

**CITY OF HOUSTON REGULAR COUNCIL MEETING
AGENDA**

**6:00 P.M., MONDAY, JANUARY 12, 2026
HOUSTON CITY HALL, COUNCIL CHAMBERS
105 West Maple Street**

Pledge of Allegiance

Regular Meeting

Public Comment Period

Section 1. Business before the Council

- A. Matt Mohs/Bolton & Menk – Project Updates (LRIP App, Lead Service Lines, & Spruce Street)
 - a. 2026 Lead Service Line Replacement Project Work Order #1****
- B. Consider Planning Board recommendation related to ISD #294 Variance Request**
- C. Consider Proposal for Construction of a Wall and Storage Area**
- D. Gambling Permit (Sheldon Valley Sportsman’s Association)**
- E. Ambulance - Adopt Resolution Accepting OEMS funding for the Houston Community Ambulance
 - a. Consider increase to on-call pay for Ambulance Attendants**
 - b. Accept resignation of EMT****
- F. Audit Letter of Understanding**
- G. Committee Appointments**
- H. Accept Newspaper Bid**
- I. Designation of Official Newspaper
 - a. Designation of Depository****
- J. Personnel Items – 2026 Seasonal Hires including; Summer Rec Director, Maintenance, and Flower Care Attendant**
- K. Adopt Resolution Accepting 2025 Donations**
- L. Adopt Resolution Approving Appropriations**
- M. Renew Business Health Services Agreement**

Section 2. Action Items:

- A. Minutes from December 8, 2025, meeting**
- B. Bills**

Section 3. Consent Agenda Items to Be Placed on File

- A. Library minutes, reports, statistics, and policies**

Section 4. Department Reports

Adjournment

*Mayor: Scott Wallace
Council: Zeb Baumann, Emily Krage, Danny Todd, Steve Westby*



**BOLTON
& MENK**

Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

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Bolton-Menk.com

ENGINEERING MEMORANDUM for the 1/12/26 COUNCIL MEETING

Date: January 9, 2025
To: Honorable Mayor and City Council Members
From: Matt Mohs, P.E., City Engineer
Subject: Miscellaneous Project Updates
City of Houston

Westgate Drive Reconstruction – LRIP Application

The Local Road Improvement Program (LRIP) grant application was submitted on Thursday, December 11th. Early feedback from the state includes the following:

- There were 233 applications submitted (74 were from non-state aid cities and 24 total in MnDOT District 6), and
- The total requested funding is \$277,393,000 (total available funding is \$47,000,000).

Lead Service Line (LSL) Replacement

The City of Houston is included on PFA's 2026 Part B Draft Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) lead service line replacement (LSL-R) project list for various sites across town. The City has been approved for 21 services (lead or galvanized) to be included in this replacement project for an approved funding total of \$525,000 (constructions costs + engineering costs + contingency). There are eight (8) services that are fully or partially Unknown. Funding was not directly allocated for these services; however, funding may be available dependent on the bid results.

Plans and specifications must be submitted to the Minnesota Department of Health (MDH) by March 31, 2026, for plan certification. Work Order No. 1 for Design and Bidding is included in the packet for Council consideration. See the work order for additional information.

Spruce Street

We've been coordinating with the county over the past few weeks and have resubmitted plans for their final review. No significant changes were made. Once internally approved, the County will submit for approvals through both funding agencies (MnDOT State Aid, then MPCA/MDH for the city's funding approvals). Following the completion of agency reviews, we'll need to finalize the cooperative construction agreement with the county and set a bid date.

Staff Recommendation: Staff recommends approving Work Order No. 1 for the 2026 Lead Service Line (LSL) Replacement Project for an hourly not-to-exceed fee of \$28,500. Please refer to the work order in your packet for details.

WORK ORDER No. 1

**Project: 2026 Lead Service Line (LSL) Replacement Project
Houston, Minnesota**

This Work Order is entered into this 12th day of January, 2026 by and between the CITY OF HOUSTON, PO Box 667, 105 W. Maple Street, Houston, MN 55943 (the "City") and BOLTON & MENK, INC., 2900 43rd Street NW, Suite 100, Rochester, MN 55901 (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a Professional Services Agreement on the 26th day of July, 2016; and

WHEREAS, the Professional Services Agreement allows the City to authorize the Consultant to perform Additional Services; and

WHEREAS, this Work Order outlines the Additional Services to be performed by the Consultant for the Project; the approved compensation for the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

**ARTICLE ONE
SERVICES TO BE PERFORMED BY THE CONSULTANT**

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

**ARTICLE TWO
CONSULTANT'S COMPENSATION**

The City agrees to compensate the Consultant for services furnished according to Exhibit B attached hereto and made a part hereof.

**ARTICLE THREE
SCHEDULE OF PERFORMANCE**

The Consultant shall perform the services for the Project on a schedule that is mutually agreeable to the City and Consultant.

Subject to the terms and conditions of this Work Order, all of the terms and conditions of the Professional Services Agreement dated the 26th day of July, 2016 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first above written.

BOLTON & MENK, INC.

CITY OF HOUSTON

By: 
Brian Malm, Principal Engineer

By: _____
Scott Wallace, Mayor

Date: January 8, 2026

By: _____
Michelle Quinn, City Administrator

Date: _____

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

Project Scope & Limits:

The project limits and general scope notes are provided on Exhibit C.

The lead service line replacement funding is program offered though the Public Facilities Authority (PFA) to help provide financial assistance for replacement of identified lead and galvanized services on both the private and public side. While funds exist, the program offers 100% grant for the replacement of the private side, and a 0% loan which will turn into a grant for the replacement of the public side. Residents within the community cannot receive this funding individually. This program is only offered to projects administered by the Public Water System.

The City of Houston is included on PFA's 2026 Part B Draft Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) lead service line replacement (LSL-R) project list for various sites across town. The City has been approved for 21 services (lead or galvanized) to be included in this replacement project for an approved funding total of \$525,000 (constructions costs + engineering costs + contingency). There are eight (8) services that are fully or partially Unknown. Funding was not directly allocated for these services; however, funding may be available dependent on the bid results.

Funding Note: Funding disbursement is expected to be similar to that of other projects financed through PFA; however, we are still working to get clarification of this process, as it is a new program. This past summer, communities experienced delays in reimbursements. If these delays continue, there may be a period in which temporary financing would be needed prior to grant funds being available.

Below is a breakdown of the various tasks that are needed to complete this project.

Tasks:

- Task 1 – Design Services (Preparation of Plans and Specifications and Bidding)
- **Future Task 2** – Construction Services

Plans and specifications must be submitted to the Minnesota Department of Health (MDH) by **March 31, 2026**, for plan certification.

***Right of Entry agreements will be required from all residents on the project. The Contractor will be required to obtain right-of-entry agreements before working on private property.**

Proposed Project Schedule:

Schedule for performance of Services will be as follows:

- January 12, 2026 – Authorization to Proceed
- March 31, 2026 – Submit Plans and Specifications to PFA for Certification
- June 2026 – Authorize Advertisement for Bids
- July through August 2026 – Bidding and Bid Award
- August through September 2026 – Finalize Loan Application
- September 2026 through June 2027 – Construction

Engineering Work Scope:

The checked boxes below are included in this work order.

- Preliminary Design & Planning
- Topographic and Boundary Survey
- Detailed Design, Plan and Specification Preparation
 - Review and validate GIS records.
 - Meet with City Staff as needed.
 - Research utility records and plans.
 - Develop work site plans via GIS.
 - Prepare bid documents including construction plans, construction specifications, and construction contracts in accordance with the requirements of the City, MPCA, MDH, and PFA.
 - Finalize documents based on MDH feedback and field investigations.
 - Coordinate public notifications.
 - Prepare project contracts.
 - Assist with pre-bid and post-bid PFA financing applications.
- Bidding Services
 - Answer contractor questions.
 - Facilitate pre-bid meeting.
 - Facilitate and attend (in-person) on-line Bid Opening.
 - Prepare bid tabulation and letter of recommendation.
- Construction Staking, Engineering, Observation, and Contract Management

City Assistance Requested:

Since this project is on a short timeline to meet the submittal date of March 31, 2026, we are requesting assistance from the City of Houston to keep the project on schedule as well as to reduce the total fees incurred. Here is a list of tasks that the City will need to complete for this project:

- Coordinate with consultant GIS staff.
- Help to locate missing curb stop (as needed) and photograph each site.
- Work with homeowners to identify unknown private services.
- Handle communications/notices to property owners.
- Bolton & Menk will provide a draft Right of Entry agreement for the City of Houston to use. It is the responsibility of the City to review the Right of Entry agreement with your attorney prior to authorizing the Contractor to proceed with the project.
- Assist the Contractor with securing Right of Entry agreements from impacted homeowners.

Additional Services:

Consulting services performed other than those identified in the Tasks above shall be considered not part of the Basic Services and may be authorized by the City of Houston as Additional Services.

Additional Services consist of those services that are not generally considered to be Basic Services, or exceed the requirements of the Basic Services, or are not definable prior to the bidding of the project, or vary depending on the technique, procedures, or schedule of the project contractor. Additional services may include:

- Professional services associated with preliminary site or subsurface exploration.
- Professional services not identified above, including soil testing services of an independent testing laboratory.

