

**CITY OF HOUSTON REGULAR COUNCIL MEETING  
AGENDA**

**6:00 P.M., MONDAY, FEBRUARY 9, 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. Bolton & Menk/Derek Olinger – Potential Development/Stoddard Street**
  - a. CSAH 13/Spruce Street Project**
- B. Consider Proposal for Construction of Wall and Storage Area \*tentative\***
- C. Gambling Permit**
- D. Authorize Letters of Support for BUILD Grant to Extend the Root River Bike Trail**
- E. Ambulance – Approve OEMS Grant Contract**
  - a. General Department Update**
- F. Personnel Policy Update**

**Section 2. Action Items:**

- A. Minutes from January 12, 2026, meeting**
- B. Bills**

**Section 3. Consent Agenda Items to Be Placed on File**

- A. Library report, and statistics**
- B. 2026 SELCO Contract**
- C. SMIF Correspondence and Year in Review**

**Section 4. Department Reports**

**Adjournment**

**7:00 Rural Fire Board Meeting**

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Real People. Real Solutions.

2900 43rd Street NW  
Suite 100  
Rochester, MN 55901

Ph: (507) 208-4332  
Bolton-Menk.com

## **ENGINEERING MEMORANDUM for the 2/9/26 COUNCIL MEETING**

**Date:** February 5, 2026  
**To:** Honorable Mayor and City Council Members  
**From:** Matt Mohs, P.E., City Engineer  
Derek Olinger, P.E. Project Manager  
**Subject:** Miscellaneous Project Updates  
City of Houston

### **Stoddard Street Potential Development**

The City of Houston received a letter of interest to purchase and develop 10 lots in the Prairie Meadows Addition along Stoddard Street from Gary and Vickie Frauenkron (the “Developer”) on February 3, 2026. The lots are currently owned by the City through a previous forfeiture and have been partially developed. The letter of interest is a follow-up to a meeting held in December 2025 that was attended by City leadership, City staff, and the developer to discuss the possibility of development.

This project does not fit a typical new sub-division development approach because of the work that has already been completed. This was acknowledged by the attendees of the December meeting.

Currently, there is no current cost estimate to complete the work and the total out-of-pocket costs for the developer and City are unknown.

I recommend the following next steps:

1. City Administrator, City Attorney, City Financial Advisor, and City Engineer to meet and discuss the potential project with a focus on elements of a development agreement (outlining responsibilities), sale of the lots, and identifying risk mitigation options.
2. City Administrator and staff review the City’s ordinances to outline developer and City obligations.
3. Meet with the Planning Commission:
  - a. Review the history of the City owned lots.
  - b. Discuss the potential development and all that has been learned from steps 1 and 2.
  - c. Review financing options – public (Mn Statute 429) versus private financing and the pros and cons of each.
  - d. Discuss the process to sell City property.
  - e. Review critical development agreement components.
  - f. The desired meeting outcome would be a recommendation to the City Council that staff re-engage with the developer, have the lots appraised (necessary for negotiations), and engage the City Attorney to begin preparing a draft development agreement.
4. Establish a developer escrow to cover staff and consultant costs. Funding an escrow shows a heightened level of seriousness by the developer. The purpose of the escrow is to ensure that

public funds are not used on non-public projects (This is also commonly referred to as “development should pay for itself”).

**Spruce Street**

Over this past month, we’ve been working with the county while plans are reviewed and approved by MnDOT State Aid. We anticipate that MnDOT will approve the plans in the next week. The table below summarizes our schedule expectations.

Schedule	Date
MnDOT Approval, Submit to MPCA	Mid February
Advertise for Bids	Week of Feb 23 or March 2
Open Bids	Week of March 16 or 23
Plans Certified with MPCA*, Submit Final Funding Applications to Mn PFA	Late March
Review Bids, Call for Assessment Hearing, Initiate Local Bond Sale Process	April 13
Neighborhood Meeting	Week of May 4
Hold Assessment Hearing	May 11
PFA and Local Bond approved*	Late May
Construction	Early June – Late August
Payment(s) Due to county	Fall 2026

Notes: \*Approval depends on multiple factors, actual date may vary.

**Costs & Funding**

Funding for the city’s portion of project costs will be provided separately and will be available for review at the meeting. In general, the PFA will fund utility improvements (sanitary sewer, watermain and a portion of the affected surface costs). The remainder will be funded through the sale of a local bond.

The PFA-eligible portion of the project is listed on the PFA’s intended use plan and is within the fundable range for construction this year. This means that once the MPCA and MDH approves plans, the final funding package can be executed and work can commence this year.

**Agreements**

This project is being completed in partnership with Houston County. In order to formalize this partnership, a cooperative agreement is needed. This agreement defines the responsibilities and cost shares associated with the project. Houston county will take the lead during this stage of the project by bidding and administering the actual construction contract with the successful bidder. The city will be responsible for providing construction observation of city utility construction and reimbursing the county for its share of construction costs. Additional details regarding costs and responsibilities are included in the attached agreement. A cost estimate is provided. Final costs will change based on bids and final construction quantities. We have reviewed the cooperative agreement and recommend approval.

We will talk through the details of this agreement at the upcoming meeting.

Honorable Mayor and City Council Members

February 5, 2026

Page: 3

Recommended Action

Motion authorizing the Mayor and City Administrator to execute the Cooperative Agreement with Houston County for SAP 028-613-013.

# COOPERATIVE AGREEMENT

It is hereby agreed to on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Houston, Minnesota (County) and the City of Houston, Minnesota, (City) that the respective parties to this agreement shall have the responsibilities as herein described with respect to the reconstruction of County State Aid Highway (CSAH) No. 13 (Grant and Spruce Street) from 967 feet West of Junction with Washington Street to Junction with MNTH 16, in the city limits of Houston, Minnesota, also referred to as Houston County State Aid Project 028-613-013.

**Section 1.** The project is to be considered a County project, under County contract and control. The County shall have the following specific responsibilities with respect to the project:

1. Unless otherwise noted, draft all plans and specifications.
2. Unless otherwise noted, obtain all permits and approvals required from other government agencies.
3. Unless otherwise noted, perform all contract administration, including change order negotiations, enforcing contractor compliance, and handling public concerns.
4. Advertise for bids, hold letting and contract for completion.
5. Pay for the following:
  - A. unless otherwise noted, 100-percent of all costs.
  - B. 55-percent of all storm sewers and storm fixtures as determined by hydraulic assessment from final design plans.
  - C. 55-percent of all curb and gutter, the same percent as determined in 5B. above,
  - D. 100-percent of pedestrian sidewalk ramps at intersections.
  - E. 100-percent of costs associated with maintaining the street between the grading contract and the paving contact.
  - F. future maintenance related to pavement striping, roadway surfacing, and shouldering.
  - G. 20-percent of turf establishment items.

Note: Storm Sewer participation is subject to change pending final plan design.

**Section 2.** The City shall have the following responsibilities with respect to the project within the corporate City limits:

1. Draft all plans and specifications relating to water main, sanitary sewer, and storm sewer.
2. Obtain all permits and approvals required from other government agencies for water main and sanitary sewer. Act as co-owner for storm water permitting.
3. Assist in the obtaining of all permits and approvals required from other governmental agencies.

4. Assist County with enforcement of contract requirements with respect to water system and sanitary sewer utility construction. The City shall provide a qualified engineering firm to provide construction observation, construction testing, and assistance with contract administration for City utility construction and fulfill applicable MnDOT State Aid requirements.
5. Review and approval of plans and specifications on city participated items.
6. Provide input on negotiated change orders related to city participated items.
7. Assist in working with the public.
8. Pay for the following:
  - A. 100-percent of all water main, sanitary sewer, and related items.
  - B. 100-percent of all sidewalk improvements excluding pedestrian ramps at intersections.
  - C. 45-percent of all storm sewers and storm fixtures as determined by hydraulic assessment from final design plans.
  - D. 45-percent of all curb and gutter, the same percent as determined in 8C above.
  - E. 100 percent of all design engineering associated with the storm sewer items.
  - F. 100-percent of engineering, inspection, and documentation related to water main and sanitary sewer. Item documentation shall be submitted to the County for Contractor payment and record retention purposes.
  - G. 100-percent of easement or right of entry.
  - H. 100-percent of costs associated with boulevard trees.
  - I. 80-percent of turf establishment items.
  - J. cost of utility structure adjustments under the paving contract.
  - K. Routine maintenance of storm sewer, curb & gutter, water and sanitary sewer lines, boulevard vegetation, and sidewalk. Routine maintenance generally includes but is not limited to vegetation control, snow/debris removal, spot repairs, or related activity, as applicable.
  - L. future damages to the roadway caused by the City utility maintenance.

Note: Storm Sewer participation is subject to change pending final plan design.

**Section 3.** The Houston County Department of Transportation will pay the Contractor directly for all work completed on the project and the City shall pay their portion to the County as invoiced and based on the Contract costs. This procedure shall comply with Minnesota Department of Transportation State Aid Project procedures, including quantities as certified by the County.

**Section 4.** The plans and specifications reviewed and signed by the City and County herein become part of this agreement. The specific projects covered by this agreement are listed below:

SAP 028-613-013 project: CSAH 13 (Grant and Spruce Street) from 967 feet West of Junction with Washington Street to Junction with MNTH 16.

***Authorized Signatures:***

City of Houston, Minnesota

County of Houston, Minnesota

\_\_\_\_\_  
Mayor, City of Houston

\_\_\_\_\_  
Houston County Board Chairman

\_\_\_\_\_  
Houston City Clerk

\_\_\_\_\_  
Houston County Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved:*

*Approved:*

\_\_\_\_\_  
City of Houston Attorney

\_\_\_\_\_  
Houston County Attorney

## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9, 2026  
Agenda Item: Proposal  
From: Building & Grounds Steve Westby

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\*As of the time when packets were prepared, the quote had not been received.\*

The contractor is seeking clarification on certain regulations from the building inspector prior to finalizing the quote.

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. Of the feedback received from those who have rented the Community Center, 100% have expressed a need for a storage area for the racks and/or tables and chairs to allow them to utilize the entire space and not have the clutter of empty or partially full table and chair racks. This proposal would provide the necessary storage. In addition, the garage area for the squad would be further isolated from the staff space and the mezzanine over the storage area while being the most cost-effective construction option would maintain the useable space of the Police Department.

**Action Requested:** Consider the quote for described work.

**MEMORANDUM FOR HOUSTON CITY COUNCIL**

Council Date: February 9, 2026

Agenda Item: Application for Exempt Permit (gambling)

From: Michelle Quinn

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Houston Area Chamber of Commerce requests approval of an Application for Exempt Permit for an event hosted at the Houston Hoedown Fest Grounds on July 25, 2026.

**Action requested:** Approve request with no waiting period

## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9, 2026

Agenda Item: Letters of Support

From: Larry Kirch

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On behalf of Houston County and the cities of Houston, Hokah and La Crescent, the City of La Crescent is applying for a U.S.DOT BUILD Grant and a State of Minnesota Grant is the LCCMR grant. We applied for both of these highly competitive grants last year but were unsuccessful. Either of these grants, if awarded, will continue the regional effort to extend the Root River State Trail the final 18 miles from Houston to Hokah and to La Crescent. To improve our grant award chances, we are asking for letters of support (LOS) for each application. Letters are best if they are individualized and I will send your previous LOS to each of you. I have also attached a copy of Representative Finstad's letter and Senator Klobuchar's letter from last year for your reference. I have also attached a sample letter for your convenience.

As you may know, the City of La Crescent and the Houston County EDA are staffing the effort to complete this state trail through a Memorandum of Agreement to Jointly Cooperate between Houston County, and the three cities.

We very much appreciate the growing list of supporters that also want to see this state trail completed. This project was approved by the Minnesota State Legislature more than 50 years ago. There is growing momentum for this project. State Representative Davids has offered to submit a "stand-alone" bill for necessary state funding. The Minnesota Parks and Trails Council has selected this Community-Led Trail Project for its Partnership Program.

Again, Houston County, the three cities, and the Root River Trail Extension-Citizens Exploratory Committee, all thank you!

