COLBY COMMON COUNCIL
TUESDAY, MAY 2, 2023
6:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. MINUTES OF THE APRIL 18th RE-ORG MEETING
4. APPROVAL OF FINANCIAL STATEMENT AND BILLS
5. PUBLIC COMMENT (THREE MINUTE LIMIT PER INDIVIDUAL)
6. COMMITTEE REPORTS
    A. POLICE COMMISSION 4/10
    TODD SCHMIDT
    B. CITY PLANNING COMMITTEE 4/18
    TODD SCHMIDT
        1. DEVELOPMENT AGREEMENT WITH S C SWIDERSKI
        2. SIGN TO ADVERTISE CITY LOTS FOR SALE
    C. CENTRAL FIRE & EMS 4/20
    NANCY O'BRIEN
        1. AMENDMENT TO BID LIMIT TO ALLOW FOR PURCHASE OF USED PLATFORM TRUCK
7. OTHER REPORTS
    A. MAYOR
        1. CLARK COUNTY ECONOMIC DEVELOPMENT
    B. CLERK
    C. DIRECTOR OF PUBLIC WORKS
        1. BUILDING PERMIT
        2. MONTHLY WATER AND SEWER REPORTS
    D. ENGINEER
8. MATTERS FOR CONSIDERATION
    A. OPERATORS' LICENSES
    B. HIRE SUMMER HELP
    C. CHANGED ORDER #1 FROM AMERICAN ASPHALT FOR PAVING RAIL ROAD CROSSING
    D. COMMITTEE MEETINGS FOR MAY
9. ADJOURN

Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities. Please contact the City Clerk's Office at (715) 223-4435 or e-mail: clerk@cityofcolby.org.

The re-organizational meeting of the Colby Common Council was called to order at 6:30 P.M. by Mayor James Schmidt. On roll call: T Schmidt, Baumgartner, Hesgard, Hederer, Lindeman. O'Brien was absent. Also present were Clerk Connie Gurtner and DPW Higley.

Agenda was posted by the clerk. The agenda will stand as the order of the meeting.

Minutes Motion was made by Hederer, seconded by Hesgard to approve the minutes from the April 4th council meeting as presented. Motion carried with a voice vote.

Report from Mayor Schmidt: Mayor Schmidt reviewed the progress in the City of Colby in 2022. Mayor Schmidt also thanked the council for their year of hard work in 2022.

Adjournment of the Old Council: Motion was made by Hederer, seconded by Hesgard to adjourn the old council at 6:35 P.M. Motion carried with a voice vote.

New Council: Meeting was called to order by Mayor Schmidt at 6:36 P.M. On roll call: T Schmidt, Baumgartner, Hesgard, Hederer and Lindeman. O'Brien was absent.

Election of Council President: Hesgard nominated Todd Schmidt for Council President. Motion was made by Hederer, seconded by Hesgard to close nominations and cast a unanimous ballot for Todd Schmidt as council president. Motion carried with a voice vote.

Election of Council Vice-President: Schmidt nominated Randy Hesgard for Vice President. Motion was made by Hederer, seconded by Lindeman to close nominations and case a unanimous ballot for Randy Hesgard as Vice President. Motion carried with a voice vote.

Designation of Public Depositories: Motion was made by Hederer, seconded by Hesgard to designate the Nicolet National Bank, Forward Bank and the Wisconsin Local Government Pooled Investment Fund as public depositories - monies to be deposited at the clerk's discretion. Motion carried with a voice vote.

Official Newspaper: Motion was made by Schmidt, seconded by Baumgartner to designate the Tribune Phonograph as the official newspaper of the city council. Motion carried with a voice vote.

Committee Appointments by the Mayor as follows:

Finance/Budget: Mayor and entire Council
City Planning/Econ Dev/RLF: T Schmidt - O'Brien – Lindeman
Parks/Recreation/Recycling: O'Brien – Schmidt – Baumgartner
Personnel/Labor Relations: Lindeman – O'Brien – Hesgard
Public Works: Hederer – Lindeman - Baumgartner
Police: Schmidt - Hederer – Hesgard

Motion was made by Schmidt, seconded by Hederer to approve the Mayor's committee appointments as presented. Motion carried with a voice vote.

