that the items being bought for the tenants is a requirement for the program. Commissioner Baer asked how many people get off this program that are not part of the population that moved or passed away. Ms. Lee stated she didn't have that information at this time. The intention is to only use this program for the most vulnerable. This program is part of the homestead plan, to take people from institutionalized settings and return them to communities where they live. Commissioner Campbell asked where these individuals would be if they weren't in this type of housing. Ms. Lee stated they would more than likely be on the streets. Mr. Jaeger stated it's not all the 220 households, but the room and board costs for the folks we serve on disability waivers are paid for by housing supports, the waiver doesn't pay for the actual physical shelter. It's a wide continuum of how severe the disabling condition is, and for those folks, graduation from the program really depends on how severe the disabling condition is.

Commissioner Krabbenhoft discussed some of the expense that the HRA has to write off and asked if that amount is growing each year to the point of being unsustainable or is it in line with previous years. Mr. Lee stated during the pandemic we had a lot of financial hits, and this was one of those, so the HRA is seeing decreases in this area.

HRA Funding/Project Update

Ms. Lee stated overall things are trending better than before. The HRA is seeing a steady gradual climb out of the pandemic situation. During the pandemic, we spent all of our reserves, so we're currently operating with .76 months of reserves, which is tight. Commissioner Baer asked what the .76 is in cash. Ms. Lee stated it's about \$1.1 million to \$1.2 million in cash. But there's about \$650,000 in readily available cash. The remainder is sitting in reserve accounts that are restricted for certain properties. The annual budget is a little over \$18 million, so when looking at the available cash, it's less than ½ of a month of actual cash on hand. Commissioner Campbell stated that the vast majority of funds come from state and federal dollars. Ms. Lee stated that was correct. Over \$10 million of that is direct payments to our landlords. Ms. Lee further discussed the delay in payments from programs and grant dollars. Commissioner Campbell asked how many apartments within Clay County receive rental assistance. Ms. Lee stated that would be between 1,000 to 1,200 units and several hundred landlords.

Ms. Lee stated with the \$300,000 levy, which is 1.67% of the budget, allows the HRA to continue to operate a number of programs that bring in annually, \$2 million per year.

Commissioner Mongeau asked for more information on the Minnesota Cities Participation Program. Ms. Lee stated it's for cities and counties and what we're doing is taking our bonding authority and letting the state use it

to issue bonds that can then come back as loans to the homeowners at a reduced rate. Discussion ensued.

Commissioner Baer asked what it would look like if the levy request was cut in half. Ms. Lee stated that without the funds the HRA would no longer be able to provide the Owner-Occupied Rehab program, the Homework Starts at Home program, and Homeless to Housed program. Commissioner Baer asked if the levy ask was cut in half, would these programs be eliminated or would the number participants just be reduced. Ms. Lee stated that is ultimately a decision that would be made by the Board, but it's a manner of prioritizing.

Commissioner Mongeau asked how leveraging funds would change with the potential expansion of Churches United. Ms. Lee stated the HRA has not been approached about that and is not sure they would have a role in that.

2027 Statewide Affordable Housing Aids (SAHA)

Mr. Jaeger briefly discussed the 2027 SAHA funds and stated the 2027 allocation is \$65,633 which is down from the 2026 allocation of \$81,550. Mr. Jaeger stated historically we've used some of these funds for capital investments or property improvements, but with the reduction in funds we'd probably be looking at just being able to cover security at Gateway Gardens. Ms. Lee stated right now we've been splitting those costs between the tax levy and the SAHA funds. Discussion ensued regarding security.

Discuss 2027 Levy Request

Ms. Lee stated we'd like to approve a \$300,000 levy request again, which is roughly \$2.96 on every \$100,000 of value.

Commissioner Mongeau expressed her gratitude to the HRA for their ability to leverage additional funds.

Commissioner Krabbenhoft discussed how the HRA is doing wonderful job with improving properties, running background checks, and keeping up on security, and expressed his appreciation for the work that they do.

Adjourn

The meeting was adjourned at 2:13 p.m.

Jenny Mongeau, Chair
County Board of Commissioners

Stephen Larson, County Administrator

CLAY COUNTY BOARD OF COMMISSIONERS
8:30 AM, TUESDAY, AUGUST 25, 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 Ebinger, seconded by Commissioner Krabbenhoft, and unanimously carried, the Board approved the agenda.

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

By consent, the Board approved the Family Service Center Lease – West Central MN Community Action.

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 bills and vouchers, with the removal of voucher 57085, due to mileage not adding up correctly. The bills and vouchers total \$1,657,177 from 86 vendors. There were 65 warrants issued under \$2,000 (\$24,292) and the following 21 were over \$2,000.

R J Zavoral & Sons, Inc.	\$ 1,192,983	Cellebrite, Inc.	\$ 14,770
Earthwork Services Inc.	\$ 87,658	Otter Tail Public Health	\$ 5,889
Clay Co Public Health	\$ 69,575	Glacier Dust Control Inc.	\$ 5,370
CRAFCO, Inc.	\$ 59,960	Johnson's Auto Repair LLC	\$ 4,245
Treas Of Dilworth City	\$ 54,587	Northwestern MN Juvenile Center-Secure	\$ 4,208
Lyle Wilkens Inc.	\$ 34,434	Psychlogics	\$ 4,065
Pro West & Associates Inc	\$ 24,900	White Cap, L.P.	\$ 3,701
Becker County Public Health	\$ 21,940	Thomson Reuters - West 590031	\$ 2,982
Lutheran Social Service Of Mn	\$ 18,205	Northern Laundry Systems, LLC	\$ 2,688
NetCenter Technologies	\$ 16,101	Razor Tracking Inc.	\$ 2,390
		Office of MNIT Services	\$ 2,226

Approval of Minutes from August 11, 2026

On motion by Commission Campbell, seconded by Commissioner Ebinger, and unanimously carried, the Board approved the minutes from August 11, 2026.

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

Facilities Director Joe Olson requested approval of Resolution 2026-16 to apply for the Safe and Secure Courthouse Initiative Grant. 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.

On motion by Commissioner Baer, seconded by Commissioner Campbell, and unanimously carried, the Board approved 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.

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

Mr. Olson requested approval of the 2026–2029 Snow Removal Services Contract with JT Lawn Services & Landscaping. 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 and 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. Discussion ensued regarding rates.

Commissioner Mongeau stated she was going to recuse herself due to a conflict of interest.

