

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 30, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Robert Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, The Caledonia Argus Associate Editor Kaita Gorsuch, Engineer Brian Pogodzinski, Interim Recorder Michelle Werner, Interim Attorney Suzanne Bublitz, Sheriff Brian Swedberg, Surveyor Eric Schmitt, Coordinator Brent Parker, Deputy Auditor/Treasurer Amy Sylling, Finance Director Carol Lapham, Public Health Supervisor Jordan Knoke, Financial Assistance Supervisor Karen Kohlmeyer, Fiscal Supervisor Heidi Harms, Environmental Services Director Amelia Meiners and Groundbreaking Connections LLC Owner Allison Wagner

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Prior to approving the agenda one amendment was made, changing action items 8 and 9 to be approved by agreement. Motion was made by Commissioner Schuldt, seconded by Commissioner Zehnder, motion unanimously carried to approve the amended agenda.

Motion was made by Commissioner Zehnder, seconded by Commissioner Myhre, motion carried unanimously to approve the meeting minutes from December 23, 2025.

Public Comment:

Surveyor Eric Schmitt wanted to acknowledge the death of former Commissioner Teresa Walter. The Commissioners expressed condolences to the family for their loss.

APPOINTMENTS

None.

CONSENT AGENDA

Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve the consent agenda. Approved items are listed below.

- 1) Consider approving an Exempt Permit for Minnesota Lawful Gambling Application LG220 for Gopher State Sportsman's Club for gambling (raffle) activities to be conducted at Gopher State Sportsman's Club in La Crescent Township with a drawing to be held on Feb 7, 2026, with no waiting period.
- 2) Consider approving the 2024-2025 Biennial Body Worn Camera (BWC) audit.
- 3) Hire Leyton Johnson as a 67-day temporary/casual Drop Site Supervisor, at a pay rate of \$17.50 per hour.
- 4) Appoint Richard Schild to the Houston County Planning & Zoning Commission.
- 5) Appoint David Klinski to the Houston County Board of Adjustment.
- 6) Change the classification status of Brent Parker County Coordinator / HR Director to E82, Step 5 retroactive to 11/25/2025. (Banding change due to banding review after assigned additional County Coordinator duties).

ACTION ITEMS

File No. 1 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve a ZA for Chandler and Olivia Lemke and A&K Development LLC to rezone an area from the Agricultural Protection District to Residential in La Crescent Township.

File No. 2 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to approve Tellurian 2026 POS Contract.

File No. 3 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve Woods Psychological LLC 2026 POS Contract.

File No. 4 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to approve SNAP E & T Contract with Wabasha County.

File No. 5 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve Workforce Development Contract.

File No. 6 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to approve 2026 Semcac MA Transport Contract.

File No. 7 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve La Crosse Glass & Overhead Door quote to replace the existing exterior door with a swing door and push button activated opener, along with the installation an interior sliding door near the stairwell landing to create an interior vestibule. Quote cost was \$16,596.00 + \$17,347.00 for a total of \$33,943.00.

File No. 8 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve County Recorder Michelle Werner’s 2026 annual salary by agreement in the amount of \$86,612.20.

File No. 9 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to approve County Auditor Treasurer Polly Heberlein’s 2026 annual salary by agreement in the amount of \$92,705.60.

File No. 10 – Commissioner Wright moved, Commissioner Myhre seconded, motion unanimously carried to approve County Attorney Suzanne Bublitz’s 2026 annual salary by Resolution 25-51. The Commissioners voted by roll. All Commissioners voted yes. Resolution is below.

RESOLUTION # 25-51

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the County Attorney - Interim effective January 1, 2026:

Suzanne Bublitz	\$147,000.00
County Attorney - Interim	

File No. 11 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to approve County Sheriff Brian Swedberg’s 2026 annual salary by Resolution 25-52. The Commissioners voted by roll. All Commissioners voted yes. Resolution is below.

RESOLUTION 25-52 REGARDING THE HOUSTON COUNTY SHERIFF’S 2026 SALARY

WHEREAS, Brian Swedberg is the Houston County Sheriff, whose 2025 salary is \$141,473.00; and

WHEREAS, the County Board has the duty and responsibility to set the salary of the County Sheriff by resolution on an annual basis after consideration of responsibilities and duties of the office, and the county Sheriff’s experience, qualifications, and performance;

NOW, THEREFORE, the Houston County Board of Commissioners makes following information part of the record:

1. The County Board has reviewed and considered the statutory duties of the County Sheriff and met with Sheriff Swedberg on December 16th, 2025, to discuss his office and duties. In addition, the Board reviewed and considered the seven-page memorandum provided to it by Sheriff Swedberg dated December 16, 2025.

2. Sheriff Swedberg has 34 employees. His employees include deputies, jailers, dispatchers, clerks and administrative assistants.
3. Sheriff Swedberg was a peace officer for 23 years prior to becoming Sheriff. This is his first term as Sheriff. He was a corrections officer prior to becoming a deputy.
4. Sheriff Swedberg has associates degree in law enforcement and has a P.O.S.T. license, which is required to work as a peace officer.
5. The County Board considered the comparison salary data provided by the County Coordinator.
6. The Board considered the performance of Sheriff Swedberg and his office, including how they have interacted with other departments.
7. The County Board offered Sheriff Swedberg the opportunity to provide information in writing and met with him to discuss his salary. The Board considered his information and all other information available to it.
8. All of the data provided for consideration by the County Coordinator are incorporated into the record and have been reviewed and considered by the Board.
9. The County Board considered that Sheriff Swedberg has made a request for a salary increase of \$150,038.96 for 2026.

NOW, THEREFORE, based upon review and consideration of the duties and responsibilities of the position of Houston County Sheriff; his experience, qualifications, and performance; the materials gathered and considered by the Board; and the discussions with the County Sheriff, the Houston County Board of Commissioners resolve as follows:

1. The Houston County Sheriff's salary for 2026 shall be increased from \$141,473.00 to \$147,000.00.
2. The Personnel Office is authorized and directed to make the changes to the County Sheriff's salary, effective January 1, 2026, consistent with its standard operating procedures for Houston County.