**Action requested:** Authorize LOS as requested signed by Mayor Wallace

City of Houston  
105 West Maple Street, PO Box 667  
Houston, Minnesota 55943



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

February 13, 2026

The Honorable Sean P. Duffy  
United States Secretary of Transportation  
United States Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Subject: FY 2026 Build Planning Grant Connecting SE Minnesota and Western Wisconsin – Root River Shared Use Path Extension

Dear Honorable Secretary Duffy:

I am writing to urge your selection of the City of La Crescent, MN's BUILD Grant. La Crescent is submitting this application on behalf of Houston County and the cities of Houston, Hokah, and La Crescent. Awarding a planning grant will ensure the completion of the last 18 miles of the Root River Shared Use Trail which will connect 11 rural communities in SE Minnesota and connect these communities to La Crosse, Wisconsin. The planning grant will produce final design plans, complete the NEPA process, a benefit-cost analysis and provide extensive public involvement

Houston County and the cities of La Crescent, Hokah, and Houston have been working for over 40 years to complete this 18-mile-long trail gap. The trail serves to improve safety for bicyclists and pedestrians and will improve the travel experience for the travelling public along two federally designated National Scenic Byways along the Mississippi and Root rivers. Connecting a total of 11 rural communities to the La Crosse, Wisconsin Metropolitan Region will improve the economic competitiveness of these rural agricultural communities.

The BUILD Planning Grant will give the county and the bi-state region construction ready plans for this shared-use facility. Although much high-level planning has been done over the last 40 years, no facility can be completed unless the detailed environmental, engineering, value engineering, and public engagement are finalized. The Planning Grant will position the communities to secure construction funding.

Thank you and on behalf of City of Houston, I hope that you will give your blessing for this vital project for Southeast Minnesota.

Sincerely,

Scott Wallace  
Mayor, City of Houston

*Equal opportunity provider*

City of Houston  
105 West Maple Street, PO Box 667  
Houston, Minnesota 55943



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

March 13, 2026

Legislative Citizen Commission on Minnesota Resources (LCCMR)  
Centennial Office Building, 1<sup>st</sup> Floor  
658 Cedar Street  
St. Paul, MN 55155

Subject: Completing SE Minnesota's Root River Trail

Dear Commission Members:

Southeast Minnesota has been waiting for over 40 years for the Root River State Trail to be extended from Houston to Hokah, and La Crescent. This state trail was authorized by the Minnesota Legislature in 1971. On behalf of the City of Houston Council I am writing to ask that the LCCMR award a grant to the City of La Crescent, so this important trail project can move from an idea to a construction project. La Crescent is submitting this application in partnership with Houston County and the cities of Houston, Hokah, and La Crescent.

A grant award will ensure that the completion of the last 18 miles of the Root River Trail finally connects 11 rural communities in SE Minnesota. The Root River Trail can then connect to the Wagon Wheel Trail in La Crescent which will connect all of SE Minnesota to the Mississippi River Trail (MRT/US Bike Route 45) and to La Crosse, Wisconsin. The planning/engineering design grant will produce preliminary and final design plans, complete the NEPA/MNEQB process, and provide for extensive public involvement.

The trail serves to improve safety for bicyclists and pedestrians and will improve the travel experience for the travelling public along two federally designated National Scenic Byways along the Mississippi and Root rivers. Connecting a total of 11 rural communities to the La Crosse, Wisconsin Metropolitan Region will improve the economic competitiveness of these rural agricultural communities.

The grant will result in construction ready plans for this shared-use facility. Although much high-level planning has been done over the last 40 years, no facility can be completed unless the detailed environmental, engineering, value engineering, and public engagement are finalized. The grant will better position the communities to secure construction funding. The funding request includes final engineering plans for the first six miles from La Crescent to Hokah. A recent Minnesota DOT funded grant for an engineering feasibility study from the Wagon Wheel Trail to the intersection of STH 16/26 (Miller's Corner) is now complete. As a result, the alignment of the La Crescent to Miller's Corner section has concurrence from MnDOT. The application includes final engineering design for first two segments (Wagon Wheel Trail to Miller's Corner and Miller's Corner to Hokah).

*Equal opportunity provider*

This long-anticipated project is vital for the health and well-being of all residents of Minnesota and will be an economic driver for all of Southeast Minnesota. Thank you for your consideration.

Sincerely,

Scott Wallace  
Mayor, City of Houston

*Equal opportunity provider*

## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9, 2026  
Agenda Item: Office of Emergency Services  
From: Finance Director, Suzie Peterson

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During the regular meeting of the council held January 12, 2026, the council acted to adopt Resolution 2026-02 Accepting an OEMS Grant in the amount of \$783.42. The contract to finalize acceptance has been received.

**Action requested:** Affirm actions outlined in Resolution 2026-02 and approve the grant contract.

**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Director of Emergency Medical Services, 335 Randolph Ave, St. Paul, MN 55102 ("STATE") and City of Houston, Houston Community Ambulance, 105 W. Maple Street, PO Box 667, Houston, MN 55943 ("GRANTEE").

**Recitals**

1. Under [Minnesota Legislature Laws 2025, Special Session, Chapter 3, Article 5, Section 4](#) the State is empowered to enter into this grant contract agreement.
2. The State is in need of an eligible ambulance service capable of maintaining operational capacity and financial stability necessary to provide reliable emergency medical services within their designated primary service areas.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minnesota Statutes §16B.98 Subd.1](#), the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 Effective date:**

February 1, 2026, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2 Expiration date:**

March 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

**2 Specifications, Duties, and Scope of Work**

**2.1 Grant Management.**

Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes §16B.97 Subd. 4 \(a\) \(1\)](#). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

**2.2 Duties.**

Grantee will perform the services specified in the approved Budget and Work Plan which is attached and incorporated into this contract as Attachment A.

**2.3 Grant Progress Reports.**

Grantee shall submit grant progress reports to the State on an annual basis. The grant progress report shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. Grantee shall submit a progress report to the State according to the following schedule using the OEMS AOD Progress Report form which is attached and incorporated into this contract as Attachment B.

- December 15, 2026

### **3 Time**

Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

### **4 Consideration and Terms of Payment**

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

#### **4.1 Compensation**

The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **\$783.42**, which shall be paid in accordance Attachment A: Budget and Work Plan, which is attached and incorporated into this Grant Contract Agreement.

#### **4.2 Administrative Costs**

Grantee administrative costs must be necessary and reasonable.

#### **4.3 Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

#### **4.4 Modification of Budget Line Items:**

- i) No more than ten percent (10%) of the funds identified in the budget line items in Attachment A may be transferred to other lines or used for any other purpose without prior written approval of the State.
- ii) Modifications of less than ten percent (10%) of the funds identified in the budget line items in Attachment A require STATE approval and GRANTEE must record the budget change on a form provided by STATE.
- iii) This modification refers to ten percent (10%) of the full value of the Grant Contract Agreement.

#### **4.5 Invoices**

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative.

Invoices shall be submitted timely, in a form prescribed by the State, including supporting documentation, with additional details as requested by the State. Invoices with the required supporting documentation is due on a quarterly basis and according to the following schedule:

- April 15, 2026
- July 15, 2026
- October 15, 2026
- January 15, 2027
- April 15, 2027

**4.6 Unexpended Funds.**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

**5 Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6 Contracting and Bidding Requirements.**

6.1 The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

6.2 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

6.3 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6.4 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**7 Authorized Representative**

**7.1 The State's Authorized Representatives:**

(a) The Program Manager is Dylan Ferguson, Director, OEMS, 335 Randolph Avenue, St. Paul, MN 55012, (651) 201-2806, [dylan.ferguson@state.mn.us](mailto:dylan.ferguson@state.mn.us), or their successor or delegate, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

(b) The Fiscal Manager is Melanie Riddle, Grants and Financial Manager, OEMS, 335 Randolph Avenue, St. Paul, MN 55012 (651) 201-2809, [melanie.q.riddle@state.mn.us](mailto:melanie.q.riddle@state.mn.us), or their successor or delegate, and has the responsibility to monitor the Grant Contract Agreement, receive invoices and approve payments to the Grantee.

**7.2 The Grantee's Authorized Representatives:**

(a) The Grantee's representative for executing the contract is Michelle Quinn, Clerk/Administrator, [mquinn@houstonmn.us](mailto:mquinn@houstonmn.us), PO Box 667, Houston, MN 55943, 507-896-4033, or their successor or delegate.

(b) The grantee's representative for management of the grant is Suzanne Peterson, Treasurer/Accountant, PO Box 667, Houston, MN 55943, 507-896-4032, or their successor or delegate.

(c) If the Grantee's Authorized Representatives changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

## **8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **8.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### **8.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **8.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **8.4 Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **9 Subcontracting and Subcontract Payment**

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes §16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes §16A.1245.

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

## **10 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **11 State Audits**

Under Minnesota Statutes § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **12 Government Data Practices and Intellectual Property Rights**

### **12.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **13 Workers Compensation**

The Grantee certifies that it is in compliance with Minnesota Statutes §176.181 Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **14 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **15 Termination**

### **15.1 Termination by the State**

#### **(a) Without Cause**

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### **(b) With Cause**

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **15.2 Termination by The Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

### **15.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract agreement if:

**(a)** It does not obtain funding from the Minnesota Legislature

**(b)** The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis,

for services satisfactorily performed to the extent that dedicated funds are available.

- (c) In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.
- (d) The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

## **16 Publicity and Endorsement**

### **16.1 *Publicity***

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **16.2 *Endorsement***

The Grantee must not claim that the State endorses its products or services.

## **17 Data Disclosure**

Under Minnesota Statutes § 270C.65 Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.



**Budget**

<b>Budget Line Items: Goals/Objectives</b>		<b>Grant Period (1/15/2026-3/31/2027)</b>	
<b>Operational Expenses</b>		\$	<b>783.42</b>
	Personnel	\$	783.42
<b>Capital Expenses</b>		\$	-
	<b>TOTAL</b>	\$	<b>783.42</b>




MINNESOTA

OFFICE OF EMERGENCY  
MEDICAL SERVICES

**Operating Deficit Grant Budget**  
Houston Community Ambulance

Work Plan

Attachment "A"

 <b>Operating Deficit Work Plan</b>			
Expense Category: Goal/Objective	Description of Tasks, Duties, and Deliverables	Evaluation Plan	Expected Outcomes
Operational Expenses: day-to-day operations Personnel	Raise the weekday on call per hour from \$2.00 to \$4.00 and raise the weekend on call per hour from \$2.25 to \$4.50.	Will evaluate through the schedule and payroll records. Success will be measured by every member of the Ambulance crew taking shifts and the schedule being covered more evenly by all crew members.	Current personnel will be more willing to take a shift with the shift wage increase. May be easier to cover shifts.
			Timeline



## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9, 2026  
Agenda Item: Ambulance Notables  
From: Ambulance Director, Chris Cox

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Houston Volunteer Ambulance Crew Members will be honored at the 13<sup>th</sup> Annual Heroes & Survivors Banquet on Thursday, February 12 at All Star Lanes in La Crosse, WI.

This year is starting off at quite a clip, as of 2/1/2026 the Houston Volunteer Ambulance has responded to 25 calls versus 15 in the same period in 2025.

Please see attached information related to the service which was highlighted during a recent gathering of local EMS.

Through a partnership between our training center and Houston Public Schools/MNVA there are 11 EMR and 7 EMT students enrolled. Not all of the participants are local.

The training center will be providing EMR refresher training for the Houston Fire Department.

The training center was spotlighted during a recent Southeast Minnesota Regional Managers Meeting.

Please reach out to Chris Cox or Anna Frauenkron to learn more about any of the above mentions.



# HOUSTON COMMUNITY AMBULANCE



2025 in Review



April: Celebrated 60 years

Spring: purchased Lifepack 35 to continue quality patient care  
November: Crew awarded lifesaving award for September save.