EXHIBIT B

CONSULTANT'S COMPENSATION FOR PROJECT

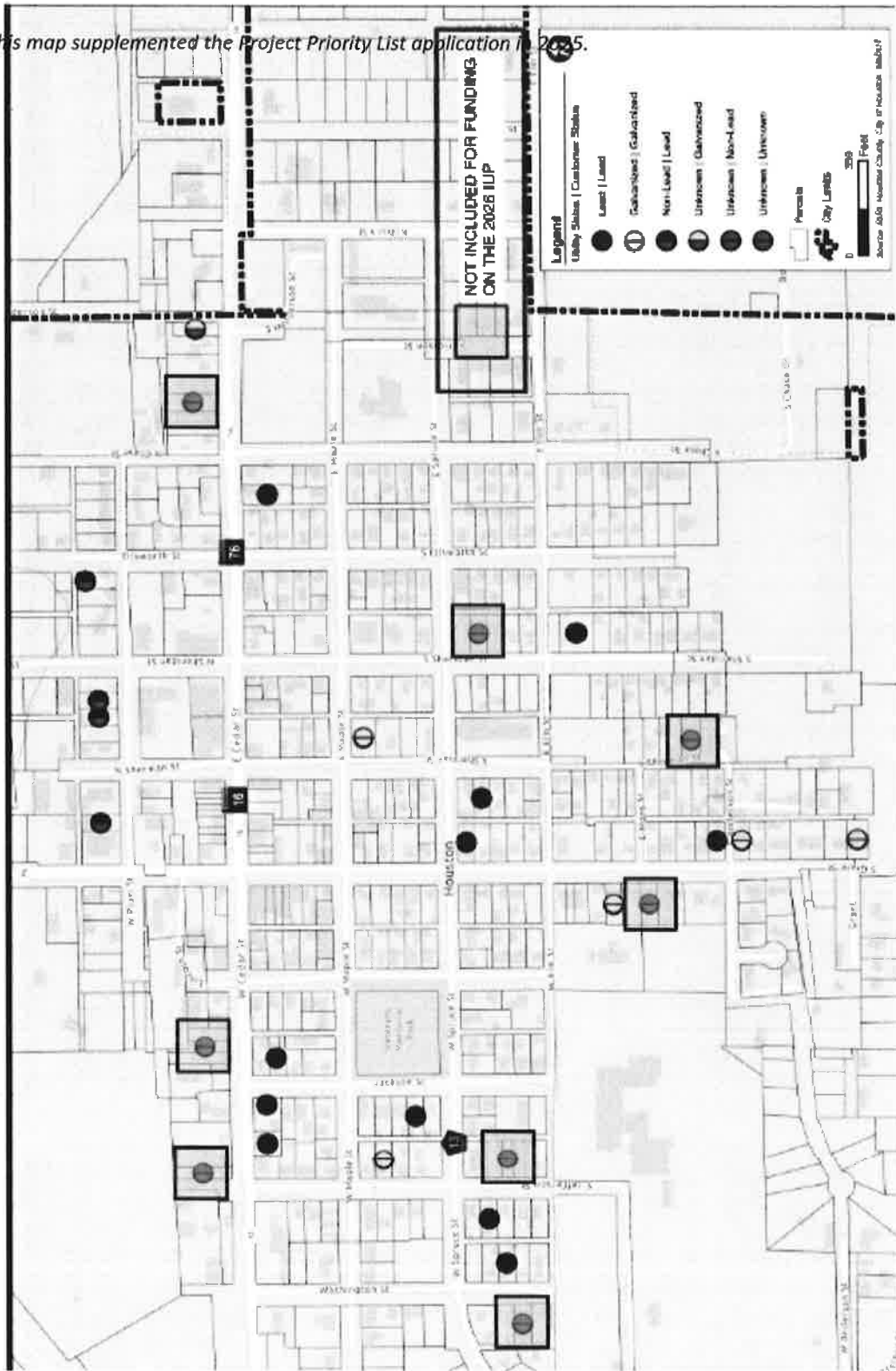
TASK	DESCRIPTION	Total Cost
1	Design Services (Preparation of Plans and Specifications and Bidding)	\$28,500
TOTALS		\$28,500

Time associated with Task 1 will be billed on an hourly basis, at our standard rates. The total authorized costs for this project will not be exceeded without consent of the City.

EXHIBIT C - PROJECT MAP



This map supplemented the Project Priority List application in 2025.



MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Variance Request
From: Planning Board

On January 5, 2026, the Planning Board held a public hearing to consider a variance request submitted by ISD #294-Houston Public School District, 310 South Sherman Street.

Following the hearing, the Planning Board recommended the Council approve the variance application based on the facts and conclusions of law found on the attached resolution.

Action requested: Consider the recommendation of the planning board and consider action to adopt Resolution No. 2026-tbd

RESOLUTION NO. 2026-
ADOPTING FINDINGS OF FACT AND REASONS FOR APPROVAL
FOR VARIANCE APPLICATION OF ISD #294 – HOUSTON PUBLIC SCHOOL DISTRICT
310 SOUTH SHERMAN STREET

FACTS

1. ISD #294-Hosuton Public School District is the owner of a parcel of land located at 310 South Sherman Street, Houston, Minnesota; and,
2. The subject property is legally described as found in variance application; and,
3. Owner has applied to the City for a variance of 9 feet from the front setback to meet the 30-foot front setback requirement to construct a secure point of entry addition on the existing school building; and,
4. The proposal would vary from City Code § 151.21 (E) (3) (a), failing to meet the front setback of 30-foot.
5. Following a public hearing held on January 5, 2026, the Houston Planning Commission recommended approval of the variance.
6. On January 12, 2026, the City Council of the City of Houston reviewed the requested variance.

APPLICABLE LAW

7. Minnesota Statutes Section 462.357, sub. 6 provides:
 - a. Variances shall only be permitted when they are in harmony with the general purposes and intent of the city code and when the variances are consistent with the comprehensive plan.
 - b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning code. "Practical Difficulties" as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning code; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Note: Economic considerations alone do not constitute practical difficulties. The board or governing body may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

8. City Code allows variances if the applicant meets the criteria as stated in section §151.57.

CONCLUSIONS OF LAW

9. The requested variance is in harmony with the purposes and intent of the city code because it meets all requirements apart from front setback.
10. The requested variance is consistent with the comprehensive plan because the comprehensive plan's goal includes the enhancement of schools to attract enrollment which this request aligns with.
11. The property owner does propose to use the property in a reasonable manner because it provides a secure point of entry and increased safety for students which has been discussed since 2015.
12. There are unique circumstances to the property not created by the landowner because it is necessary to enhance student safety with a secure point of entry on an existing 1939 building.
13. The variance will maintain the essential character of the locality because granting the request will not alter the character of the neighborhood and will only serve to enhance the aesthetics of the well-maintained existing school building and safety of students enrolled.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Houston, Minnesota, that the application to issue a variance to allow the addition of a secure point of entry on the Elementary School Building with conditions as recommended by the Planning Commission, so as to deviate from City Code §151.21 is hereby approved; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Houston, Minnesota that the Building Permit Application is to be submitted to CMS for final approval.

Adopted by the City Council of Houston on this 12th day of January 2026.

Approved:

Scott Wallace, Mayor

Attested:

Michelle Quinn, City Clerk/Administrator

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Proposal
From: Building & Grounds Steve Westby

Tentative Item As of the time when packets were prepared, the quote had not been received.

A quote for the construction of a storage area and to separate the squad parking from the Police Department Office and common space was solicited. One thing the public has expressed is the need for a storage area for the racks and/or tables and chairs from the community center. This proposal would provide for this. In addition, the garage area for the squad would be further isolated from the staff space.

Action Requested: Consider the quote for described work.

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026

Agenda Item: Application for Exempt Permit (gambling)

From: Michelle Quinn

Sheldon Valley Sportsman's Association requests approval of an Application for Exempt Permit for an event hosted at the Houston Community Center on March 28, 2026.

Action requested: Approve request with no waiting period

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Office of Emergency Services
From: Finance Director, Suzie Peterson

The Minnesota Office of Emergency Medical Services requires submission of cost collection reports. These reports are tied to funding. Houston Community Ambulance is eligible to receive funding. A resolution is required.

Action requested: Adopt the proposed resolution.

RESOLUTION NO. 2026-

A Resolution to Accept OEMS Grant for the Houston Community Ambulance

WHEREAS, the City of Houston was required to submit a Ground Ambulance Cost Collection report to the Minnesota Office of Emergency Medical Services for the Houston Community Ambulance; and

WHEREAS, OEMS is distributing funding to provide financial support to struggling rural volunteer ambulance services across the state based on the Ground Ambulance Cost Collection reports; and

WHEREAS, funds are being distributed to provide reimbursement for qualifying future expenses based on the submitted budget and work plan; and

WHEREAS, Houston Community Ambulance was awarded \$783.42; and

NOW, THEREFORE, BE IT RESOLVED, that the City accepts the grant award as well as any future grant awards; will comply with requirements for the use of said funds; and will enter into a grant contract once the Minnesota OEMS can finalize it.

******CERTIFICATION******

State of Minnesota
County of Houston

I, Michelle Quinn, Clerk/Administrator for the City of Houston, do hereby certify that the above is a true and correct copy of a resolution adopted by the City of Houston at the City Council Meeting on January 12, 2026.

WITNESS my hand and the seal of my office this 12th day of January, 2026.