On motion by Commissioner Baer, seconded by Commissioner Campbell, and carried, the Board approved the 2026–2029 Snow Removal Services Contract with JT Lawn Services & Landscaping, as presented. The Board of Commissioners conducted a roll call vote to approve the motion as follows:

Commissioner Ebinger - Aye

Commissioner Krabbenhoft - Aye

Commissioner Campbell - Aye

Commissioner Baer - Aye

Request Approval to Designate Driver's License Agent and Deputy Registrar - Motor Vehicle Service Appointee

County Administrator Stephen Larson and Deputy Auditor Motor Vehicle Supervisor Chelsea Sylvester requested approval to designate the Driver’s License Agent and Deputy Registrar – Motor Vehicle Service Appointee.

Mr. Larson stated as part of Driver & Vehicle Services (DVS) recent review and in preparation for County Auditor/Treasurer 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.

Commissioner Baer asked who has held these responsibilities in the past. Mr. Larson stated it has been Ms. Johnson but action wasn’t taken and his understanding from the state, this would clear up two issues.

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the Appointment of Chelsea Lee Sylvester as the Clay County Driver's License Agent and the Motor Vehicle Deputy Registrar Appointee.

Request Approval to Utilize the Minnesota Cyber Response Team

Cybersecurity Analyst Jocelyn Sloan requested approval to utilize the Minnesota Cyber Response Team (MNCRT) and stated MNCRT is a county-led, volunteer cybersecurity team that helps Minnesota counties prepare for, respond to, and recover from cyber incidents. It connects counties with vetted county IT and cyber security professionals who understand the realities of county government. It operates through MNCITLA with coordination support from the Association of Minnesota Counties (AMC).

On motion by Commissioner Ebinger, seconded by Commissioner Krabbenhoft, and unanimously carried, the Board approved the authorization for Technology Services Staff of Clay County to access the services of the Minnesota Cyber Response Team, on an as-needed basis.

Request Approval to Appoint Jeff Busby to a Three-Year Term on the Planning Commission

Planning & Zoning Director Matt Jacobson requested approval to appoint Jeff Busby to a three-year term on the Planning Commission and stated Mr. Busby is a resident of Hitterdal, so he'd be filling an at-large position. Mr. Busby works for Westlund Excavating as an Aggregate Manager and would bring aggregate/gravel pit experience and perspective to the Commission.

Commissioner Campbell stated he read the application, and it would be a plus to have someone with Mr. Busby's knowledge and background on the Planning Commission.

Commissioner Mongeau stated the recommendation does come with a unanimous recommendation from the Planning Commission.

On motion by Commissioner Baer, seconded by Commissioner Campbell, and unanimously carried, the Board approved to appoint Jeff Busby to a three-year term on the Planning Commission.

PUBLIC HEARING: ORDINANCE 2026-2. VACATION HOME RENTALS

On motion by Commissioner Campbell, seconded by Commissioner Baer, and unanimously carried, the Board approved to open the public hearing for Ordinance 2026-2 - Vacation Home Rentals at 9:01 a.m.

Mr. Jacobson stated this is a text amendment for a vacation home rental (VHR) and to add this as a use to the Clay County Land Development Code. The proposal would be to add VHR as an administrative use in specified districts, adopt definitions and performance standards, and coordinate zoning approval with lodging licensing. The amendments would affect titles 3 and 8 of the County Code. Mr. Jacobson stated currently Clay County doesn't have any VHR zoning regulations. There's local lodging administration and changes in 2026 that make coordinated zoning and licensing framework necessary. The ordinance would create clear rules for permits, operations, and complaint response. VHR would be allowed in all zoning districts with the exception of Highway Commercial and Limited Highway Commercial. Mr. Jacobson further discussed the proposed definitions, the permit and lodging licensing framework, core operating standards, and health/safety and complain response.

Commissioner Krabbenhoft asked about septic compliance and if that meant VHR would need a reinspection every three years. Environmental Health Director Kent Severson stated no it would not. Initially upon having interest in licensing as a VHR the system will be checked for

compliance. If it's not within that three-year timeframe, a compliance inspection would be done. Commissioner Krabbenhoft asked how those inspections would happen after the initial one. Mr. Severson stated inspections would be done annually. Commissioner Krabbenhoft asked about the permit process. Mr. Jacobson stated the permit from Planning & Zoning would be an administrative permit, meaning there is no expiration date. However, the licensing would be every year. Discussion ensued.

Commissioner Krabbenhoft asked if Bed & Breakfast's are treated differently. Mr. Jacobson stated that was correct. Commissioner Krabbenhoft asked if the tax classification would change for VHR properties. Mr. Jacobson stated he would touch base with the County Assessor regarding that and follow up with him at a later time.

Commissioner Baer discussed his concern with the 1 VHR per parcel ID and asked what would happen if an individual had multiple tiny homes on their property and chose to rent each of those out. Mr. Jacobson stated that could be done, they would just have to go through the Conditional Use Permit (CUP) process.

On motion by Commissioner Campbell, seconded by Commissioner Baer, and unanimously carried, the Board approved to close the public hearing at 9:14 a.m.

Commissioner Campbell asked if this ordinance would have any impact on what can be considered temporary housing camps. Mr. Jacobson stated that would be completely separate. This is one of the reasons why the administrative permit is limited to the one per parcel.

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

Request Approval of the Formation of the Opioid Settlement Fund Workgroup

Public Health Opioid Program Manager Annabel DuFault requested approval of the formation of the Opioid Settlement Fund Workgroup and stated Clay County continues to receive opioid settlement funds to address the impacts of the opioid epidemic. This workgroup would bring together representatives with relevant professional, community, and lived experience to help identify community needs and priorities, inform the Request for Proposal (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.

Ms. DuFault discussed the requirements for the funds, the programs on which the opioid settlement funds can and cannot support, the amount of funds received to date, the reasoning for the workgroup, the makeup of the workgroup members, the proposed one-year pilot RFP, and the proposed process and Board oversight.

Commissioner Campbell asked for more information and clarification on if any of these dollars could go toward medical costs related to opioid use of an inmate. Ms. DuFault stated the Memorandum of Agreement (MOA) does allow settlement funds to be used in the correctional

setting, so if it's directly tied to the opioid use disorder (OUD) those could potentially be eligible. Ms. DuFault stated she would recommend having a second legal opinion on that because it is not clearly stated in the MOA. Commissioner Baer asked if any of these funds could go towards treatment courts. Ms. DuFault stated there's potential for that and it would depend on what that expense would be.

Commissioner Mongeau asked if the vision of this process was to have multiple grant awardees. Ms. DuFault stated potentially yes. To have multiple projects funded would be ideal, but it would be up to the workgroup to determine.

