

CITY OF MADISON
AGENDA AND NOTICE OF MEETING

Regular Meeting of the City Council – 5:00 PM
Monday February 24th, 2025
Madison Municipal Building

1. CALL THE REGULAR MEETING TO ORDER

Mayor Meyer will call the meeting to order.

2. APPROVE AGENDA

Approve the agenda as posted in accordance with the Open Meetings law, and herein place all agenda items on the table for discussion. A MOTION is in order. (Council)

3. APPROVE MINUTES

Page 1

A copy of the February 10th, 2025 regular meeting minutes are enclosed. A MOTION is in order. (Council)

4. PUBLIC PETITIONS, REQUESTS, HEARINGS, AND COMMUNICATIONS (public/mayor/council)

Members of the audience wishing to address the Council with regard to an agenda item, presentation of a petition, utility customer hearing, or a general communication should be recognized at this time. A MOTION may be in order (Public/Council)

5. CONSENT AGENDA

- | | |
|--|---------|
| A. Ehlers Investment Summary – January 2025 – receive | Page 4 |
| B. Reserve Fund Balances – January 2025 – receive | Page 9 |
| C. City Emergency Contact List – receive | Page 10 |
| D. Senator Dahms Newsletter – February 14, 2025 – receive | Page 11 |
| E. LqP County Delinquent Taxes – City of Madison – receive | Page 13 |
| F. Revenue Expense – January 2025 – receive | Page 18 |

A MOTION may be in order to accept the reports and/or authorize the actions requested. (Council)

6. UNFINISHED AND NEW BUSINESS

Page 21

- A. City Council Checklist. A DISCUSSION and MOTION may be in order. (Manager, Council)

- B. Local Housing Trust Fund Hearing– February 24, 2025 5:00 pm. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 22

- C. Ordinance 389 Establishing a Housing Trust Fund. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 24

- D. Ordinance 389 Summary Establishing a Housing Trust Fund. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 25

- E. Approve Ambulance Billing Agreement. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 35

- F. Resolution 25-14 Accept Park Donations. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 36

- G. Resolution 25-15 Support Grant Navigator Resolution. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

▪

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

- Elected Leaders Institute – Julie Stahl

9. AUDITING CLAIM

Handout

A copy of the Expense Approval Report is submitted for February 10th, 2025 through February 24th, 2025 and is attached. A MOTION is in order.

10. ADJOURNMENT

**CITY OF MADISON
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
FEBRUARY 10, 2025**

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Mayor Maynard Meyer on Monday, February 10, at 5:03 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Maynard Meyer, Paul Zahrbock, Julie Stahl, Adam Conroy (arrived at 5:04 p.m.) and Tim Volk. Also present were City Manager Val Halvorson, City Attorney Rick Stulz and City Clerk Christine Enderson.

AGENDA

Upon motion by Zahrbock, seconded by Volk and carried, the agenda was approved as amended. Additions to the agenda included Resolution 25-13 for a budget transfer. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Volk, seconded by Zahrbock and carried, the January 27, 2025, regular meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None

CONSENT AGENDA

Upon motion by Zahrbock, seconded by Meyer and carried, the Consent Agenda was approved as presented.

CITY COUNCIL CHECKLIST

City Council reviewed the checklist.

LQP COUNTY ENGINEER REPORT

Sam Muntean, LqP County Engineer presented plans for the mill and overlay project on First Avenue (County Road 19) and Sixth Avenue (County Road 204) that are within city limits. Duinnick Companies LLC was awarded the project. There has not been a preconstruction meeting yet, however, the project is estimated to start sometime in July.

PAY APPLICATION – HORIZON ROOFING

Upon motion by Zahrbock, seconded by Conroy and carried, the second application from Horizon Roofing, Inc. for the Madison Library Roof project was approved in the amount of \$13,290.03. This application is for work completed through September 30, 2024.

Upon motion by Zahrbock, seconded by Conroy and carried, the third application from Horizon Roofing, Inc. for the Madison Library Roof project was approved in the amount of \$22,087.50. This application is for work completed through October 31, 2024.

PUBLIC WORKS SHOP PURCHASE

Upon motion by Volk, seconded by Conroy and carried, Council approved the purchase of new garage door openers with photo-eye sensors for the public works shop at an estimated cost of \$13,625.00. During a recent safety inspection, it was identified that the garage doors at the public works shop are not equipped with photo-eye sensors, of which MN Statute requires. It is recommended that the City replace the existing

garage door openers with new models that include photo-eye sensors. The purchase is grant-eligible through MN OSHA; therefore, a request has been submitted for the grant to cover half the project at a cost of \$6,812.50.

INDEPENDENT CONTRACTOR AGREEMENT – A-N-H LAWN CARE

Upon motion by Meyer, seconded by Stahl and carried, Council authorized execution of a Contractor Agreement between the City of Madison and A-n-H Lawn Care, for mowing services effective during the 2025 growing seasons, at a rate of \$200.00 per hour for initial mowing and cleanup and \$100 per hour for each cleanup thereafter.

ESTABLISH PUBLIC HEARING – LOCAL HOUSING TRUST FUND

Upon motion by Volk, seconded by Conroy and carried, Council set a public hearing regarding the adoption of a Local Housing Trust Fund Ordinance at approximately 5:00 p.m. at City Hall on Monday, February 24, 2025. A Local Housing Trust Fund Ordinance will enable the City to establish a local housing trust for federal, state, and local housing funds that are appropriated to address local affordable housing needs.

FUND TRANSFER

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 25-13** titled “Fund Transfer Adjustment Effective February 10, 2025” was adopted. This resolution would provide for a fund transfer to establish a water system replacement fund. A complete copy of Resolution 25-13 is contained in City Clerk’s Book #11.

CITY MANAGER’S REPORT

BES Marketing: City Manager Halvorson and City Clerk Enderson met with the City’s Bright Energy Solutions representative. Topics discussed were annual kWh goals, rebate changes, and key accounts.

Community Health: City Manager Halvorson attended a community health needs assessment stakeholder meeting last week.

MCMA Workshop: City Manager Halvorson attended the MCMA (Minnesota City Management Association) Winter Workshop.

Slen Park Improvements: Grant documents for the Slen Park Improvement projects have been sent off.

Little Eagles Daycare: A meeting was held recently with the parent group, school and Madison Healthcare Systems.

Housing Applications: There’s a plan to apply for at least five grants for assistance on housing development.

Public Works: The departments were busy moving snow this last weekend; however, up until then, they have been keeping busy with interior work at the shop and city hall.

City Council Training: The area city managers received great feedback from attendees with interest for future ideas.

Anniversaries: A thank you went out to City Clerk Christine Enderson who celebrated five years working for the City and to Deputy Clerk/Treasurer Angie Ransom who celebrated eight years.

MAYOR/COUNCIL REPORTS

Chamber of Commerce: The Yellowstone event went well. City Manager Halvorson is the new President for 2025.

Grand Theatre: Funds from the steak fry being held at the VFW on Friday, February 14, 2025, will benefit the Grand Theatre.

Ribbon Cutting: Net's Antiques had a ribbon cutting and they plan to do a ribbon cutting for Odden's La-Z-Boy business addition.

DISBURSEMENTS

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between January 28, 2025 and February 10, 2025. These disbursements include United Prairie Check Nos. 67201-67278. Debit card and ACH transaction were also approved as listed.

There being no further business, upon motion by Conroy, seconded by Meyer and carried, meeting adjourned at 5:42 pm.