Michelle Quinn, Clerk/Administrator

SEAL

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Ambulance On-Call/Time
From: Ambulance Director

The per hour amount paid to on-call ambulance attendants has remained unchanged for several years. Historically, in 2010 the rates were \$1.00/weekday hour and \$2.00/weekend hour, \$6.55/hour for meetings and \$12.00/hour on-call time. It increased in September 2014 to \$2.00/weekday hour and \$2.25/weekend hour, \$14.00/hour for meetings and on-call time. Rates have not increased since. The 2026 ambulance budget included funding to increase these amounts in hopes of encouraging members and rewarding them for their hours of service.

Action requested: Increase weekday on-call pay from \$2/hour to \$4/hour, weekend from \$2.25/hour to \$4.50/hour.

Staff is developing a proposal for other rate adjustments within the department.

Tom Hill has provided 20 years of dedicated service to the Houston Community Ambulance. He has submitted his notice of retirement.

Action Requested: Accept Tom Hill's letter or resignation and thank him for his many years of dedicated service.

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: December 9, 2024

Agenda Item: Letter of Understanding

From: Michelle Quinn

The City auditor, Smith Schafer, typically sends out a letter of understanding annually in advance of the audit. It defines details surrounding the annual audit. Due to a recent merger, the letter has not been received. Therefore, we ask that you authorize the Finance Director to review the terms once they are received and sign the letter of understanding to keep the audit activities on schedule as pre-audit activities have already been scheduled for January 20-22, 2026.

Action Requested: Authorize Finance Director Suzie Peterson to approve the terms and sign the letter of understanding.

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Committee Appointments
From: Michelle Quinn

Please review attached appointments and affirm or update, as necessary.

Special Note: Official Newspaper and Bank items have been individually addressed under unique agenda items.

*Pursuant to the Planning Committee Bylaws related to unexcused absences and on their recommendation, appoint Marcus Krings to fulfill the unexpired term of Jim Edwards.

Action Requested: Affirm or update all yellow highlighted appointments and any additional appropriate amendments.

CITY COUNCIL 2025		SINCE	Term Exp
Mayor (2-year term)	Scott Wallace	2023	12/31/2026
Council (4-year terms)	Zeb Baumann	2023	12/31/2026
	Emily Krage	2017	12/31/2028
	Danny Todd	2025	12/31/2028
	Steve Westby	2023	12/31/2026
APPOINTMENTS 2025			
Acting Mayor	Emily Krage		
City Clerk/Administrator	Michelle Quinn		
Zoning Administrator	Michelle Quinn		
City Treasurer/Accountant	Suzanne Peterson		
City Prosecuting Attorney	Mike Murphy		
City Engineer	Bolton & Menk		
Fire Chief	<i>Steve Skifton update to Byron Frauenkron</i>		
Police Chief	Brett Hurley		
Ambulance Director	Christine Cox		
Health Officer	Southeast MN EMS Consortium		
Data Privacy Officer	Michelle Quinn		
Weed Inspector	<i>Randy Thesing update to Josh Hongerholt</i>		
Shade Tree Inspector	Ed Jacobs		
Safety	<i>Randy Thesing update to Josh Hongerholt</i>		
Building Inspector	CMS Consultants (Rochester)		
Head Election Judge	Michelle Quinn, Suzanne Peterson		
Official Bank	Rushford State Bank		
Official Newspaper	Fillmore County Journal		
Buildings & Grounds	1 council member - Steve		
Finance	2 council members - Emily & Danny		
Personnel	2 council members - Scott & Danny		
Police	2 council members - Scott & Danny		
Streets, Sewer, Water	1 council member - Steve		
Planning Commission and EDA	2 council members - Scott & Zeb		
Park and Recreation	1 council member - Emily		
Tree Board	1 council member - Zeb		
Library	1 council member - Zeb		
Nature Center (and Owl Center)	1 council member - Zeb		
Off-Highway Vehicle Project	1 council member - Emily		
Chamber of Commerce	1 council member - Steve		

COMMITTEES 2023			
EDA / Planning & Zoning (5)	Krin Abraham	1997	12/31/2026
3 members must be city residents	Vicki Olson	2012	12/31/2029
all 5 must be Houston School Dist.	Jim Edwards	2000	12/31/2024
6 year terms	Council Rep - Scott Wallace	2024	
	Council Rep - Zeb Baumann	2024	
Park & Rec Board (5-7)	Jessica Olson		2025
at least half must be city residents	Council Rep - Emily Krage		2025
3 year terms	Summer Rec Director		
	Jason Rowheder		2025
Library Board (7)	Lee Wendel		
5 members must be city residents	Pat Keehner		
all 7 of Houston County	Krin Abraham		
3 year terms (3 term max)	Sarah Merchlewitz		
	Heather Meyer		
	Lisa Skifton		
	Council Rep - Zeb Baumann		
	Kate Baumann - Student Representative	-	
Tree Board (3 year terms)	Council Rep - Zeb Baumann	2023	12/31/2026
	Karen Todd	2022	12/31/2025
	Andie Harveaux	2022	12/31/2025
	Jim Edwards	2022	12/31/2025
	Rick Bartz	2023	12/31/2026
	Shade Tree Inspector		

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026

Agenda Item: Newspaper Bids and Designation of Official Newspaper

From: Michelle Quinn

There are three qualified newspapers with general circulation within the city. They are:

The Caledonia Argus –full newspaper by subscription only (43 subscriptions in City of Houston), published weekly,

Fillmore County News – free to all residents in 55943, published weekly.

Houston County News – free community news-based publication delivered to all residents in 55943, published weekly.

Bids were solicited from qualified newspapers and received from the following:

The Caledonia Argus

Fillmore County Journal

Action Requested: Designate the Fillmore County Journal as the Official Newspaper based on the fact it reaches the greatest number of residents at no cost to residents. Accept all bids submitted by the Fillmore County Journal and all bids received for display ads.

An official newspaper must be designated pursuant to MS §331A.04 & 331A.06

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026

Agenda Item: Designate Official Depository

From: Suzie Peterson

Pursuant to MS §118A.02, Council is required to designate the city's official depository on an annual basis. No change to the official depository is requested.

Action requested: Designate Rushford State Bank as the city's official depository and adopt the attached resolution.

RESOLUTION 2026-**

Account Powers Granted Rushford State Bank Banking

BE IT RESOLVED, the Houston City Council authorizes Finance Director/Treasurer Suzanne Peterson the authority to open any deposit or share accounts in the name of City of Houston and further authorizes Clerk/Administrator Michelle Quinn, Finance Director/Treasurer Suzanne Peterson, and Mayor Scott Wallace to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

******CERTIFICATION******

State of Minnesota
County of Houston

I, Michelle Quinn, Clerk/Administrator for the City of Houston, do hereby certify that the above is a true and correct copy of a resolution adopted by the City of Houston at the City Council Meeting on January 12, 2026.

WITNESS my hand and the seal of my office this 12th day of January 2026.

Michelle Quinn, Clerk/Administrator

SEAL

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026

Agenda Item: Personnel Items

From: Michelle Quinn

Police Officer Curtis Chapel has successfully completed the required 6-month probationary period. It is appropriate to change his status to regular based on a satisfactory performance review by his immediate supervisor and to grant him an increase to step 2 of the wage scale adopted for this position in 2024.

Action Requested: Change the status of Curtis Chapel from probationary to regular, effective on the 6-month anniversary of his hire as police officer and grant the step increase as stated.

A single application has been received for each of the Summer positions posted. The applicants served in the respective positions for the 2025 season. Extend offers of employment to the qualified returning candidates at the rates equivalent to 2025.

Action Requested: Authorize offers of employment to Dan Gavin for 2026 Seasonal Maintenance, Les Roesner for 2026 Flower Care Attendant, and Katie Tostenson as Summer Rec Director.

RESOLUTION 2026-**
A RESOLUTION TO ACCEPT DONATIONS

WHEREAS, the City of Houston is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, from January through December 2025, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Date</u>	<u>Amount</u>	<u>Purpose</u>
Houston American Legion	04/14/2025	\$500	Library
Acentek	10/06/2025	\$600	Library
Anonymous	02/20/2025	\$300	Ambulance
Houston Lions Club	03/25/2025	\$2,000	Ambulance (60th)
Rushford State Bank	04/24/2025	\$320	Ambulance (60th)
Hoff Funeral Home	04/17/2025	\$200	Ambulance (60th)
DLC, Inc	04/15/2025	\$200	Ambulance (60th)
Miscellaneous	04/28/2025	\$4,207	Ambulance (60th)
Theresa & Alton Peterson	05/29/2025	\$1,000	Ambulance
Ellert Mindrum	06/12/2025	\$500	Ambulance
Houston American Legion	07/18/2025	\$2,500	Ambulance
Kenneth & Sharon Ring	09/30/2025	\$200	Ambulance
Houston American Legion	12/16/2025	\$5,000	Ambulance
Anonymous	12/22/2025	\$30,000	Ambulance
Pat Hetland Foundation	12/23/2025	\$7,000	Ambulance
Eagle Rock Bank Rochester	12/29/2025	\$250	Ambulance
Dennis Eich	04/14/2025	\$200	Fire Department
City of Caledonia	08/29/2025	\$1,000	Fire Department (Miken Fire)
Kenneth & Sharon Ring	09/30/2025	\$200	Fire Department
Pat Hetland Foundation	12/23/2025	\$8,000	Fire Department
Steve & Lisa Skifton	05/08/2025	\$200	Summer Rec
Houston American Legion	05/12/2025	\$500	Summer Rec
Catherine & Matthew Minor	05/29/2025	\$200	Summer Rec
Tri-State Auto Outlet	05/29/2025	\$200	Summer Rec
Affordable Siding & Roofing	06/05/2025	\$300	Summer Rec
Houston American Legion	09/11/2025	\$500	Summer Rec
Houston United Campaign	10/30/2025	\$817	Summer Rec
Houston AA	08/18/2025	\$335	Summer Rec

WHEREAS, all such donations have been contributed to assist the city in the establishment and operation of facilities and programs either alone or in cooperation with others, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HOUSTON,
MINNESOTA, AS FOLLOWS:**

1. The donations described above are accepted and shall be used to establish and operate facilities and programs either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor if requested acknowledging the city's receipt of the donor's donation.