File No. 12 – Commissioner Schuldt moved, Commissioner Myhre seconded, motion carried four to one to approve County Commissioner's 2026 annual salary by Resolution 25-53. The Commissioners voted by roll. Commissioners Wright, Zehnder, Schuldt and Myhre voted yes. Commissioner Johnson voted no. Resolution is below.

RESOLUTION # 25-53

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the annual salary as indicated below for the Houston County Board of Commissioners effective January 1, 2026:

Ward 1 – Cindy Wright	\$23,000.00
Ward 2 – Eric Johnson	\$23,000.00
Ward 3 – Kurt Zehnder	\$23,000.00
Ward 4 – Robert Schult	\$23,000.00
Ward 5 – Greg Myhre	\$23,000.00

File No. 13 – Commissioner Zehnder moved, Commissioner Schuldt seconded, motion unanimously carried to adopt the 2026 Commissioners Per Diems by Resolution 25-54. The Commissioners voted by roll. All Commissioners voted yes. Resolution is below.

RESOLUTION # 25-54

IT IS HEREBY RESOLVED, that the Houston County Board of Commissioners approves the **Houston County Commissioner Per Diem Payments**

NOW, THEREFORE, the Houston County Board of Commissioners approves the following: Per diems shall be paid to commissioners attending a meeting listed on the current year’s formal list of committee’s assignments, which is adopted at the first meeting in January of each year, or as amended throughout the year. Per Diems will also be paid for meetings and events which pertain to and are directly related to county business. Per diems will be paid as per state statute. Commissioners will not receive a per diem for attending the regularly scheduled Tuesday County Board meetings, however they are eligible for a per diem for other county meetings held on Tuesdays. Commissioners may only receive one per diem in instances of multiple meeting attendance.

County Commissioner Per Diem rates are as follows:

In county meetings	\$40.00
Out of county meetings via Zoom	\$40.00
Out of county meetings	\$65.00
Planning Commission meetings	\$100.00
Planning Commission sessions for	
Updating the ordinance	\$50.00
Board of Adjustment	\$100.00
Site Visit	\$45.00

File No. 14 – Commissioner Zehnder moved, Commissioner Wright seconded, motion carried four to one to approve Professional Services Contract with Groundbreaking Connections

LLC. Commissioners Wright, Johnson, Zehnder and Schuldt voted yes. Commissioner Myhre voted no.

File No. 15 – Commissioner Schuldt moved, Commissioner Zehnder seconded, motion carried four to one to adopt 2026 Operating Budget Resolution No. 25-48. The Commissioners voted by roll. Commissioner Wright, Zehnder, Schuldt and Myhre voted yes. Commissioner Johnson voted no. Resolution is below.

**RESOLUTION NO. 25-48
RESOLUTION ADOPTING 2026 CERTIFIED OPERATING BUDGET**

	Revenue	Expenditures	Revenues Over (Under) Expenditures
	-----	-----	-----
County Revenue	\$14,615,305	\$14,615,305	0
Road & Bridge	12,019,903	12,019,903	0
Public Health & Human Services	8,993,759	8,993,759	0
Debt Service	1,607,083	1,607,083	0
	-----	-----	-----
Grand Total	\$37,236,050	\$37,236,050	0
	=====	=====	=====

File No. 16 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve 2025 budget amendments to accurately reflect various revenues and expenditures and fund balance usage of the Recorder’s Technology fund and the Compliance fund and amendments to the Road & Bridge 2025 budget. The Commissioners voted by roll. All Commissioners voted yes.

File No. 17 – Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve Fund Balance Commitments at year end for construction projects: General Fund – Airport T-Hanger project - \$28,628.18 Road & Bridge Fund – District 6 Striping - \$31,723.11. The Commissioners voted by roll. All Commissioners voted yes.

File No. 18 – Commissioner Myhre moved, Commissioner Zehnder seconded, motion unanimously carried to designate County Revenue, Road & Bridge, Public Health and Human Services as the 2026 major funds and EDA Loan Fund, Debt Service, and Capital Projects as minor funds. The Commissioners voted by roll. All Commissioners voted yes.

File No. 19 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve Addendum to Wildcat 2025-2027 contract updating 2026 contractor initial retainage to be \$56,000 and acknowledging the contractor would assume responsibility for the monthly telephone and internet bills for the entire year as negotiated at the Parks Committee meeting on December 11, 2025. Commissioners voted by roll. All Commissioners voted yes.

File No. 20 – Commissioner Wright moved, Commissioner Zehnder seconded, motion unanimously carried to review and approve payments. Payments are below.

REQUEST APPROVAL FOR PAYMENTS

2025/12/30 COMMISSIONER WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
LEE AUTO BODY & SALES	3,353.07
OFFICE OF MNIT SERVICES	6,130.08
	<u>9,483.15</u>
6 VENDORS PAID LESS THAN \$2000.00	4,193.66
	<u>13,676.81</u>
PUBLIC HEALTH & HUMAN SERVICES	27,187.56
	<u>40,864.37</u>

DISCUSSION ITEMS

The Commissioners thanked Deputy Auditor/Treasurer Amy Sylling for her work helping with board meetings in the month of December. The Commissioners shared they had received phone calls from citizens regarding fraud in the State of Minnesota. Commissioners also thanked staff for their efforts to balance the 2025 budget.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Myhre, seconded by Commissioner Schuldt, motion unanimously carried to adjourn the meeting at 10:50 a.m. The next meeting would be a regular meeting on January 6, 2026.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Chairperson

Attest: _____
Brent Parker, Coordinator

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

Date Submitted: 12/30/2025

By: Brent Parker, County Coordinator

ACTION

- **2026 Board of Commissioners Committee appointments.**
- **Consider Resolution 26-05, Designating the County Coordinator as Clerk of the Houston County Board of Commissioners**

APPOINTMENT REQUEST

- **Employee Recognition – Years of Service**

HR CONSENT AGENDA REQUEST

- **Accept the resignation / retirement of Kelly Petersen, Appraiser, effective February 2nd, 2026, with thanks for her 15 years of service to the residents of Houston County.**

Employee Recognition Awards

30 Year Award

Sheila M Schroeder 5/17/1995

25 Year Award

Suzanne M Bublitz 5/31/2000

Ann E Diersen 1/31/2000

Holly J Gleason 10/25/2000

Shawn L Peter 7/17/2000

Luke T Sass 2/29/2000

20 Year Award

Duane D Brownlee Jr 10/17/2005

Andrew J Milde 11/30/2005

15 Year Award

Kelly J Petersen 6/28/2010

10 Year Award

Joann B Curley 5/4/2015

Michael R Meiners 3/16/2015

Leah N Milde 1/12/2015

Danny M O'Heron 12/14/2015

Kelly J Rohland 5/11/2015

Haleigh L Sierzant 5/15/2015

December 16, 2025

To Whom It May Concern,

Please accept this letter as my notification of Retirement. I plan for my last day of employment to be Monday February 2, 2026.