Maynard Meyer - Mayor

ATTEST:

Christine Enderson – City Clerk



Monthly Summary

Account

City of Madison
Consolidated

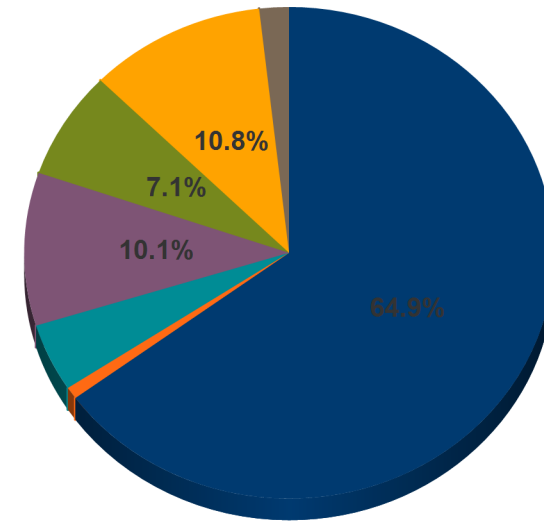
1/31/2025



Weighted Averages

Average Yield to Maturity on Price	4.37
Average Maturity	1.68
Average Coupon	2.98
Average Duration	1.56
Average Moody	Aa2
Average S&P	AA
Average Fitch	Not Rated

Portfolio Allocation



Portfolio Totals

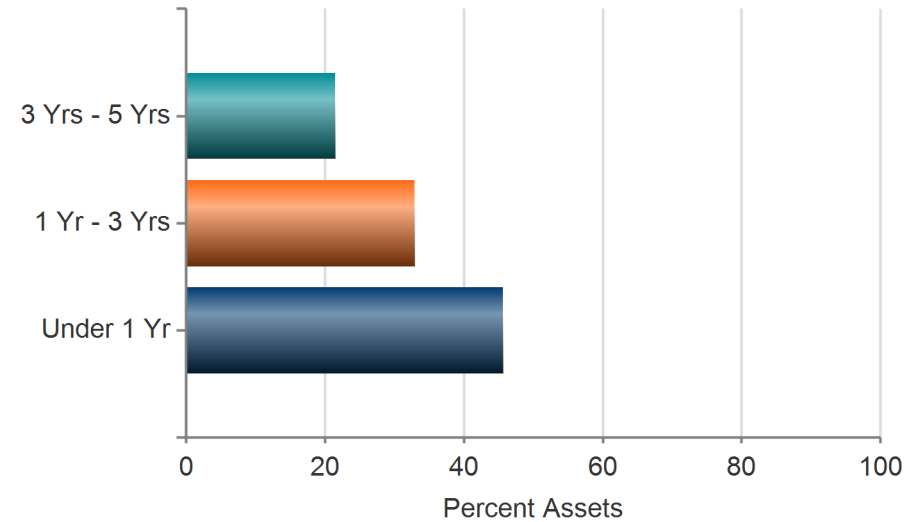
Par Value	4,712,000
Market Value	5,012,879.10
Total Cost	5,077,699.73
Unrealized Gain/Loss	-64,820.63

Security Type	Market Value	% Fixed Income	% Assets
MUNICIPAL BONDS	3,255,626.66	64.9	64.9
GOVERNMENT BONDS	39,435.70	0.8	0.8
CMO	224,596.78	4.5	4.5
TREASURY BILLS	504,403.47	10.1	10.1
CASH AND EQUIVALENTS	356,372.72	7.1	7.1
CERTIFICATES OF DEPOSIT	541,842.02	10.8	10.8
GOVERNMENT AGENCIES	90,601.75	1.8	1.8
Fixed Income Total	5,012,879.10	100.0	100.0

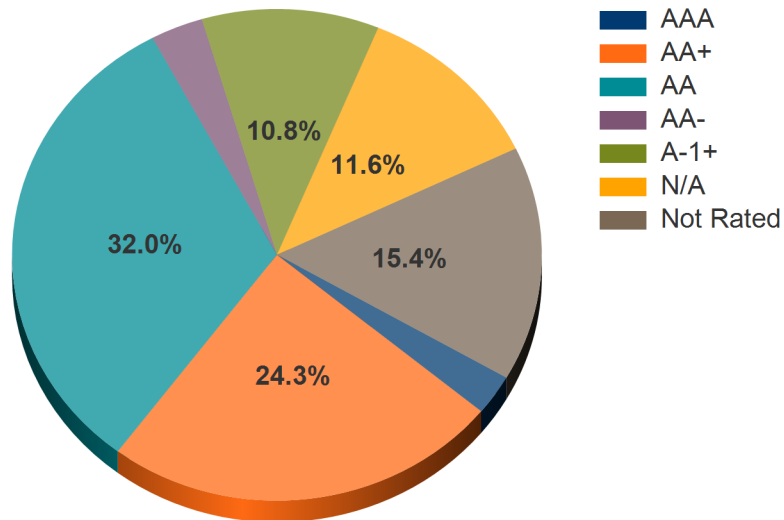
Distribution by Maturity

Maturity	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
Under 1 Yr	10	2,124,055.54	45.6	4.1	1.917%	0.5
1 Yr - 3 Yrs	11	1,532,125.34	32.9	4.4	3.235%	2.0
3 Yrs - 5 Yrs	3	1,000,325.50	21.5	4.8	4.851%	3.2