******CERTIFICATION******

State of Minnesota
County of Houston

I, Michelle Quinn, Clerk/Administrator for the City of Houston, do hereby certify that the above is a true and correct copy of a resolution adopted by the City of Houston at the City Council Meeting on January 12, 2026.

WITNESS my hand and the seal of my office this 12th day of January 2026.

Michelle Quinn, Clerk/Administrator

SEAL

RESOLUTION 2026-**
A RESOLUTION AUTHORIZING APPROPRIATION

WHEREAS, the City of Houston Council approved the 2026 Annual Budget on December 8, 2025;

WHEREAS, the Office of the State Auditor authorizes certain expenditures for public purposes; and

THEREFORE, BE IT RESOLVED, by the City of Houston Council, that the following appropriation will be made in 2026 as appropriate from the City General Fund:

<u>ORGANIZATION</u>	<u>2025 BUDGET</u>
Houston Chamber of Commerce (Maximum)	\$3,000
LMC (League of Minnesota Cities)	\$1,500 (est)
MAOSC (Minnesota Association of Small Cities)	\$568.65
Root River Trail Towns	\$300
SEMLM (Southeastern Minnesota League of Municipalities)	\$50
SMIF (Southern Minnesota Initiative Foundation)	\$200
SMART	\$25
Rails to Trail Conservancy	\$18
Parks and Trails Council	\$35

******CERTIFICATION******

State of Minnesota
County of Houston

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SEAL

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026
Agenda Item: Business Health Services
From: Michelle Quinn

The city has agreements in place to access services for Employee Assistance Program, Occupational Health Services, and Advanced Rehabilitation, Ergonomics and Assessments.

The cost for the Employee Assistance Program (EAP) is \$20 per employee which is unchanged from 2025.

The other agreements have no annual fee associated with them, rather they are in place to ensure pricing and fees are assessed for services utilized only.

Action requested: Consider approval of all three agreements including pricing and annual EAP fee and authorize appropriate signatures on the same.

MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: January 12, 2026

Agenda Item: Application for Exempt Permit (gambling)

From: Michelle Quinn

Sheldon Valley Sportsman's Association requests approval of an Application for Exempt Permit for an event being hosted at the Houston Community Center on March 28, 2026.

Action requested: Approve request with no waiting period

Master Agreement

HOUSTON CITY OF
105 WEST MAPLE STREET
HOUSTON, MN 55943
Phone: (507) 896-4033
Fax: (507) 896-3643

Effective Date: **01/01/2026**

Contact: **MICHELLE QUINN**
DER: **MICHELLE QUINN**

This Agreement for Business Health Services ("Agreement") is made and effective this **1st** day of **January, 2026**, by and between **Gundersen Lutheran Administrative Services, Inc.**, independently and as agent for Gundersen Lutheran Medical Center, Inc., Gundersen Clinic, Ltd., with offices located at 1900 South Avenue, La Crosse, WI 54601 (hereinafter "Gundersen"), and **HOUSTON CITY OF** with principle offices located at 105 WEST MAPLE STREET HOUSTON MN, 55943 (hereinafter "Employer").

WHEREAS, Gundersen provides various business health services to third party employers;
WHEREAS, Employer desires to obtain business health services for its employees from Gundersen pursuant to the terms hereinafter set forth;
NOW, THEREFORE, for valid consideration, the receipt and sufficiency of which are hereby acknowledged Gundersen and Employer agree as follows:

1. **Provision of Services.** Gundersen shall provide Employer with the services set forth in one or more Service Exhibits (collectively, the "Services") which shall be attached to this Agreement and incorporated herein by this reference. Gundersen will provide the Services to those employees whom the Employer designates as eligible to receive the Services ("Eligible Employees") from Gundersen.
2. **Employer's Obligations.** Employer shall:
 - (a) Identify the Eligible Employees and communicate this information to Gundersen on a regular basis in a manner mutually agreed to by the parties;
 - (b) When necessary, ensure that the Employer's requests for information and documents concerning Services provided to Eligible Employees are accompanied by a signed written authorization from the Eligible Employee, authorizing Gundersen to disclose such information and/or documents to the Employer; and
 - (c) Inform Eligible Employees about the Services and encourage use, when appropriate.
3. **Payment Terms; Invoices.** Gundersen will provide the Services at the rates set forth in the applicable Services Exhibit. Gundersen will send Employer periodic invoices specifying the Services provided and the total amount owed by the Employer for such services. Employer will pay all invoices within thirty (30) days of the date of the invoice. Any balance unpaid after thirty (30) days will accrue interest at the lesser of one and one-half percent (1.5%) for each month or fraction thereof that the invoice is overdue or the maximum rate allowed by applicable law.
4. **Term.** This Agreement shall be effective on the Effective Date stated above and, unless otherwise terminated, shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term"). The term of each Services Exhibit shall begin on the effective date listed therein and shall continue until terminated, or until this Agreement is terminated, whichever is sooner.
5. **Termination.** The Agreement, or any Services Exhibit, may be terminated as follows:
 - (a) This Agreement, or any Services Exhibit, may be terminated by either Party at any time without cause upon sixty (60) days' prior written notice to the other Party.
 - (b) If a party is in material default of this Agreement, or any Services Exhibit promulgated hereunder, the non-defaulting party may give written notice of the default to the defaulting party. If the defaulting party fails to cure such default within ten (10) calendar days of receipt of notice, then the non-defaulting party may terminate this Agreement, or any Services Exhibit promulgated hereunder, immediately.
 - (c) Upon the bankruptcy or dissolution of a party to this Agreement, or the failure of a party to maintain their insurance obligations as described herein, the other party may terminate this Agreement and all Service Exhibits immediately.
6. **Effect of Termination.** To the extent that section 952 of the Omnibus Budget Reconciliation Act of 1980 and the regulations promulgated thereunder are applicable to this Agreement, the Employer shall, until four years after the expiration of this Agreement, comply with all requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access to this Agreement and to the Employer's books, documents and records necessary to verify the nature and extent of the Covered Services provided by the Clinic and the amounts paid for such services. Such access shall be requested by such government entities in accordance with section 952.
 - (a) Gundersen shall not be required to provide the Employer or Eligible Employees with any further Services; and
 - (b) The Employer shall pay Gundersen any and all amounts still owed for Services within thirty (30) calendar days of receipt of Gundersen's final invoice.
7. **Confidentiality.** The parties acknowledge and agree that during the term of this Agreement, each party may become aware of proprietary or confidential information of the other party, including, but not limited to, patient information and pricing information. The parties shall treat the other Party's Confidential Information as confidential and use the same degree of care as it employs in the protection of its own confidential

information, but in no event less than a reasonable degree of care. The parties will not use such information except for the purpose of carrying out its obligations as set forth in this Agreement, and will not disclose such information to third parties, except with the other party's prior written consent or to the extent required by law. The parties agree to return confidential information upon the termination of this Agreement. To the extent that it is not feasible to return such confidential information, then the terms of this Agreement shall survive such termination with respect to the information as long as such information is held. Notwithstanding the foregoing, the parties may disclose pricing and other terms of this Agreement to attorneys, accountants, group purchasing organization and other third parties retained by each Party (collectively "Consultants") provided any such Consultants agree to the same level of confidentiality set forth in this Agreement. This provision shall survive the termination of the Agreement. "Confidential Information" shall mean any information or material, directly or indirectly relating to this Agreement or the Services (including scientific, technical, clinical, and commercial information, including but not limited to trade secrets, know-how, research and development data, techniques, concepts, commercial sales and pricing data, procedures, technology, processes, documentation, methods, specifications, standards, scientific and technical data) to be provided herewith, whether written, oral, visual, or in other form. All Confidential Information is and shall remain the exclusive property of the disclosing Party and its Affiliates, subsidiaries, customers or suppliers. "Confidential Information shall not include information that is (i) in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) known by the receiving party prior to the disclosure, or is independently developed by the receiving party; or (iii) is obtained by the receiving party in good faith from a third party not under obligation of secrecy to the disclosing party.

8. Indemnification.

- (a) To the extent permitted by applicable law, Employer agrees to indemnify and hold harmless Gundersen, its employees, agents, servants and representatives, from any expenses, claims, losses, damages or injuries, including wrongful death, alleged to have been caused by an action or omission of Employer, its employees, agents, servants and representatives.
- (b) Gundersen agrees to indemnify and hold harmless Employer, its employees, agents, servants and representatives, from any expenses, claims, losses, damages or injuries, including wrongful death, alleged to have been caused by an action or omission of Gundersen, its employees, agents, servants and representatives.

9. Insurance. For the Term of this Agreement, including any Services Exhibit, each party shall maintain insurance coverage of such types and in such amounts as are customary for the party's industry.

10. Limitation of Liability. THE CUMULATIVE LIABILITY OF GUNDERSEN TO EMPLOYER FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY EMPLOYER TO GUNDERSEN DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR DAMAGES.