Thank You,

A handwritten signature in cursive script that reads "Kelly J Petersen". The signature is written in black ink and is positioned above the printed name.

Kelly J Petersen

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

Date Submitted: December 26, 2025

By: Michelle Werner - Recorder

9:05 am Public hearing to implement new real property protection fees, pursuant to Minn. Statute 408.50, Subd. 6.

ACTION: Request the authorization for additional fees in association with MN Statute 480.50 Personal Information in Real Property Records. The Recorder's office is requesting a \$75 fee for each real property notice, a \$75 fee for each consent and a \$75 fee for each request as allowable per statute.

Attachment: MN Statute 480.50

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) _____
	<input type="checkbox"/> Environmental Svcs	
<u>Recommendation:</u>		
<u>Decision:</u>		

480.50 PERSONAL INFORMATION IN REAL PROPERTY RECORDS.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given.

(b) "County recorder" has the meaning given in section 13.045, subdivision 1, clause (4).

(c) "Government entity" has the meaning given in section 13.02, subdivision 7a.

(d) "Judicial official" has the meaning given in section 480.40, subdivision 1, paragraph (b), except that it does not include: (1) employees of the Minnesota judicial branch, the Office of Administrative Hearings, the Workers' Compensation Court of Appeals, or the Tax Court; or (2) judges or employees in the Department of Human Services Appeals Division.

(e) "Personal information" has the meaning given in section 480.40, subdivision 1, paragraph (c).

(f) "Real property records" means any of the following:

(1) real property records as defined in section 13.045, subdivision 1, clause (5);

(2) Uniform Commercial Code filings and tax liens maintained by the Secretary of State; and

(3) any other records maintained by a county recorder or other government entity evidencing title to, or any lien, judgment, or other encumbrance on, real or personal property.

(g) "Responsible authority" has the meaning given in section 13.02, subdivision 16.

Subd. 2. **Classification of data.** (a) Subject to the provisions of this section, the personal information of all judicial officials collected, created, or maintained in real property records is private data on individuals, as defined in section 13.02, subdivision 12.

(b) If the responsible authority or government entity violates this section, the remedies and penalties under chapter 13 are available only if the judicial official making a claim previously provided a real property notice that complies with subdivision 3. If the subject of the data is the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the remedies and penalties under chapter 13 are available only if the spouse, domestic partner, or adult child previously provided a notification under subdivision 3 to the responsible authority confirming their status as the spouse, domestic partner, or adult child of a judicial official. In the case of county records, the notification shall be filed with the responsible authority that maintains the personal information for which protection is sought. A notification submitted under this section is private data on individuals, as defined in section 13.02, subdivision 12.

Subd. 3. **Notification.** (a) For the classification in subdivision 2 to apply to personal information in real property records, a judicial official must submit a real property notice in writing to the county recorder in the county where the property identified in the real property notice is located and to the Office of the Secretary of State. To affect real property records maintained by any other government entity, a judicial official must submit a real property notice in writing to the other government entity's responsible authority. If the personal information is that of the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the spouse, domestic partner, or adult child must submit a real property notice. The real property notice is classified as private data on individuals, as defined in section 13.02, subdivision 12. A real property notice must be on a form provided by the judicial branch and must include:

(1) the full legal name of the individual submitting the form;

- (2) the last four digits of the individual's Social Security number;
- (3) the individual's date of birth;
- (4) the individual's telephone number and email;
- (5) the residential address of the individual in Minnesota;
- (6) the legal description, parcel identification number, and street address, if any, of the real property affected by the notice;
- (7) if applicable, the document number and certificate of title number; and
- (8) a certification that the individual is a judicial official or the spouse, domestic partner, or adult child of a judicial official that contains the notarized signature of the individual.

(b) A notice submitted by a judicial official employed by the state must include the employer's business address and a verification of current employment signed by the employer's human resources office.

(c) A notice submitted pursuant to this subdivision by a spouse, domestic partner, or adult child of a judicial official not residing with the judicial official must include a notarized verification that the individual is the spouse, domestic partner, or adult child of a judicial official.

(d) Only one parcel of real property may be included in each notice, but an individual may submit more than one notice. A government entity may require an individual to provide additional information necessary to identify the records or the real property described in the notice. An individual submitting a notice must submit a new real property notice if their legal name changes.

Subd. 4. Access to real property records. (a) If an individual submits a notice under subdivision 3, the county recorder or other government entity must not disclose the individual's personal information in conjunction with the property identified in the written notice, unless:

(1) the individual has consented to sharing or dissemination of the personal information for the purpose identified in a writing signed by the individual and acknowledged by a notary public;

(2) the personal information is subject to dissemination pursuant to a court order under section 13.03, subdivision 6;

(3) the personal information is shared with a government entity for the purpose of administering assessment and taxation laws;

(4) the personal information is disseminated pursuant to subdivision 5; or

(5) the personal information is shared with the examiner of titles or deputy examiner as necessary to perform their statutory duties under chapters 508 and 508A, including the dissemination of personal information in Reports of Examiner.

(b) This subdivision does not prevent the county recorder from returning original documents to the person who submitted the documents for recording. Each county recorder shall establish procedures for recording documents to comply with this subdivision. These procedures may include masking personal information and making documents or certificates of title containing the personal information private and not viewable except as allowed by this paragraph. The procedure must comply with the requirements of chapters 386, 507, 508, and 508A, and other laws as appropriate, to the extent these requirements do not conflict with this section. The procedures must provide public notice of the existence of recorded documents

and certificates of title that are not publicly viewable and the provisions for viewing them under this subdivision. Notice that a document or certificate is private and viewable only under this subdivision or subdivision 5 is deemed constructive notice of the document or certificate.