Commissioner Mongeau referenced the makeup of the workgroup and stated she felt it would be important for Clay County to have rural representation on the workgroup. Ms. DuFault agreed and stated that's a very important aspect and that representation from a wide variety of sources is justified.

Commissioner Campbell suggested looking to see if there were other foundations who would match funds and invest in this work.

Commissioner Mongeau discussed the makeup of the workgroup and suggested having two Commissioners involved, one who is in rural Clay County and one who is within Moorhead city limits. In addition, if this gets approved today, once that workgroup is formed, that will need to come back to the Board so it can be included in a Commissioners portfolio.

Commissioner Baer asked how long it would take to get the funds out. Ms. DuFault stated she would suspect the money would be out in late spring 2027 at the earliest, because we would need ample time for people to submit proposals.

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the formation of an Opioid Settlement Fund Workgroup and authorized Public Health to develop and implement a one-year pilot RFP process utilizing up to \$150,000 in opioid settlement funds.

BREAK

The Board took a break from 9:46 a.m. to 9:52 a.m.

Budget Presentation - Probation/Department of Corrections

Probation District Supervisor Dale Arnold presented the 2027 budget for the Department of Corrections (DOC) – Probation and discussed statute 401.10 Funding Community Supervision, the state funding formula, Clay County state subsidy 2026, total County budgeted expenditures including salaries, health insurance, PERA, Social Security, Medicare, rent, Juvenile Offender Restitution program (JORP), drug testing, travel, auto repair, conference registration, training, telephone, translator, office supplies, small & large equipment and equipment repair. Mr. Arnold further discussed the Clay County formula totals from 2026 to 2027, and department goals.

Commissioner Mongeau thanked Mr. Arnold for his presentation.

Committee Reports/County Administrator Update/Discussions

- Commissioner Ebinger reported on meetings for Clay County Commission/HRA

Commission meeting; ReThink Metal Health and Substance Use Coalition; and Community Health Improvement Plan first draft review.

- Commissioner Krabbenhoft reported on meetings for Clay County Commission/HRA Commission meeting; and Cass-Clay Food Commission.
- Commissioner Campbell reported on meetings for Clay County Commission/HRA Commission; Building Committee; and WCRWD - Financial Advisory Committee.
- Commissioner Baer reported on meetings for Clay County Commission/HRA Commission meeting; Buffalo Ridge Solar update; Building Committee; Blazing Stars Prairie Open House Keene Township; WCRWD USDA meeting; and met with Congresswoman Fischbach at the Landfill.
- Commissioner Mongeau reported on meetings for Clay County Commission/HRA Commission meeting; Buffalo Ridge Solar update; Visit Fargo-Moorhead Mixer; Planning Commission; Red River Basin Commission; AMC Executive Committee; Metro COG Policy Board; strategic planning for AMC Board of Directors for Fall Policy Conference; met with Congresswoman Fischbach at the Landfill; Lakeland Metal Health Center; and Potato Days.
- County Administrator Stephen Larson reported on meetings for Clay County Commission/HRA Commission meeting; Buffalo Ridge solar update; met with Mayor Chad Olson regarding RRRDC; met with Brian Melton regarding a series of issues; Building Committee; MCCJPA Pre-meeting; Troy Amundsen's surprise retirement party; met with Congresswoman Fischbach at the Landfill; met with Commissioner Krabbenhoft; there will be a Regional Transportation meeting on September 29th from 11:30 a.m. to 1:30 p.m. at the LEC; and we received \$1.2 million dollars for Flood Hazard Mitigation.
- Assistant County Administrator Darren Brooke reported on meetings for Clay County Commission/HRA Commission meeting; Buffalo Ridge Solar update; Planning Commission; Building Committee; MNCCC; Troy Amundsen's surprise retirement party; ChatGPT User Group; and Personnel discussions with Anna Moore.

Adjourn

The meeting was adjourned at 10:34 a.m.

Jenny Mongeau, Chair
County Board of Commissioners

Stephen Larson, County Administrator

CLAY COUNTY BOARD OF COMMISSIONERS – WORK GROUP SESSION

1:00 PM, TUESDAY, AUGUST 25, 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, Senior Administrative Assistant Sarah Hellem, County Assessor Jill Murray, County Auditor/Treasurer Lori Johnson, Facilities Director Joe Olson, GIS & Communications Director Mark Sloan, County Engineer Justin Sorum, Human Resources Director Anna Moore, Juvenile Detention Director James O'Donnell, Planning & Zoning Director Matt Jacobson, Public Health Director Jessica Mickelson, County Recorder Kimberly Savageau, Sheriff Mark Empting, Jail Administrator Kari Tuton, Social Services Director Quinn Jaeger, Solid Waste Manager Corey Bang, Technology Services Director Rory Schmitz, SWCD Natural Resources Management Technician Tony Nelson, and Probation District Supervisor Dale Arnold.

Call to Order

Commissioner Mongeau called the meeting to order at 1:00 p.m.

Clay County 2027 Budget Planning Meeting

Over the past three months, the Clay County Board of Commissioners has received budget presentations from County departments and non-County entities as part of the 2027 budget development process. The Board will continue to review and discuss the proposed 2027 budget, including funding priorities, departmental and agency requests, and the overall impact on the County levy.

Commissioner Mongeau stated the hope for this work group session is to find efficiencies and figure out how to bring the levy down.

County Administrator Stephen Larson referenced the last page of the packet and stated during one of the last budget discussions, Commissioner Campbell asked for more information on the half cent sales tax collection for the Law Enforcement Center and what the impacts are if we continue to collect at the current pace. County Auditor/Treasurer Lori Johnson stated starting if it's 19% growth, we could pay off the bonds in 2030, if it's 11% growth we could pay off the bonds in 2031, if it's 5% growth we could pay off the bonds in 2032, and if it's 2% growth we could pay off the bonds in 2033. Commissioner Campbell asked what the full term of the bond was. Ms. Johnson stated that would be in 2036. Commissioner Krabbenhoft asked how Ms. Johnson came to the 19%. Ms. Johnson stated she plugged in numbers which automatically increased the estimates. Mr. Larson stated it's just an example. Commissioner Campbell asked if the 19% was of the original invested payment. Ms. Johnson stated in order to pay off the bonds with that 19% we'd have to have 19% growth in sales tax collections. So, 18% wouldn't have been enough to pay it off in that year, which is why it's 19%. Commissioner Campbell asked what the County has been averaging. Ms. Johnson stated it's been varying. From 2021 to 2022 it was 10.89%, from 2022 to 2023 it was 9%, from 2023 to 2024 there was a drop of 2.19%, from 2024 to 2025 it was 3.03% which is where we're currently at now. If we collected the rest of this year what we collected last year the growth would be 1.6% for this year.