Runs by year:

2025- 230      2024- 210      2023- 214      2022- 223      2021- 185      2020- 175

Runs by day of the week:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
35	29	27	29	32	45	32

Most common call type:

Falls 21.4%      Breathing Problem 12.66%      Sick Person 7.8%

Highest frequency of age range: 80-89 years, followed by 70-79, 1 patient 100 years +

Response time (from station to scene): 4.27 minutes

Average run miles to scene: 2.32 miles

Most common time to be paged out 9 – 10 am and 6 – 7 pm.

**Number of runs & hours by crew member:**

- Adrianna: 4 runs, 137 hours
- Anna: 60 runs, 1660 hours
- Tony: 53 runs, 1361 hours
- Brandon: 21 runs, 670 hours
- Byron: 11 runs, 31 hours
- Chad: 14 runs, 628 hours
- Chuck: 28 runs, 1605 hours
- Chris C: 100 runs, 3016 hours
- Chris T: 3 runs, 8 hours
- Darin: 5 runs, 184 hours
- Deven: 30 runs, 931 hours
- Dylan: 15 runs, 235 hours
- Joelle: 8 runs, 110 hours
- Kendra: 21 runs, 768 hours
- Lillian: 10 runs, 384 hours
- Marc: 5 runs, 84 hours
- Marty: 16 runs, 378 hours
- Mimi: 23 runs, 924 hours
- Nathan: 50 runs, 1702 hours
- Tom: 28 runs, 1583 hours (retired)
- Wood: 81 runs, 2287 hours
- Trent: 4 runs, 14 hours
- Valerie: 23 runs, 1043 hours
- William: 18 runs, 824 hours



# HOUSTON COMMUNITY AMBULANCE



### Looking ahead:

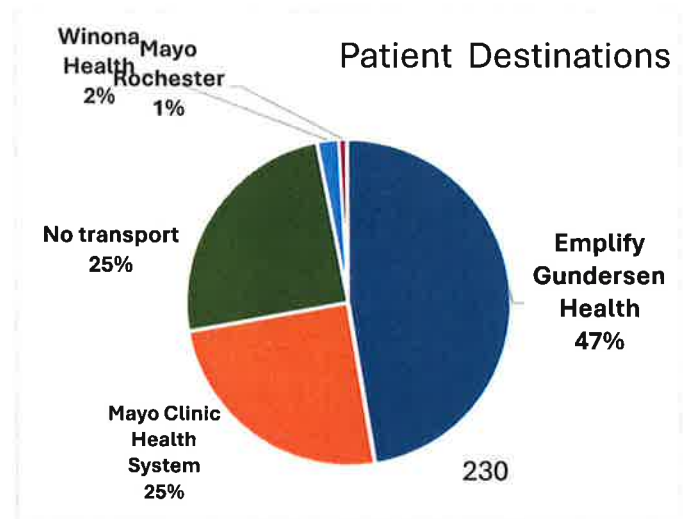
May 17 - 23 National EMS Week

July 24-26 Houston Hoedown

August 4 - National Night Out

Monthly meetings: 3<sup>rd</sup> Wednesday @ 6:30 pm

CPR classes available upon request- See Chris or Anna



### Special Donations Received:

\$30,000 Anonymous: This donation was received because they know that an ambulance in a small community is vital and want it to continue!

\$2245 Lights on Kilborn

\$7927 60th Celebration

\$7500 Houston American Legion Post 423

\$7000 Pat Hetland Foundation

### Thank you from Ambulance Director Chris Cox:

I want to thank the ambulance crew and families for all time you have given this past year. You leave home, family gatherings, parties, games, and work to help our community. You leave Christmas to help a family who lost someone. We can come home and hug our spouses, children, grandchildren. The families we helped, may no longer have that. There are several people in our community that are still here because we were there to help. I truly appreciate you being there to give hope to the patients that call. We are a beacon of light when we show up to help. Our community needs us to keep showing up. Please keep sharing your time. Encourage others to join and volunteer for the Ambulance. This service is vital and I want it to prosper for years to come. This is a fulfilling volunteer opportunity!

## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9, 2026

Agenda Item: Personnel Policy Update/Inclusion of Minnesota Paid Leave Program Policy Info

From: Michelle Quinn

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Minnesota Paid Leave Program went into effect January 1. The Personnel Policy required update to include information related to the program. In addition, certain excerpts were updated to mirror the League of Minnesota's Personnel Policy Template. This impacted verbiage, not intent.

Another revision is related to who is covered by the policy. Since volunteer firefighters and ambulance attendants are considered "employees" and are entitled to the MN Paid Leave Program, the Personnel Policy will now cover them. This also makes those staff members subject to council oversight and the city's progressive disciplinary procedures. Previously, if there would have been an issue with an employee from one of the departments, there technically was no policy to guide process.

**Action Requested:** Approve the proposed revisions as reflected. Note – Once approved, the formatting will be adjusted so the final product will not have odd spacing, and margins will be congruent throughout.

# **CITY OF HOUSTON PERSONNEL POLICY**

## SECTION 100 – GENERAL

### 100.01 Purpose

~~The purpose of this policy is to establish a uniform and equitable system to govern the relationship between employees and the City of Houston. The personnel policy manual defines how employees are recognized and compensated, and explains what is expected from individual employees.~~

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the city of Houston. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the city and they will supersede all previous personnel policies. Except where noted otherwise, the city council, personnel committee and administrator are charged with ensuring compliance with these personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

~~It is the policy of the City Council to carry out the contents of this policy with the assistance of the Council's Personnel Committee. If the City does not have Personnel Committee, the City Council shall have sole responsibility. The City Council has the right to amend, in whole or in part, any or all of the provisions contained in this personnel policy. Interpretation of these policies or decisions on items not covered within them shall be made by the City Council.~~

Any employee, or group of employees, has the right to communicate views, grievances, complaints, or opinions on any matter covered in the personnel policy by meeting with the Personnel Committee.

### 100.02 Applicability

**Sub. 1 Personnel Covered.** Except as otherwise authorized and specifically provided, this policy applies to all employees of the City except the following:

- A. All elected officials,
- B. City attorney, engineer, financial advisor, health officer and any other person providing services on a contractual basis,
- C. ~~Volunteer firefighters, Ambulance crew members and other volunteer personnel,~~
- D. Volunteers, except as specifically noted for paid-on-call firefighters.
- E. Members of city boards, commissions, and committees.

**Sub. 2 Provisions Superseded.** No provision of this Policy is intended to violate, supersede, or conflict with any applicable Constitutional right, statute or regulation, whether state or federal, or any provision of a collective bargaining agreement in effect between the City and any of its employees. If any provision of this policy is in conflict with such laws, the right, statute or regulation shall prevail.

## SECTION 200 - DEFINITIONS

**200.01 Employee.** ~~An employee who has completed an initial probationary period and who fills a position that is continuous in nature on either a full or part time basis.~~

An individual who has successfully completed all stages of the selection process, including the training period.

**200.02 Probationary Employee.** An employee appointed to a continuous position who is required to demonstrate fitness for the position by actual performance of the position's

duties for a period of 6 months unless otherwise specified by state statute.

- 200.03 Seasonal Employee.** Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits—except that seasonal employees are eligible to accrue Earned Sick and Safe Time (ESST) leave as outlined in the ESST policy—and do not earn credit for seniority. Additionally, effective January 1, 2026, most seasonal employees as defined in this section are also eligible for Minnesota Paid Leave program benefits. The city will provide notice to select seasonal employees who also fall under the Minnesota Paid Leave law’s narrow definition of “seasonal employee,” as these individuals will not be covered by Minnesota Paid Leave.
- 200.04 Temporary Employee.** ~~An employee appointed on a short-term basis to provide continuity of services or to prevent inconvenience to the public; and who is not a “public employee” as defined by Minnesota Statutes §179A.03, Sub. 14.~~
- Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits – except that temporary employees are eligible for Minnesota Paid Leave Program benefits and Earned Sick and Safe Time (ESST) leave as outlined in the ESST policy—and do not earn credit for seniority.
- 200.05 Full-time Employee.** Any employee who works a regularly scheduled thirty (30) hour or more per workweek.
- 200.06 Part-Time Employee.** An employee who normally works less than a regularly scheduled thirty (30) hour workweek.
- 200.07 Benefits Earning Employees.** who are eligible for at least a pro-rated portion of city-provided benefits. Except for Earned Sick and Safe Time (ESST) and Minnesota Paid Leave program benefits, such employees must be year-round employees who work at least 20 hours per week on a regular basis.
- 200.08 Department Head.** ~~An employee occupying a supervisory position of Public Works Supervisor, Police Chief, Naturalist, Librarian, or City Administrator.~~
- Management Employee:** An employee who is responsible for managing a department or division of the city.
- 200.09 Direct Deposit:** As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the city administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.
- 200.10 Over-time.** Hours worked in excess of forty (40) hours within a seven (7) day work period.
- 200.11 Compensatory Time.** ~~Time off in an amount that is equal to the number of irregular or~~

~~occasional overtime hours worked.~~ Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked.

- 200.12** ~~On-Call.~~ Time when an employee will be required to remain within a **departmentally determined range and response time.** ~~range of a 40-mile radius of the city limits and within an emergency response time of not more than one (1) hour from the time of the original call.~~

## **SECTION 300 – ORGANIZATON**

(See Appendix A)

## **SECTION 400 - APPOINTMENT**

- 400.01** **Appointments.** The Council on the basis of merit and fitness for the position will make appointments to municipal service. When required by law or by the Council, merit and fitness will be determined by written, oral, or other examinations designed to evaluate the ability of the candidate to discharge the position. When the candidate appointed is already an employee of the City, the appointment will be considered a promotional appointment.
- 400.02** **Non-Discrimination Policy.** No person will be employed, promoted, demoted or discharged by the City or in any way favored or subjected to discrimination because of political opinions or affiliations, race, color, creed, national origin, religion, gender, marital status, status with regard to public assistance, age or disability or because of the exercise of rights under provisions of the Public Employment Labor Relations Act, Minnesota Statutes Chapter 179A.
- 400.03** **Hiring Process.** All appointments full-time to municipal service shall be made after the following steps have been taken, in the order set forth below:
- Sub. 1** **Declaration of Vacancy or Need.** The City Council, either upon its own motion or at the request of a Department Head, shall determine whether a vacancy exists within the City's employment roster and/or whether there is a need to hire a new or additional city employee.
- Sub. 2** **Advertisement for Position.** Upon declaring a vacancy or the need for a city employee, the Council shall direct the Administrator to advertise for candidates to fill the vacancy or need. Such advertisement will be made in the Houston Banner along with any other publications as may be determined by the Council.
- Sub. 3** **Application Procedure.** Each applicant for a position with the City shall apply on a form approved by the Council (see Appendix B). Applicants must comply with all requirements affecting the prospective employment. An applicant may be required to present a certificate of competency, licenses or other evidence of special qualifications. If it should be determined on a subsequent date that statement(s) made on the application are fraudulent, the applicant will be subject to dismissal.
- Sub. 5** **Selections of Finalists.** The Personnel Committee shall designate "finalists" who shall be notified and subjected to interviews and testing, as the Council may deem appropriate for the position. The Council may delegate responsibility for screening applicants to other qualified persons who shall provide a recommendation to the Council, along with the reasons for

recommending the offer of employment to a particular applicant.