(c) A real property notice submitted under subdivision 3 shall apply retroactively to all online and digital real property records, but only to the extent the individual submitting the notice provides: (1) for county recorder records, the document number or certificate of title number of each record for which protection is sought, except digitized or scanned tract pages and books; and (2) for other government entity real property records, the parcel identification number of each record for which protection is sought. Otherwise, paragraph (a) applies only to the real property records recorded or filed concurrently with the real property notice specified in subdivision 3 and to real property records affecting the same real property recorded subsequent to the county recorder or other government entity's receipt of the real property notice.

(d) The county recorder or other government entity shall have 60 days from the date of receipt of a real property notice under subdivision 3 to process the request. If the individual cites exigent circumstances, the county recorder or other government entity shall process the request as soon as practicable.

(e) The prohibition on disclosure in paragraph (a) continues until:

(1) the individual has consented to the termination of the real property notice in a writing signed by the individual and acknowledged by a notary public;

(2) the real property notice is terminated pursuant to a court order;

(3) the individual no longer holds a record interest in the real property identified in the real property notice;

(4) the individual is deceased and a certified copy of the death certificate has been filed with the county recorder or other government entity to which a notice was given under subdivision 3; or

(5) the individual who filed a real property notice pursuant to subdivision 3 no longer qualifies for protection under this section because they are no longer a judicial official or the spouse, domestic partner, or adult child of a judicial official. If the individual no longer qualifies for protection under this section, the individual must notify each county recorder or other government entity to which a notice under subdivision 3 was given within 90 days after the individual no longer qualifies for protection.

(f) Upon termination of the prohibition of disclosure, the county recorder shall make publicly viewable all documents and certificates of title that were previously partially or wholly private and not viewable pursuant to a notice filed under subdivision 3.

Subd. 5. Access to personal information in real property records; title examination. (a) Upon request, the individual who submitted the real property notice under subdivision 3 shall verify that the individual's real property is the property subject to a bona fide title exam.

(b) The county recorder or other government entity shall provide the unredacted real property records of an individual who submitted a real property notice under subdivision 3 upon request of any of the following persons:

(1) a licensed title insurance company representative, a licensed title insurance agent, a licensed abstractor, or an attorney licensed to practice law in Minnesota;

(2) a mortgage loan originator;

(3) a real estate broker or a real estate salesperson; and

(4) an individual or entity that has made or received an offer for the purchase of real property to or from an individual who submitted a real property notice under subdivision 3 whose address is subject to nondisclosure, provided the request is accompanied by a written consent from the individual.

(c) A request made under paragraph (a) or (b) must be made on a notarized form and include:

(1) the full legal name, title, address, and place of employment, if applicable, of the person requesting the real property records;

(2) the lawful purpose for requesting the real property records;

(3) the requestor's relationship, if any, to the individual who submitted a real property notice under subdivision 3;

(4) the legal description of the property subject to the title examination; and

(5) proof of the requestor's licensure.

(d) Personal information provided under this subdivision may be used only for the purposes authorized in this subdivision or the lawful purposes set forth in the request for disclosure form and may not be further disseminated to any other person. A person receiving private data under this subdivision shall establish procedures to protect the data from further dissemination unless further dissemination is required by law. However, the dissemination of personal information in real property records by a licensed attorney or any employees in the office of the licensed attorney is permitted when reasonably necessary for the provision of legal services.

Subd. 6. Service fees to county recorder or other government entity. The county recorder or any other government entity is authorized to charge the following service fees:

(1) up to \$75 for each real property notice under subdivision 3;

(2) up to \$75 for each consent submitted under subdivision 4, paragraphs (a), clause (1), and (e), clause (1); and

(3) up to \$75 for each request submitted under subdivision 5.

These service fees shall not be considered county recorder fees under section 357.18 or registrar of titles fees under section 508.82 or 508A.82 and shall be deposited into the county recorder or other government entity's general fund.

History: 2025 c 35 art 9 s 13

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

**Date Submitted: December 22, 2025
By: Polly Heberlein, Auditor-Treasurer**

APPOINTMENT:

Open Bids for the Official Newspaper 2026.

CONSENT AGENDA:

Consider adopting Resolution No 26-01 and designating 2026 Official Newspaper.

Reviewed by:	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> (indicate other dept)	<input type="checkbox"/> County Coordinator
	<input type="checkbox"/> Environmental Svcs		
Recommendation:			
Decision:			

RESOLUTION NO. 26-01

2026 OFFICIAL NEWSPAPER

January 6, 2026

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

OFFICIAL NEWSPAPER FOR 2026 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

MISCELLANEOUS NOTICES that are not required to be published in the Official Paper (per column inch). Legal Rate \$ _____ Display Rate \$ _____

FIRST PRINTING OF 2025 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ _____

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Brent Parker, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 6, 2026.

WITNESS my hand and the seal of my office this 6th day of January 2026.

Brent Parker
County Coordinator / HR Director

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

Date Submitted: 12.22.25

By: Polly Heberlein – Auditor-Treasurer

Consent Agenda:

**Consider adopting Resolution 26-02 - Account Powers Granted for
Merchants Bank N.A.**

Reviewed by:	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> County Coordinator
	<input type="checkbox"/> Environmental Svcs		
Recommendation:			
Decision:			

RESOLUTION NO. 26-02

**ACCOUNT POWERS GRANTED
MERCHANTS BANK N.A.**

January 6, 2026

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Heberlein, Finance Director Carol Lapham and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Brent Parker, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 6, 2026.

WITNESS my hand and the seal of my office this 6th day of January 2026.

Brent Parker
County Coordinator / HR Director

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

Date Submitted: 12.22.25

By: Polly Heberlein – Auditor-Treasurer

Consent Agenda:

**Consider adopting Resolution 26-03 - Account Powers Granted for ESB
Banking**

Reviewed by:	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	<input type="checkbox"/> County Coordinator
	<input type="checkbox"/> Environmental Svcs		
Recommendation:			
Decision:			

RESOLUTION NO. 26-03

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 6, 2026

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Auditor/Treasurer Heberlein and Finance Director Carol Lapham, and Board Chairman to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Brent Parker, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 6, 2026.

WITNESS my hand and the seal of my office this 6th day of January 2026.