Legal Counsel: Mayor Schmidt appointed Wolfgram, Gamoke and Hutchinson S.C. as the City Attorney as needed with William Gamoke as the contact attorney at this firm. Motion was made by Hesgard, seconded by Schmidt to approve the appointment. Motion carried with a voice vote.

Board of Review: Mayor Schmidt appoints Jason Lindeman and Collin Stuttgen for a three year terms on the Board of Review. Motion was made by Hederer, seconded by Baumgartner to approve this appointment. Motion carried with a voice vote.

Clark County Economic Development Representative: Mayor Schmidt appointed himself to serve as the Clark County Economic Development Representative for the City of Colby. Motion was made by Hederer, seconded by Hesgard to approve this appointment. Motion carried with a voice vote.

Board of Appeal Member: Mayor Schmidt appoints Doug Newman and Jason Lindeman to serve as members for three year term. Motion was made by Hederer, seconded by Baumgartner to approve this appointment. Motion carried with a voice vote.

Zoning Administrator: Mayor Schmidt appointed Harland Higley Jr. to serve as the Zoning Administrator for the City of Colby. Motion was made by Hederer, seconded by Hesgard to approve this appointment. Motion carried with a voice vote.

Central Fire Board Member: Mayor Schmidt appointed Nancy O'Brien as the city representative and Todd Schmidt as the alternate. Motion was made by Hederer, seconded by Baumgartner to approve these appointments. Motion carried with a voice vote.

Picnic License – St. Mary's School CHSA, Art Extravaganza, 4-28-23: Motion was made by Hederer, seconded by Lindeman to approve as presented. Motion carried with a voice vote.

Picnic License – Colby Lion's Club, Smelt Feed, 4-26-23: Motion was made by Schmidt, seconded by Hesgard to approve as presented. Motion carried with a voice vote.

Adjourn: Motion was made by Hesgard, seconded by Hederer to adjourn at 7:01 P.M. Motion carried with a voice vote.