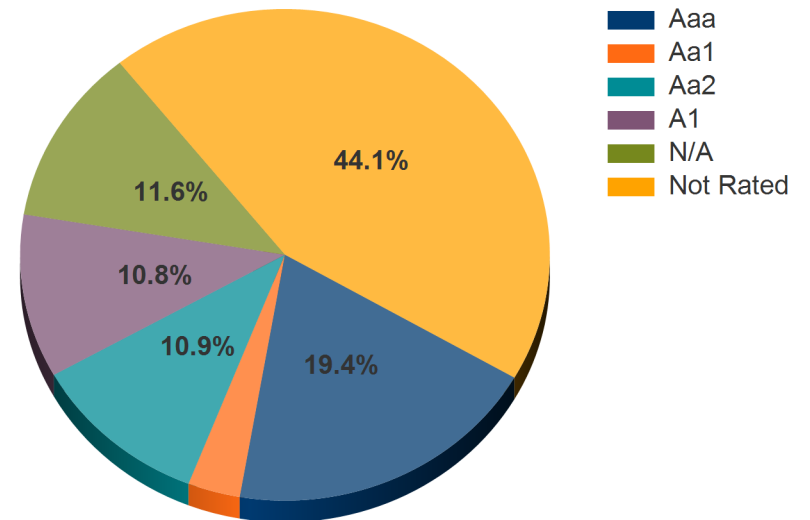
Distribution by Maturity

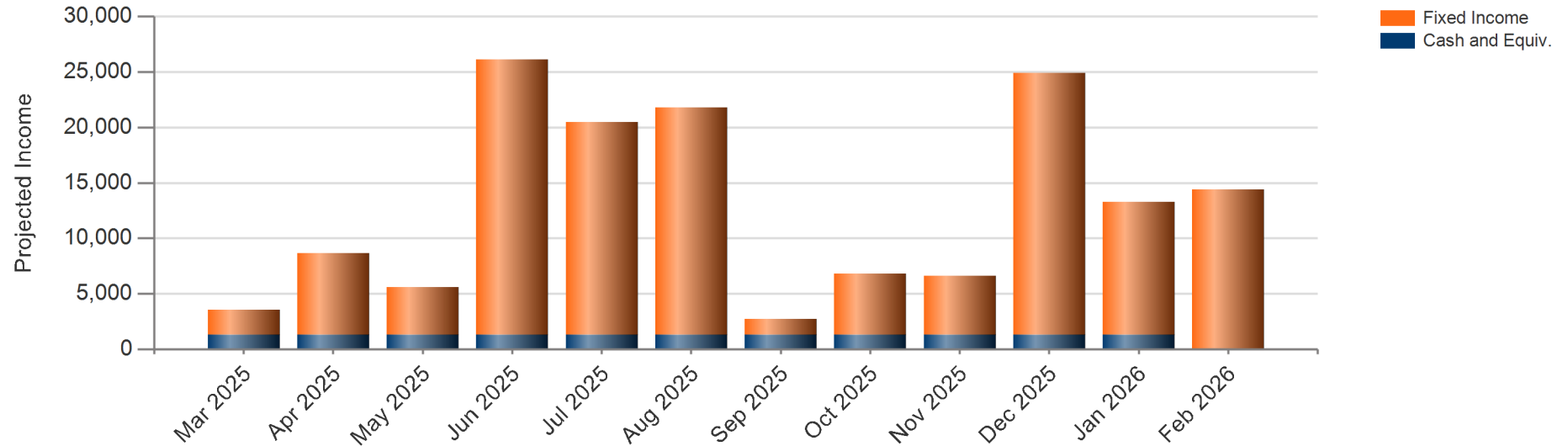


Distribution by S&P Rating



Distribution by Moody Rating





	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026
Cash and Equiv.	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	0
CASH AND EQUIVALENTS (USD)	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	0
Fixed Income	2,243	7,333	4,277	24,798	19,152	20,481	1,427	5,477	5,304	23,581	11,984	14,405
MUNICIPAL BONDS (USD)	0	6,229	2,331	23,225	18,048	19,188	0	5,477	5,304	23,225	11,984	14,405
GOVERNMENT BONDS (USD)	0	0	0	0	0	0	236	0	0	0	0	0
CERTIFICATES OF DEPOSIT (USD)	2,243	1,103	1,946	1,218	1,103	1,294	1,191	0	0	0	0	0
GOVERNMENT AGENCIES (USD)	0	0	0	356	0	0	0	0	0	356	0	0
Total	3,559	8,648	5,593	26,114	20,468	21,797	2,743	6,793	6,620	24,897	13,299	14,405
Sub Account Total	154,937											
Grand Total	154,937											

Ehlers Investment Partners ("Ehlers") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV) on our website at www.ehlers-inc.com/disclosures.

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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Ehlers will obtain pricing from an alternative approved third-party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed on our Form ADV Part 2A.

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Ratings: Ratings information have been provided by S&P, Moody's, and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Reserve Fund Cash Account Numbers 851-10100 to 851-10113

Balance Carried Over 12/31/2013

(For Details "Unhide" rows)

1/31/2025

Gen - Employee Health I	\$43,829.74	Dec'21 Res-21-5	-\$1,000.00	Nov'24 Res24-40	-\$2,000.00					\$40,829.74
Gen - Grand Theatre cor	\$60,669.75	Jul'24 Theater Pr	-\$61,315.16	Aug'24 SWIF Th	\$9,930.52	Aug'24 Walrave	-\$9,930.52			-\$645.41
Gen - LqP Players - Forme	\$50,000.00	*Dec'15 Res15-3	-\$50,000.00	Jun 21' LqP Play	\$5,000.00	Sep'21 LqP Play	-\$5,000.00	Dec'21 Nibbe Fo	\$1,000.00	\$1,000.00
Cont.-Res-Escrow-Fire I	\$0.18	Feb'22 State Far	\$55,101.00	May'22 Theilke r	-\$55,101.00	May'22 Storm E	\$12,330.94	Jul'22 Reimb Sto	-\$12,330.94	\$0.18
Res-COVID-19 ARPA	\$162,611.76	Oct'22 Res22-41	-\$90,000.00	Nov'23 Res 23-4	-\$22,000.00	Nov'23 Res 23-4	-\$20,000.00	G-works Data Pu	-\$24,800.00	\$5,811.76
Res-Escrow-SS cont'd	\$6,700.00	Sep'24 Kaytlin A	\$3,000.00							\$9,700.00
Electric cont'd	\$159,924.45	Nov'24 Res24-40	\$40,000.00							\$199,924.45
Sanitation cont'd	\$84,763.51	Nov'24 Res24-40	\$40,000.00							\$124,763.51
Conduit Finance Funds - B	\$0.00	November 2016	\$25,000.00							\$25,000.00
Public Safety Aid	\$0.00	Dec'23 State of N	\$66,472.00	Nov'24 Res24-40	-\$20,000.00					\$46,472.00
Reserved/Designated										\$452,856.23
Gen.Fund Misc. Transfers	\$60,999.56	Dec'21 Res-21-3	-\$50,000.00	Dec'24 Ehlers Fi	-\$1,083.55					\$9,916.01
Interest Earned cont'd & A	\$59,191.32	2024 Interest Inc	\$22,232.07							\$81,423.39
Unreserved/Undesig										\$91,339.40
										\$544,195.63

Culture & Recreation Capital Project Fund Cash Account Numbers 420-10100 to 420-10113**1/31/2025**

Parks cont'd	\$67,017.60	Nov'24 Res24-40	\$7,500.00	Nov'24 Res24-40	\$25,000.00					\$99,517.60
Madison Arts Council con	\$1,570.14	Jan 25 T.Isfeld M	-\$425.00							\$1,145.14
Skating Rink	\$2,714.03	Jan'25 Ray's spo	-\$625.99	Jan 25 Dunhams	-\$100.81					\$1,987.23
Reserved/Designated										\$102,649.97
										\$102,649.97

Building & Capital Equipment Fund Cash Account Numbers 425-10100 to 425-10113**1/31/2025**

Administration con't	\$39,573.02	Oct'24 Morris-Se	-\$5,988.46	Oct'24 TT	-\$184.80	Nov'24 Res24-4	\$10,000.00	Jan 25 Innovative	-\$7,073.82	\$36,325.94
City Hall Project con't	\$20,793.90	Nov'24 Old Work	-\$74,860.00	Nov'24 Res24-40	\$50,000.00	Dec'24 Mac&Ma	-\$2,657.32	Dec'24 Reclass-N	-\$6,197.86	-\$12,921.28
Fire Department con't	\$199,541.10	Nov'24 Res24-40	\$34,100.00	Dec'24 Farmer's	\$750.00					\$234,391.10
Library Con't	\$31,156.74	Jan 25 M&M Acc	-\$2,668.75	Jan 25 Horizon F	-\$35,377.88					-\$6,889.89
Downtown Revitalization	\$0.00	Dec'18 Res 19-1	\$4,369.05	Aug'21 xfer CIP I	-\$4,000.00	Oct'22 Res22-4	\$10,000.00	Nov'23 Res 23-4	\$10,000.00	\$20,369.05
Grand Theatre cont. form	\$22,192.56	Dec'21 Res-21-5	\$2,500.00	Nov'22 Roof Co.	-\$5,000.00	Nov'23 Res 23-4	\$5,000.00			\$24,692.56
Reserved/Designated										\$295,967.48
Interest Earned	\$0.00	2024 Interest Inc	\$18,593.33							\$18,593.33
Unreserved/Undesig										\$18,593.33
										\$314,560.81

Streets Capital Improvement Fund Cash Account Numbers 430-10100 to 430-10113**1/31/2025**

Street Dept Cont'd	\$32,227.91	Nov'24 Res24-40	\$144,000.00	Dec'24 Kamco cr	-\$50,650.00					\$125,577.91
Reserved/Designated										\$0.00
Interest Earned		2020 Int Allocat	\$78.27	2024 Interest Inc	\$2,910.74					\$2,989.01
Unreserved/Undesig										\$2,989.01
										\$128,566.92

Y:\Reserve & Capital Project Funds\[Reserve & Cap Proj tracking worksheet.xlsx]1-31-2025-for council

Total: \$1,089,973.33



Emergency Contact List

February, 2025

City Hall: 320-598-7373 | madison@ci.madison.mn.us

Office	Name	Office	Cell	Home	Email
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Emergency Numbers

Sheriff's Office	Allen Anderson, Sheriff	320-598-3720	320-220-1684		allen.anderson@lqpc.com
Emergency Mgmt	Blain Johnson, Director	320-598-7171	701-429-1737	218-245-0168	blain.johnson@lqpc.com
Ambulance Service	Matt Carmody, Director		507-828-1362		Matt.carmody@hotmail.com
Fire Dept	Jerod Zimbelman, Chief		320-894-2499		zimbelman@mmcjd.com
Hospital	Main Line	320-598-7551			
Poison Control	National Poison Control Center		1-800-222-1222		