- Sub. 6 Background and Reference Checks.** The Council shall conduct a reference check on any designated finalist. Such reference check shall include verification of any licenses held by the finalist. The Council may delegate this responsibility to other qualified persons who shall provide a written report to the Council. A background check may also be conducted concerning any finalist. A person or entity not employed by the City shall conduct such a check at the City's expense. The Council shall determine the scope and extent of the background check.
- Sub. 7 Pre-Employment Examination.** A finalist may be subjected to a physical medical examination, including alcohol and drug testing, which shall be performed by a physician determined by the Council and paid for by the City. The Council will provide the examining physician with a job description of the position involved. The physician will notify the City Administrator in writing that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations. The City Administrator will inform the City Council of the results. If a candidate is rejected for employment based on the results, he/she will be notified of this determination and may request further explanation from the physician.
- Sub. 8 Offer of Employment.** Upon an applicant's successful completion of the reference check, background check if required, and physical examination, including a negative drug and alcohol test result, the Council shall offer employment to the applicant it deems most suited for the position. The Mayor or City Council shall make all offers of employment. The Council may not delegate this responsibility to anyone.
- Sub. 9 Probationary Period.**
- A. Purpose.** The probationary period is regarded as an integral part of the selection process and will be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.
- B. Duration.** Every original appointment is subject to a probationary period of six (6) months from the date of appointment and every promotional appointment is subject to a probationary period of six (6) months. The Council reserves the right to extend the probationary period.
- C. Completion of Probationary Period.** Immediately before the expiration of the probationary period the Department Head will provide the Council with a written recommendation indicating whether the services of the employee have been satisfactory and whether the employee should be continued. An employee will be considered to have successfully completed the probationary period and attained the status of employee upon completion of the 6-month probationary period.
- Sub. 10 Temporary Appointments.** The Council may make temporary appointments. These appointments will terminate by expiration of the period during which any such appointment is limited by Civil Service or any other law and prior to the date the person would become a "public employee" as defined in Minnesota Statutes §179A.03, Sub. 14. No benefits may be given for service rendered under a temporary appointment.
- Sub. 11 Conditions of Employment.** Certain positions held by a city employee require particular licenses in order to meet the qualifications for that position. Maintaining these licenses shall be the responsibility of the employee and

becomes a condition of employment with the City. Failure to do so may result in disciplinary action. The Council reserves the right to prohibit an employee from driving City vehicles if that employee's driver's license is restricted to a limited license and/or work permit due to conviction of an enhanced moving violation (as defined in MN Statutes Chapter 169).

## **SECTION 500 – EMPLOYEE RECORDS AND PERFORMANCE REVIEWS**

**500.01 Employee Records.** Records containing information pertinent to this employment will be maintained for all employees and will be available at any time for their own review in accordance with the Minnesota Government Data Practices Act.

During the course of City employment, an employee will be asked to provide information, which is classified by state law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information, which generally cannot be given to either the public or the subject of the data.

**500.02 Employee Performance Evaluations.** Employees will normally have their performance evaluated at least twice during their probationary period and annually thereafter. Performance evaluations will be maintained in employee files.

## **SECTION 600 – COMPENSATION AND WORK HOURS**

**600.01 General Policy.** Employees of the City will be compensated according to the schedule established annually by the Council. Any wage or salary so established is the total remuneration for employment, but will not be considered as reimbursement for official travel or other expenses, which may be allowed for the conduct of official business. Unless approved by the Council, no employee will receive pay from the City in addition to the salary authorized for the position or positions to which the employee has been appointed. After written notification to the affected employee, the Council may change or modify any wages or salary of any employee at any time that it deems necessary for budgetary considerations.

**600.02 Compensation for Attendance at Council Meetings.** Department Heads shall report to the Council in writing and in person at regular City meetings and at special meetings when requested by the Council. Department Heads shall be compensated a minimum of one (1) hour of pay for making a report to the Council. An employee will not be paid for voluntarily staying at a Council meeting after presenting a report. Administrative staff shall be compensated for the length of the official meeting.

**600.03 Work Hours.** Work schedules for personnel will be established by the appropriate Department Head subject to the approval of the City Administrator in accordance with the needs of the City.

**600.04 Rest Periods and Lunch Breaks.** ~~Every employee, when working under conditions where a break period is practicable, will be granted a fifteen (15) minute break period in each half of the employee's shift. Each Department Head must schedule rest periods so as not to interfere with work requirements. Breaks may be taken at the employee's desk. Each employee may take an unpaid lunch break, up to one hour each day. Every employee is encouraged to take lunch breaks.~~

A paid rest break of at least fifteen minutes or enough time to utilize the nearest convenient restroom (whichever is longer) is allowed within each four consecutive hours of

work. Effective January 1, 2026, an unpaid thirty-minute lunch period is provided when an employee works six or more consecutive hours.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the city administrator, on the use of meal breaks and rest periods.

**600.05 Paydays.** Employees will be paid on a bi-weekly basis.

**600.06 Pay Periods.** Pay periods will be midnight Sunday through midnight Saturday.

**600.07 Time Cards and Records.** All employees shall maintain accurate time records on a form approved by the City Council. Each day employees shall document the time they begin working, the time when they break for lunch, the time they return from lunch, and the time they stop working for the day. Such time records must be reviewed, approved and signed by the employee's Department Head every two weeks and/or before payment for said time is made by the City.

**600.08 Overtime.** Employees should not work overtime or accrue compensatory time except in emergency situations or peak workload periods. The scheduling and payment of compensatory time and overtime shall be in accordance with the Fair Labor Standards Act, to the extent that it may apply to particular employees.

The Council reserves the right to determine which manner of compensation the employee shall receive. The Department Heads are expected to monitor hours worked within their department to avoid the scheduling or use of overtime to the greatest extent possible.

**Sub. 1 Compensation for Overtime and Compensatory Time.** An employee shall be compensated in one of the following ways:

- a. Paid at the rate of one and one-half their regular rate of pay for hours worked in excess of 40 hours within a seven day week,
- b. Granted compensatory time at one and one-half times their regular rate for hours worked in excess of 40 hours within a seven-day week.

**Sub. 2 Compensatory Time.** An employee who has accrued compensatory time and requests use of the time, will be permitted to use the time off within a reasonable period after making the request, if it does not unduly disrupt the operations of the City. Compensatory time must be used in increments of not less than one hour.

Employees should not accrue more than forty hours (40) of accrued compensatory time at any time. The City reserves the right to schedule time off for an employee if his or her accrued compensatory time is reaching the maximum amount under this section.

**Sub. 4 Certain Benefits Not Counted Toward Overtime and Compensatory Time.** Paid Time off (PTO) will not be counted in determining eligibility for overtime or compensatory time. For example, an employee who is eligible for overtime for work in excess of 40 hours in a week shall not receive overtime for working 33 hours in one week and using 8 hours of PTO. Overtime and compensatory time will only be awarded for actual time spent at work in excess of the 40-hour periods referred to above.

**Sub. 5 Call Outs.** Call outs for emergencies occurring after the employee's shift has ended and the employee has left the work site and before the beginning of the next regularly scheduled shift shall be compensated at a minimum of two (2) hours or actual hours worked, whichever is greater. The two-hour minimum

shall not be paid for staying late or arriving early.

## **SECTION 700 – EMPLOYMENT BENEFITS**

### **700.01 Holidays**

The following calendar days are observed holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, and Christmas Day. ~~When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the following Monday is a paid holiday, and if any such day falls on Saturday the preceding Friday is a holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for twenty-four (24) hours.~~

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for city operations/facilities closed on holidays.

Full-time employees will receive pay for observed holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday.

Part-time employees will receive pro-rated holiday pay based on the number of hours normally scheduled. The pro-rated holiday pay will apply to each holiday observed whether it is a regular working day for the employee or not.

Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Employees who, because of the nature of their duties, are required to work on observed holidays are entitled to another day off in lieu of the regular holiday, and should take such day off within two weeks after said holiday.

### **700.02 Paid Time Off (PTO)**

PTO is a single benefit program to cover individual sick leave, vacation leave, and funeral leave. PTO does not replace City observed holidays, jury duty, military leave, or court leave. Beginning January 2024, tracking will begin for Earned Sick and Safe Time.

Employees qualifying for PTO will see an additional line item reflecting the portion of PTO which may be utilized for those leaves outlined in 700.03. Accruals reflected in the ESST line item are a portion of PTO, not in addition to PTO accruals. As with all paid time off programs, the City needs to ensure that service to the public and work requirements are not adversely impacted.

### **700.03 Paid Time Off (PTO)**

PTO replaces individual sick leave, vacation leave, and funeral leave plans and combines them into a single benefit program. PTO does not replace City observed holidays, jury duty, military leave, or court leave. PTO can be used for any reason, subject to existing request and approval procedures. As with all paid time off programs, the City needs to ensure that service to the public and work requirements are not adversely impacted.

#### **Eligibility**

Full-time employees.

Part-time employees who work at least 20 hours per week on a regular basis will accrue PTO on a prorated basis.

Part-time employees who work less than 20 hours per week on a regular basis, temporary and seasonal employees will not earn or accrue PTO.

**Earnings and Use**

After six months of service, PTO may be used as it is earned, subject to approval by the employee's supervisor. PTO will not accrue during unpaid leaves.

Each eligible employee will earn PTO per the schedule below:

<u>Years of Service</u>	<u>Accrual Rate for each hour scheduled</u>	<u>Full- Time (40 hrs./week) Equivalent</u>
1 year	0.0654	17 days
2-7 years	0.0846	22 days
8-15 years	0.1038	27 days
15+ years	0.1231	32 days

To Calculate PTO, find your years of service. Take the accrual rate for that number of years and multiple it by the total number of hours you are scheduled for the year.

Example: A full-time employee with 3 years of service, scheduled to work 40 hours/week, receives:  $2080\text{hrs} \times .0846 = 176$  hours of PTO (22 days).

Example: A part-time employee with 3 years of service, scheduled to work 20 hours/week, receives:  $1040\text{ hrs.} \times .0846 = 88$  hours of PTO (11 days)

**PTO Balance**

As of January 1<sup>st</sup> of each year (beginning January 1, 2015), employees may not have a PTO balance in excess of 320 hours.

On December 31<sup>st</sup> of each year, PTO hours in excess of 320 hours, up to a maximum of 50% of the annual accrual rate, will be eligible for conversion to cash at 75% of the employee's regular hourly rate. Regular rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments or any other additions to regular pay. Any additional hours in excess of 320 hours will be lost as of January 1<sup>st</sup> of each year.

Employees leaving employment with the City in good standing will receive 100% of their PTO (up to 320 hours) as compensation.

**700.03 Current Vacation Balances**

Unused vacation balances shall be converted to PTO on an hour for hour basis.

**700.04 Current Sick Leave Balances: Deferred Sick Leave**

Employees hired prior to January 1, 2014, who have accrued sick leave will retain their current sick leave balance to be used as "deferred sick leave" until the balance is exhausted. Deferred sick leave can be used for any doctor certified extended leave that would have been covered under the previous sick leave policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for more than three (3) consecutive days.

If an employee knows he/she will be out for more than three (3) consecutive days before the absence, he/she will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where he/she knows—in advance—he/she will be out for two (2) weeks, the employee will be able to use hours from the deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within three (3) days, he/she will use PTO. If the medical condition extends beyond the three (3) days, the deferred sick leave bank will be applied retroactively and any PTO used will be restored to the employee's annual leave balance. Once the deferred sick leave bank is exhausted, employees will use PTO for all absences

covered by the PTO program. Any deferred sick leave balance remaining when an employee leaves the City in good standing will be paid out at 20% of the regular wage earned as of December 31<sup>st</sup>, 2013.

- 700.05 Longevity Pay.** Full-time employees will receive an added 2% payment based on their current bi-weekly salary at the completion of 5 years, 10 years, 15 years, and 20 years of continuous service.
- 700.06 Group Insurance.** Provisions for group insurance as authorized and set out in Minnesota Statutes §471.61 may be made for full-time employees of the City by resolution or motion of the Council. The Council may by motion or resolution set the amount of city participation in the payment of any premiums.
- 700.07 Retirement Benefits.** Eligibility for retirement benefits shall be determined by P.E.R.A., in accordance with Minnesota Statute §353.
- 700.08 Employee Recognition.** An Employee who has been employed by the City for a continuous length of service shall be recognized by the Council, for his/her years of service to the City on their five-year, ten-year, fifteen-year, and twenty-year anniversary of that employee's hire date. Recognition shall be in the form of a Certificate of Achievement and a gift certificate in the amount double to the years of service. Additional recognition shall be at the discretion of the Council.
- 700.09 Workers Compensation Act.**
- Sub. 1 Coverage Extended.** Pursuant to Minnesota Statutes §176.011 Sub. 9, the elected officials of the City and those municipal officers appointed for a regular term of office or to complete an unexpired portion of a regular term are hereby included in the coverage of the Minnesota Workers' Compensation Act.
- Sub. 2 Total Compensation.** Any compensation paid to the employee under workers' compensation insurance must be reported to the Department Head. Employees may use paid leave time in addition to receiving workers' compensation but in no case will total compensation exceed the full pay, which the employee would normally receive for the period at the regular rate of pay.
- Sub. 3 Reporting an Injury.** If an employee sustains a life threatening injury, the employee should be transported to the nearest emergency facility.
1. If injured at work, the employee should notify his/her supervisor as soon as possible.
  2. The supervisor will seek appropriate medical attention if needed.
  3. The supervisor will complete the proper submission of workers' compensation claim paperwork.