Approved ______________________
James W Schmidt, Mayor

Attest __________________________
Connie Gurtner, Clerk

Fund: 100 - GENERAL FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
100-00-41110-000-000	GENERAL PROPERTY TAXES	0.00	686,957.03	686,957.00	0.03	100.00
100-00-41112-000-000	PERSONAL PROPERTY TAX AID	0.00	0.00	7,200.00	-7,200.00	0.00
100-00-41140-000-000	MOBILE HOME FEES	1,099.28	4,376.01	10,000.00	-5,623.99	43.76
100-00-41310-000-000	TAX FROM MUNICIPAL WATER UTIL.	10,000.00	40,000.00	120,000.00	-80,000.00	33.33
100-00-41330-000-000	FRANCHISE FEES--CABLE TV CO.	0.00	2,302.95	14,000.00	-11,697.05	16.45
100-00-41331-000-000	TAX REBATE ON GAS/DIESEL	590.41	950.03	1,000.00	-49.97	95.00
100-00-41800-000-000	INTEREST/PENALTIES ON TAXES	0.00	21.59	0.00	21.59	0.00
TAXES		11,689.69	734,607.61	839,157.00	-104,549.39	87.54
100-00-43410-000-000	STATE SHARED TAXES	0.00	0.00	453,535.00	-453,535.00	0.00
100-00-43530-000-000	TRANSPORTATION AIDS	30,225.28	60,450.56	121,000.00	-60,549.44	49.96
100-00-43580-000-000	STATE COMPUTER AID	0.00	0.00	4,500.00	-4,500.00	0.00
100-00-43590-000-000	STATE RECYCLING RECEIPTS	0.00	0.00	5,000.00	-5,000.00	0.00
100-00-43693-000-000	RESERVES FROM PREVIOUS BUDGETS	0.00	0.00	5,000.00	-5,000.00	0.00
INTERGOVERNMENTAL REVENUES		30,225.28	60,450.56	589,035.00	-528,584.44	10.26
100-00-44100-000-000	BUSINESS & OCCUPATIONAL LIC.	17.00	23.00	3,000.00	-2,977.00	0.77
100-00-44201-000-000	NON-BUSINESS LICENSE--DOGS	11.00	35.25	500.00	-464.75	7.05
100-00-44300-000-000	BUILDING PERMITS	35.00	45.00	1,000.00	-955.00	4.50
LICENSES AND PERMITS		63.00	103.25	4,500.00	-4,396.75	2.29
100-00-45101-000-000	PARKING VIOLATIONS	100.00	475.00	1,000.00	-525.00	47.50
100-00-45110-000-000	LAW & ORDINANCE VIOLATIONS	1,084.58	4,060.21	10,000.00	-5,939.79	40.60
100-00-45200-000-000	AWARDS AND/OR DAMAGES	0.00	158,477.26	2,000.00	156,477.26	7,923.86
FINES-FORFEITS-PENALTIES		1,184.58	163,012.47	13,000.00	150,012.47	1,253.94
100-00-46100-000-000	MISC. PUBLIC CHARGES FOR SERV.	540.00	3,052.80	8,500.00	-5,447.20	35.92
100-00-46420-000-000	GARBAGE/RECYCLING RECEIPTS	235.24	21,454.33	86,000.00	-64,545.67	24.95
100-00-46421-000-000	GARBAGE PENALTIES/FORFEITS	93.45	385.92	1,000.00	-614.08	38.59
100-00-46440-000-000	WEED CONTROL	0.00	0.00	500.00	-500.00	0.00
PUBLIC CHARGES FOR SERVICES		868.69	24,893.05	96,000.00	-71,106.95	25.93
100-00-48100-000-000	INTEREST	722.95	3,091.75	7,000.00	-3,908.25	44.17
100-00-48200-000-000	RENT-MUNICIPAL BUILDINGS	0.00	2,878.00	14,000.00	-11,122.00	20.56
100-00-48300-000-000	PROPERTY SALES	33,500.00	33,500.00	0.00	33,500.00	0.00
100-00-48500-000-000	DONATIONS, ETC.	4,600.00	9,600.00	500.00	9,100.00	1,920.00
MISCELLANEOUS REVENUES		38,822.95	49,069.75	21,500.00	27,569.75	228.23
100-00-49100-000-000	NOTES/DEBT PROCEEDS	0.00	0.00	60,000.00	-60,000.00	0.00
OTHER FINANCING SOURCES		0.00	0.00	60,000.00	-60,000.00	0.00
Total Revenues		82,854.19	1,032,136.69	1,623,192.00	-591,055.31	63.59