Brent Parker
County Coordinator/HR Director

Houston County Agenda Request Form

Date Submitted: December 19, 2025 Board Date: January 6, 2026

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Authorization to use alternate method to disseminate bids and requests.

Attachments/Documentation for the Board's Review:

Copy of resolution is attached.

Justification:

This allows the Highway Department to use the County web site to advertise for transportation proposals related to construction and maintenance projects. It is cost effective and provides a better way to reach our bidders.

Action Requested:

Approve attached resolution.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to Allison Wagner at BOC@co.houston.mn.us by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

RESOLUTION NO. 26-04

**AUTHORIZATION TO USE ALTERNATE METHOD TO DISSEMINATE
BIDS AND REQUESTS**

January 6, 2026

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the County of Houston will continue to use the Houston County website, www.co.houston.mn.us as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Brent Parker, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 6, 2026. WITNESS my hand and the seal of my office this 6th day of January 2026.

(SEAL)

Brent Parker, Houston County Coordinator

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 6, 2026**

Date Submitted: December 31, 2025

By: Brian Swedberg, Sheriff

ACTION REQUEST:

- 1. Request to approve and sign 2026 to 2028 law enforcement contract with the City of Spring Grove**

CONSENT AGENDA REQUEST:

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> HR Director	<input checked="" type="checkbox"/> County Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input checked="" type="checkbox"/> County Attorney	<input type="checkbox"/> Other (indicate dept)	
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			

HOUSTON COUNTY – CITY OF SPRING GROVE
Professional Services
Inter-Agency Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the County of Houston, acting through the Houston County Sheriff, (hereinafter HCSO), and the City of Spring Grove, acting through its City Counsel, (hereinafter CITY);

WHEREAS, CITY and HCSO pursuant to Minn. Stat. §436.05, Contracts for Police Services, are empowered to procure and supply professional/technical services; and

WHEREAS, CITY is in need of professional licensed police services to assist with its public safety obligations and duties; and

WHEREAS, HCSO represents it has employees that are duly qualified and willing to perform the services set forth in this CONTRACT.

WHEREAS, the provision of services, the standard of performance the discipline of the deputies, and other matters incident to the performance of such services, and control of personnel so employed, shall remain in and under the control of the Houston County Sheriff. In the event of dispute between the parties, as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive as between the parties.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

A. The term of this contract between HCSO and the CITY for professional services shall begin on January 1, 2026, and end on December 31, 2028.

II. CITY and HCSO DUTIES

HCSO will provide professional services and equipment set forth in Exhibit A, Contracted Law Enforcement Services Proposal.

The Sheriff and the on duty deputy shall, within the CITY's corporate limits, assume all duties and exercise the police powers of CITY police officers as provided by Minnesota statutes and CITY ordinances. Such services shall encompass the duties and functions set forth in relevant Minnesota statutes, regulations, and rules, including but not limited to Minn. Stat. §626 governing the POST Board and Minn. Rules Chapter 6700 governing the licensing, training, and standards for peace officers; CITY ordinances, and Houston County Sheriff's Office Policies.

In the event that HCSO determines that the on duty deputy is needed in other areas of Houston County to respond to an emergency situation, the Houston County Sheriff reserves the right to temporarily move the on duty deputy from the CITY.

CITY, its officers, employees, and agents shall cooperate and assist HCSO so as to facilitate the performance of this CONTRACT. Assistance shall include the CITY to immediately, upon request by HCSO or the Sheriff's designee, provide access to any CITY law enforcement data maintained in electronic or hard copy, created, stored, or possessed, prior to the signing of this CONTRACT.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration. All services performed, equipment, and supplies supplied by HCSO pursuant to this CONTRACT shall be paid by CITY as follows:

- For CONTRACT year 2026, CITY agrees to pay HCSO TWO HUNDRED TWENTY THOUSAND dollars (\$220,000.00) for one deputy for 70 hours of coverage every two weeks.
- For CONTRACT year 2027, CITY agrees to pay HCSO TWO HUNDRED THIRTY ONE THOUSAND dollars (\$231,000.00) (5% increase from 2026) for one deputy for 70 hours of coverage every two weeks.
- For CONTRACT year 2028, CITY agrees to pay HCSO TWO HUNDRED FORTY TWO THOUSAND, FIVE HUNDRED FIFTY dollars (\$242,550.00) (5% increase from 2027) for one deputy for 70 hours of coverage every two weeks.

B. Payments. HCSO will provide CITY a pro-rated monthly invoice by the 15th of each calendar month. All payments are due within thirty (30) days of the date of the invoice.

IV. PROSECUTORIAL AUTHORITY/RESPONSIBILITIES

This CONTRACT and exhibits attached hereto, are not intended to alter the responsibility for the prosecution of offenses that occur within the CITY's jurisdiction as provided by Minnesota law. All fine monies collected by CITY shall remain in the sole control of CITY as set forth in law.

V. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. Houston County's authorized representative for the purpose of administration of this CONTRACT is:

Name: Brian Swedberg
Address: Sheriff
306 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-3379
E-Mail: bswedberg@hocomn.gov

B. CITY of Spring Grove's authorized representative for the purpose of administration of this CONTRACT is:

Name: Jana Elton
Address: 118 First Ave NW
PO Box 218
Spring Grove, MN 55974
Telephone: (507) 498-5221
E-Mail: Jana@springgrovemn.com

VI. TERMINATION OF CONTRACT

A. Termination: The parties may terminate this CONTRACT:

- a. Upon mutual agreement; or
- b. For cause upon the failure of a party to comply with any material terms and/or conditions of the CONTRACT or Exhibit A.

B. Termination by mutual agreement:

- a. The parties may agree to mutually terminate the CONTRACT and agree to an end date of the CONTRACT.
- b. The CITY will pay HCSO the remainder of the monthly invoice for the month that the CONTRACT was terminated.
- c. The parties shall put the mutual termination agreement in writing.

C. Termination for Cause:

- a. If a party terminates for cause, the terminating party's Authorized Representative shall provide written notice to the other party's Authorized Representative within 30 days.
- b. The CITY will pay HCSO the remainder of the monthly invoice for the month that the CONTRACT was terminated.
- c. Termination for Cause does not include budgetary related issues.

D. Effect of Termination. Termination of this CONTRACT shall not discharge any liability, responsibility or right of any party which arises from the performance or fail to adequately perform the terms of this CONTRACT prior to the effective date of termination.