City Administration

City Manager	Val Halvorson	320-598-7379	320-894-0823		val.halvorson@ci.madison.mn.us
City Clerk	Christine Enderson	320-598-7375	320-226-4113		christine.enderson@ci.madison.mn.us
Deputy Clerk/Tres	Angie Ransom	320-598-7084	320-267-1270		angie.amland@ci.madison.mn.us
Deputy Clerk	Cheri Tuckett	320-598-7100	320-444-5990	320-598-3103	cheri.tuckett@ci.madison.mn.us

City Employee's

Line Supervisor	David Johnson	320-598-3060	320-760-3797		david.johnson@ci.madison.mn.us
Lineworker	Chase Mortenson	320-598-3060	320-226-9602		chase.mortenson@ci.madison.mn.us
Water Supervisor	Dean Broin	320-598-3239	320-905-9395	320-598-3017	dean.broin@ci.madison.mn.us
Water & Wastewtr	Randy Larson	320-598-3490	320-305-1704		Randy.larson@ci.madison.mn.us
Streets & Parks Supr	Todd Erp		320-226-5662		Todd.erp@ci.madison.mn.us
Street & Parks	Maurice Wollschlager	320-598-7087	320-413-0698		Maurice.wollschlager@ci.madison.mn.us
Facilities Maintenance	Zach Larson	320-698-7087	320-305-1706		Zach.larson@ci.madison.mn.us
Liquor Store Mngr	Dale Hiepler	320-598-7900	320-297-0742		dale.hiepler@ci.madison.mn.us
Liquor Store Clerk	Linda Kravik	320-598-7900	507-430-6783		Fireup95.lk@gmail.com

City Council

Mayor	Maynard Meyer	320-598-7301	320-212-5165	320-598-3730	klqpfm@farmerstel.net
Council Member	Tim Volk	320-598-7303	320-979-9145	320-598-7864	timsuevolk@frontier.com
Council Member	Paul Zahrbock	320-598-3339	320-444-1259	320-598-3040	
Council Member	Julie Stahl	320-598-3187	605-226-0535		julielynn2114@gmail.com
Council Member	Adam Conroy	320-598-7521	612-508-3361		adam.westernq@frontier.com
City Attorney	Rick Stulz	320-598-7578	320-226-5335	320-769-4446	rick.stulz@lqpc.com

Utility Companies

Electricity	MN Valley Light & Power	320-269-2163		800-247-505	brandonb@mnvalleyrec.com
Internet, TV	Mediacom	855-633-4226	Bill	320-232-0010	
Internet, TV	MVTV Wireless	320-564-4807			
Natural Gas	MN Energy Resources	800-889-4970	Steven Hornstein	507-848-1056	steven.hornstein@minnesotaenergyresources.com
Garbage	Olson Sanitation	320-769-4610			
Telephone/Int	Frontier	833-559-9591	1-800-921-8101		
Telephone/Int	ACIRA – Farmers Mutual	320-568-2105			farmers@farmerstel.net





GARY DAHMS R

SERVING SENATE DISTRICT 15

E-Newsletter

February 14, 2025

HOLDING GOVERNMENT ACCOUNTABLE FOR WASTE, FRAUD, AND ABUSE OF TAXPAYER MONEY

On Wednesday, Minnesota Senate Republicans rolled out a comprehensive plan consisting of eight bills to hold government accountable to stop waste, fraud, and abuse of taxpayers' dollars ([watch the press conference](#)). The plan is part of the group's **Minnesotans First** agenda for the 2025 legislative session.

"State government is losing hundreds of millions of taxpayer dollars due to waste, fraud, and abuse," Senator Gary Dahms said. "We need to implement stronger safeguards to ensure that our state agencies make full use of all available tools to prevent these issues before they occur. Our caucus's comprehensive plan includes key legislation designed to help achieve this goal."

The bills presented address various issues including empowering the nonpartisan Office of the Legislative Auditor (OLA) and creating a state Office of Inspector General. They also propose a state grants administrator, a central grant system, increased oversight of grant recipients, and additional accountability, training requirements, and whistleblower protections for state employees.

Senate Republicans' comprehensive plan to hold government accountable to stop the waste, fraud, and abuse includes the following Republican-championed bills:

Oversight

- ★ Senate File TBD: Increase penalties on state employees who don't follow the law to report suspected waste, fraud, or abuse
- ★ **Senate File 475**: Whistleblower protection laws for state employees who report suspected waste, fraud, or abuse (Heard in State and Local Government Committee on February 11, 2025)
- ★ **Senate File 1219**: Create a centralized state Office of Inspector General

Transparency

- ★ **Senate File 730**: Transparency in the Attorney General's office (Heard in Judiciary and Public Safety Committee on January 29, 2025)
- ★ **Senate File 263**: OLA review on agency compliance based on OLA recommendations to relevant House and Senate committees (Heard in State and Local Government Committee February 11, 2025)

Grant Reforms

- ★ **Senate File 981**: OLA recommendations on grant reform including conflict of interest rules, background checks, and salary transparency
- ★ **Senate File 1123**: Increase oversight of grants, reporting, and compliance requirements
- ★ **Senate File 538**: Grant Administrator and centralized grant database

Click the picture to hear my comments.



REDUCING CELL PHONE USE IN SCHOOLS

This session, a bipartisan group of legislators are advocating for legislation (**Senate File 508**) aimed at reducing cell phone use in classrooms to keep students focused on learning. This bill was heard on Monday in the Senate Education Policy Committee, and it was laid over for possible inclusion in a larger bill package.

If this bill becomes law, high school students would be prohibited from using their phones during class, while elementary and middle school students would not be allowed to use their phones throughout the entire school day. It does not change school policy but instead reinforces what most of our schools are already doing. This legislation intends to improve academic performance and curb excessive screen time.

DRAFT 2 OF CHILD CARE LICENSING STANDARDS READY TO REVIEW

The second draft of revised licensing standards for child care centers and family child care programs are now available for review and feedback. These documents are only drafts. The Department of Human Services (DHS) will gather additional input on these drafts through June 2025, to inform another draft released prior to the 2026 legislative session. For more information and to register for a webinar, click [here](#).

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THANK YOU FOR VISITING US AT THE CAPITOL



City of New Ulm



Michael Kysylyzyn, Roseville and
Laura Ostlie, Willmar



Minnesota Telecom Alliance



Southpoint Credit Union



Shari Lamke, Granite Falls



Blue Earth County and
Mathiowetz Construction



The Muntean family
Madison



Minnesota Licensed Beverage Association



Bob Byrnes, Marshall

Brown, Lyon, and Redwood
County Sheriffs

February 18, 2025

Dear City Managers/Clerks:

Dilapidated buildings exist in all of our local cities, and this is problematic for many reasons that you are likely familiar with. Lac qui Parle County wants to work with our cities and our residents to address this problem, and this letter describes a few of the ways that we can help.

Owners of property adjacent to dilapidated buildings are an excellent partner for clean-up projects. These owners are often burdened by the run-down building next door, which motivates them to take an active role in fixing the problem. These owners can also greatly reduce the total cost of demolition by contributing their own labor, and these grants can reduce their direct cost to less than \$1,000. LqP County will match City grants to these property owners, up to \$4,500 per parcel. Additional funding is available in cases of asbestos contamination.

If a suitable partner/neighbor is not available, the County will also consider partnering with you on a City-led project for acquisition and demolition of a dilapidated property. In the past, the County has participated in 50/50 cost-shares with partnering cities for these projects. Again, additional funding may be available for asbestos abatement.

Declaring properties to be hazardous helps to ensure that we hold owners responsible for their properties. The burdens of ongoing maintenance and disposal are unfairly placed on neighboring property owners and local government. By working with your city attorney to declare a property hazardous, this procedure can create personal liability for hazardous property owners and also deter potential buyers from acquiring the property with no intention of rehabilitation.