11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, Notices are deemed to have been given upon personal delivery, delivery by overnight courier or, if mailed via certified or registered mail, at the expiration of the third (3rd) day after date of deposit in the U.S. Mail. Notices shall be sent to:

If to the Employer:

HOUSTON CITY OF
MICHELLE QUINN
105 WEST MAPLE STREET
HOUSTON, MN 55943

If to Gundersen:

Gundersen Health System
ATTN: Randy Van Straten, Vice President
1900 South Ave. NCA1-06
La Crosse, WI 54601

with Copy To:

Gundersen Health System
ATTN: Legal Department
1900 South Ave. BELL-04
La Crosse, WI 54601

12. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law provisions. Any judicial or other action or proceeding arising from or relating to this Agreement shall be brought and venued in La Crosse County Circuit Court in La Crosse, Wisconsin.

13. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/ employer or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

14. Compliance with Law. Both parties agree to comply with all applicable federal and state laws and regulations.

15. Subcontractors. Gundersen reserves the right to use one or more of its Affiliates to fulfill its obligations under this agreement and provide services at locations which are located closer to Client and Eligible Employees.

16. Dispute Resolution. For all controversies, claims and matters of difference ("Dispute(s)") arising out of this Agreement, the Parties agree to promptly address the issue internally through management level personnel. If the management level designees for both Parties cannot resolve

the Dispute within thirty (30) days, then the Dispute shall be elevated to the CEO's designee of both Parties. If the Parties still cannot resolve the issue within an additional forty-five (45) days, the Parties shall be free to pursue any remedies available at law or equity.

17. **Assignment.** This Agreement may not be assigned by either party to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, Gundersen shall be able to assign this Agreement to an Affiliate. For purposes of this agreement, Affiliate shall mean a party that controls, is controlled by, or is under common control with that party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
18. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to limit, define or interpret the provisions of this Agreement.
19. **Entire Agreement.** This Agreement, including any Service Exhibits attached hereto, constitutes the entire understanding and agreement between the parties relating to their relationship and the subject matter hereof, and supersedes all prior understandings, representations and agreements relating thereto.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
21. **Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
22. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The remaining terms of the Agreement shall be interpreted so that the transaction contemplated hereby be consummated as originally contemplated to the greatest extent possible.
23. **No waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach or violation of the same or any other provision herein.
24. **Force Majeure.** No party to this Agreement shall be responsible for any failure to perform any obligation under this Agreement due to acts of God, strikes, disasters, acts of government or other similar significant disturbances beyond the control of such party. A party subject to such an act of force majeure shall use its best efforts to carry out its obligations under this Agreement and to mitigate any resulting damages.
25. **Non-Solicitation.** Client agrees that during the term of this Agreement, and for a period of twelve (12) months following the expiration or termination of the Term, for whatever cause or reason, without the prior written consent of Gundersen, Client shall not directly solicit, refer, induce, or employ, whether as agent, employee, consultant, or representative, any person who provides services to Client on behalf of Gundersen pursuant to this Agreement. For purposes of this Agreement, Client's job postings and public advertisements shall not constitute solicitation as contemplated by this provision. Additionally, nothing in this paragraph shall prohibit Client from hiring an individual who responds to an open posting or advertisement.
26. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
27. **Control of Services.** GUNDERSEN is solely responsible for the Services rendered by GUNDERSEN Professionals at the Service Site. Employer shall not exercise any control or direction in the provision of Services rendered by GUNDERSEN Professionals. This Agreement shall in no way constrain the exercise of any Professional's independent professional judgment in providing care to patients so long as such judgment is consistent with sound professional practice and the terms of this Agreement.
28. **Schedule.** The Services will be provided as requested by Employer and subject to availability of GUNDERSEN Professionals.
29. **Records.** Gundersen shall keep and maintain (or cause to be kept and maintained) appropriate records relating to all professional Services rendered pursuant to this Agreement. All records, reports, claims and correspondence shall belong to Gundersen.

GUNDERSEN HEALTH SYSTEM®

BUSINESS HEALTH SERVICES

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

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC

HOUSTON CITY OF

By:



Randy Van Straten, Vice President
Business Health Department

By:

Print:

Title:

Date:

Date:

Occupational Health Service Agreement

Effective Date: 01/01/2026

HOUSTON CITY OF
PO BOX 667
HOUSTON, MN 55943
Phone: (507) 896-4033
Fax: (507) 896-3643

Contact: SCOTT WALLACE
DER: MICHELLE QUINN

Comments: SEND SECURE E-MAIL OF ANY EMPLOYER PAPERWORK WHEREVER AVAILABLE (OR FAX 507-896-3643).
PERFORM RAPID DRUG TESTING WHEREVER AVAILABLE.

Services. Gundersen agrees to provide those medically necessary and appropriate occupational health and preventive medicine services set forth below at the rates contained herein:

<u>EMPLOYER GROUP / SERVICE GROUP / SERVICE</u>	<u>PRICE</u>
OCCUPATIONAL HEALTH SERVICES	
<u>GENERAL SERVICES</u>	
HEPATITIS B VACCINE-OCCUPATIONAL (EACH/SERIES OF)	\$ 96.00
PRE-PLACEMENT PHYSICAL-SIMPLE	\$ 83.00
SPIROMETRY - OCCUPATIONAL	\$ 54.00
<u>ALCOHOL TESTING</u>	
BREATH ALCOHOL	\$ 33.00
Category: Non-DOT	
Reason: Post Accident, Pre-Placement, Reasonable Suspicion	
Billing: Employer	
<u>DRUG TESTING</u>	
LAB ANALYSIS	\$ 23.00
URINE COLLECTION	\$ 23.00
RAPID DRUG SCREEN (NON-NEGATIVE TO MEDTOX) W/MRO	\$ 86.00
MEDICAL REVIEW OFFICER (MRO)	\$ 21.00
RAPID DRUG SCREEN (NEGATIVE TEST)	\$ 42.00
Comment: TO PERFORM RAPID DRUG TESTING WHEREVER AVAILABLE.	
Category: Non-DOT	
Panel: 90700 (expanded 5 panel)	
Reason: Post Accident, Pre-Placement, Reasonable Suspicion	
Billing: Employer	

Miscellaneous Fees (may apply based on contracted services, as outlined below)

Hourly Nurse, After Hours or ER fee	\$ 100.00
Chain of Custody Form Modification Fee	\$ 60.00
Venipuncture/Lab Draw and Handling Fee	\$ 14.00
Vaccination Administration Fee, Initial injection	\$ 44.00
Vaccination Administration Fee, Additional injection	\$ 23.00
No Show	\$ 50.00
Observed Drug Screen	\$ 43.00
PR Venipuncture W/Kit	\$ 52.00
Failed Attempt	\$ 73.00

GUNDERSEN HEALTH SYSTEM®

BUSINESS HEALTH SERVICES

Changes; Updates. Gundersen may update the Fees one (1) time per year by providing sixty (60) days' advanced written notice of the change. The parties may change or update this Services Exhibit by mutually agreeing to an updated Services Exhibit for this Agreement which is acknowledged by both parties in writing.

Defined Terms. Any capitalized terms which are not expressly defined in this Service Exhibit shall have the definition given to them in the Agreement.

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

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC., **HOUSTON CITY OF**
independently and as agent for Gundersen Clinic, Ltd.

By:



Randy Van Straten, Vice President
Business Health Department

By:

Print:

Title:

Date:

Date:

Employee Assistance Program (EAP) Agreement

**HOUSTON CITY OF
105 WEST MAPLE STREET
HOUSTON, MN 55943**

Phone: (507) 896-4033 Fax: (507) 896-3643

Effective Date: 01/01/2026

Contact: **SCOTT WALLACE**
DER: **MICHELLE QUINN**

Comments: \$20 PER EMPLOYEE PER CALENDAR YEAR.

Services

1. **GUNDERSEN OBLIGATIONS.** During the term of this Agreement, Gundersen shall provide the following services via in-person, telephone or virtual means (hereinafter referred to as "EAP Services") to the Eligible Employees and their eligible dependents ("Covered Persons"):
 - (a) Provide EAP services, including assessment/referral and short-term counseling services to Covered Persons designated by Employer.
 - (b) Maintain records of services provided to Covered Persons for the purposes of continuity of care and accountability, always in accordance with strict standards and practices of confidentiality, both as to Covered Persons and as to issues and matters pertaining to Employer and its operation.
 - (c) Provide up to six (6) EAP assessment sessions to each Covered Person, followed by appropriate referral for extended services as indicated. Covered Persons may access EAP services through (a) self-referral, or (b) supervisory referral. Program participation will in all cases be voluntary on the part of the Covered Person, unless Employer requires participation as a result of specific policy violation.
 - (d) Maintain a network of qualified referral resources in the immediate and surrounding communities.
 - (e) Provide 24-hour access to consultant services for Covered Persons.
 - (f) Provide daytime or evening appointments to accommodate varying work schedules.
 - (g) Provide a site for confidential interviews with EAP Covered Persons.
 - (h) Maintain a staff of professionally trained consultants.
 - (i) Provide in-person, telephone or virtual consultation to Employer's management and supervisory personnel.
 - (j) Provide training regarding EAP to Employer's management and supervisory personnel.
 - (k) Provide Employer's employees an introduction to EAP.
 - (l) Provide (a) initial and on-going promotional and informational materials regarding EAP; and (b) forms for use with Covered Persons.
 - (m) Conduct on-going program evaluation for the purpose of maintaining professional standards in service delivery.
 - (n) Provide Employer and Covered Persons information concerning community educational and specialized service resources.
 - (o) Upon request of Employer, assist and consult in the development of company human resource policies and procedures as they relate to EAP.
 - (p) Provide a private, toll-free 800 or similar telephone number for Employer and Covered Persons living outside the greater La Crosse area.
 - (q) Provide aggregated utilization reports to Employer on a biannual basis and year-end comprehensive EAP activity report highlighting all services delivered.
2. **EMPLOYER'S OBLIGATIONS.** During the term of this Agreement, the Employer shall:
 - (a) Encourage active management, supervisory and, as appropriate, union involvement in EAP promotion and training; inform Covered Persons concerning EAP and encourage its use; make employees available for information and orientation to EAP from time to time as agreed upon.
 - (b) Refer Covered Persons to EAP as needed.
 - (c) Designate a person or persons as Employer's liaisons to EAP.
 - (d) Have in place and provide to EAP current benefits and personnel policies and procedures, including but not limited to: discipline, alcohol and drug use, and fitness for duty. Employer will promptly supply to EAP a copy of any employee handbook in use, collective bargaining agreement, and revisions or additions to policies and procedures which are relevant to EAP services.
 - (e) Provide on request to EAP the total number of Covered Persons' eligible for EAP services, as well as information on health insurance and other benefits for Covered Persons, promptly notifying EAP of any changes in benefits or providers.