Mr. Larson moved into Summary of Tax Levy by Fund and stated there haven't been any significant changes since the last discussion other than seeing a deduction in County Program Aid. So, when we last met, we were at 12.01% and with that adjustment, we're now at 12.10%, which is where we sit today. Mr. Larson stated there are only two new request this year, both for the Sheriff's Office. One is for a front desk courthouse position, and the other is for a Corrections Admin Sergeant position.

External Agency requests were discussed. Mr. Larson stated that Sollera (formally known as Rape and Abuse Crisis Center) requested \$75,000 for 2027, but Social Services has budgeted a 3% increase which would be \$54,801. The City of Barnesville Ambulance has asked for \$75,000 for 2027, but Public Health has budgeted \$35,000 for this entity. Commissioner Mongeau stated she reached out to Wilkin County this morning to see if they were contributing to the Barnesville Ambulance. Wilkin County said they funded \$5,000 in 2026, and from there the ambulance requested a three-year allotment which would be \$6,500 in 2027, \$7,250 in 2028, and \$8,000 in 2029. In addition to the \$35,000 from Clay County and \$5,000 from Wilkin County for 2026, the ambulance also asked for \$30,000 from the Townships, and \$331,000 from the City of Barnesville. Commissioner Baer stated this should be treated as a service district where all the townships and cities within the counties are providing the funding, as it shouldn't fall solely on the County. Commissioner Mongeau stated that in November of last year, she and Mr. Larson met with the Barnesville City Administrator and the Barnesville Mayor to discuss the challenges that they were seeing, and the statute that explains service districts and Barnesville said they were worried that they'll lose control and that they were going to pass on that option at this time. Mr. Larson stated in 2019 they requested \$24,000 from Wilkin and Clay counties, and Clay County provided \$9,600 therefore, at that time, Wilkin County was paying more. Mr. Larson stated when he first started in this position, he used to receive a document that included all the cities and townships and the percentage breakdown on how they requested funds for each entity, and after Mike Rietz left Barnesville that document was no longer received. Commissioner Mongeau stated she doesn't think that \$75,000 is enough to fix their significant budget issues, but the message from Clay County should be how we can help them develop a service district. Commissioner Campbell stated going from \$35,000 to \$75,000 is not sustainable and he wouldn't support it.

The rest of the External Agency requests were discussed starting with the Clay County Fair. Mr. Larson stated the Fair's request of \$34,474 is the same as it was the previous year. There was no request from Cultural Diversity Resources. The Dancing Sky request of \$9,762 is based on a formula. Downtown Moorhead Inc (DMI) request is of \$50,000 is the same as the previous year. Commissioner Krabbenhoft asked for a deeper discussion on advocacy regarding DMI, the Greater Fargo-Moorhead EDC, and the Chamber, and stated that he has all the confidence in the Chamber and has lost all confidence in the EDC. And with Matt Leiseth being new to DMI, wonder if we'd have the same leverage as we did in the last few years. Commissioner Ebinger stated he and Commissioner Mongeau have meeting scheduled with the EDC, per their request, and the information that was sent with the request is pretty redundant in what we've seen in the past. Commissioner Ebinger stated he's not in a position where he's going to argue any funding. Commissioner Mongeau stated she would meet with the EDC, but she is not in support of providing them funding. The Chamber is extremely functional and have been present for the County, and DMI is showing response to what The County needs. Commissioner Campbell stated for a number of years the EDC had a strong mission statement to bring high paying jobs to the metro area. And supporting that type of economic development is a good idea, but since there's been a change in administration there seems to be a lack of motivation in regard to what that mission was. In terms of DMI we've felt very positive about the leadership of

former CEO Derrick LaPoint, and believe that Matt Leiseth is equally capable. One of the concerns is the number of businesses that are closing in Moorehead and moving into North Dakota. And if we're going to fund DMI, maybe we should be talking to them about using those funds to retain businesses in any way they can. Commissioner Campbell stated in terms of The Chamber, their role is different because they're helping us in St. Paul and with legislation, and he fully supports funding them. But in terms of the EDC, Commissioner Campbell stated if it's the Board's wish to end that investment, he's fine with that, but certainly thinks the County needs to work with DMI and the Chamber. Commissioner Baer agreed with the comments about no longer funding the EDC, but asked if the County is getting \$50,000 worth of services from DMI, and suggested cutting that amount by 10%. Commissioner Campbell thinks it would be good to keep DMI at \$50,000 but to then ask Mr. Leiseth to come before the Board to discuss his budget. Commissioner Mongeau suggested keeping DMI where it is, ask for additional finances, and then potentially look at a small reduction. Commissioner Campbell stated he's in full support at leaving DMI at \$50,000 right now. Commissioner's Krabbenhoft and Ebinger agreed.

The funding to FristLink was discussed. Commissioner Mongeau stated everyone is on board with the \$100,000 to The Chamber, along with no longer funding the \$10,000 to the EDC. Mr. Larson stated the Historical and Cultural Society's ask of \$218,235 is the same as the previous year. Discussion ensued regarding the endowment. The Lake Agassiz Regional Library's (LARL) request of \$382,220 is based on a funding formula. Commissioner Ebinger stated anything below that amount would impact their operations. Mr. Larson stated by statute we're required to pay a minimum amount of funding and for 2027 that's \$198,497. Commissioner Baer suggested cutting that requested amount down to what was given in 2026 which was \$362,690. Commissioner Mongeau confirmed that the Board wants LARL to come and present their budget and possibly entertain the idea of receiving the same amount of funds that were provided in 2026. Commissioner Baer confirmed that was correct.

Lakes & Prairies Community Action Partnership (CAPLP) is asking for \$42,583 for the Rural Routes and \$64,834 for the Senior Coordinator position. Winthrop and Weinstine's ask is \$48,000 which the Board has already acted upon. MN Rural Counties Caucus (MRC) ask is \$2,9000 which is based on a funding formula. The Red River Basin Commission is asking for \$1,601 which is based on a funding formula. The Red River Valley Development Association is based on a funding formula, and their ask is \$900 which is the same as previous years.

The funding for the Clay Soil and Water Conservation District was discussed. Their ask for 2027 is \$315,000.66. Commissioner Krabbenhoft stated he's bothered by the agency not being able to give their employees a Cost-of-Living Adjustment (COLA). SWCD Natural Resources Management Technician Tony Nelson stated we're trying to make up for the COLA that was missed in 2026, so this is for two years' worth of COLAs. Commissioner Campbell stated he's against not giving COLAs to their employees. Discussion ensued.