Property tax forfeiture can be a good opportunity for acquisition of dilapidated properties. After about 4 years of non-payment of taxes, a property is forfeited and can be sold by the County. The sale typically occurs in a public auction, but alternatively the County may be able to sell at a private sale to a qualifying neighboring landowner, and at very low cost. Cities are also eligible purchasers at public auction, so please contact our Auditor-Treasurer's Office for more information.

Enclosed is a list of properties in your city with unpaid property taxes going back to 2022 and earlier. This list can be used to identify those properties that you want to target for demolition. If a property is marked "COJ", it means that the landowner has been issued a loan to pay for delinquent taxes. These properties are subject to immediate forfeiture if the landowner defaults on the terms of the loan.

If your city is interested in pursuing any of these options, please contact any of the county officials listed below:

Jake Sieg, Administrator	(320) 598-7261	jake.sieg@lqpc.com
Angie Djonne, Auditor-Treasurer	(320) 598-7268	angie.djonne@lqpc.com
Rick Stulz, County Attorney	(320) 598-7578	rick.stulz@lqpc.com
Greg Thole, Commissioner	(507) 829-3280	greg.thole@lqpc.com
Ben Bothun, Commissioner	(651) 249-4759	ben.bothun@lqpc.com
Stacy Tufto, Commissioner	(320) 226-6168	stacy.tufto@lqpc.com
Todd Patzer, Commissioner	(320) 305-3662	todd.patzer@lqpc.com
DeRon Brehmer, Commissioner	(320) 568-2226	deron.brehmer@lqpc.com

Sincerely,

Jake Sieg
County Administrator

Enclosure

CC: County Board of Commissioners, County Attorney

02/12/25 11:12:46

Query = DLQFORF UNPAID LISTING
 WITH PROJECTED FORFEITURE YEAR - PROPERTY PHYSICAL ADDRESS
 PT = Property type indicator

PAGE 1

City or Township	PT	Parcel #	Year	Prj Forf Year	Taxpayer Name	Physical Address (if available)	Amount paid	P/I/C/F due	Balance Due
MADISON CITY	RE	54-0037-000	2023	2027	MURPHY, CHAD	720 5TH AVE	.00	99.65	287.65
						PARCEL TOTAL	.00	99.65	287.65
MADISON CITY		54-0038-000	2023	2025	BEAUDINE, LEAH	417 8TH ST	.00	105.26	649.26
MADISON CITY			2021	2025	BEAUDINE, LEAH	417 8TH ST	.00	234.95	648.95
MADISON CITY			2022	2025	BEAUDINE, LEAH	417 8TH ST	.00	152.21	656.21
						PARCEL TOTAL	.00	492.42	1,954.42
MADISON CITY		54-0049-000	2011	2017	JENSEN, MONICA	712 7TH AVE	280.00	222.03	502.03
MADISON CITY			2012	2017	JENSEN, MONICA	712 7TH AVE	429.96	47.68	131.72
						PARCEL TOTAL	709.96	269.71	633.75
MADISON CITY		54-0056-000	2023	2027	MURPHY, CHAD	710 8TH AVE	.00	326.70	1,470.70
						PARCEL TOTAL	.00	326.70	1,470.70
MADISON CITY		54-0094-900	2021	2025	WARNOCK, JENNIFER M	622 3RD AVE	557.26	412.44	1,467.18
						PARCEL TOTAL	557.26	412.44	1,467.18
MADISON CITY		54-0097-000	2016	2019	SCHNEIDER, MATTHEW	609 1ST AVE	139.13	116.66	435.53
MADISON CITY			2015	2019	SCHNEIDER, MATTHEW	609 1ST AVE	231.00	123.33	354.33
						PARCEL TOTAL	370.13	239.99	789.86
MADISON CITY		54-0116-000	2023	2026	JOHNSON, JUSTIN	514 3RD AVE	.00	106.42	656.42
MADISON CITY			2022	2026	JOHNSON, JUSTIN	514 3RD AVE	.00	214.02	724.02
						PARCEL TOTAL	.00	320.44	1,380.44
MADISON CITY		54-0117-000	2023	2026	NELSON, DARREN & BI	518 3RD AVE	.00	256.50	1,336.50
MADISON CITY			2022	2026	NELSON, DARREN & BI	518 3RD AVE	.00	378.50	1,288.50
						PARCEL TOTAL	.00	635.00	2,625.00

RE=real estate, PP=personal property, MH=mobile home

COJ = Confession of Judgement

Payment plan set up in Auditor-Treasurer's office
 to be paid over 10 years with interest.

02/12/25 11:12:46

Query = DLQFORF UNPAID LISTING
 WITH PROJECTED FORFEITURE YEAR - PROPERTY PHYSICAL ADDRESS
 PT = Property type indicator

PAGE 2

City or Township	PT	Parcel #	Year	Prj Forf Year	Taxpayer Name	Physical Address (if available)	Amount paid	P/I/C/F due	Balance Due
MADISON CITY	RE	54-0150-000	2023	2027	NINNEMAN, JUNE	514 7TH AVE	.00	184.26	852.26
						PARCEL TOTAL	.00	184.26	852.26
MADISON CITY		54-0224-000	2023	2026	SHUCK, GEORGE SR.	311 3RD AVE	.00	84.07	438.07
MADISON CITY			2022	2026	SHUCK, GEORGE SR.	311 3RD AVE	.00	294.50	964.50
						PARCEL TOTAL	.00	378.57	1,402.57
MADISON CITY		54-0284-000	2023	2027	LONG, JASON & JENNI	221 6TH AVE	.00	254.02	1,092.02
						PARCEL TOTAL	.00	254.02	1,092.02
MADISON CITY		54-0288-000	2023	2027	JOHNSHOY, KRISTIN	211 6TH AVE	434.00	150.91	584.91
						PARCEL TOTAL	434.00	150.91	584.91
MADISON CITY		54-0340-000	2023	2027	TAYLOR, ELIZABETH A	216 3RD AVE	.00	211.35	1,019.35
						PARCEL TOTAL	.00	211.35	1,019.35
MADISON CITY		54-0347-000	2023	2026	REDEPENNING, MARILE	120 2ND ST W	627.00	138.57	765.57
MADISON CITY			2022	2026	REDEPENNING, MARILE	120 2ND ST W	2,922.06	185.77	689.71
						PARCEL TOTAL	3,549.06	324.34	1,455.28
MADISON CITY		54-0364-000	2023	2027	NELSON, BRANDON	111 2ND AVE	.00	198.96	942.96
						PARCEL TOTAL	.00	198.96	942.96
MADISON CITY		54-0468-000	2019	2022	RHOADES, MITCHELL &	203 5TH ST E	98.20	428.55	1,508.35
MADISON CITY			2018	2022	RHOADES, MITCHELL &	203 5TH ST E	710.00	322.68	1,032.68
						PARCEL TOTAL	808.20	751.23	2,541.03
MADISON CITY		54-0491-000	2023	2026	MOEN, DESTINY	321 CENTRAL AVE	.00	538.17	2,804.17
MADISON CITY			2022	2026	MOEN, DESTINY	321 CENTRAL AVE	.00	335.10	1,121.10