Fee. Employer shall pay Gundersen for the Services consistent with the attached Fee Schedule.

FEE SCHEDULE - EAP SERVICES

It is understood that **HOUSTON CITY OF** will reimburse **GUNDERSEN** on a per capita basis for EAP services at a rate of **\$ 20.00** per employee per calendar year.

In addition, it is understood that the above per capita rate will include the provision of 5 hours of complimentary training, portal to portal. EAP Orientation and Manager Training are offered complimentary and are not counted in the 5 training hours.

Training requests beyond the 5 hours of complimentary training will be billed at the rate of \$125/hr, portal to portal.

Changes; Updates. Gundersen may update the Fees one (1) time per year by providing sixty (60) days' advanced written notice of the change. The parties may change or update this Services Exhibit by mutually agreeing to an updated Services Exhibit for this Agreement which is acknowledged by both parties in writing.

GUNDERSEN HEALTH SYSTEM®

BUSINESS HEALTH SERVICES

Defined Terms. Any capitalized terms which are not expressly defined in this Service Exhibit shall have the definition given to them in the Agreement.

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

GUNDERSEN

HOUSTON CITY OF

By:

By:



Randy Van Straten, Vice President
Business Health Department

Print: _____

Title: _____

Date: _____

Date: _____

GUNDERSEN HEALTH SYSTEM®

BUSINESS HEALTH SERVICES

Advanced Rehabilitation, Ergonomics and Assessments

HOUSTON CITY OF
105 WEST MAPLE STREET
HOUSTON, MN 55943

Phone: (507) 896-4033 Fax: (507) 896-3643

Effective Date: 01/01/2026

Contact: SCOTT WALLACE
DER: MICHELLE QUINN

Services. Gundersen agrees to provide those wellness and preventative services set forth below at the rates contained herein:

Post-offer employment test (POET) (every 30 mins; portal to portal)	\$ 78.00
On-site ergonomic eval (every 30 mins; portal to portal)	\$ 78.00
Fit for Duty (every 30 mins)	\$ 78.00
Development of Job Screens (every 30 mins; portal to portal)	\$ 78.00
Presentations (every 30 mins; portal to portal)	\$ 78.00
No Show/Failed Attempt	\$ 50.00

Changes; Updates. Gundersen may update the Fees one (1) time per year by providing sixty (60) days' advanced written notice of the change. The parties may change or update this Services Exhibit by mutually agreeing to an updated Services Exhibit for this Agreement which is acknowledged by both parties in writing.

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

GUNDERSEN

HOUSTON CITY OF

By:



Randy Van Straten, Vice President
Business Health Department

By:

Print:

Title:

Date: _____

Date:

Michelle Quinn

From: Business Health Services <businesshealthservices@gundersenhealth.org>
Sent: Thursday, December 11, 2025 11:52 AM
To: Michelle Quinn
Subject: 2026 Gundersen Health System Agreement Renewal
Attachments: HOUSTON CITY OF.pdf

Dear Valued Client of Business Health Services,

Leading with love, we courageously commit to a future of healthy people and thriving communities. Attached you will find your **Gundersen Health System Agreement Renewal(s)**.

Notes of importance:

- The Master Agreement and each Service Agreement contain **evergreen terms**, automatically renewing annually unless terminated in writing within the specified notice period
 - Each agreement defines working relationships and secures discounted healthcare service fees, ensuring continuity of services and pricing unless amended
 - Notices regarding amended services and fees will be provided only when applicable - *reference Master Agreement 4. Terms*

- Enhanced Safety Eyewear Program – *for business partners enrolled in Safety Eyewear agreement*
 - Enrollees who have made updates to the 2026 Authorization Form will find it attached
 - Enrollees who have not made updates to the 2026 Authorization Form will find a SAMPLE - connect with Hannah Wieser for program eligibility hlwieser@emplifyhealth.org
 - 2025 Authorization Forms will no longer be accepted in 2026

- Kindly **sign and return all agreements** by any of the following options:
 - **email to BHS@gundersenhealth.org**
 - fax to 608-775-8710
 - mail documents to:
 - Gundersen Health System
 - Mail Stop: NCA1-06
 - 1900 South Avenue
 - La Crosse, WI 54601

- If you will not be utilizing our services in 2026, we sincerely thank you for your past partnership - kindly notify us so we can update our records and remove your agreement from our system

Your input and feedback help us deliver the highest quality care to your business. Our dedicated team values your ideas and is ready to assist whenever you need support. Please don't hesitate to contact us—we're here to listen and help.

Thank you for choosing Gundersen Health System as your healthcare partner in 2026.

Business Health Services

Mayor Scott Wallace called the City Council meeting to order at 6:00 p.m. December 8, 2025, with the Pledge of Allegiance. Council present: Mayor Scott Wallace, Zeb Baumann, Emily Krage, Danny Todd, and Steve Westby. Staff present: Michelle Quinn, Curtis Chapel, Josh Hongerholt, Brett Hurley, and Randy Thesing. A list of public members present is on file.

Public Comment: Hearing no public comment, the Mayor moved to the agenda items.

2026 COLA Increase: Motion by Todd, seconded by Westby to approve a 3.5% COLA for qualifying staff in 2026. Motion carried unanimously.

Employee Health Benefits: Motion by Baumann, seconded by Krage to approve renewal of the current health benefits plans. Motion carried unanimously.

Public Works Superintendent (Department Head): A single candidate whose application was received by the posted deadline was interviewed on Monday, December 1, 2025. The personnel committee unanimously recommends the promotion of Josh Hongerholt to Public Works Superintendent. Motion by Westby, seconded by Todd to approve the hire of Josh Hongerholt as Public Works Superintendent (Department Head) effective January 2, 2026, at a rate of 5% over the next wage band within the department with a scheduled increase of the same 5% upon successful completion of a 6-month probationary period. Motion carried unanimously.

Certification of Delinquent City Bills: Motion by Krage, seconded by Baumann to approve the delinquent city bills as presented and adopt the following resolution. Motion carried unanimously.

**RESOLUTION 2025-15
PLACEMENT OF DELINQUENT UTILITY BILLS UPON THE TAXES OF
RESPECTIVE PROPERTIES WITHIN THE CITY OF HOUSTON, HOUSTON
COUNTY, MINNESOTA**

WHEREAS, it appears that there are a number of people who have been duly billed for their usage of water, sewer, and garbage utilities in the City of Houston, and;

WHEREAS, the following persons have failed to pay their said utility bill in a timely manner;

Rogeena Hurst	Shane Loken	Sean Lucey
Caiden Olson	Blake & Tricia Parrish	Arlin & Susan Peterson
Carly Rodriquez		

WHEREAS, the City Code allows of the placement of said delinquent bills on the tax rolls.

NOW, THEREFORE BE IT RESOLVED, that the City Administrator be hereby instructed to inform the County Auditor that s/he shall place the following list of delinquent bills upon the taxes levied against the respective properties:

<u>Owners Name:</u>	<u>Parcel #:</u>	<u>Amount:</u>
Carly Rodriquez	24.0235.000	\$4,126.63
Sean Lucey	24.0258.000	\$2,322.77

Caiden Olson	24.0260.000	\$1,956.85
Blake & Tricia Parrish	24.0294.000	\$332.70
Rogeena Hurst	24.0374.000	\$655.95
Arlin & Susan Peterson	24.0407.000	\$258.62
Shane Loken	24.0409.000	\$2,084.06

Ordinance Adoption: The proposed ORDINANCE FOR REGULATING THE USE AND OPERATION OF SPECIAL VEHICLES ON THE CITY OF HOUSTON ROADS, REQUIRING A LICENSE, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF has been publicly posted as required. No queries have been received to date. Motion by Todd, seconded by Westby to adopt Ordinances 249 as stated following, and authorize the publishing of as required. Motion carried unanimously.