VII. ASSIGNMENT

CITY or HCSO shall neither assign nor transfer any rights or obligations under this contract.

VIII. LIABILITY

Deputies are employees of Houston County and are not employees of CITY and at all times shall remain under the direction and supervision of Houston County Sheriff. CITY employees at all time remain under the direction and supervision of CITY. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT.

IX. INSURANCE REQUIREMENTS

Houston County and CITY shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage through the parties' respective insurance providers, the Minnesota Counties Inter-Governmental Trust (MCIT) and the League of Minnesota Cities Insurance Trust (LMCIT) as recommended by those providers. Each party agrees to immediately notify the other party should it cease to maintain the MCIT and LMCIT recommended levels of coverage.

X. GOVERNMENT DATA PRACTICES

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either CITY or Houston County. Further, the parties will notify the other party within two business days of any request it receives to release data as a result of this CONTRACT.

XI. AUDITS

The books, records, documents, and accounting procedures and practices of the CITY and Houston County relevant to this CONTRACT shall be subject to examination by the other party and to the Office of the State Auditor for a minimum of six (6) years from the end of the CONTRACT.

XII. AMENDMENTS

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

The attached law enforcement services contractual attachment (Exhibit A) can be amended by the Houston County Sheriff and the authorized representative of the City of Spring Grove as needed. Any amendments to the law enforcement services contract shall be in writing.

XIII. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach thereof, shall be in the state or federal court with competent jurisdiction in Houston County, Caledonia, Minnesota.

XIV. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: VIII (Liability); X (Government Data Practices Act); XI (Audits); and XIII (Jurisdiction and Venue).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

Name: Eric Johnson
Title: County Board Chair
Date:

By: (authorized signature)

Name: Brian Swedberg
Title: Sheriff
Date:

APPROVED:

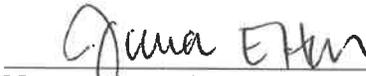
CITY OF SPRING GROVE

By: (authorized signature)



Name: Bryan Wilhelmson
Title: Mayor of Spring Grove
Date:

By: (authorized signature)



Name: Jana Elton
Title: City Administrator
Date:

APPROVED AS TO FORM AND EXECUTION:

By:

By:

Name: Suzanne Publitz
Title: Interim Houston County Attorney
Date:

Name: Greg Schieber
Title: City Attorney
Date:

EXHIBIT A

Law Enforcement Services Contractual Attachment

Houston County Sheriff's Office

And

City of Spring Grove, Minnesota

Exhibit A is an agreement that is attached to the contract between the County of Houston, the Houston County Sheriff's Office and the City of Spring Grove.

This attachment will set forth the expectations of services to be provided not already stipulated in the contract.

- ❖ Houston County Sheriff's Office shall be referenced to as HCSO.
- ❖ City of Spring Grove shall be referenced to as SG

Contracted Law Enforcement Services

HCSO will provide general law enforcement services to the City of Spring Grove under the renewal contract for successive periods starting on January 1, 2026. See Article I, page 1, and Article III, page 2, above.

Services are defined as follows:

❖ Patrol Functions:

- HCSO will provide one licensed deputy to respond to calls for service and provide law enforcement presence and patrol functions within the City of Spring Grove. HCSO would reserve the ability to utilize the deputy in the surrounding Spring Grove area as needed.

❖ Investigations:

- HCSO will provide investigative services for crimes reported either through patrol deputies or our investigations unit. The Sheriff, or his designee, would have the sole discretion to assign investigations to the HCSO investigations unit or to a patrol deputy. Most felony level crimes would normally be assigned to our fulltime investigations unit.

❖ **Ordinance enforcement:**

- HCSO will respond to and enforce City ordinance violations that are classified as criminal in nature. Non-criminal ordinance violations that are designated as civil in nature would be the responsibility of SG to enforce. However, the HCSO deputy will assist SG with enforcement of offenses deemed civil in nature by way of issuing a citation for civil offenses when deemed appropriate and requested by the designated SG city official.
- HCSO agrees to investigate and enforce the following criminal SG City ordinances:
 - Chapter 140 curfew ordinance
 - Chapter 704 Public parks and recreation
 - C. 1, 7, 8, 9
 - Chapter 706 Traffic Parking Regulations
 - Chapter 710 Recreational Vehicles

❖ **Supervision:**

- HCSO will provide supervision of the deputy that would be under the direct control of the Sheriff or his designee. HCSO Patrol Sergeants will provide direction and supervision during nighttime hours.

❖ **Hours of Service:**

- HCSO will provide 70 hours of coverage every two weeks.

❖ **Patrol Vehicle Equipment:**

- HCSO will provide a marked patrol vehicle and all related emergency equipment for the purposes of providing law enforcement services to SG. This would include updates, repairs, and replacements of equipment when necessary.
- **Technology Equipment:** HCSO will provide:
 - Computer related equipment: laptop, printer, docking station and all necessary hardware.
 - Deputy issued cell phone with hotspot for laptop
 - In-squad camera system.

❖ **Vehicle Maintenance and Repair:**

- HCSO will provide for fuel, maintenance, and repair of the designated patrol vehicles.

❖ **Personnel:**

- HCSO will provide 70 hours of coverage every two weeks coinciding with HCSO pay periods.

❖ **Personnel Benefits:**

- HCSO will be responsible for workers comp insurance premiums and PERA obligations for the deputy. HCSO would be responsible for FICA, Medicare contributions as well as provide the personal health care coverage.

❖ **Training and licensing:**

- HCSO will provide mandated training to personal as well as required Minnesota POST licensing.

❖ **Office furnishings and building occupancy:**

- SG will provide for adequate and secure office space with office furniture: desk, chairs, adequate storage and adequate restroom facilities. Office space would include acceptable climate control, telephone service and high-speed internet service. SG would provide for a secure, indoor facility to park designated patrol vehicle.
- HCSO will provide relevant computer equipment for a deputy.