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PAGE 3

City or Township	PT	Parcel #	Year	Prj Forf Year	Taxpayer Name	Physical Address (if available)	Amount paid	P/I/C/F due	Balance Due	
							PARCEL TOTAL	.00	873.27	3,925.27
MADISON CITY	RE	54-0506-000	2023	2027	LONG, JASON & JENNI	117 10TH ST E	666.69	292.22	1,613.53	
							PARCEL TOTAL	666.69	292.22	1,613.53
MADISON CITY		54-0515-000	2023	2027	FLETCHER, MYKA	804 4TH AVE	.00	214.44	1,038.44	
							PARCEL TOTAL	.00	214.44	1,038.44
MADISON CITY		54-0572-000	2023	2025	KRAVIK, ERIKA	1007 4TH AVE	.00	194.66	1,200.66	
MADISON CITY			2021	2025	KRAVIK, ERIKA	1007 4TH AVE	.00	412.28	1,258.28	
MADISON CITY			2022	2025	KRAVIK, ERIKA	1007 4TH AVE	.00	259.72	1,119.72	
							PARCEL TOTAL	.00	866.66	3,578.66
MADISON CITY		54-0634-010	2016	2020	COLBURN, CURTIS	104 9TH AVE S	.00	265.38	711.38	
MADISON CITY			2017	2020	COLBURN, CURTIS	104 9TH AVE S	.00	200.67	650.67	
MADISON CITY			2018	2020	COLBURN, CURTIS	104 9TH AVE S	297.55	47.33	199.78	
							PARCEL TOTAL	297.55	513.38	1,561.83
							PROPERTY TYPE TOTAL	7,392.85	8,009.96	32,217.11
							FINAL TOTALS TOTAL	7,392.85	8,009.96	32,217.11

*** END OF REPORT ***

COJ = Confession of Judgement

Payment plan set up in Auditor-Treasurer's office
 to be paid over 10 years with interest.

Defaulted COJ= Tax payer has not complied with terms of contract

Tax payer has defaulted on either/both keeping their current taxes paid or making their confession payment timely.

RE=real estate, PP=personal property, MH=mobile home



City of Madison, MN

Revenue and Expense Report Group Summary

For Fiscal: 2025 Period Ending: 02/28/2025

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 101 - General					
Revenue	0.00	0.00	558.76	40,010.18	-40,010.18
Expense	0.00	0.00	39,924.79	136,459.32	-136,459.32
Fund: 101 - General Surplus (Deficit):	0.00	0.00	-39,366.03	-96,449.14	96,449.14
Fund: 201 - Ambulance					
Revenue	0.00	0.00	0.00	4,921.54	-4,921.54
Expense	0.00	0.00	518.19	6,172.68	-6,172.68
Fund: 201 - Ambulance Surplus (Deficit):	0.00	0.00	-518.19	-1,251.14	1,251.14
Fund: 202 - SCDP Rev Loan Fund					
Revenue	0.00	0.00	0.00	23,568.21	-23,568.21
Expense	0.00	0.00	0.00	239.60	-239.60
Fund: 202 - SCDP Rev Loan Fund Surplus (Deficit):	0.00	0.00	0.00	23,328.61	-23,328.61
Fund: 211 - EDA Fund					
Revenue	0.00	0.00	0.00	25,102.11	-25,102.11
Expense	0.00	0.00	0.00	12,852.59	-12,852.59
Fund: 211 - EDA Fund Surplus (Deficit):	0.00	0.00	0.00	12,249.52	-12,249.52
Fund: 212 - EDA Rev Loan Fund					
Revenue	0.00	0.00	0.00	409.83	-409.83
Fund: 212 - EDA Rev Loan Fund Total:	0.00	0.00	0.00	409.83	-409.83
Fund: 350 - IRP Debt Serv Fund					
Revenue	0.00	0.00	0.00	1,752.29	-1,752.29
Fund: 350 - IRP Debt Serv Fund Total:	0.00	0.00	0.00	1,752.29	-1,752.29
Fund: 351 - 2015 GO Ref Debt Serv Fund					
Revenue	0.00	0.00	0.00	4,540.12	-4,540.12
Fund: 351 - 2015 GO Ref Debt Serv Fund Total:	0.00	0.00	0.00	4,540.12	-4,540.12
Fund: 353 - 2016 GO Ref/WT Rev Debt Serv Fund					
Expense	0.00	0.00	0.00	143,556.25	-143,556.25
Fund: 353 - 2016 GO Ref/WT Rev Debt Serv Fund Total:	0.00	0.00	0.00	143,556.25	-143,556.25
Fund: 401 - WTP Project Fund					
Expense	0.00	0.00	0.00	3,304.00	-3,304.00
Fund: 401 - WTP Project Fund Total:	0.00	0.00	0.00	3,304.00	-3,304.00
Fund: 407 - Utility Extension Project Fund					
Revenue	0.00	0.00	0.00	17,408.81	-17,408.81
Expense	0.00	0.00	0.00	14,953.00	-14,953.00
Fund: 407 - Utility Extension Project Fund Surplus (Deficit):	0.00	0.00	0.00	2,455.81	-2,455.81
Fund: 410 - 2024 DNR Outdoor Rec - Slen Park Improvements					
Expense	0.00	0.00	0.00	5,249.00	-5,249.00
Fund: 410 - 2024 DNR Outdoor Rec - Slen Park Improvements Total:	0.00	0.00	0.00	5,249.00	-5,249.00
Fund: 420 - Culture & Rec Capital Fund					
Expense	0.00	0.00	0.00	2,089.12	-2,089.12
Fund: 420 - Culture & Rec Capital Fund Total:	0.00	0.00	0.00	2,089.12	-2,089.12
Fund: 425 - Bldg & Capital Capital Fund					
Expense	0.00	0.00	0.00	45,120.45	-45,120.45
Fund: 425 - Bldg & Capital Capital Fund Total:	0.00	0.00	0.00	45,120.45	-45,120.45
Fund: 601 - Water Fund					
Revenue	0.00	0.00	0.00	72,375.73	-72,375.73
Expense	0.00	0.00	12,988.96	59,098.83	-59,098.83
Fund: 601 - Water Fund Surplus (Deficit):	0.00	0.00	-12,988.96	13,276.90	-13,276.90

Revenue and Expense Report

For Fiscal: 2025 Period Ending: 02/28/2025

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 602 - Sewer Fund					
Revenue	0.00	0.00	0.00	53,624.95	-53,624.95
Expense	0.00	0.00	13,885.83	71,955.08	-71,955.08
Fund: 602 - Sewer Fund Surplus (Deficit):	0.00	0.00	-13,885.83	-18,330.13	18,330.13
Fund: 603 - Sanitation Fund					
Revenue	0.00	0.00	0.00	26,633.64	-26,633.64
Expense	0.00	0.00	0.00	37,827.66	-37,827.66
Fund: 603 - Sanitation Fund Surplus (Deficit):	0.00	0.00	0.00	-11,194.02	11,194.02
Fund: 604 - Electric Fund					
Revenue	0.00	0.00	0.00	153,242.18	-153,242.18
Expense	0.00	0.00	14,394.28	186,579.18	-186,579.18
Fund: 604 - Electric Fund Surplus (Deficit):	0.00	0.00	-14,394.28	-33,337.00	33,337.00
Fund: 605 - Storm Sewer Fund					
Revenue	0.00	0.00	0.00	14,740.80	-14,740.80
Expense	0.00	0.00	26.50	63,054.43	-63,054.43
Fund: 605 - Storm Sewer Fund Surplus (Deficit):	0.00	0.00	-26.50	-48,313.63	48,313.63
Fund: 609 - Liquor Fund					
Revenue	0.00	0.00	0.00	35,091.43	-35,091.43
Expense	0.00	0.00	6,949.56	56,824.02	-56,824.02
Fund: 609 - Liquor Fund Surplus (Deficit):	0.00	0.00	-6,949.56	-21,732.59	21,732.59
Fund: 614 - Eastview Fund					
Revenue	0.00	0.00	0.00	16,710.00	-16,710.00
Expense	0.00	0.00	0.00	39,588.57	-39,588.57
Fund: 614 - Eastview Fund Surplus (Deficit):	0.00	0.00	0.00	-22,878.57	22,878.57
Total Surplus (Deficit):	0.00	0.00	-88,129.35	-394,791.96	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	Total Budget	Total Budget			Remaining
101 - General	0.00	0.00	-39,366.03	-96,449.14	96,449.14
201 - Ambulance	0.00	0.00	-518.19	-1,251.14	1,251.14
202 - SCDP Rev Loan Fund	0.00	0.00	0.00	23,328.61	-23,328.61
211 - EDA Fund	0.00	0.00	0.00	12,249.52	-12,249.52
212 - EDA Rev Loan Fund	0.00	0.00	0.00	409.83	-409.83
350 - IRP Debt Serv Fund	0.00	0.00	0.00	1,752.29	-1,752.29
351 - 2015 GO Ref Debt Serv ...	0.00	0.00	0.00	4,540.12	-4,540.12
353 - 2016 GO Ref/WT Rev D...	0.00	0.00	0.00	-143,556.25	143,556.25
401 - WTP Project Fund	0.00	0.00	0.00	-3,304.00	3,304.00
407 - Utility Extension Project..	0.00	0.00	0.00	2,455.81	-2,455.81
410 - 2024 DNR Outdoor Rec ...	0.00	0.00	0.00	-5,249.00	5,249.00
420 - Culture & Rec Capital F...	0.00	0.00	0.00	-2,089.12	2,089.12
425 - Bldg & Capital Capital F...	0.00	0.00	0.00	-45,120.45	45,120.45
601 - Water Fund	0.00	0.00	-12,988.96	13,276.90	-13,276.90
602 - Sewer Fund	0.00	0.00	-13,885.83	-18,330.13	18,330.13
603 - Sanitation Fund	0.00	0.00	0.00	-11,194.02	11,194.02
604 - Electric Fund	0.00	0.00	-14,394.28	-33,337.00	33,337.00
605 - Storm Sewer Fund	0.00	0.00	-26.50	-48,313.63	48,313.63
609 - Liquor Fund	0.00	0.00	-6,949.56	-21,732.59	21,732.59
614 - Eastview Fund	0.00	0.00	0.00	-22,878.57	22,878.57
Total Surplus (Deficit):	0.00	0.00	-88,129.35	-394,791.96	