**CITY OF HOUSTON, MINNESOTA
ORDINANCE NO. 249**

AN ORDINANCE FOR REGULATING THE USE AND OPERATION OF SPECIAL VEHICLES ON THE CITY OF HOUSTON ROADS, REQUIRING A LICENSE, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

Section 1. Purpose

This ordinance is adopted pursuant to Minnesota Statute § 169.045 to authorize and regulate the operation of motorized golf carts, all-terrain vehicles (ATVs), and utility task vehicles (UTVs) on certain roadways within the City of Houston, Minnesota, under permit.

Section 2. Definitions

As used in this ordinance:

- **All-terrain vehicle (ATV):** Has the meaning given in Minnesota Statute § 84.92.
- **City:** Means the City of Houston, Minnesota.
- **Utility task vehicle (UTV):** has the meaning given in Minnesota Statute § 169.045 subd. 1(3)
- **Motorized golf cart:** A self-propelled vehicle with four wheels designed for use on a golf course.
- **Special Vehicle:** Means any all-terrain vehicle, golf cart, or utility-task vehicle described under this ordinance.
-

Section 3. Designation of Roadways

Motorized golf carts, ATVs, and UTVs may be operated on all city streets under the jurisdiction of the City of Houston.

Section 4. Permit Application and Requirements

1. No person shall operate a motorized golf cart, ATV, or UTV on designated roadways without first obtaining a permit issued by the City of Houston.
2. Applicants must complete the City of Houston Special Vehicle Permit Application form.
3. The City Clerk or designated official shall review, and issue permits upon compliance.
4. Permits are valid for up to three (3) calendar years (January 1st- December 31st) and may be renewed unless revoked according to section 4 of this ordinance.
5. The city may revoke any permit if there is evidence the permit holder cannot safely operate the vehicle on designated roadways.
6. Special vehicle permits from other jurisdictions will be recognized in the City of Houston. Recipients of permits from other jurisdictions may file a copy of the permit with the city or provide proof of permit from another jurisdiction within fourteen (14) days of being stopped for

not having a City of Houston Special Vehicle Permit. Any permit provided must have been valid when the special vehicle was in use in the City of Houston.

Section 6. Operating Conditions

1. Motorized golf carts must display a **slow-moving vehicle emblem** as provided in Minnesota Statute § 169.522.
2. All operators shall comply with applicable traffic laws under Minnesota Statute Chapter 169, unless such laws cannot reasonably be applied to these vehicles.
3. Every special vehicle operator has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes Chapter 169, unless those provisions cannot reasonably be applied to special vehicles. The operation of special vehicles shall comply with Minnesota Statutes § 84.92 through § 84.928 and § 169.045, as well as any other Federal State, or local law, rule, or regulation.

Section 7. Restrictions- No person shall operate a special vehicle under this ordinance:

1. Without valid proof of insurance compliant with Minnesota Statute § 65B.48 Subdivision 5.
2. Without a valid driver's license.
3. Except between sunrise and sunset, unless the special vehicle is equipped with original headlights, taillights, and rear facing brake light equipment.
4. In inclement weather, when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of 500 feet.
5. Without a rear-view mirror as described in Minnesota Statute § 169.70

Section 8. Minors

No minor under the age of 18 may operate a special vehicle under this ordinance without possessing a valid driver's license and completing a Department of Natural Resources ATV safety course. Any minor special-vehicle operator or passenger traveling on a city street shall wear a properly fitted helmet approved by the Commissioner of Public Safety.

Section 8. Insurance

Operators must maintain liability insurance. If it is not available through private insurers, operators may apply through the Minnesota Automobile Insurance Plan.

Section 9. Penalty

Violation of this ordinance shall be a petty misdemeanor and may result in revocation of the permit, a fine of \$75, or both.

Section 12. Effective Date

This ordinance shall become effective upon passage and publication as required by law.

Truth In Taxation Hearing: The time being 6:15 p.m., motion by Krage, seconded by Baumann to recess the regular, and open the 2025 Truth in Taxation Public Hearing. Motion carried unanimously.

Clerk/Administrator Quinn provided a brief overview of the budget and levy. She noted that one member of the public had stopped in City Hall to ask questions regarding the levy and that she had also received a phone inquiry.

There being no public comment, motion by Baumann, seconded by Westby to close the public hearing and reconvene in regular session. Motion carried unanimously. The time was 6:22 p.m.

Final Budget & Levy: The final levy reflects an increase of 3%. This allows the city to meet needs and attain goals laid out by the finance committee. Motion by Krage, seconded by Westby to adopt the final budget, levy, and adopt the following resolution. Motion carried unanimously.

**RESOLUTION 2025-16
ADOPTING FINAL 2026 BUDGET AND FINAL TAX LEVY,
COLLECTABLE IN 2026**

Be It Resolved by the city council of the City of Houston, County of Houston, Minnesota, adopts the Final 2026 Budget and that the following sums of money be levied for the current year, collectable in 2026, upon the taxable property in the City of Houston, for the following purposes:

General Fund	208,000
Library Fund	40,500
Ambulance Fund	10,000
Fire Fund	30,000
Park/Rec Fund	2,500
Nature Center Fund	51,000
Vehicle Fund	39,000
Infrastructure Fund	63,250
2016A Ellsworth Street Bond	34,000
2017A Street & Utility Improvement Bond	27,350
2020 MiEnergy Loan	31,500
2020B Lincoln Street Reconstruction Bond	37,100
2020C Community Center Renovation Bond	18,200
2025 Street & Utility (CSAH 13/Spruce Street)	<u>25,000</u>
Total Levy	\$617,400

The city administrator is hereby instructed to transmit a certified copy of this resolution to the county auditor of Houston County, Minnesota.

Minutes and Bills: Motion by Krage, seconded by Baumann to approve the minutes of November 10, 2025, regular meeting, and bills as presented. Motion carried unanimously.

Items to be Placed on File: Motion by Baumann, seconded by Westby to place the following items on file. Motion carried unanimously.

Library Report and statistics

Department Head Updates:

Bolton & Menk: See written update on file.

Police: Chief Hurley indicated he is already engaged in the completion of year end reports. He shared that Officer Chapel and he had the pleasure of shopping for 80 children today and that they are excited

to be handing out the gifts on December 22nd along with Santa and Bluff Country Hidden Heroes. Bluff Country Hidden Heroes sponsors this activity. He also expressed gratitude for having the pleasure to work with Randy Thesing and thanked him for all of his assistance throughout the years.

Public Works: Staff have already been busy plowing and hauling snow. Brody Thesing busy learning his role. He has even done some snow plowing. Councilmember Westby commented how he witnessed the plowing which Brody completed and it was a fine job. Discussion was held regarding Randy Thesing's upcoming retirement, Mayor Wallace expressed appreciation for the many years of service to the city.

Clerk/Administrator: Administrator Quinn shared a listing of projects which are on the city docket including LSL Replacement, CSAH 13/Spruce Street surfacing and reconstruction, TH16/Cedar Street reconstruction, applications for LRIP and also for Minnesota Design Team. Each of these projects is moving through their individual processes.

Adjourn: Motion by Westby, seconded by Krage to adjourn the meeting at 6:31 p.m. Motion carried unanimously. The next regular meeting of the Council is scheduled for Monday, January 12, 2026.

By: _____
Scott Wallace, Mayor

Attest: _____
Michelle Quinn, Clerk/Administrator



To: All Regional Safety Group Members

December 10, 2025

Reminder: RSG Training Cost Increase for 2026

Dear Members,

This memo serves as a reminder regarding the 5% annual cost increase approved by the LMCIT Board of Directors in 2023.

As outlined in last year's communication, the cost of each meeting will increase by 5%. Starting January 1, 2026, each RSG meeting will cost \$1,911. The 5% increase is part of the Board's decision to ensure the ongoing sustainability of services and accounts for rising operational costs.

Cost Allocation:

- LMCIT will continue to pay 55% of the meeting cost, amounting to \$1,051.05 per meeting.
- The remaining 45%, or \$859.95 per meeting, will be the responsibility of your Regional Safety Group (RSG) to split among its members.

We wanted to reiterate this information so that all members are aware of the updated fee structure and can plan accordingly. Invoices for 2025 will be sent by the end of January 2026, reflecting the 2025 meeting cost of \$1,820 per meeting.

Added benefit for RSGs in 2026! Free attendance at the LMCIT Spring Loss Control Workshops. Learn how to revitalize your safety committee and develop skills for effective committee operations. See the listed dates and cities you can attend a Loss Control Workshop below.

- March 31 – Mahnomon
- April 1 – Alexandria
- April 8 - Rochester
- April 9 – Mankato
- April 21 – St. Cloud
- April 23 – St. Paul
- April 28 – Hinckley
- April 30 – Plymouth

If you have any questions or need additional clarification, please contact Ashley Edwardson.

Sincerely,

Ashley Edwardson
651-281-1268

Aedwardson@lmc.org : *Ashley Edwardson*

Houston Public Library Board Meeting Minutes
Tuesday, October 21, 2025
6:30 P.M.

Call to Order: 6:35 p.m.

Attendance: Lee, Beth, Zeb, Sarah, Lisa, Heather

1. Agenda approval
 - a. Addition to New Business "Printer- addition of \$200 protection plan" and Toy Swap discussion
 - b. Motion: Zeb; second: Lee
2. Public Comment
 - a. none
3. Minutes of September Meeting
 - a. Motion: Zeb; second: Lisa
4. Policy Review
 - a. None
5. Library Report
 - a. Circulation Report
6. Old Business
 - a. None
7. New Business
 - a. Vendor selection options: Ingram is where most libraries are going. Beth applied for a line of credit with them and was approved. Amazon is an option but Beth would rather avoid that choice.
 - b. Printer- addition of \$200 protection plan (table)
 - c. Toy Swap/ Relaxation Station- new idea for Holidazzle (table)
8. Adjourn
 - a. Motion: Sarah; second: Zeb

January 2026 Library Report

Houston County Contract

At their December meeting, the County Commissioners approved a 3% increase to the SELCO budget. This brings the 2026 allocation from \$197,362 (excluding the additional ARPA funds, which was \$30,000 per year) to \$203,283. The five Houston County libraries will meet soon to determine specific allocations within the county.