Mr. Larson stated West Central Initiative's request is for \$20,000 which is consistent with previous years. And Metro COG's request is \$29,515.62. Commissioner Mongeau stated with Metro COG that number tends to look more volatile than it actually is based on projects and local matches.

Mr. Larson stated the only other question that was brought up during the fund balance review was the request to have a better understanding of what the cash balance is versus what is spoken for. Ms. Johnson referenced the Cash Balance Comparison sheet from the packet

which are the cash balances for every month of the year for the General fund, Road & Bridge, Social Services, Building, Internal Service, Public Health, Solid Waste, Family Service Center, and Juvenile Detention. Overall, if all levy funds are added together, we're at 17.56% in May of our budgeted expenditures. Mr. Larson stated looking at the cash balance from an investment standpoint we received interest income off of that. The County has been fortunate to have a pretty decent rate and given where we sit on a national level with interest rates, Ms. Johnson felt we could add an additional \$250,000 of interest to the budget.

Mr. Larson stated with Ms. Johnson's retirement there is a potential savings of \$57,516. One of the things that has been discussed is the Detox revenues. We've looked at the facility over the last 1.5 years, and we have a better idea of what the needs are. Initially the budgeted dollar amount comes out of the Social Services budget, and it increased by about \$43,000 from last year. After discussion with Ms. Johnson, we feel that \$250,000 could be removed from the Social Services budget. Commissioner Campbell asked if it was a \$250,000 in expenses or revenue. Mr. Larson stated this would be Detox revenue and Social Services expense, but the driving factor is the revenue.

Mr. Larson stated for the last few years money has been set aside for the increase of our insurance. This is one of the only other areas we fund for the future. Commissioner Campbell stated we've built up about \$1.2 million for this and that has been a strategic move, but it would be ok to hold off on that for a year too. One of the two things that are discussed at the Insurance Committee is to establish a fund that can be used in the event that the County self-insures or it was built up to buy down any potential increase that come in the future, if we determine that the risk would be too high to self-insure. Overall, with the struggles we're seeing, removing that from the budget for 2027 makes sense. Commissioner Krabbenhoft agreed.

Mr. Larson stated when it comes to fund balance if we don't spend the money, we have revenues over expenditures and we should look at utilizing those dollars. Ms. Johnson feels comfortable offering \$1,861,573 in fund balance. Ms. Johnson stated with the cuts that Mr. Larson stated, that results in 5.94%. Commissioner Campbell asked if that was after growth. Ms. Johnson stated that's correct.

Commissioner Mongeau stated that she was just at the AMC Board of Directors meeting and they were talking about what counties were doing with the Long-Term Services & Supports (LTSS) cost shifts and not one county in the metro is budgeting for this and asked if we could see a 50% reduction in what's being budgeted. Social Services Director Quinn Jaeger stated that's ultimately what his answer would be. Discussion ensued. Commissioner Mongeau asked what the levy would be at if LTSS was reduced by 50%. Ms. Johnson stated that would bring the levy down to 5.41%. Commissioner Mongeau asked if the new requests for the Sheriff's Office were already included in that percentage. Ms. Johnson stated yes that's correct. Commissioner Baer asked the Sheriff if he had to pick one of the new position request, which would it be. Sheriff Mark Empting stated he would have to choose the Corrections Admin Sergeant position. Discussion ensued.

Commissioner Krabbenhoft discussed dispatch, the cities, and possible offsets in sales tax. Commissioner Campbell discussed not liking the proposal that came from the small cities. If we do it, we should just do it and be done with it but certainly suggest not having a contract with them. And if that's the route we go, they will need to be responsible for their own non-emergency calls. Commissioner Ebinger stated tech support is part of this. Mr. Larson stated that after talking with Dilworth Mayor Chad Olson and seeing the agenda from their meeting the

previous evening, it looks as though the rural cities would collectively be utilizing the same IT company to provide those services. Commissioner Campbell stated he thinks everything should remain as is for the preliminary budget with the idea in mind that there would be 25% reduction right now, which will allow more time to see what the other options are. Discussion ensued.

Commissioner Baer discussed the opioid settlement funds that were talked about at a previous Board meeting and suggested moving \$30,000 out of the Attorney's budget for treatment courts and instead utilize the opioid settlement funds for that program. Mr. Larson stated from the County's perspective most counties are leaving that up to the County Attorney to make that determination, so if Mr. Melton feels comfortable with that, that would certainly be something we could consider. Commissioner Mongeau stated she appreciates that thought and it would be a wide utilization of those funds.

Commissioner Baer asked what the net levy is at with the changes. Ms. Johnson stated 5.34% after new construction.

The Board discussed striping for the Highway department and Mr. Larson stated what was budgeted went from \$400,000 to \$200,000 to \$100,000. If Ms. Johnson increased that back to \$200,000, the net levy would be 5.55%. Discussion ensued.

Commissioner Mongeau thanked the Board and staff for the discussion and the great work.

Adjourn

The meeting was adjourned at 2:53 p.m.

Jenny Mongeau, Chair
County Board of Commissioners

Stephen Larson, County Administrator

Agenda Item # 2.



BOARD AGENDA ITEM INFORMATION SHEET
15 minutes

AGENDA ITEM NUMBER AND NAME: 2. Budget Presentation - Lake Agassiz Regional Library
DATE: September 8, 2026
DEPARTMENT: Other
PRESENTER: Liz Lynch - Executive Director, Jamie Sprynzcynatyk - Finance Director
ACTION BEING REQUESTED: N/A
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Lake Agassizz Regional Library (LARL) is a non-county entity that has received levy funds in previous budgets. Representatives from LARL will present their Budget for 2027.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: LARL Budget 2027 Overview, Your Library System In Action 2026
IMPLEMENTATION TIMELINE: 2027 Budget
COST IMPACT/FUNDING SOURCE:
MOTION TO BE ADOPTED BY COUNTY BOARD: N/A

LARL Revenue/Costs by Signatory

LARL budget, allocated to each Signatory. Direct Costs of each library are computed. For Cities that are Signatories, a 3 year average of transactions of County vs City residents is computed and that % is allocated to the County. Board Expenses are charged to each Signatory based on number of representative on the LARL Board. The remaining costs are allocated to each Signatory with LARL's Used Based formula.