Fund: 100 - GENERAL FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
100-00-51001-000-000	SALARIES	552.50	2,535.00	8,000.00	5,465.00	31.69
100-00-51001-045-000	UNIFORMS	643.94	1,298.50	3,000.00	1,701.50	43.28
100-00-51001-046-000	SICK LVE ACCUM PAY - WAGES	0.00	1,095.81	1,000.00	-95.81	109.58
100-00-51002-000-000	SOCIAL SECURITY CITY SHARE	947.34	7,753.39	19,100.00	11,346.61	40.59
100-00-51100-000-000	COUNCIL	226.87	985.33	1,000.00	14.67	98.53
100-00-51100-302-000	COUNCIL WAGES - MEMBERS	400.00	2,500.00	10,000.00	7,500.00	25.00
100-00-51100-303-000	COUNCIL WAGES - EMP AT MEETING	275.47	1,125.38	1,800.00	674.62	62.52
100-00-51300-000-000	LEGAL	2,509.50	3,614.04	7,000.00	3,385.96	51.63
100-00-51410-303-000	MAYOR - WAGES	300.00	1,300.00	5,000.00	3,700.00	26.00
100-00-51420-040-000	OFFICE EXPENSES	429.56	2,629.84	7,000.00	4,370.16	37.57
100-00-51420-050-000	PRINTING	161.50	803.47	3,500.00	2,696.53	22.96
100-00-51420-070-000	CLERK - SCHOOLING	0.00	999.00	2,000.00	1,001.00	49.95
100-00-51420-304-000	CLERK - WAGES	2,521.70	13,179.36	38,000.00	24,820.64	34.68
100-00-51431-000-000	INDIVIDUAL RETIREMENT ACCOUNT	1,498.05	8,008.44	15,000.00	6,991.56	53.39
100-00-51432-000-000	HEALTH INSURANCE	10,812.03	37,887.03	67,000.00	29,112.97	56.55
100-00-51432-003-000	HEALTH INSURANCE	0.00	205.00	300.00	95.00	68.33
100-00-51440-000-000	ELECTIONS	184.36	743.62	1,000.00	256.38	74.36
100-00-51440-305-000	ELECTIONS - WAGES	3,112.99	5,583.33	8,000.00	2,416.67	69.79
100-00-51450-000-000	COMPUTER EXPENSES	0.00	4,159.49	3,500.00	-659.49	118.84
100-00-51510-000-000	AUDITING	7,837.50	7,837.50	11,000.00	3,162.50	71.25
100-00-51530-000-000	ASSESSOR/BOARD OF REVIEW	0.00	0.00	14,000.00	14,000.00	0.00
100-00-51600-000-000	CITY HALL	939.47	3,317.71	7,000.00	3,682.29	47.40
100-00-51600-001-000	CITY HALL - CLEANING	605.00	1,666.87	5,000.00	3,333.13	33.34
100-00-51600-306-000	CITY HALL - WAGES	731.25	3,403.78	11,000.00	7,596.22	30.94
100-00-51930-000-000	INSURANCE PREMIUMS	0.00	18,077.28	15,000.00	-3,077.28	120.52
GENERAL GOVERNMENT		34,689.03	130,709.17	264,200.00	133,490.83	49.47
100-00-52100-000-000	POLICE	33,184.25	132,737.00	398,211.00	265,474.00	33.33
100-00-52100-331-000	POLICE - WAGES	310.27	1,492.82	5,000.00	3,507.18	29.86
100-00-52200-000-000	FIRE PROTECTION	13,457.52	26,915.04	53,830.00	26,914.96	50.00
100-00-52200-330-000	FIRE PROTECTION - WAGES	451.49	1,552.27	6,000.00	4,447.73	25.87
100-00-52201-000-000	FIRE RUNS/BUILDING REPAIRS	105.17	1,157.53	1,000.00	-157.53	115.75
100-00-52210-000-000	HYDRANT RENTAL	9,462.00	37,848.00	110,000.00	72,152.00	34.41
PUBLIC SAFETY		56,970.70	201,702.66	574,041.00	372,338.34	35.14
100-00-53230-000-000	SHOP	1,456.18	5,773.93	15,000.00	9,226.07	38.49
100-00-53230-001-000	SHOP - CLEANING	0.00	566.44	3,000.00	2,433.56	18.88
100-00-53230-310-000	SHOP - WAGES	767.13	7,337.97	21,000.00	13,662.03	34.94
100-00-53231-319-000	BUILDING PERMITS - WAGES	0.00	0.00	500.00	500.00	0.00
100-00-53240-150-000	GAS/OIL	2,375.66	6,895.22	20,000.00	13,104.78	34.48
100-00-53240-160-000	MACHINE REPAIRS	0.00	2,230.65	6,000.00	3,769.35	37.18
100-00-53240-161-000	TIRES - TIRE REPAIRS	0.00	0.00	4,000.00	4,000.00	0.00
100-00-53240-170-000	MACH/EQUIP - PARTS	6,046.14	8,119.49	9,000.00	880.51	90.22
100-00-53240-311-000	MACH/EQUIP - WAGES	2,437.04	14,275.93	35,000.00	20,724.07	40.79
100-00-53300-210-000	STREET CLEANING	0.00	0.00	10,000.00	10,000.00	0.00
100-00-53300-211-000	TOP DRESS/CRACK FILL	528.96	528.96	33,325.00	32,796.04	1.59
100-00-53300-215-000	GRANITE	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53300-220-000	ICE CONTROL	2,405.76	2,421.56	5,000.00	2,578.44	48.43
100-00-53300-225-000	DUST CONTROL	0.00	0.00	1,900.00	1,900.00	0.00
100-00-53300-230-000	CURB & GUTTER	0.00	0.00	1,000.00	1,000.00	0.00
100-00-53300-309-000	STREET MAINT - WAGES	1,286.62	2,629.09	10,000.00	7,370.91	26.29