Building and Grounds

After November's repairs to the south side of the building, our city maintenance staff report that there are no concerns with structural shifting, as discussed in December.

Sue Fletcher has offered to perform our greenspace maintenance again during the summer of 2026.

Programs and Events

Recent and Ongoing

- Builders Club continues to meet every other Tuesday, with approximately 30 preschool through 4th graders attending regularly.
- Adult Book Club meets monthly, with typical attendance of 10–12 participants.
- Snow Globe Making on December 15 drew approximately 30 attendees.
- The Elementary Book Club visits the library every three weeks, with usually grades K–2 attending.
- The Noon Year's Eve Celebration on December 31 had about 15 guests.
- The Gingerbread Disguise Contest ran throughout December, with 14 participants.
- Storytime is held every Saturday morning. Attendance varies, typically ranging from 2 to 8 families.

Upcoming Programs

- The library is (tentatively) partnering with the Houston County Master Gardeners to establish a seed library. As this is a new initiative for all involved, planning and

learning are ongoing and flexible. Feedback and suggestions are appreciated.

- Vision Boards with the Friends of the Library on January 10.
- Pet Portraits on January 27 (adults) and January 29 (all ages).
- Kids After-School Book Club begins on January 27. We don't have a specific point person at the school to encourage kids to participate, but it will be promoted through their monthly newsletter and daily announcements.
- Soup-er Bowl event with the Friends of the Library on February 5.
- Friends Quilt and Basket Raffle on February 14.
- Presentation on Advance Directives with the Minnesota Department on Aging (date to be determined).
- We are participating in the Neighborhood Forests program this spring. Neighborhood Forests is a nonprofit organization in Minneapolis that partners with libraries and schools to give free tree seedlings to kids. This year, they will also give trees to adults without kids for a small fee. Registration is now through March 15, with trees delivered the week of Earth Day.

Circulation statistics attached.

Board Bylaws attached.

**HOUSTON
PUBLIC
LIBRARY**
2025 Circulation Statistics

GENERAL CIRCULATION (not including ebooks)

	CAL	HOK	HOU	LCR	SG	TOTAL
Jan	1,131	422	1,852	3,430	696	7,531
Feb	992	474	1,895	3,163	768	7,292
Mar	1,225	495	2,041	3,635	818	8,214
April	1,195	486	1,934	3,132	797	7,544
May	1,741	529	2,372	4,210	632	9,484
June	2,141	679	2,025	5,257	956	11,058
July	2,142	884	2,553	5,578	1,066	12,223
Aug	1,729	643	2,250	5,311	1,101	11,034
Sept	1,476	578	2,274	4,799	975	10,102
Oct	1,616	574	2,394	4,874	808	10,266
Nov	1,558	464	2,275	4,523	676	9,496
Dec	1,700	440	2,012	4,232	850	9,234
TOTAL	18,646	6,668	25,877	52,144	10,143	113,478
%	15.02%	5.60%	24.59%	45.55%	9.24%	100%

HOUSTON COUNTY RURAL USAGE

	CAL	HOK	HOU	LCR	SG	TOTAL
Jan:	519	171	1,055	906	243	2,894
Feb:	495	234	997	767	320	2,813
Mar:	594	208	1,124	902	276	3,104
April:	632	257	1,088	661	299	2,937
May:	807	321	1,593	849	238	3,808
June:	957	415	1,328	1,041	409	4,150
July	1,001	532	1,594	1,100	396	4,623
Aug:	755	403	1,366	1,030	432	3,986
Sept:	667	293	1,445	1,002	299	3,706
Oct:	495	335	1,464	964	266	3,524
Nov:	587	227	1,489	869	260	3,432
Dec:	651	236	1,134	940	279	3,240
TOTAL	8,160	3,632	15,677	11,031	3,717	42,217
%	17.93%	5.91%	36.45%	31.31%	8.40%	100.00%

Overdrive

	<u>Ebooks</u>	<u>Audiobooks</u>	<u>Total</u>
Dec	107	207	314
YTD	1,468	2,144	3,612

SELCO – HOUSTON COUNTY CONTRACT FOR LIBRARY SERVICE

This Agreement made and entered into effective, by and among Southeastern Libraries Cooperating, a non-profit corporation as organized under Minnesota Statutes 317A, also designated as a regional public library system as recognized in Minnesota Statutes 134.20 (hereinafter referred to as "SELCO"), the County of Houston, State of Minnesota (hereinafter referred to as "County") and the Library Boards as established under Minnesota Statutes 134.11 governing the Caledonia Public Library, Hokah Public Library, Houston Public Library, LaCrescent Public Library and the Spring Grove Public Library, (hereinafter referred to as the "Libraries").

RECITALS:

- A. The State of Minnesota requires the County, pursuant to the provisions of Minnesota Statutes 134.34 and 134.341, to participate in a regional public library system, as assigned by the Minnesota Department of Education.
- B. SELCO is a regional public library system created pursuant to Minnesota statutes and is designated to serve the County.
- C. SELCO and the Libraries have the authority and responsibility to determine library services to be provided to the County's residents, as per this agreement.
- D. SELCO, the County, and the Libraries wish to set forth their relative responsibilities in connection with their relationship under Minnesota statutes. All parties shall provide employment and services to all people without discrimination and shall comply with all federal, state, and local laws, or ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on the basis of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance, disability, sexual orientation, or age.
- E. The Board of Commissioners of the County has the continuing authority and responsibility to determine how to distribute County property tax dollars, a portion of which is to pay for public library services.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County will participate in SELCO.
2. The County will levy and collect funds on lands not otherwise taxed for library services for the support of library services in the County in accordance with Minnesota Statutes 134.34.
3. For 2026, the County agrees to provide funding at a level of \$203,283.
4. The Libraries and SELCO shall provide library service to the residents of the County at no additional fee beyond those imposed on all library users. These services will include, by way of illustration but not limitation:
 - a. On-site use of all library materials, equipment, and resources, including public access Internet computers;
 - b. On-site and remote access to licensed online electronic resources;
 - c. Check out/circulation privileges for all circulating materials. These may include, but are not necessarily limited to, such items as books, audio and video media, and magazines;
 - d. Walk-in privileges at Minnesota public libraries;
 - e. Interlibrary loan service, accessing items in the 11-county area, as well as statewide access to MnLINK;
 - f. Access to children's services, including school visits, preschool storytimes, and summer library programs;
 - g. On-site reference service;

- h. Ease of return – check out material from any library and return to any SELCO library;
 - i. Programs for various age groups; and
 - j. Commitment to cooperate with other community groups.
5. SELCO shall bill the County quarterly for the funding level of the County. The County shall pay such invoices within 30 days of the date of the invoice.
 6. SELCO, acting as fiscal agent and after receiving County payment as outlined in clause 3, will disperse operating funds to the Libraries.
 7. SELCO shall collect necessary data from the County and the Libraries to report to the Minnesota Department of Education by July 1 of each year. The Commissioner of Education will certify to the County and the Libraries the minimum level of support required by Minnesota Statutes 134.34.
 8. The Libraries agree to provide the County and SELCO with statistical data based on information gathered by the Minnesota Department of Education, as referenced in Minnesota Statutes 134.13.
 9. The County will appoint a representative to the SELCO Board of Directors. A vacancy in this position shall be filled in the same manner as the original appointment was made.
 10. The term of this Agreement shall be for a period of one (1) year commencing January 1, 2026. The parties agree to negotiate additional terms in good faith, beginning a minimum of six (6) months before the termination date. If the parties fail to complete negotiations before the expiration of this Agreement, this Agreement shall remain in effect on a month-to-month basis until such negotiations are completed.
 11. This agreement may be terminated as follows:
 - a. By mutual written consent of all Parties;
 - b. By written notice from SELCO to County if County is in material breach of this Agreement for thirty (30) days after written notice of such breach.
 - c. By written notice from County to SELCO if SELCO is in material breach of this Agreement for thirty (30) days after written notice of such breach.
 12. This document states the entire Agreement among the parties about its subject matter. No agreement affecting the subject matter of this Agreement shall be entered into by any of the Parties unless all Parties are signatories to such agreement. This Agreement may only be changed, modified, or amended through a written instrument signed by all of the parties to it expressly referencing this Agreement.

Southeastern Libraries Cooperating (SELCO)

 President of SELCO Board of Directors

 Date

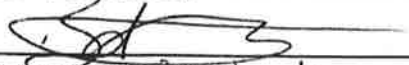
County of Houston



 County Board of Commissioners, Chair

 Date 12/23/2025

In Witness Whereof, Resolution of the Board of Commissioners of Houston County, Minnesota



County Auditor ~~Auditor~~ Coordinator

Date 12/26/25

Caledonia Public Library

Library Board President

Date

Hokah Public Library

Library Board President

Date

Houston Public Library

Library Board President

Date

LaCrescent Public Library

Library Board President

Date

Spring Grove Public Library

Library Board President

Date