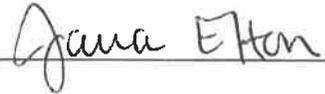
❖ **Administrative:**

- HCSO will oversee all administrative duties:
 - Assignment of deputy and administrative support staff schedule
 - Records management and mandated reporting requirements
 - Evidence custody and management
 - Citizen complaints
 - Internal investigations
 - Disciplinary actions
 - Timecards
 - Payroll

❖ **Point of Contact:**

- HCSO will designate a point of contact to work with the city administrator and council. HCSO agrees to provide for regular deputy presence at city council meetings. It is further agreed to by both parties, that calls for service will take priority to deputy presence at city council meetings.
- HCSO to provide quarterly statistical reports and an annual report for the council's information and review.

Brian Swedberg
Houston County Sheriff
Date:



Jana Elton
City Administrator
Date:

EXHIBIT A

Law Enforcement Services Contractual Attachment

Houston County Sheriff's Office

And

City of Spring Grove, Minnesota

Exhibit A is an agreement that is attached to the contract between the County of Houston, the Houston County Sheriff's Office and the City of Spring Grove.

This attachment will set forth the expectations of services to be provided not already stipulated in the contract.

- ❖ Houston County Sheriff's Office shall be referenced to as HCSO.
- ❖ City of Spring Grove shall be referenced to as SG

Contracted Law Enforcement Services

HCSO will provide general law enforcement services to the City of Spring Grove under the renewal contract for successive periods starting on January 1, 2026. See Article I, page 1, and Article III, page 2, above.

Services are defined as follows:

❖ **Patrol Functions:**

- HCSO will provide one licensed deputy to respond to calls for service and provide law enforcement presence and patrol functions within the City of Spring Grove. HCSO would reserve the ability to utilize the deputy in the surrounding Spring Grove area as needed.

❖ **Investigations:**

- HCSO will provide investigative services for crimes reported either through patrol deputies or our investigations unit. The Sheriff, or his designee, would have the sole discretion to assign investigations to the HCSO investigations unit or to a patrol deputy. Most felony level crimes would normally be assigned to our fulltime investigations unit.

❖ **Ordinance enforcement:**

- HCSO will respond to and enforce City ordinance violations that are classified as criminal in nature. Non-criminal ordinance violations that are designated as civil in nature would be the responsibility of SG to enforce. However, the HCSO deputy will assist SG with enforcement of offenses deemed civil in nature by way of issuing a citation for civil offenses when deemed appropriate and requested by the designated SG city official.

- HCSO agrees to investigate and enforce the following criminal SG City ordinances:
 - Chapter 140 curfew ordinance
 - Chapter 704 Public parks and recreation
 - C. 1, 7, 8, 9
 - Chapter 706 Traffic Parking Regulations
 - Chapter 710 Recreational Vehicles

❖ **Supervision:**

- HCSO will provide supervision of the deputy that would be under the direct control of the Sheriff or his designee. HCSO Patrol Sergeants will provide direction and supervision during nighttime hours.

❖ **Hours of Service:**

- HCSO will provide 70 hours of coverage every two weeks.

❖ **Patrol Vehicle Equipment:**

- HCSO will provide a marked patrol vehicle and all related emergency equipment for the purposes of providing law enforcement services to SG. This would include updates, repairs, and replacements of equipment when necessary.
- **Technology Equipment:** HCSO will provide:
 - Computer related equipment: laptop, printer, docking station and all necessary hardware.
 - Deputy issued cell phone with hotspot for laptop
 - In-squad camera system.

❖ **Vehicle Maintenance and Repair:**

- HCSO will provide for fuel, maintenance, and repair of the designated patrol vehicles.

❖ **Personnel:**

- HCSO will provide 70 hours of coverage every two weeks coinciding with HCSO pay periods.

❖ **Personnel Benefits:**

- HCSO will be responsible for workers comp insurance premiums and PERA obligations for the deputy. HCSO would be responsible for FICA, Medicare contributions as well as provide the personal health care coverage.

❖ **Training and licensing:**

- HCSO will provide mandated training to personal as well as required Minnesota POST licensing.

❖ **Office furnishings and building occupancy:**

- SG will provide for adequate and secure office space with office furniture: desk, chairs, adequate storage and adequate restroom facilities. Office space would include acceptable climate control, telephone service and high-speed internet service. SG would provide for a secure, indoor facility to park designated patrol vehicle.
- HCSO will provide relevant computer equipment for a deputy.

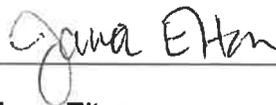
❖ **Administrative:**

- HCSO will oversee all administrative duties:
 - Assignment of deputy and administrative support staff schedule
 - Records management and mandated reporting requirements
 - Evidence custody and management
 - Citizen complaints
 - Internal investigations
 - Disciplinary actions
 - Timecards
 - Payroll

❖ **Point of Contact:**

- HCSO will designate a point of contact to work with the city administrator and council. HCSO agrees to provide for regular deputy presence at city council meetings. It is further agreed to by both parties, that calls for service will take priority to deputy presence at city council meetings.
- HCSO to provide quarterly statistical reports and an annual report for the council's information and review.

Brian Swedberg
Houston County Sheriff
Date:



Jana Elton
City Administrator
Date:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

Name: Eric Johnson
Title: County Board Chair
Date:

By: (authorized signature)

Name: Brian Swedberg
Title: Sheriff
Date:

APPROVED:

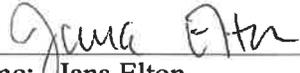
CITY OF SPRING GROVE

By: (authorized signature)



Name: Bryan Wilhelmson
Title: Mayor of Spring Grove
Date:

By: (authorized signature)



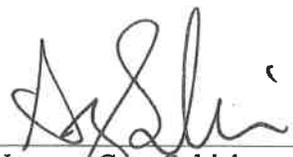
Name: Jana Elton
Title: City Administrator
Date:

APPROVED AS TO FORM AND EXECUTION:

By:

By:

Name: Suzanne Bublitz
Title: Interim Houston County Attorney
Date:



Name: Greg Schieber
Title: City Attorney
Date:

RESOLUTION NO. 26-05

A RESOLUTION DESIGNATING THE COUNTY COORDINATOR AS CLERK OF THE COUNTY BOARD

PURSUANT TO MINNESOTA STATUTES § 375.49

WHEREAS, the County Board of Commissioners is authorized under Minnesota Statutes § 375A.06 to establish the position of County Coordinator and to assign to that position such administrative and executive duties as the Board deems appropriate; and