Fund: 100 - GENERAL FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
100-00-53300-312-000	STREET MAIN - SNOW/ICE - WAGES	1,249.35	21,570.39	20,700.00	-870.39	104.20
100-00-53300-330-000	STREET MAINT - C/G - WAGES	0.00	0.00	1,000.00	1,000.00	0.00
100-00-53412-000-000	TRAFFIC CONTROL	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53412-313-000	TRAFFICE CONTROL - WAGES	62.69	62.69	3,500.00	3,437.31	1.79
100-00-53420-000-000	STREET LIGHTING	1,963.56	6,163.21	20,000.00	13,836.79	30.82
100-00-53420-314-000	STREET LIGHTING - WAGES	277.28	304.07	2,000.00	1,695.93	15.20
100-00-53430-000-000	SIDEWALKS	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53430-314-000	SIDEWALKS - WAGES	218.34	2,917.74	3,000.00	82.26	97.26
100-00-53440-000-000	STORM SEWERS	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53440-315-000	STORM SEWERS - WAGES	221.07	903.72	7,000.00	6,096.28	12.91
100-00-53620-000-000	GARBAGE COLLECTION CONTRACT	4,684.26	14,146.47	57,000.00	42,853.53	24.82
100-00-53621-000-000	GARBAGE/COMPOST EXPENSES	0.00	0.00	7,500.00	7,500.00	0.00
100-00-53621-316-000	GARBAGE/COMPOST EXP - WAGES	505.65	2,068.70	6,000.00	3,931.30	34.48
100-00-53630-316-000	COMPOSTING - WAGES	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53631-000-000	RECYCLING EXPENSES	2,418.44	7,303.69	29,000.00	21,696.31	25.19
100-00-53631-316-000	RECYCLING EXPENSES -WAGES	0.00	26.79	500.00	473.21	5.36
100-00-53640-000-000	WEED - TREE/BRUSH CONTROL	0.00	0.00	2,000.00	2,000.00	0.00
100-00-53640-316-000	WEED - TREE/BRUSH - WAGES	2,595.54	4,919.99	8,000.00	3,080.01	61.50
100-00-53641-316-000	WEED CONTROL - WAGES	0.00	0.00	2,000.00	2,000.00	0.00
PUBLIC WORKS		31,499.67	111,166.70	359,925.00	248,758.30	30.89
100-00-54910-000-000	CEMETERY	0.00	4,755.00	4,760.00	5.00	99.89
HEALTH & HUMAN SERVICES		0.00	4,755.00	4,760.00	5.00	99.89
100-00-55100-320-000	LIBRARY - WAGES	166.26	1,396.61	4,000.00	2,603.39	34.92
100-00-55200-270-000	PARK EXPENSES	475.28	963.58	4,000.00	3,036.42	24.09
100-00-55200-285-000	BALL PARK	77.55	233.30	3,000.00	2,766.70	7.78
100-00-55200-321-000	PARK/REC - WAGES	1,901.99	3,351.77	30,000.00	26,648.23	11.17
CULTURAL, REC & EDUCATION		2,621.08	5,945.26	41,000.00	35,054.74	14.50
100-00-56300-000-000	PLANNING-GRANT WRITING	0.00	0.00	15,000.00	15,000.00	0.00
100-00-56700-000-000	ECONOMIC DEVELOPMENT	0.00	2,913.50	12,000.00	9,086.50	24.28
ECONOMIC ENVIRONMENT & DEVELOP		0.00	2,913.50	27,000.00	24,086.50	10.79
100-00-57330-350-000	STREET CONST - WAGES	67.71	127.18	0.00	-127.18	0.00
100-00-57460-000-000	PARKS-REC-CELEBRATIONS	6,412.00	6,412.00	0.00	-6,412.00	0.00
CAPITAL OUTLAY		6,479.71	6,539.18	0.00	-6,539.18	0.00
100-00-58100-000-000	PRINCIPAL	156,263.16	156,263.16	233,700.00	77,436.84	66.86
100-00-58200-000-000	INTEREST	23,511.86	23,511.86	50,600.00	27,088.14	46.47
DEBT SERVICE		179,775.02	179,775.02	284,300.00	104,524.98	63.23
100-00-59201-000-000	TRANSFER TO LIBRARY	0.00	0.00	67,576.00	67,576.00	0.00
100-00-59204-000-000	CONTINGENCY FUND	0.00	0.00	390.00	390.00	0.00
OTHER FINANCING USES		0.00	0.00	67,966.00	67,966.00	0.00
Total Expenses		312,035.21	643,506.49	1,623,192.00	979,685.51	39.64