	2027 Budget	Becker County	Detroit Lakes	Clay County	Moorhead	Clearwater County	Mahnomen County	Mahnomen	Norman County	Polk County	Crookston	Wilkin County	Breckenridge
Library Use % City/County residents 3 year average		59.45%	40.55%	12.58%	87.42%		74.09%	25.91%		24.84%	75.16%	22.30%	77.70%
REVENUE													
Signatory Payment 2026	3,112,230	477,840	271,670	362,690	908,300	127,910	53,320	25,470	125,450	334,230	256,380	65,270	103,700
Increase 7%	220,000	33,780	19,200	25,640	64,210	9,040	3,770	1,800	8,870	23,630	18,120	4,610	7,330
Grants/Other Revenue	1,200,732	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	4,532,962	511,620	290,870	388,330	972,510	136,950	57,090	27,270	134,320	357,860	274,500	69,880	111,030
Personnel Expenses	3,449,250	36,732	455,559	146,483	861,759	83,574	-	69,957	99,498	279,315	310,854	12,365	175,474
Total Other Direct Costs	232,987	4,596	8,335	6,022	17,361	3,475	-	2,439	7,552	10,413	6,962	1,119	4,059
TOTAL DIRECT COSTS	3,682,237	41,329	463,894	152,505	879,120	87,048	-	72,396	107,050	289,728	317,816	13,483	179,534
Direct Costs allocated to Counties	-	275,780	(275,780)	110,587	(110,587)		54,290	(54,290)		78,945	(78,945)	40,038	(40,038)
TOTAL DIRECT AFTER ALLOCATION	3,682,237	317,109	188,115	263,092	768,533	87,048	54,290	18,106	107,050	368,673	238,872	53,522	139,495
Board Expenses	6,000	400	800	400	1,200	400	400	400	400	400	400	400	400
Allocation by Use Based Formula													
Automation/Cataloging	219,400	37,734	19,694	29,831	54,185	10,011	4,586	1,247	12,008	26,459	14,498	4,448	4,698
Programming/Staff Developme	35,000	6,019	3,142	4,759	8,644	1,597	732	199	1,916	4,221	2,313	710	750
Other Operating	215,658	37,090	19,358	29,322	53,261	9,840	4,508	1,226	11,803	26,008	14,251	4,373	4,618
Materials	447,840	77,022	40,199	60,891	110,603	20,435	9,362	2,545	24,510	54,008	29,594	9,080	9,590
Capital Expenditures	40,000	6,879	3,590	5,439	9,879	1,825	836	227	2,189	4,824	2,643	811	857
Regional Office (net allocated)		(21,051)	(10,987)	(16,642)	(30,229)	(5,585)	(2,559)	(696)	(6,699)	(14,761)	(8,088)	(2,482)	(2,621)
Expenses allocated by use based formula	957,898	143,694	74,996	113,599	206,344	38,123	17,466	4,748	45,727	100,759	55,211	16,940	17,892
Total Direct and Allocated costs	4,646,135	461,202	263,910	377,091	976,077	125,572	72,156	23,254	153,177	469,831	294,483	70,862	157,788
Balance Over (Under) calculated cost	(113,173)	50,418	26,960	11,239	(3,567)	11,378	(15,066)	4,016	(18,857)	(111,971)	(19,983)	(982)	(46,758)
Funding % of calculated costs		111%	110%	103%	100%	109%	79%	117%	88%	76%	93%	99%	70%

Adjustment to 7% increase based on 4 year transition period to a funding method based on cost of service

7% increase	7%	33,780	19,200	25,640	64,210	9,040	3,770	1,800	8,870	23,630	18,120	4,610	7,330
Total adjustment (25%)		(16,950)	(9,210)	(6,110)	(7,370)	(4,000)	3,280	(1,230)	3,570	25,490	2,130	110	10,290
2027 Increase after adjustment		16,830	9,990	19,530	56,840	5,040	7,050	570	12,440	49,120	20,250	4,720	17,620
Total funding (after calculated increase and adjustment)		494,670	281,660	382,220	965,140	132,950	60,370	26,040	137,890	383,350	276,630	69,990	121,320
Total Costs		461,202	263,910	377,091	976,077	125,572	72,156	23,254	153,177	469,831	294,483	70,862	157,788
Balance Over (Under) calculated cost		33,468	17,750	5,129	(10,937)	7,378	(11,786)	2,786	(15,287)	(86,481)	(17,853)	(872)	(36,468)
Funding as a % of calculated cost		107%	107%	101%	99%	106%	84%	112%	90%	82%	94%	99%	77%
% increase from 2026 budget request		3.52%	3.68%	5.38%	6.26%	3.94%	13.22%	2.24%	9.92%	14.70%	7.90%	7.23%	16.99%

Your Library System In Action



**Lake Agassiz
Regional Library**

State-Wide Resources & Services Lake Agassiz Regional Library Services, Resources and Collection



Rotating Collection of Physical Items

168,088 Books
3,101 CD Audiobooks
12,810 DVDs
74 Book Club Kits



Digital Library

27,671 eBooks
9,143 eAudiobooks
6,649 eMagazines



Community Gathering Spaces

Meeting Rooms



Programming

Summer Reading Program
1000 Books Before Kindergarten
Legacy Programs & Community Events



Technology

Public Computers
Internet Hotspots
Laptops (In-Library Use)
Tablets for Youth
Wireless Internet
Printing, Copying & Faxing



Services

Test Proctoring
Paper Shredding
Mobile App
Research Assistance
Homebound Delivery



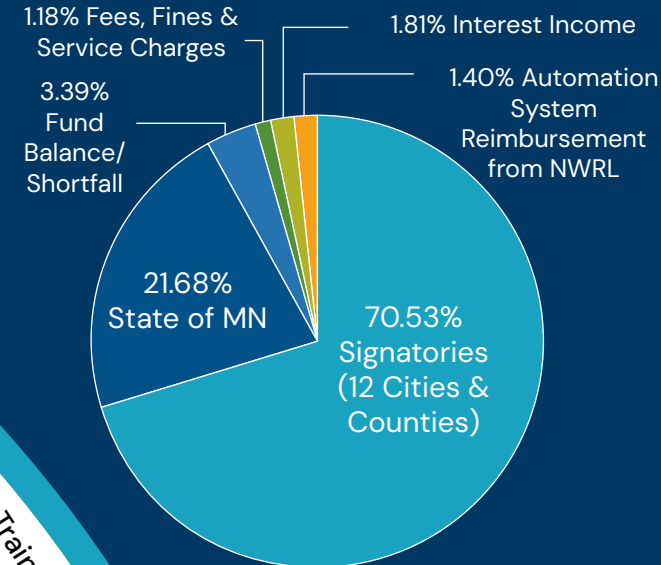
12 Regional Office Staff

Administration/Operations
Collection Development
Finance & HR
Marketing
Automation & IT
Program Planning
Region-Wide Delivery

97 Front Line Staff

Reader's Advisory
Reference and Referral
Technology Assistance
Customer Connections
Community Partnerships

Where does the money come from?