## **SECTION 800 – LEAVE OF ABSENCES**

- 800.01 General.** Employees may request a leave of absence from the employment of the City under certain situations. Such leaves must be pre-approved by the Council and must be requested in writing on a form approved by the City. The Council may grant a leave of absence, with or without pay, taking into consideration the length of service and job performance of the employee and the general good of the municipal service.
- 800.02 Military Leave.** Every employee to whom Minnesota Statutes §192.26 or §192.261 applies is entitled to the benefits afforded by those sections subject to the conditions prescribed in this Section.

**800.03 Court Leave.** When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his or her regular pay and the amount received as a juror or witness. While on such leave, an employee will continue to accrue the benefits to which he is regularly entitled.

**800.04 Family and Medical Leave.**

**Sub. 1 General.** The City provides personal unpaid leave for certain family and medical reasons which fall under the Family and Medical Leave Act of 1993. The City will not interfere with, restrain, or deny the exercise of any employee's right to family care and/or medical leave.

**Sub. 2 Use Requirements.** Unpaid family / medical leave is granted for any of the following reasons:

- ◆ to care for the employee's child after birth, or placement with the employee of a child for adoption or foster care;
- ◆ to care for the employee's spouse, child, or parent who has a serious health condition; or
- ◆ care for themselves during a serious health condition that makes the employee unable to perform their job.

**Sub. 3 Substitution of Paid Leave for Family Care and Medical Leave.** Employees can, but are not required to use any accrued PTO as part of any family care or medical leave. Employees are required to use any deferred sick pay for medical leaves. The use of PTO or deferred sick pay does not extend the maximum length of the leave.

**Sub. 4 Amount of Leave.** Upon pre-approval by the Council an employee is entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for the reasons set forth above. The twelve (12) month period is measured forward from the date of the employee's first day of leave. Leaves to care for a new child must be concluded within twelve (12) months of the birth, adoption or placement of the child with the employee.

For leaves due to the serious health condition of the employee, child, parent or spouse, the leave may be taken intermittently, or under a reduced leave schedule when medically necessary. The medical necessity of intermittent or reduced leave must be established by a medical certification issued by a health care provider. For leaves to care for a new child the leave must be taken in increments of no smaller than two (2) weeks.

**Sub. 5 Advance Notice and Medical Certification Required.** The employee should give as much advance written notice of the request for a leave as is possible. For foreseeable events, the employee should give at least thirty (30) days written advance notice. The notice must specify the reason for the leave, as well as a starting date and an expected return date.

For leaves due to the serious health condition of the employee, child, parent or spouse, the period of disability must be supported by a medical certification issued by a health care provider. The certification must be provided within fifteen (15) calendar days after the leave is first requested. If an employee fails to provide the medical certification in a timely manner, the City may deny the leave until the certification is submitted. The City also reserves the right to require a second medical opinion for leave requests and leave extensions.

The employee should make a reasonable effort to schedule the leave so as to minimize disruption to the City's operations.

**Sub. 6 Pay and Benefits during Leave.** Except for the use of PTO, the family care and medical leaves of absence are unpaid.

Health insurance will be continued for eligible employees on family or medical leave. The City and the employee will pay their respective portions of the regular monthly premium to the same extent paid prior to taking leave. If the leave exceeds the maximums set forth above, the City will no longer pay its portion of the premium. If coverage is requested to continue at that time, the employee will be expected to pay the entire monthly premiums for health insurance in order to continue coverage.

An employee who fails to return to work after the expiration of the leave may be required to reimburse the City for its share of the premiums paid during the leave, unless the employee is unable because of a serious health condition or other circumstances beyond the employee's control.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee will be considered to be on an unauthorized leave of absence and will be subject to the provisions of Section 1600 of this policy.

**Sub. 7 Reinstatement.** Employees returning from family care or medical leave by the end of the approved leave will be reinstated to the same position and at the same rate of pay. For a leave due to an employee's own serious health condition, the City reserves the right to require the employee to submit a medical certification that the employee is able to return to work.

**800.05 Personal Leave.** Employees who are faced with a severe personal problem (which does not fall under the Family Medical Leave Act) may request an unpaid leave of absence not to exceed ninety (90) days, at which time another written request may be submitted by the employee. Employees are not permitted to engage in other employment while on a personal leave. No PTO, holiday or insurance benefits accrue during leave without pay.

#### **SECTION 900 - EMPLOYEE TRAINING/TRAVEL**

**900.01 Training.** Employees are encouraged to take advantage of training opportunities to help them improve the performance of their present work assignments and to prepare them for future assignments. This may include seminars, lectures, or workshops. Cost, staffing issues, need, benefit to the City, and the Department Head and/or the Council in approving requests or assigning training will consider other appropriate issues. Time to attend required training will normally be paid time. Pre-approval by the City Administrator is mandatory.

**900.02 Reimbursement.** Advance payment may be authorized for conference registration fees. Once paid, employees may be held responsible for those fees if the employee later chooses not to attend.

**Sub. 1 Use of Personal Vehicles.** City employees using their personal vehicles for official City business shall be reimbursed at the federal rate. Other expenses eligible for reimbursement must be submitted to the City Administrator with the appropriate receipt or documentation.

**Sub. 2 Meals.** City employees who are out of town for seminars, conventions, or training shall be reimbursed for breakfast, lunch, and/or dinner.

**900.03 Additional Education.** The City may assist an employee with tuition for course work at accredited institutions, which improves work performance or gives preparation for future assignments. The City shall reimburse the employee for the cost of the course upon successful completion. The employee is responsible for meals and mileage, and will not be paid for the hours of coursework. Pre-approval by the Council is mandatory.

**SECTION 1000 - CITY EMPLOYEES WHO  
ARE ALSO VOLUNTEER FIRE FIGHTERS/EMT'S**

**1000.01 Discretion to Answer Calls.** City employees who are also members of a local fire department or ambulance service shall have the right to decide for themselves whether or not they should respond to a call while on the job as a City employee. If they believe the call is not potentially life threatening, they are expected to remain on the job. If the employee/fire fighter believes the call is life-threatening and his/her absence from work will not place the City or fellow workers in jeopardy, the employee is encouraged to respond. The decision rests with the individual employee, based on the information at the employee's disposal at the time.

**1000.02 Payment of Wages.** The City employee who is a member of the Houston Fire & EMS Rescue Department shall have no reduction of wages for the actual time spent responding to an emergency call. The City employee who is a member of another local fire department or ambulance service shall not be entitled to the hourly wages paid by the City of Houston for the actual time responding to an emergency call.

**SECTION 1100 - SEXUAL HARASSMENT**

**1100.01 Sexual Harassment Guidelines.** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct of a sexual nature constitute harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
4. the conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Other behavior, whether subtle, overt, or otherwise, which constitutes sexual harassment includes, but is not limited to:

1. verbal harassment (epithets, derogatory remarks, or slurs);
2. physical harassment (gestures, assault, impeding or blocking movement, or any physical interference with normal work or movement);
3. visual forms of harassment (derogatory posters, letters, poems, graffiti, cartoons, or drawings); and
4. request for sexual favors or unwanted sexual advances.

**1100.02 Need for Written Reports.** Conduct that might be interpreted as sexual harassment can be perceived differently among employees. Anytime an employee feels that he or she is being subjected to sexual harassment in any form, or who believes he or she has witnessed sexual harassment in any form, he or she must bring this to the attention of

the City. In order for the City to deal with the problem, employees must report, in writing, such offensive conduct or situation to their Department Head or City Council. All Department Heads are required to immediately report any allegations to the City Council in writing.

**1100.03 Procedures.** All employees are expected to cooperate with investigations. If an employee refuses to cooperate with the investigation, he or she may be subject to disciplinary action.

Written complaints submitted to the City will be promptly investigated and resolved. Every attempt will be made to maintain the employee's confidentiality and provide protection against retaliation. A record of the complaint and the findings will become a part of the complaint investigation record and the file will be maintained separately from the employee's personnel file.

If the facts support the allegations, the perpetrator of the sexual harassment will be subject to appropriate disciplinary action, up to and including discharge. Any employee found to have made a false complaint or found to have given knowingly false information during an investigation of such a complaint might also be subject to disciplinary action.

## **SECTION 1200 - DRUG-FREE WORKPLACE**

**1200.01 General.** The use of alcohol / intoxicating beverages or of drugs which change the normal functioning of the central nervous system may seriously affect an employee's performance. They may also endanger the employee's health and safety as well as the safety of other employees and the public. It is therefore appropriate that guidelines be established for the control of alcohol and drugs as they pertain to the employee and the employee's job with the City.

The City has established a policy on drugs and alcohol with drug and alcohol testing provisions as mandated by the Omnibus Transportation Employee Testing Act of 1991.

### **Sub. 1 Alcohol / Intoxicating Beverages**

1. An employee who is intoxicated may not work or report to work.
2. Alcohol / intoxicating beverages should not be consumed on City premises or anywhere during work hours, rest breaks, lunches or other meals if the employee is to work thereafter on the same work day.

### **Sub. 2 Drugs.**

1. The City will use Minnesota State Statute §152.02 as a guide for prohibiting controlled substances and is hereby adopted by reference (see Appendix H).
2. Psychoactive drugs should not be taken by any employee at any time during the employee's working hours (including meal periods and other breaks) nor should an employee be permitted to work while under the influence of psychoactive drugs unless the drug is being used strictly as prescribed by a licensed physician. Where the use of a prescribed psychoactive drug interferes with the employee's performance or presents a health or safety hazard, the employee should be taken off that job or, with the concurrence of the prescribing physician, changed to an alternate drug.
3. Unless a psychoactive drug is taken strictly as prescribed by a licensed physician, it may not be kept or taken on City premises, including parking lots, or in any City vehicle or any vehicle being used for City business.

4. An employee who is under the influence of a psychoactive drug which was not prescribed for the employee by a licensed physician or which is not being taken strictly as prescribed may not work or report for work nor should any person who is under the influence of such a drug be permitted on City premises or in a vehicle being used for City business.

## **SECTION 1300 – EMPLOYEE CODE OF CONDUCT**

The City of Houston believes that proper operation of government requires that employees be independent, impartial and responsible to the people; that government decisions and policies be made in the proper channels of governmental structure; that public employment not be used for personal gain; and that the public have confidence in the integrity of its government. Accordingly, it is the purpose of this policy to establish ethical standards of conduct for all employees of the City and to set forth those acts, which are incompatible with such standards in matters affecting the City, and to provide effective means for enforcement thereof. This policy is not to be construed so as to impair the ability of employees to participate in ceremonial representational or informational functions pursuant of their official duties.

This policy shall be liberally construed in favor of protecting the public interests by a full disclosure of conflicts of interest and a promotion of ethical standards of conduct for City employees.