Fund: 100 - GENERAL FUND

Account Number	2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
Net Totals	-229,181.02	388,630.20	0.00	-388,630.20	

Fund: 110 - CAPITAL FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
110-00-49100-000-000	NOTES/DEBT PROCEEDS	0.00	0.00	510,100.00	-510,100.00	0.00
OTHER FINANCING SOURCES		0.00	0.00	510,100.00	-510,100.00	0.00
Total Revenues		0.00	0.00	510,100.00	-510,100.00	0.00

Fund: 110 - CAPITAL FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
110-00-57160-017-000	CODIFY ORDINANCES	0.00	0.00	2,000.00	2,000.00	0.00
110-00-57320-000-000	MACHINERY/EQUIPMENT	0.00	63,891.00	60,000.00	-3,891.00	106.49
110-00-57330-000-000	STREET CONSTRUCTION	0.00	0.00	160,000.00	160,000.00	0.00
110-00-57330-301-000	COMMUNITY DRIVE	-13,988.62	-15,222.62	0.00	15,222.62	0.00
110-00-57330-302-000	N 2ND STREET	-45,121.25	-44,470.25	0.00	44,470.25	0.00
110-00-57460-000-000	PARKS-REC-CELEBRATIONS	4,525.00	4,525.00	26,100.00	21,575.00	17.34
110-00-57600-000-000	SHOP	24,225.00	28,725.00	262,000.00	233,275.00	10.96
CAPITAL OUTLAY		-30,359.87	37,448.13	510,100.00	472,651.87	7.34
Total Expenses		-30,359.87	37,448.13	510,100.00	472,651.87	7.34
Net Totals		30,359.87	-37,448.13	0.00	37,448.13	

Fund: 120 - TIF DISTRICT #3

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
120-00-41120-000-000	TAX INCREMENT REVENUE	0.00	444.99	0.00	444.99	0.00
TAXES		0.00	444.99	0.00	444.99	0.00
120-00-48100-000-000	INTEREST	395.42	1,424.78	0.00	1,424.78	0.00
MISCELLANEOUS REVENUES		395.42	1,424.78	0.00	1,424.78	0.00
Total Revenues		395.42	1,869.77	0.00	1,869.77	0.00

Fund: 120 - TIF DISTRICT #3

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
120-00-51901-000-000	ADMINISTRATIVE EXPENSES	0.00	300.00	0.00	-300.00	0.00
GENERAL GOVERNMENT		0.00	300.00	0.00	-300.00	0.00
Total Expenses		0.00	300.00	0.00	-300.00	0.00
Net Totals		395.42	1,569.77	0.00	-1,569.77	