I love, love, LOVE the library! It adds so much value to our community, the staff are amazing, and I love seeing the efforts made towards inclusion. Amazing job all around! - Library Customer

My one-year-old son and I enjoy coming to Storytime on Thursday mornings! We always feel so welcomed by library staff. This nice library is a wonderful thing to have in our small community. - Library Customer

City, County and State Funding Partnerships

Library facilities owned and maintained by Cities. Operational funding from 12 Signatories and MN Dept. of Education.

Agenda Item # 3.



BOARD AGENDA ITEM INFORMATION SHEET
15 minutes

AGENDA ITEM NUMBER AND NAME: 3. Budget Presentation - Downtown Moorhead Inc (DMI)
DATE: September 8, 2026
DEPARTMENT: Administration
PRESENTER: Matt Leiseth, Executive Director - Downtown Moorhead Inc
ACTION BEING REQUESTED: DMI Update and 2027 Budget Request
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Downtown Moorhead INC (DMI) is a non-county entity that has received levy funds in previous budgets. Executive Director Matt Leiseth will present an update and also address their budget request for 2027.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: Downtown Moorhead Inc 2027 Budger Request
IMPLEMENTATION TIMELINE: 09/08/2026
COST IMPACT/FUNDING SOURCE: \$50,000
MOTION TO BE ADOPTED BY COUNTY BOARD: N/A

June 9, 2026

Re: Clay County Requests for Funds for 2027

To Clay County Commissioners and Leadership,



On behalf of Downtown Moorhead Inc. (DMI), thank you for your generous \$50,000 investment in 2026. Your continued support has played a vital role in advancing our mission—strengthening partnerships, supporting local businesses, and driving meaningful growth throughout Moorhead and Clay County.

At DMI, we act as a catalyst for collaboration, connecting businesses, residents, and public partners to opportunities that fuel economic growth. Through ongoing engagement, we remain focused on expanding the local business base, supporting redevelopment, and positioning Moorhead as a vibrant place to live, work, and invest.

That momentum is clearly visible across Moorhead, where coordinated public and private investments are driving measurable impact:

- **Strengthening community energy:** The Loop, opened in April, is already energizing downtown, joined by the recent openings of Romkey Park and Matson Field—while the remodeled City Hall and adjacent plaza, set for completion this fall, will further expand opportunities for gathering, events, and daily activity.
- **Expanding community engagement:** Events continue to grow, including the Farmers Market at Trinity Lutheran on 8th Street and Folkways' SUNSET ON THE RED on Thursday, September 10, welcoming both new and returning college students.
- **Advancing redevelopment:** The newly named Loop District will continue to build into a dynamic mix of housing, retail, dining, and services.
- **Accelerating private investment:** On the east end, Kevin Bartram's first phase is complete, with Downtown Wellness, supporting businesses, and leased apartments now in operation, while the second phase will add more residents later this year—together doubling the taxable value of the Moorhead Center Mall as plans move forward to renovate the FM Building into the Frederick Martin Hotel.
- **Positioning for future growth:** Efforts continue to advance a Sustainable Aviation Fuel (SAF) project, leveraging regional agricultural feedstock and MCCARA's ready-to-develop land, utilities, and rail infrastructure.

As we look ahead to 2027, we are energized by the progress underway and the opportunities ahead. We respectfully request your continued partnership through a funding contribution for 2027. Your investment will help sustain this momentum, leverage private development, and ensure we continue building a dynamic, connected, and economically resilient Clay County.

Thank you again for your continued support.

Respectfully,

A handwritten signature in black ink that reads "Matt Leiseth". The signature is written in a cursive, flowing style.

Matt Leiseth

Downtown Moorhead Inc.

President/CEO

Agenda Item # 4.



BOARD AGENDA ITEM INFORMATION SHEET
5 minutes

AGENDA ITEM NUMBER AND NAME: 4. Request Approval of a One-Time Policy Exception
DATE: September 8, 2026
DEPARTMENT: GIS & Communications
PRESENTER: Mark Sloan, GIS & Communications Director, Stacey Deelstra
ACTION BEING REQUESTED: Approve a one-time exception to the Clay County Procurement Policy
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Clay County's ChatGPT Business subscription costs \$20 per user per month when billed annually. With 54 users, the annual subscription cost is \$12,960. This amount exceeds the \$5,000 single-day purchase limit and \$10,000 30-day limit established in the Clay County Procurement Policy. OpenAI requires payment by credit or debit card and does not offer ACH, purchase-order, invoice, or split-payment options for the County's self-service subscription. Approval is requested for a one-time increase in the designated County credit card's single-purchase and 30-day limits to \$15,000 to pay the annual ChatGPT Business subscription for 54 County users. The increased limits would apply only to this transaction and would return to their regular amounts after payment is completed. This action requires a one-time exception to the Clay County Procurement Policy, Attachment A – Credit Card Purchasing Policy, "Cardholder Spending Limits," items 1 and 3. That policy establishes a \$5,000 single-day purchase limit and a \$10,000 30-day limit and states that purchases exceeding a cardholder's limits are not allowed.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE:
IMPLEMENTATION TIMELINE: Immediate
COST IMPACT/FUNDING SOURCE: Included as a budgeted item.
MOTION TO BE ADOPTED BY COUNTY BOARD: Approve a one-time exception to the Clay County Procurement Policy and authorize the County Auditor to temporarily increase the designated County credit card's single-purchase and 30-day limits to \$15,000 for payment of the annual ChatGPT Business subscription, with the limits returning to their previously authorized amounts following completion of the transaction.

Agenda Item # 5.