- 1300.01 Confidential Information.** No employee shall use any confidential City information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.
- 1300.02 Customer Service.** It is important that the City provide excellent service to its residents, while showing the utmost courtesy. There may be times when this is difficult. Nevertheless, there is rarely an excuse for discourtesy to anyone. If an employee believes that he/she has been subject to verbal abuse, the altercation should be reported immediately to his/her supervisor or to the Council Liaisons for investigation to avoid further problems. The show of abuse or discourtesy to a resident or any member of the public reflects upon the City and is unacceptable.
- 1300.03 False Statements.** A person may not knowingly make any false statement, certificate, mark, rating or report in regard to any application, test, certificate or appointment held or made under the city personnel system or in any manner commit any fraud preventing the impartial execution of the provisions of this policy.
- 1300.04 Outside Employment.** The City discourages its full-time employees from additional employment outside of such employee's job with the City. In any event, any employee's outside work must not interfere with the employee's efficient and faithful performance of his or her duties as an employee of the City. Any outside employment must not be conducted during working hours or with City equipment or vehicles. There shall be no Workmen's Compensation paid by the City to any individual injured in the course of outside Employment.
- 1300.05 Payments.** A person seeking employment with or promotion in the municipal service may not directly or indirectly give, render or pay any money, service or other valuable consideration to any person or on account of or in connection with a test, appointment or promotion or proposed appointment or promotion.
- 1300.06 Political Activity.** ~~In the interest of promoting efficiency and preserving political neutrality in the conduct of municipal business, employees are prohibited from engaging in political activity while on city time or while discharging City responsibilities. Employees covered by the Federal Hatch Act are subject to the limitations specified~~

~~therein.~~

City employees have the right to express their views and to pursue legitimate involvement in the political system outside of work time. Any employee who becomes a candidate for federal, state or municipal elective office, or assumes a federal, state, or municipal elective office, is expected to properly fulfill their normal duties during such candidacy and while holding such office and may be disciplined for failure to do so. An employee holding such office will be permitted time off from regular employment to attend meetings required by reason of the public office. Such time off may be without pay, by using appropriate paid leave, or made up with other hours, as agreed between the employee and the department head.

Any employee whose principal employment in the city is in connection with an activity which is funded in whole or in part by the United States or a federal agency is also subject to the restrictions and penalties of the Federal Hatch Act (5 U.S.C. § 1501-1508). Political activity should not impair objectivity or the perception of objectivity in carrying out city work.

City employees cannot use their official authority or influence through their employment with the city to compel a person to apply for membership in or become a member of a political organization, or to compel a person to pay or promise to pay a political contribution, or to compel a person to take part in political activity. While at work, city employees must be politically neutral in the performance of their job duties and cannot engage in political activity while at work, on city property, or by using city resources (such as city branded clothing or uniforms, photos, ID badges, nametags, or using the city's email system or technology). Furthermore, employees should not use their city job title in conjunction with any political work or endorsements.

**1300.07 Reasonable Response Time for Critical Employees.** Snowplow operators must live within such a distance from the Public Works garage that will allow them to respond to a snow emergency call within a reasonable response time. A reasonable response time for snow emergency calls shall be thirty (30) minutes under normal daytime driving conditions.

**1300.08 Smoking.** ~~The Minnesota Clean Indoor Air Act governs smoking within City buildings, offices, vehicles, and work sites. There will be no smoking in these areas. Employees may smoke only during rest periods and lunch breaks, and must do so out of doors. Smoking in unapproved areas may result in disciplinary action.~~

The city of Houston observes and supports the Minnesota Clean Indoor Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or "vaping" with e-cigarettes is prohibited while in a city facility or vehicle.

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees 21 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

**1300.09 Spending Limits.** Department Heads shall not expend department budgeted funds in excess of the amount specified by Council Resolution when purchasing or ordering supplies, repairs or new equipment which is necessary in order to carry on City business without prior approval of the Council.

**1300.10 Telephone Calls.** ~~The City discourages personal telephone calls during working hours, except in cases of emergency. If a call is necessary, limit it to five (5) minutes. No personal long distance or toll calls are to be charged to the City's phone.~~

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

**1300.11 Uniforms.**

- a. The Public Works Department shall daily wear uniforms consisting of shirts or jackets, which adequately display the employee's name and the "City of Houston". The cost of the uniforms shall be paid by the City, and are to be worn during the work hours only. Employees found to be abusing this policy may be subject to disciplinary action.
- b. The Administrative Department shall display the employee's name and the "City of Houston" by wearing a uniform shirt or badge. Employees found to be abusing this policy may be subject to disciplinary action.

**SECTION 1400 – E-MAIL AND INTERNET USAGE**

**1400.01 General.** The City encourages acceptable use of electronic mail and Internet services when it is suitable for business purposes, supports the goals and objectives of the City, and is consistent with the employee's job responsibilities. While incidental and occasional personal use of the Service is permitted, provided such use is limited to lawful, non-prohibited purposes, the product of such use, including e-mails, is considered public data under the Data Practices Act, and as such, belongs to the City.

**1400.02 Controlled and Prohibited Activities.** The City has the right at all times to appropriately monitor all electronic information. No advance notification or consent is required to the employee prior to such appropriate monitoring. The City reserves the right to reveal information transmitted or received using the Services to individuals with a bona fide need-to-know, including law enforcement agents and other authorized parties. Employees found to be abusing this policy may be subject to disciplinary action. Employees assume personal liability for any and all violations committed while using the Services.

Services shall not be used for:

- ◆ Illegal activities
- ◆ Harassment of other users
- ◆ Advancement of individual views
- ◆ Accessing or distributing threatening or obscene material
- ◆ The intentional spread of computer viruses or other destructive information
- ◆ Malicious service disruption
- ◆ Unauthorized attempts to break into any computer system or use resources
- ◆ Unauthorized use or retrieval or distribution of copyrighted material
- ◆ Creation of unauthorized web pages or information sites
- ◆ The generation or circulation of any form of "chain letter" or other nonprofessional communication

- ◆ Private financial gain, including completion or negotiation of stock or personal business transactions
- ◆ Use of pseudonyms to disguise the identity of the Employee

### **SECTION 1500 – CREDIT CARDS**

**1500.01 Use Requirements.** The City allows acceptable use of certain accounts and credit cards issued in the name of the City when purchasing or ordering supplies, repairs or new equipment which is necessary in order to carry on City business. Those cards currently used by the City include:

- ◆ City Visa
- ◆ Menards – account only

Employees shall sign the original purchase receipt and submit it to the Administrator-Treasurer as soon as possible after the purchase. Any employee found to be abusing this policy may be subject to disciplinary action, including personal liability for the expenses charged to the credit card.

### **SECTION 1600 - GRIEVANCE**

**1600.01 General.** It is the policy of the City insofar as possible, to prevent the occurrence of grievances and to deal promptly with those, which do occur. An Employee grievance must be submitted in writing to his or her Department Head whenever possible. The Department Head will discuss all relevant circumstances with the employee and his or her representative if present, consider and examine the causes of the grievance and attempt to resolve it to the extent that the Department Head is authorized to do so. If the grievance is not dealt with satisfactorily at that level, the grievance may be submitted in writing to the Council. If the grievance is between the employee and the Department Head, the employee may submit his or her grievance in writing directly to the Council.

The grievance of a Department Head must be submitted in writing directly to the Council. The Council will evaluate each grievance on its own merits, and notify the employee with its resolution determination.

### **SECTION 1700 - DISCIPLINE**

**1700.01 General.** City employees are subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of any work rules adopted by the Council. The City reserves the right to make decisions with respect to discipline, including discharge, involving all employees covered by this policy. The Council will determine whether sufficient grounds exist for discipline, including discharge.

**1700.02 Cause for Disciplinary Action.** If, in the City Council's judgment the circumstances warrant disciplinary action, it may be made on the following grounds:

- A. Unauthorized possession and/or use of City property.
- B. Refusal to obey an order or to do assigned work.
- C. Unauthorized absence.
- D. Tardiness after warning.
- E. Consuming or being under the influence of alcohol or unlawful drugs while on duty.
- F. Incompetence to perform work duties.
- G. Violation of City's personnel policy.

- H. Offensive or disrespectful conduct or language toward public, or in public, or toward City officials, supervisors, or other employees.
- I. Falsification of personnel records, time reports, or other City records or reports.
- J. Violation of applicable law in any respect.

The above examples are intended to serve only as examples and are not the exclusive grounds for which the City Council may discipline an employee. The City Council reserves the right to decide other conduct, which may also be considered grounds for dismissal or other discipline.

**1700.03 Process.** The City will use progressive discipline with all employees. The City retains full authority to take any other disciplinary action it deems appropriate. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. The process is as follows:

**Sub. 1 Warning.** Oral warnings should be given for first infractions to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. There shall be a written record of any such oral reprimand, which shall be placed in the employee's personnel file.

**Sub. 2 Written Warning.** There may be times when the first infraction is so serious that an oral warning may be insufficient. A written warning shall state the reason for the warning along with a description of the events/problems that led to the warning. It shall describe action to be taken by the employee to correct the problem. It will indicate further disciplinary action that could result if the problem continues or if related problems occur. A copy of the document shall be placed in the employee's personnel file.

**Sub. 3 Suspension With or Without Pay.** The employee will be notified in writing of the reason for the suspension. Upon the employee's return to work, the employee will be given a written statement outlining further disciplinary action possible if the problem continues or reoccurs. A copy of the written document shall be placed in the employee's personnel file.

An employee may be suspended pending an investigation of an allegation. If the allegation is proven false after the investigation, the relevant written documents will be removed from the personnel file and the employee will receive any compensation to which he/she would have been entitled had the suspension not taken place.

**Sub. 4. Involuntary Demotion.** Discipline may include demotion.

**1700.04 Hearing.** In any case of suspension or demotion, the employee will be granted a hearing before the Council if the employee submits a written request within five (5) working days of the notification of the action taken. A hearing will be held at a time determined by the Council. If the disciplinary action involves the removal of a veteran, the hearing will be held in accordance with Minnesota Statutes §197.46.

## **SECTION 1800 - TERMINATION**

**1800.01 General.** Any employee may be discharged by the City Council for just cause. Violations under Section 1700.02 may be considered just cause to discharge an employee.

Pursuant to Minnesota Statute §181.933, an employee who has been involuntarily terminated may, within five (5) working days following such termination, request in writing that the employer inform the employee of the reason for the termination. An

employer shall inform the terminated employee in writing of the truthful reason for termination within five (5) working days following receipt of such request.

- 1800.02 Promoted Employees.** An employee who is promoted from another position with the City ("former position") to a new position ("new position"), and who is subsequently removed without cause from the position prior to completion of the six-month probationary period for the new position, shall have the right to return to his or her former position provided that the employee chooses to do so within the probationary period.
- 1800.03 Probationary Employee.** The Council may terminate a probationary employee anytime during the probationary period with or without recommendation of the Department Head, and with or without cause. The employee so terminated will be notified in writing of the termination. A probationary employee is also subject to termination without cause if another employee, who was promoted from a former position with the City (and was not probationary at the time), decided to return to his or her former job within the said employee's six (6) months probationary period in the new position. The employee hired to replace the promoted employee shall be terminated if necessary to allow the promoted employee to return to his or her former position.
- 1800.04 Terminal Leave Benefits.** Non-promotional probationary employees will not be eligible for terminal leave benefits.
- 1800.05 Leaving the City.** Employees are expected to return all City-furnished uniforms, tools, equipment, including keys, credit cards, and cell phones. If not returned, the employee shall pay to the City the costs of these properties at the time of termination.

No employee shall deprive the City or its agencies of their original files. All original work products generated or obtained by a City employee on City time shall be the property of the City of Houston and shall remain so after an employee leaves City employment.

A forwarding address and telephone number are requested in the event it is necessary to contact a former employee and for forwarding year-end tax information.

## **SECTION 1900 – RESIGNATION/LAY OFF**

- 1900.01 Non-Department Head Employees.** Any employee wishing to leave the municipal service in good standing must file with the Department Head, at least ten (10) working days before leaving, a written resignation stating the effective date of the resignation. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. The Council may waive the ten (10) day notice requirement.
- 1900.02 Department Head Employees.** Any Department Head wishing to leave the municipal service in good standing must file with the Council, at least twenty (20) working days before leaving, a written resignation stating the effective date of the resignation. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. The Council may waive the twenty (20) day notice requirement.
- 1900.03 Exit Interview.** The City Council reserves the right to require an exit interview with any employee in order for that employee to leave the municipal service in good standing.
- 1900.04 Unauthorized Absence.** The Council as a resignation without terminal leave benefits may consider unauthorized absence from work for a period of three working days within a thirty-day period. At the Council's discretion, the employee may be asked to provide an

explanation for any unauthorized absence and the Council may elect either to permit the employee to return to work or terminate the employee.