WHEREAS, Minnesota Statutes § 375.49, subdivision 2, expressly permits the County Board to delegate duties traditionally performed by other county offices, including administrative and clerical functions, to the County Coordinator; and

WHEREAS, the County Board finds that assigning the duties of Clerk of the County Board to the County Coordinator promotes efficiency, consistency, accountability, and effective administration of county operations; and

WHEREAS, the County Board desires to clearly designate the County Coordinator as Clerk of the Board to ensure proper preparation of board agendas, minutes, resolutions, official records, and related statutory duties;

NOW, THEREFORE, BE IT RESOLVED, that the Houston County Board of Commissioners hereby designates the County Coordinator to serve as Clerk of the County Board, effective January 6th, 2026; and

BE IT FURTHER RESOLVED, that as Clerk of the County Board, the County Coordinator is authorized and directed to perform all duties customarily and statutorily associated with the office of Clerk of the Board, including but not limited to:

- Preparing and maintaining official board records, minutes, and resolutions;
- Attesting to board actions and maintaining the official seal, where applicable;
- Ensuring compliance with applicable state statutes, administrative rules, and record-retention requirements; and
- Performing such additional clerical and administrative duties as may be assigned by the County Board; and

BE IT FURTHER RESOLVED, that this designation shall remain in effect until modified or rescinded by subsequent action of the County Board.

Adopted by the Houston County Board of Commissioners on this 6th day of January **2026**.

HOUSTON COUNTY COMMISSIONERS

Board Chair

ATTEST

Brent Parker
County Coordinator

**HOUSTON COUNTY
AGENDA REQUEST
January 6, 2026**

**Date Submitted: December 31 , 2025
By: Carol Lapham, Finance Director**

ACTION REQUESTS

- **Approve Resolution 25-06 designating 2026 Annual Appropriations included as part of the 2026 Operating Budget.**

CC:	<input type="checkbox"/> Auditor/Treasurer	<input type="checkbox"/> Sheriff
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) _____
	<input type="checkbox"/> Environmental Svcs	<input type="checkbox"/> _____

RESOLUTION NO. 26-06
2026 ANNUAL APPROPRIATIONS

January 6, 2026

WHEREAS, The Houston County Board of Commissioners approved the 2026 Annual Budget on December 30th, 2025;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2026 as appropriate from the County Revenue Fund:

ORGANIZATION	2026 BUDGET
SE Minnesota Initiative Fund	\$3,938
SEMAAA	\$2,000
SELCO	\$203,283
Emergency Medical Service	\$10,000
SEMCAC - Senior & Caregiver Advocacy	\$3,500
SEMCAC - Senior Nutrition	\$2,500
SEMCAC - Transportation Program (Donation Rides)	\$1,500
SEMCAC – Rolling Hills Transit	\$5,000
Houston County Food Shelves	\$7,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$942
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
Bluff Country Minnesota Multi-County Housing and Redevelopment Authority	\$3,000
SE MN EMS	\$5,000
TOTAL	\$443,663

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Brent Parker, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 6, 2026.

WITNESS my hand this 6th day of January 2026.

Brent Parker
Houston County Coordinator

Commissioner Warrants 2026/01/06

From Lynn Colsch <LColsch@HoCoMN.gov>

Date Wed 12/31/2025 11:56 AM

To HoCo BOC <BOC@HoCoMN.gov>

Cc Carol Lapham <CLapham@HoCoMN.gov>; Eliana Babinski <EBabinski@HoCoMN.gov>; Susan Tostenson <STostenson@HoCoMN.gov>

**REQUEST APPROVAL FOR
PAYMENTS**

**2026/01/06 COMMISSIONER
WARRANTS:**

<u>VENDOR NAME</u>	<u>AMOUNT</u>
AMC/MACA	16,200.00
ARTHUR J GALLAGHER RISK MANAGEMENT	6,398.00
	<hr/>
	22,598.00
1 VENDOR PAID LESS THAN \$2000.00	125.00
	<hr/>
	22,723.00
PUBLIC HEALTH & HUMAN SERVICES	18,733.39
	<hr/>
	41,456.39
	<hr/> <hr/>

Lynn Colsch
Finance Clerk
Houston County
304 South Marshall Street
Caledonia MN 55921
507-725-5825
LColsch@HoCoMN.gov

2025 Board Committee Assignments

Committee	D1. Wright	D2. Johnson	D3. Zehnder	D4. Schuidt	D5. Myhre
Community Services Standing Committee	X		X		
Land Use/Public Works Standing Committee		X		X	
Finance Standing Committee	X		X		
Personnel/Negotiating Committee				X	X
ADA Compliance Committee	X	X			
Airport Commission			X		X
Canvassing Board (TBD-2 not up for election)					
Child Mortality Review Team	X				
Courthouse Closure in Emergency/Committee		X			
HCJC & Safety Committee			X	A	
Parks Committee				X	X
Planning Commission		X			A
AMC District IX Committee - Environmental and Natural Resources		X			
AMC District IX Committee - Transportation				X	
AMC District IX Committee - Human Services	X				
AMC District IX Committee - General Government					X
AMC District IX Committee - Public Safety			X		
AMC Delegate Assembly	X	X	X	X	X
Bear Creek Watershed Committee					X
Bluff Country MN Multi-County Housing and Redevelopment Authority (JPC)	X				
Board of Health (JPC w/Fillmore Co)	X	X	X	X	X
CHS Advisory Committee - aka Nursing Task Force	X				
Community Health Services Delegate (SCHSAC)	X				
Economic Development Authority Board	X	X			
Extension Committee		X			X
Family Services Collaborative (JPC) - Governing Council	X				
Hiawatha Valley Mental Health Center Board	X		A		
Jail/Operations Review			X	X	
La Crosse County Solid Waste Policy Board	A			X	
MCT Voting Delegate		X		A	
One Watershed, One Plan		X			A
Southeastern MN Emergency Medical (JPC)				X	
Southeast MN Regional Emergency Communications Board (JPC)			X	A	
SELCO Board of Directors	X	A			
Semcac		A			
Southern MN Tourism Association (SMTA)	X				
7 Rivers Alliance	X	X	X	X	X
SMART (TRAILS)	X	A			
Township Officers Association				X	X
Workforce Development	X				
Soil & Water - WINLAC	X			A	