CITY COUNCIL CHECKLIST

2/21/2025

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	Progress Notes	COMPLETE
Downtown Renovation Fund	1/1/2022	Meyer	CM,	Reserve Fund \$20,369	
EDA CIP Program	1/1/2022	EDA	EDA	Applications out for 2025 Projects	
Downtown Open Space-Block 48	9/19/2022	Conroy	CM EDA	Consider for downtown apartments	
Daycare Performance/EDA Appropriation	9/1/2017	EDA	Community	Stakeholder Meetings have resumed - Met January 29th	
Infrastructure North Expansion	9/1/2021	Council	CM, PW	Change Order to address unlinable laterals	
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Reimbursement Request Sent 50% of project \$56,000	
Slen Park Improvements - DNR	7/2/2021	Conroy	CM, Parks	USTA reviewing 50% plans, Fundraise Comm Mid March-April	
Welcome Sign East Entrance	8/20/2022	Zahbrock	CM, PZ, AC	Quick Signs of Willmar - Mock Ups	
Carneige Library Roof	1/1/2022	Parks	Manager	Reimbursement Request Sent \$50,000	
Water Treatment Rehab	1/1/2024	All	Public Works	1st Review with Water Department	
Housing Grant Applications	2/1/2025	All	CM, EDA	School Challenge and LHTE have March Applications	
Housing Grant Applications	2/1/2025	All	CM, EDA	Tier II Cities, Infrastructure, Impact Fund, and Workforce Housing	

ORDINANCE NO. 389

ORDINANCE ESTABLISHING A LOCAL HOUSING TRUST FUND TO PROVIDE GRANTS & LOANS FOR THE DEVELOPMENT, REHABILITATION AND FINANCING OF HOUSING

The City of Madison, Minnesota does hereby ordain:

Section 1. HOUSING TRUST FUND FOR LOCAL HOUSING DEVELOPMENT

- (A) *Purpose and Intent.* Pursuant to the authority granted to the City under Minn. Stat. § 462C.16, a Local Housing Trust Fund is established to provide loans and grants to encourage the creation of affordable housing for rental housing and owner-occupied housing, to promote the preservation of existing affordable housing and naturally occurring affordable housing, and to provide rental assistance and homeownership assistance to persons in need.
- (B) *Funding Sources.* Pursuant to Min. Stat. § 462C.16, subd. 4, as determined by the City Council, the Housing Trust Fund may be funded from multiple sources, which may include, but are not limited to the following:
- (1) Funds from the City's Housing and Redevelopment Authority (HRA).
 - (2) Private cash donations from individuals, organizations, and businesses designated for the Housing Trust Fund.
 - (3) Grants and loans from a federal, state or local government or other private sources.
 - (4) Bond proceeds.
 - (5) Matching funds from a federal or state Housing Trust Fund; or a state program designated to fund a Housing Trust Fund.
 - (6) Principal and interest from Local Housing Trust Fund loan repayments and all other income from Local Housing Trust Fund activities, including, but not limited to, investment earnings.
 - (7) The sale of real and personal property as approved and as designated by the City Council.
 - (8) Local government appropriations, development fees and other funds as designated from time to time by the city council.
 - (9) Tax increment financing (TIF) pooled funds.
 - (10) Other sources of funding approved by the City Council.
- (C) *Use of Funds.* The Housing Trust Fund may only be used for the following:
- (1) Financial support to nonprofit affordable housing providers and/or the HRA in their mission to provide safe, dignified, affordable and supportive housing.
 - (2) Projects designed for the purpose of construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing.
 - (3) Housing developed or rehabilitated with funds under this program must be affordable to the local work force.
 - (4) Projects are prioritized that provide affordable housing to households.
- (D) *Oversight of the Housing Trust Fund.* The City Manager, or their designee, will administer and supervise the Housing Trust Fund account.

Section 2. Effective Date. This section becomes effective on the date of its publication.
Duly passed and adopted this 24th day of February, 2025.

Mayor

ATTEST:

City Clerk

Published in the Western Guard on _____.

OFFICIAL SUMMARY OF ORDINANCE NO. 389

**ORDINANCE ESTABLISHING A LOCAL HOUSING TRUST FUND
TO PROVIDE GRANTS & LOANS FOR THE
DEVELOPMENT, REHABILITATION AND FINANCING OF HOUSING**

The following is the official summary of Ordinance No. _____, which was passed by the City Council of Madison, Minnesota, on February 24, 2025.

The Ordinance allows the City create a Housing Trust Fund to make grants, loans and loan guarantees for the development, rehabilitation or financing of housing in the City that may be funded by state/federal grants, appropriations by the city, and private donations from individuals and businesses.

A printed copy of this Ordinance is available for inspection by any person at the office of the city clerk during normal business hours. The summary was approved by the City Council of Madison, Minnesota, on February 24, 2025.

/s/ City Clerk



Memo

To: Mayor Meyer, City Council
From: City Deputy Clerk Treasurer
Date: February 24, 2025
Re: Ambulance Billing

Background:

It is no secret that ambulance billing has been a real struggle for many years now.

When I started in 2017, the Madison Hospital was doing our billing for us. This was not working very well as ambulance billing is very different from Hospital billing, I hear. The main problem with all of this ambulance billing, I believe, is the biller gets paid when they submit the claim even if it gets denied. And then, the insurance companies deny every claim that they possibly can!

In 2017, we went through a transition from Madison Hospital to Advantage Billing Concepts. They were very good right away at getting some of our old claims paid. I worked with a Tiffany Schleppegrell, who was awesome. Side note - she quit and I see she has created a very successful ambulance billing company, Hometown Billing. Then Advantage Billing Concepts changed their name to Expert T Billing in 2018. Then they changed from Expert T Billing to Expert Billing in 2022. Now in 2025 they are changing from Expert Billing to Expert Ambulance Billing. Throughout 2022, I was working with the owner, Brian Brosdahl, and it was evident very that he and his company were not taking care of our claims after submitting.