**1900.05 Lay-offs.** After at least two (2) weeks' notice to the employee, the Council may lay off an employee whenever such action is necessary because of shortage of work or funds, the abolition of a position, or changes in organization. No employee or probationary employee may be laid off while there is a temporary employee in the same class of position for which the employee or probationary employee is qualified, eligible and available.

Mayor Scott Wallace called the City Council meeting to order at 6:00 p.m. January 12, 2026, with the Pledge of Allegiance. Council present: Mayor Scott Wallace, Zeb Baumann, Emily Krage, and Danny Todd. Staff present: Curtis Chapel, Josh Hongerholt, Brett Hurley, and Michelle Quinn. A list of public members present is on file.

**Public Comment:** Hearing no public comment, the Mayor moved to the business before the council.

**Matt Mohs Westgate Drive LRIP Update:** The application for City of Houston has been submitted. Engineer Mohs reported 233 applications requesting \$280 million were submitted for LRIP funding. Seventy-four applications were from non-state aid eligible projects of which the Westgate Drive application is. Twenty-four applications were from MN Dot District 6. He reminded everyone present; the grant is competitive and only \$47 million is available. Award notices are expected in March.

**Lead Service Line (LSL) Replacement Project Update:** Application was submitted to PFA for LSL Replacement funding. City of Houston applied for \$700,000 and was awarded \$525,000 which was based on a formula utilizing the number of known service lines requiring replacement. There are a small number of service lines with unknown/unverified service line material, in the event bids for the LSL Replacement come in below the award amount, it may be possible to utilize remaining balance for further investigation. If all funds are exhausted, another application for funding could be submitted once more information is known. Discussion was held. It was noted there are no curb stops adjacent to Cedar Street.

**CSAH 13/Spruce Street Coop Project Update:** Project Manager Derek Olinger provided a written updated related to the CSAH 13/Spruce Street Project. Bolton & Menk continue to coordinate with Houston County staff, plans have been submitted to MN Dot District 6 for review, and once the review is complete, the project will go out for bid. Bid timeline and construction schedule will follow.

**Lead Service Line Replacement Project Work Order #1:** Engineer Mohs explained the process to complete the LSL Replacement Project now that funds have been awarded. Plans need to be submitted by the end of March. Following plan approval, the project will need to go out for bid. It is anticipated bidding will take place in late summer with a construction goal of mid-late fall. State funding does slow the timeline as a result of use requirements. Surface restoration will need to be given special attention if cold sets in prior to project completion. This project is anticipated to include zero city cost. The nature of the funding is reimbursable, meaning the city will be required to cash flow it and submit eligible expenses for reimbursement. It was noted that the city has adequate cash reserves to be able to cash flow the project. Motion by Krage, seconded by Todd to approve Work Order No. 1 for the 2026 Lead Service Line (LSL) Replacement Project for an amount not to exceed \$28,500. Motion carried unanimously.

**Variance 310 South Sherman Street:** On the recommendation of the Planning Board, motion by Todd, seconded by Baumann to approve the variance of 9 feet to meet the 30-foot required front setback to construct a secure entry on the existing Houston Elementary School Building and to adopt the following resolution. Motion carried unanimously.

RESOLUTION NO. 2026-01  
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.

**Community Center Renovations:** Agenda item not discussed as quotes were not received.

**Gambling Permit:** Motion by Krage, seconded by Baumann to approve a gambling permit with no waiting period for Sheldon Valley Sportsman's Association for an event to be hosted at the Houston Community Center on March 28, 2026. Motion carried unanimously.

**Office of Emergency Medical Services Funding:** Motion by Krage, seconded by Todd to adopt the following related to awarded funding. Motion carried unanimously.

#### **RESOLUTION NO. 2026-02**

##### **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.

**Ambulance On-call Reimbursement Rates:** Motion by Todd, seconded by Baumann to approve increasing the ambulance on-call weekday pay to \$4.00/hour and weekend to \$4.50/hour effective January 1, 2026. Motion carried unanimously.

**Ambulance EMT Notice if Retirement/Resignation:** Tom Hill submitted his intent to retire effective this past January 1, 2026. Motion by Krage, seconded by Baumann to accept his notice and thank him for 20 years of dedicated service to the community. Motion carried unanimously.

**Audit Service Letter of Understanding:** Motion by Baumann, seconded by Krage, to accept the CohnReznick fka Smith Schafer audit terms as presented and authorize the appropriate signature on the letter of understanding. Motion carried unanimously.

**Appointments:** Motion by Todd, seconded by Baumann to approve the committee appointments as discussed. Motion carried unanimously.

**Official Newspaper:** Quinn reported on bids received from two area newspapers. Discussion was held. Motion by Todd, seconded by Baumann to designate the Fillmore County Journal as the official newspaper and to accept their bid for display ads, financial statements, and legal notices along with other bids provided for display ads. Motion carried unanimously.

**Official Depository:** Motion by Krage, seconded by Todd to designate Rushford State Bank as the official depository, update the account powers, and adopt the following resolution. Motion carried unanimously.

#### **RESOLUTION 2026-03**

##### **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.

#### **Personnel Items:**

**Police Officer:** Police Chief Hurley reported Officer Chapel has completed his six-month probationary period. They have met to discuss Officer Chapel's performance, and growth during that period and also future goals. It was noted that both the Chief and Councilmembers have received positive and favorable feedback from the public regarding Officer Chapel. On the recommendation of Police Chief Hurley, motion by Todd, seconded by Baumann to approve a change in status for Curtis Chapel from probationary to regular effective January 1, 2026, being his 6-month anniversary date and to approve the increase to Step 2 on the Police Officer wage scale. Motion carried unanimously.

**Seasonal/Summer 2026 Positions:** Only one application has been received for the following positions since they were posted. Summer Recreation Director, Public Works/Seasonal Maintenance, and Flower Care Attendant. Each of the applications was from an individual who has served in the respective position for a minimum of the previous two seasons. Motion by Baumann, seconded by Krage to extend offers of employment to the following: Katie Tostenson as Summer Recreation Director at the same total rate as 2025. Daniel Gavin as seasonal maintenance person at the same rate as 2025 on an as needed basis not to exceed 185 days from first assignment to last, and Les Roesner as Flower Care

Attendant at the same rate as 2025 to be paid two hours per day, seven days a week from Memorial Day through Labor Day. Motion carried unanimously.

**Accept 2025 Donations:** Motion by Baumann, seconded by Krage to adopt the following resolution accepting 2024 donations. Motion carried unanimously.

#### RESOLUTION 2026-04

#### 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.

**2026 Appropriation:** Motion by Krage, seconded by Baumann to adopt the following resolution. Motion carried unanimously.

**RESOLUTION 2026-05**  
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 2025 as appropriate from the City General Fund:

<u>ORGANIZATION</u>	<u>2025 BUDGET</u>
Houston Chamber of Commerce (Maximum)	\$3,000.00
LMC (League of Minnesota Cities)	\$1,400.00 (Est)
MAOSC (Minnesota Association of Small Cities)	\$568.65
Root River Trail Towns	\$300.00
SEMLM (Southeastern Minnesota League of Municipalities)	\$50.00
SMIF (Southern Minnesota Initiative Foundation)	\$200.00
SMART	\$25
Rails to Trail Conservancy	\$18
Parks and Trails Council	\$35

**Business Health Services and Occupational Health Service Agreements:** Motion by Krage, seconded by Baumann to approve Employee Assistance Program Agreement with an annual fee of \$20 per employee, Occupational Health Service Agreement, and Advanced Rehabilitation, Ergonomics and Assessments between Gundersen Lutheran Administrative Services, Inc., and Houston City of and authorize the necessary signatures. Motion carried unanimously. Agreements expire December 31, 2026.

**Minutes and Bills:** Motion by Krage, seconded by Baumann to approve the minutes of December 8, 2025, regular meeting, and bills as presented. Motion carried unanimously.

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

Library Updates and Information, and circulation statistics  
Correspondence from LMC to Regional Safety Group Members

**Department Head Updates:**

**Police:** Chief Hurley stated he has begun the process of completing various required annual reporting. He reiterated the positive feedback received regarding the work of Officer Chapel from members of the community.

**Public Works:** Public Works Superintendent Hongerholt was pleased to report that the street sweeper has had all after-season repairs and maintenance work completed and has been put in storage until spring. Street Sweeper repaired and stored away, doing house cleaning.

**Adjourn:** Motion by Baumann, seconded by Todd to adjourn the meeting at 6:49 p.m. Motion carried unanimously. The next regular meeting of the Council is scheduled for Monday, February 9, 2026.

By: \_\_\_\_\_  
Scott Wallace, Mayor

Attest: \_\_\_\_\_  
Michelle Quinn, Clerk/Administrator

## **February 2026 Library Report**

### **County Contract:**

The five Houston County libraries are working to determine a method for dividing the county allocation. A tentative agreement has been reached for 2026 that uses 2025 funding levels as a base and distributes the 2026 increase. The increase will be allocated using rural circulation statistics. The goal for this method is to guarantee stability and ensure that none of the libraries has a decrease in funding in the future.

### **MPLAR:**

The annual report is in progress. The final report is due April 1.

### **Building and Grounds:**

- The Friends group has agreed to fund the replacement of two lounge chairs in the YA area. The new chairs have been ordered and are expected to arrive next week.
- Sue Fletcher has offered to serve as the library's gardener for the summer of 2026, and the Friends group has agreed to hire her at a wage to be determined.

### **Collection:**

- Considering alternatives to Ingram, as service quality and delivery speed have been disappointing so far.
- With Selco's new sorting machine scheduled to arrive in mid-February, we are in the process of moving barcodes to the front of items as they are requested.

### **Recent and Ongoing Programs:**

- Builders Club (twice monthly): typically 25+ children attend
- Adult Book Club (monthly): approximately 10 participants
- Elementary "Book Club"/Reading Day: every three weeks with one or two grades participating
- Storytime (weekly): attendance varies
- "Meet a Large Animal Veterinarian" Storytime on January 17: approximately 20 attendees
- Vision Board program on January 17: 6 participants
- Pet Portraits: adult session on January 27 (15 participants); youth/all-ages session on January 29 (17 participants)
- Kids' Book Club launched January 27 with 3 participants at the first meeting

### **Upcoming Programs and Events:**

- Souper Bowl: February 5
- Take Your Child to the Library Day: February 7 (slime storytime and activity stations available all day)
- Friends basket and quilt raffle: February 14
- ECFE at the Library: February 23
- Kids' Book Club: February 23
- Shadow Boxes (funded by the "Get to Know Libraries" grant): February 24
- We are in the early stages of developing a seed library in partnership with the Houston County Master Gardeners and are planning a winter sowing workshop for early March.
- Owl story walk: early March
- The Houston Area Chamber of Commerce will hold their March meeting at the Library on March 16.
- Presentation on Advance Directives with the MN Department on Aging: still happening, date and time is yet to be determined.

Circulation Statistics attached.

Seed library proposal/policy attached.

Houston Public Library Board Meeting Agenda  
Tuesday, December 16, 2025  
6:30 P.M.

Attendance: Lisa, Heather, Zeb, Lee, Beth, Krin, Sarah  
CTO: 6:36 p.m.

1. Agenda approval
  - a. Motion: Lee
  - b. Second: Zeb
  - c. Moved
2. Public Comment
  - a. None
3. Minutes of October Meeting (no meeting was held in November)
  - a. Motion: Zeb
  - b. Second: Lee
  - c. Moved
4. Policy Review
  - a. None
5. Library Report December
  - a. Note: Foundation might be shifting in the building. Shelving needed to be reinforced on an exterior wall. Add to agenda to discuss having the building assessed for any age-related wear and tear.
  - b. Library Report November
  - c. October Stats
  - d. November Stats
  - e. Lisa comment: Thank you to Beth for having a station at Holidazzle!
6. Old Business
  - a. none
7. New Business
  - a. Meeting schedule- Potential Bylaw change
    - i. Every other month is proposed so we can follow a similar schedule and commitment to libraries in our area.
    - ii. Yearly report was a concern. It is due in April, so we would be sure to meet in May
    - iii. Tentative Schedule for 2026:

1/13/26 (first read)	7/14/26
2/10/26 (second read	8/11/26
for approval)	9/8/26
3/10/26	10/13/26
4/14/26	11/10/26
5/12/26	12/8/26
6/9/26	

iv. Bylaws were last revised 2/12/2010 and are due for revisions

8. Adjourn

- a. Motion: Lisa
- b. Second: Sarah
- c. Approved
- d. Meeting adjourned 6:55 p.m.