BOARD AGENDA ITEM INFORMATION SHEET
10 minutes

AGENDA ITEM NUMBER AND NAME: 5. Request Approval of Resolution 2026-17 — Appointment of the County Auditor/Treasurer
DATE: September 8, 2026
DEPARTMENT: Commissioners
PRESENTER: Stephen Larson, County Administrator
ACTION BEING REQUESTED: Approval of Resolution 2026-17
BRIEF DESCRIPTION PROVIDING THE RATIONALE FOR COUNTY BOARD ACTION: Clay County Auditor-Treasurer Lori Johnson will be retiring following nearly 40 years of service to Clay County. As part of the succession process, Clay County conducted a recruitment and selection process to identify the next Auditor-Treasurer. Under Minnesota law and prior action taken by the Clay County Board of Commissioners, the office of Clay County Auditor-Treasurer is an appointed position. In 2014, the Clay County Board of Commissioners took the required action to convert the office from elected to appointed effective January 1, 2015. Administration is recommending the Clay County Board of Commissioners consider the appointment of Tammy Swanson as the next Clay County Auditor-Treasurer. Ms. Swanson will begin employment with Clay County on October 12, 2026, allowing for a transition and training period with Ms. Johnson. Ms. Johnson will remain the appointed Auditor-Treasurer through December 18, 2026, with Ms. Swanson assuming the office effective December 19, 2026. During the transition period, Ms. Swanson will serve as Auditor-Treasurer Designee and Ms. Johnson will complete the necessary documents to identify Ms. Swanson as the Deputy Auditor/Deputy Treasurer to ensure continuity of operations and an orderly transfer of responsibilities.
ATTACH A DRAFT OF THE RESOLUTION, POLICY, PROCEDURE, PROTOCOL, ETC., THAT THE BOARD IS BEING ASKED TO ADOPT/APPROVE: Resolution 2026-17_Clay County Auditor Treasurer Appointment
IMPLEMENTATION TIMELINE: 09/08/2026
COST IMPACT/FUNDING SOURCE: Grade 28 - Step 3 - \$130,707.20, Front Load 1 week of Vacation and 1 Week of Sick Time. Follow County Policy for Vacation/Sick Accruals.

MOTION TO BE ADOPTED BY COUNTY BOARD:

Motion to Approve Resolution 2026-17, Appointing Tammy Swanson as Clay County Auditor-Treasurer Effective December 19, 2026, and Providing for the Transition as Outlined in the Resolution.

RESOLUTION NO. 2026 – 17

AUTHORIZING THE APPOINTMENT AND TRANSITION OF THE CLAY COUNTY AUDITOR-TREASURER

WHEREAS, pursuant to Minnesota law and prior action of the Clay County Board of Commissioners, the office of Clay County Auditor-Treasurer is an appointed office filled by appointment of the Clay County Board of Commissioners; and

WHEREAS, on December 16, 2014, the Clay County Board of Commissioners adopted Resolution No. 2014-50 appointing Lori Johnson to the office of Clay County Auditor-Treasurer effective January 1, 2015;

WHEREAS, Lori Johnson has announced her retirement from Clay County following nearly four decades of dedicated service, with her appointment and service as Clay County Auditor-Treasurer concluding at the end of the day on December 18, 2026; and

WHEREAS, Lori Johnson's final scheduled day actively working in the Auditor-Treasurer's Office will be November 25, 2026, after which she will utilize accrued leave through the conclusion of her appointment on December 18, 2026; and

WHEREAS, the Clay County Board of Commissioners recognizes the importance of maintaining continuity in the statutory, financial, administrative, and operational responsibilities of the Auditor-Treasurer's Office throughout this transition; and

WHEREAS, Tammy Swanson has been selected to succeed Lori Johnson as Clay County Auditor-Treasurer and will begin employment with Clay County on October 12, 2026, to provide for orientation, training, transition, and the transfer of institutional knowledge prior to Lori Johnson's retirement; and

WHEREAS, Minnesota Statutes section 384.08 authorizes a county auditor, by certificate in writing, to appoint deputies who, upon satisfying the statutory requirements, may sign papers and perform acts that the county auditor may perform; and

WHEREAS, Minnesota Statutes section 385.02 authorizes a county treasurer, by certificate in writing, to appoint deputies who, upon satisfying the statutory requirements, may sign papers and perform acts that the county treasurer may perform; and further provides for the bonding of deputy county treasurers; and

WHEREAS, Lori Johnson, as the duly appointed Clay County Auditor-Treasurer, intends to appoint Tammy Swanson as Deputy Auditor and Deputy Treasurer, in accordance with Minnesota Statutes sections 384.08 and 385.02, to provide the statutory authority necessary for Tammy Swanson to perform the duties of those offices during the transition period; and

WHEREAS, Lori Johnson shall remain the duly appointed Clay County Auditor-Treasurer through December 18, 2026, notwithstanding her use of accrued leave following November 25, 2026, and Tammy Swanson's service as Deputy Auditor and Deputy Treasurer shall not constitute assumption of the office of Clay County Auditor-Treasurer prior to the effective date of her appointment;

NOW, THEREFORE, BE IT RESOLVED, that the Clay County Board of Commissioners hereby recognizes Tammy Swanson as Auditor-Treasurer Designee effective October 12, 2026, through December 18, 2026, for purposes of orientation, training, transition, and transfer of institutional knowledge; and

BE IT FURTHER RESOLVED, that the Board acknowledges the appointment by Lori Johnson of Tammy Swanson as Deputy Auditor and Deputy Treasurer, pursuant to Minnesota Statutes sections 384.08 and 385.02, effective upon completion of the required written certificates, oaths of office, recording, and applicable bonding requirements; and

BE IT FURTHER RESOLVED, that the Clay County Board of Commissioners hereby approves the bond or applicable position/schedule bond coverage required for Tammy Swanson's service as Deputy Treasurer in the amount established by the Board or otherwise provided through the County's existing bond coverage, subject to confirmation that such coverage satisfies Minnesota Statutes section 385.02; and

BE IT FURTHER RESOLVED, that Lori J. Johnson shall remain the duly appointed Clay County Auditor-Treasurer through the end of the day on December 18, 2026, retaining the authority and responsibility of that office during the entirety of her appointment, including during her use of accrued leave following November 25, 2026; and

BE IT FURTHER RESOLVED, that during Lori J. Johnson's absence, Tammy Swanson, acting in her capacity as Deputy Auditor and Deputy Treasurer, is authorized to exercise the authority and perform the duties permitted to a duly appointed deputy under Minnesota law; and

BE IT FURTHER RESOLVED, that the Clay County Board of Commissioners hereby appoints Tammy Swanson to the office of Clay County Auditor-Treasurer effective December 19, 2026, at which time she shall assume the statutory authority, duties, and responsibilities of that office; and

BE IT FURTHER RESOLVED, that prior to entering upon the duties of the office of Clay County Auditor-Treasurer, Tammy Swanson shall complete all applicable oaths, bonds, certificates, and other qualification requirements required by Minnesota law and Clay County; and

BE IT FINALLY RESOLVED, that the Clay County Administrator, Human Resources Department, Auditor-Treasurer's Office, and other appropriate County officials are authorized to take all administrative actions reasonably necessary to implement the transition and appointment contemplated by this Resolution.

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

ATTEST:

Jenny Mongeau, Chair
Clay County Board of Commissioners

Stephen Larson
Clay County Administrator

Date

Date