Then, for the first many months in 2023, I could not get ahold of anybody at this company and ended up sending some harsh emails to get a response. In fall of 2023, Shelby and Deedra were hired and changed everything! In the past year, they were able to go through every outstanding claim and finalize each one by getting it paid, sent to collections or written off. They also gave some advice to the EMT's as to how to submit claims better so the claims can get paid the first time sent. This has made a huge difference too!

However, there are still many things that are not happening correctly in the company that these gals are not ok with. They believe Brian keeps changing the name to avoid backlash and getting sued. The company has a D+ Better Business Bureau rating.

So, Shelby and Deedra, along with another co-worker, Chris, at the now named Expert Ambulance Billing are going together to start their own ambulance billing company, Midwest EMS Billing, LLC. They plan to start their company April 1st and have sent a contract to us for review if we want to make this transition with them. They said they would make this transition very easy for us. After discussing with Scott Shake, previous Ambulance Chief and Matt Carmody, current Ambulance Chief, we all believe this is the choice that we would all recommend.

Discussion/Recommendation:

Ambulance Service Billing Agreement

Midwest EMS Billing, LLC

And

City of Madison Ambulance Service

This agreement for service commencing on _____ between City of Madison Ambulance Service a ("CUSTOMER") and Midwest EMS Billing, LLC ("CONTRACTOR") shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

1. CONTRACTOR SERVICES AND OBLIGATIONS

1.1 The CONTRACTOR agrees to provide and furnish ambulance billing services for the accounts receivable of the CUSTOMER as follows:

1.1.1 Preparation of initial and the appropriate follow up statements for all accounts and mailing to responsible parties.

1.1.2 Review of each PCR to apply appropriate diagnosis, CPT and Procedure codes includes submission of claims to all insurance companies, including Medicare, Medicaid, VA, commercial and private insurance providers in compliance with CMS rules and regulations.

1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.

1.1.4 Issue up to two (2) billing statements on each account and one (1) Final Notice

1.1.5 Perform telephone follow-up calls on accounts to patients, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.

1.1.7 All accounts where a final notice (90 days) has been issued and no payment(s) received will be returned to the CUSTOMER or Per CUSTOMER authorization refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.

1.1.8 All accounts authorized for collection agency or law firm handling and as permitted under MN State Statute 270 A, shall be submitted to the Minnesota Department of Revenue and certified for collection per the Minnesota Revenue Recapture Act by CUSTOMER.

1.1.9 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month. CUSTOMER may request additional or customized reports at an additional cost per report.

1.1.10 Respond to inquiries from individuals who have received ambulance services which are related to their accounts and balances due.

1.1.11 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER'S designee.

1.1.12 Perform and maintain a computer back-up of accounts receivable records on a daily basis.

1.1.13 At the termination of this 609gd bsw3sagreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).

1.1.14 Train and, where required, license CONTRACTOR personnel to provide

services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR'S sole expense and, upon request, provide the CUSTOMER with evidence thereof.

1.1.15 Maintain a general liability insurance policy with a contract liability rider of \$2,000,000 annual aggregate and \$1,000,000 per occurrence, which amounts and policy are subject to change as deemed commercially reasonable by CONTRACTOR or CONTRACTOR'S insurance company. The CUSTOMER shall be named as an additional insured on the policy.

2. CUSTOMER OBLIGATIONS

2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following: *As shown in Schedule A*

2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible electronic Patient Care Reports.

2.1.2 When available, hospital admission face sheets including insurance information and other information, including patient signatures, which may be available and legally obtainable for individuals receiving ambulance service when necessary for billing purposes, physician certified statements (PCS) and advance beneficiary notice (ABN) when applicable. See Schedule A for detailed list

2.1.3 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.

2.1.4 Payment as required under Article Three of this agreement.

3. PAYMENT FOR SERVICES

3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of \$35.00 per each incident provided by CUSTOMER to CONTRACTOR. The CUSTOMER agrees to pay for services by the CONTRACTOR at the rate of \$20.00 for each Record Request completed. Pricing will be reviewed and potentially adjusted every 2 years.

3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

4. TERM, DEFAULT, AND TERMINATION

4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include 2 years unless terminated prior to that date pursuant to this Article Four.

4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.

4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.

4.4 CONTRACTOR shall not be deemed to be in default under this agreement until

CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

5. INDEMNIFICATION

5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.

5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

6. GENERAL PROVISIONS

6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.

6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.

6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Minnesota.

6.4 This agreement may be amended or modified only in writing and signed by both parties.

6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.

6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.

6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if e-mailed to chris@midwestemsbilling.org or sent by United States mail, addressed as follows:

If to CONTRACTOR to:

MIDWEST EMS Billing, LLC
Christopher Bodensadt
Po Box 8
West Branch, IA 52358

If to CUSTOMER to: **City of Madison Ambulance Service**, 404 6th Ave, Madison MN, 56256

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Invoices sent by CONTRACTOR to CUSTOMER shall be sent via regular mail to the address set forth above, as may be changed from time to time by CUSTOMER or by email as designated by the CUSTOMER.

6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from CUSTOMER of less than the monthly payments herein stipulated shall be deemed to be other than a partial payment on account for

any due and unpaid amounts; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to CONTRACTOR shall be deemed an accord and satisfaction, and CONTRACTOR may accept and negotiate such check or payment without prejudice to CONTRACTOR's rights to (i) recover the remaining balance of such unpaid amounts or (ii) pursue any other remedy provided in this agreement. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

7 HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached updated HIPAA Business Associate Addendum is incorporated herein in order to satisfy the requirements of the final and/or amended regulations in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed on its behalf by its duly authorized officer or other representatives on this _____ day of _____, 20____.

{Ambulance Service} MIDWEST EMS Billing, LLC

Signature: _____ Signature: _____

Title: _____ Title: _____ Printed

Name: _____ Printed Name: _____

Date: _____ Date: _____

Schedule A

EMS Provider signatures on all patient care reports including Non Transports

Patient Signature per Medicare guidelines

Facesheet with insurance/demographics

Guarantor information for all minor patients

Complete and Accurate Physician Certified Statements for all non emergent interfacility transports

ALS run reports and/or documentation of ALS intervention by ALS provider for all ALS intercept runs

Advanced Beneficiary Notice when applicable

**CITY OF MADISON, MINNESOTA
25-14**

**STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATION FOR
SLEN PARK IMPROVEMENT PROJECT**

WHEREAS, the City has received a DNR Outdoor Recreation grant towards the Slen Park Improvement Project. Major improvements have not been made to many surfaces at Slen Park since 1996;

WHEREAS, the City is seeking to fund a portion of the local match with donations;

WHEREAS, under IRS rules and regulations, municipalities qualify as non-profit organizations and donations made to the same are deductible in the same manner of 501(c)(3) organizations;

NOW, THEREFORE, BE IT HEREBY RESOLVED, THE CITY COUNCIL hereby accepts said donation.

Upon vote taken thereon, the following voted:

For:
Against:
Absent:

Whereupon said Resolution 25-14 was declared duly passed and adopted at a regular meeting of the City of Madison on the 24th day of February, 2025

Maynard Meyer
Mayor

Attest: _____
Christine Enderson
City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 25-15**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT
FOR THE CITY**

WHEREAS, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Program”) in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

WHEREAS, the Program is limited to providing services to help obtain grant funding for one project per city.

WHEREAS, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

WHEREAS, the City of Madison (“City”) wishes to apply to the Program for support in finding grant funding for the Expansion of Fairway View (“Project”).

WHEREAS, the City recognizes that if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

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

1. The City names City Manager as its fiscal agent (“Fiscal Agent”) for the purposes of applying to the Program on behalf of the City.
2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Upon vote taken thereon, the following voted

For:

Against:

Absent:

Whereupon said Resolution No. 25-15 was declared duly passed and adopted this 24th day of February, 2025.

Maynard Meyer
Mayor

ATTEST:

Christine Enderson
City Clerk