**Houston Public Library  
2026 Circulation Statistics**

**GENERAL CIRCULATION** (not including ebooks)

	<b>CAL</b>	<b>HOK</b>	<b>HOU</b>	<b>LCR</b>	<b>SG</b>	<b>TOTAL</b>
<b>Jan</b>	1,590	585	2,207	4,554	887	<b>9,823</b>
<b>Feb</b>						
<b>Mar</b>						<b>0</b>
<b>April</b>						<b>0</b>
<b>May</b>						<b>0</b>
<b>June</b>						<b>0</b>
<b>July</b>						<b>0</b>
<b>Aug</b>						<b>0</b>
<b>Sept</b>						<b>0</b>
<b>Oct</b>						<b>0</b>
<b>Nov</b>						<b>0</b>
<b>Dec</b>						<b>0</b>
<b>TOTAL</b>	<b>1,590</b>	<b>585</b>	<b>2,207</b>	<b>4,554</b>	<b>887</b>	<b>9,823</b>
<b>%</b>	<b>16.10%</b>	<b>6.00%</b>	<b>22.50%</b>	<b>46.4%</b>	<b>9.00%</b>	<b>100%</b>

**HOUSTON COUNTY RURAL USAGE**

	<b>CAL</b>	<b>HOK</b>	<b>HOU</b>	<b>LCR</b>	<b>SG</b>	<b>TOTAL</b>
<b>Jan:</b>	521	227	1,218	978	321	<b>3,265</b>
<b>Feb:</b>						<b>0</b>
<b>Mar:</b>						<b>0</b>
<b>April:</b>						<b>0</b>
<b>May:</b>						<b>0</b>
<b>June:</b>						<b>0</b>
<b>July</b>						<b>0</b>
<b>Aug:</b>						<b>0</b>
<b>Sept:</b>						<b>0</b>
<b>Oct:</b>						<b>0</b>
<b>Nov:</b>						<b>0</b>
<b>Dec:</b>						<b>0</b>
<b>TOTAL</b>	<b>521</b>	<b>227</b>	<b>1,218</b>	<b>978</b>	<b>321</b>	<b>3,265</b>
<b>%</b>	<b>16.00%</b>	<b>7.00%</b>	<b>33.30%</b>	<b>29.90%</b>	<b>9.80%</b>	<b>100%</b>

**Overdrive Checkouts**

	<u>Jan</u>	<u>YTD</u>
E-books	136	136
Audiobooks	250	250
Total	386	386

## 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)

*Mary Schreide*

\_\_\_\_\_  
President of SELCO Board of Directors

01-07-2026

\_\_\_\_\_  
Date

County of Houston


*Eric Abner*

\_\_\_\_\_  
County Board of Commissioners, Chair

12/23/2025

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
County Auditor ~~Auditor~~ Coordinator

Date 12/26/25

Caledonia Public Library  
Laura Erickson  
\_\_\_\_\_  
Library Board President

Date 01-08-2026

Hokah Public Library  
Darlene Walsh  
\_\_\_\_\_  
Library Board President

Date 01-13-2026

Houston Public Library  
Krin Abraham  
\_\_\_\_\_  
Library Board President

Date 01-13-2026

LaCrescent Public Library  
Susan Amble  
\_\_\_\_\_  
Library Board President

Date 01-13-2026

Spring Grove Public Library  
Molly Wiste  
\_\_\_\_\_  
Library Board President

Date 01-27-2026



## HOUSTON POLICE DEPARTMENT

Community, Service, Integrity

Brett Hurley, Chief of Police

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**To:** Honorable Mayor & City Council

**Subject:** 2025 Year-End Department Report

The following report is a summary of the activities of the Houston Police Department for the year 2025. Thank you for taking the time to review this report.

As always, should you have any questions, please do not hesitate to reach out to me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brett Hurley".

Brett Hurley  
Chief of Police

2025 YEAR-END REPORT

# HOUSTON POLICE DEPARTMENT



February  
9th, 2026

Authored by: Chief Brett Hurley



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## 2025 YEAR-END DEPARTMENT REPORT

### Houston Police Department

The following report was generated to provide an account of the activity by the Houston Police Department throughout 2025. For additional reference, some reports show various statistics over the past three years.

If there are any questions, please do not hesitate to contact Chief Brett Hurley.

Thank you!



# CALLS FOR SERVICE IN 2025

## Incident Summary by Incident Type

Date Range: 1/1/2025 to 12/31/2025

Incident Type	# of Incidents
911	6
911 Hangup	8
911 Open Line	7
Accident	11
Administrative Icr	50
Alarms	3
Animal Complaint	26
Assaults	1
Assist Other Agency	135
Child	8
Civil Matter	11
Community Policing	29
Damage To Property	5
Death	7
Domestic	4
Extra Patrol	64
Fire	3
Fireworks	2
Foot Patrol	4
Found	7
Fraud	3
Harassment	6
Harassment Restraining Order	3
Information	29
Juvenile	4
Lost	4
Maarc Report	10

Report executed on 1/28/2026

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## Incident Summary by Incident Type

Date Range: 1/1/2025 to 12/31/2025

Medical	6
Missing Person	2
Motor Vehicle Unlock	5
Motorist Assist	5
Noise Complaints	2
Open Door	1
Ordinance Violation	3
Parking Complaint	17
Permits	1
Public Assalt	5
Public Hazard	4
Scams	10
Suspicious	11
Test	2
Theft	4
Traffic Complaint	14
Traffic Stop	53
Trespassing	2
Trouble With Party	13
Vor (vehicle Off Road)	3
Welfare Checks	9
<b>Total: 622</b>	

Total Calls for Service in 2025: **622**

***\*Data generated from LETG***

Total Calls for Service 2024: **856**

Total Calls for Service 2023: **1,271**

Total Calls for Service 2022: **595**

### City Ordinance Violations 2025

- Noise Complaints: **2**
- Ordinance Violation: **3**
- Parking Complaints: **17**
- Animal Complaints: **26**

Total: **48** Calls for Service related to City Ordinance Violations.

### Community Policing Calls for Service 2025

- Community Policing (Public Events, etc.): **29**
- Extra Patrol (House Checks, Radar Patrol [High Area Speed Zones- Officer or Public Reported], Business Checks, School Door Checks, Foot Patrol, etc): **64**
- Motor Vehicle Unlock: **5**
- Motorist Assist: **5**
- Public Assist: **5**
- Public Hazard: **4**

Total: **112** Calls for Service related to Community Policing.

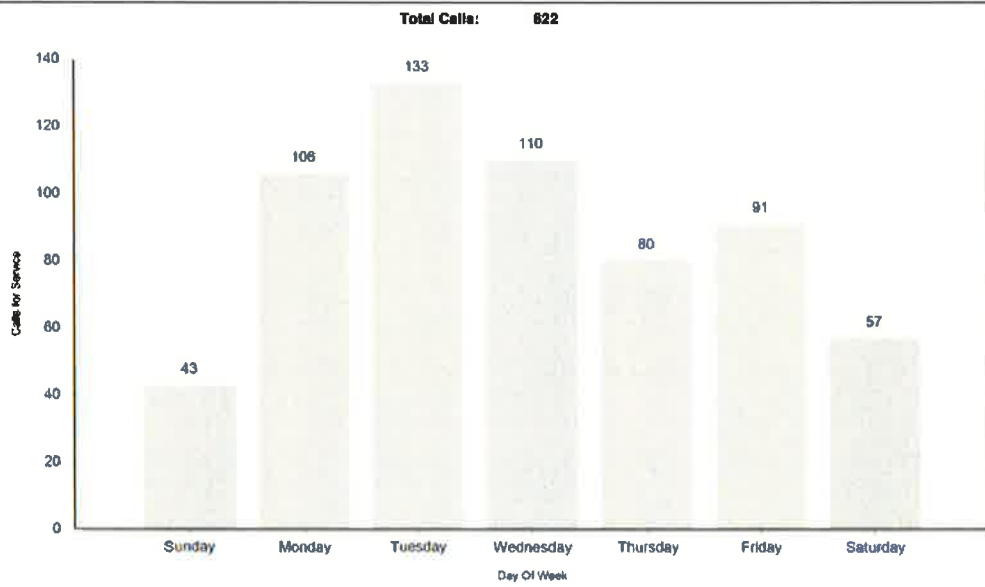
**160** Total Calls for Service related to Community Policing & City Ordinance Violations.

This call volume accounts for approximately **26%** of the total call volume for the Houston Police Department.

## Calls for Service Day Of Week

Start Date: 1/1/2025

End Date: 12/31/2025



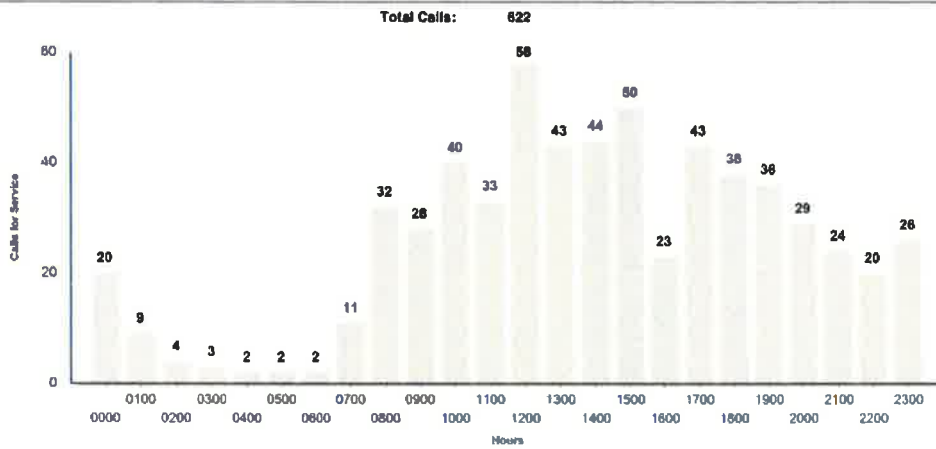
Report executed on 1/28/2026

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*\*Data generated from LETG*

## Calls for Service Hourly

1/1/2025 to 12/31/2025



*\*Data generated from LETG*

## Budget Break-Down

Year	Budget	Actual Amounts	Budget Variance	State Aid/Grants/Revenues	Actual Cost to Department
2022	\$228,160	\$182,376	\$45,784	\$19,658.32	\$162,717.68
2023	\$244,320	\$203,278	\$41,042	\$21,009.90	\$182,268.10
2024	\$245,155	\$213,409	\$31,746	\$24,589.12	\$188,819.88

*\*Data generated from City of Houston Audited Financial Statements*

### **\*2025 Estimated\***

**Budget:** \$250,625

**Actual:** \$188,465.79

**Variance:** \$62,159.21

**State Aid, etc.:** \$22,435.02

**Actual Cost:** \$166,030.77

*\*Data generated from City of Houston Preliminary Financial Statements*

## MEMORANDUM FOR HOUSTON CITY COUNCIL

Council Date: February 9<sup>th</sup>, 2026

Agenda Item: Update

From: Suzie Peterson

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January 2026 has been filled with end of the year reports for the State of Minnesota and Federal Government.

We started our yearly audit with Cohn Reznick in late January. This will be finishing up this month and be presented at the March 9<sup>th</sup> council meeting.

I am still working on old Ambulance billing. I have collected \$20,421.24 of ambulance bills that were left when Expert Billing went out of business.