Fund: 200 - WATER DEPARTMENT

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
200-00-46411-000-461	SALES OF WATER TO CUSTOMERS	-1,190.93	73,045.93	300,000.00	-226,954.07	24.35
200-00-46411-000-462	SALES OF WATER TO CUSTOMERS	686.40	2,691.60	10,000.00	-7,308.40	26.92
200-00-46411-000-463	SALES OF WATER TO CUSTOMERS	9,462.00	37,848.00	110,000.00	-72,152.00	34.41
200-00-46412-000-470	OTHER OPERATING REVENUES	141.29	578.79	1,500.00	-921.21	38.59
200-00-46412-000-474	OTHER OPERATING REVENUES	1,300.00	3,930.00	20,000.00	-16,070.00	19.65
200-00-46413-000-419	INTEREST INCOME	930.75	3,373.07	3,000.00	373.07	112.44
200-00-46413-000-421	MISCELLANEOUS	0.00	1,903.25	0.00	1,903.25	0.00
200-00-46413-000-475	FROM PREVIOUS YR BUDGET	0.00	0.00	20,000.00	-20,000.00	0.00
PUBLIC CHARGES FOR SERVICES		11,329.51	123,370.64	464,500.00	-341,129.36	26.56
200-00-49100-000-000	NOTES/DEBT PROCEEDS	0.00	0.00	680,000.00	-680,000.00	0.00
OTHER FINANCING SOURCES		0.00	0.00	680,000.00	-680,000.00	0.00
Total Revenues		11,329.51	123,370.64	1,144,500.00	-1,021,129.36	10.78

Fund: 200 - WATER DEPARTMENT

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
200-00-53520-000-620	GENERAL SALARIES	8,466.96	21,116.00	77,000.00	55,884.00	27.42
200-00-53520-000-621	ADMIN SALARIES	1,241.13	3,087.63	13,000.00	9,912.37	23.75
200-00-53520-000-622	POWER FOR PUMPING	2,289.89	5,349.63	16,000.00	10,650.37	33.44
200-00-53520-000-623	SUPPLIES & EXPENSE	123.82	608.33	6,000.00	5,391.67	10.14
200-00-53520-000-624	CROSS CONNECTION INSPECTIONS	254.00	762.00	3,200.00	2,438.00	23.81
200-00-53520-000-626	GAS HEAT	232.03	700.56	1,200.00	499.44	58.38
200-00-53520-000-636	COMPUTER EXPENSES	2,200.00	3,212.50	2,000.00	-1,212.50	160.63
200-00-53520-000-637	AUDIT EXPENSES	3,918.75	3,918.75	6,000.00	2,081.25	65.31
200-00-53520-000-831	MAINT WATER PLANT	0.00	0.00	1,000.00	1,000.00	0.00
200-00-53520-000-832	MAINT/REPAIR WELLS	0.00	132.56	7,000.00	6,867.44	1.89
200-00-53520-000-833	MAINT-WATER SYSTEM	1,059.15	1,119.13	2,000.00	880.87	55.96
200-00-53530-000-631	CHEMICALS - TREATMENT	0.00	1,468.99	10,000.00	8,531.01	14.69
200-00-53540-000-650	MAINT - WATER TOWERS	0.00	0.00	1,800.00	1,800.00	0.00
200-00-53580-000-408	TAXES (SS)	742.67	1,851.58	6,000.00	4,148.42	30.86
200-00-53580-000-409	UTILITY TAXES	0.00	0.00	120,000.00	120,000.00	0.00
200-00-53580-000-681	OFFICE SUPPLIES & EXP	0.00	949.50	2,200.00	1,250.50	43.16
200-00-53580-000-684	INSURANCE EXPENSE	0.00	10,583.94	10,000.00	-583.94	105.84
200-00-53580-000-686	BENEFITS - IRA/INS	2,438.01	7,926.69	42,000.00	34,073.31	18.87
200-00-53580-000-688	REG COMMISSION (PSC)	0.00	0.00	1,000.00	1,000.00	0.00
200-00-53580-016-682	OUTSIDE LAB TESTING	28.00	84.00	7,000.00	6,916.00	1.20
200-00-53580-203-686	SCHOOLING EXP	0.00	1,097.70	2,000.00	902.30	54.89
PUBLIC WORKS		22,994.41	63,969.49	336,400.00	272,430.51	19.02
200-00-57500-000-314	WELLS & SPRINGS	0.00	0.00	30,000.00	30,000.00	0.00
200-00-57500-000-343	WATERMAIN REPLACE	10,303.95	32,202.09	680,000.00	647,797.91	4.74
200-00-57500-000-380	WATER METERS	1,305.55	1,305.55	9,000.00	7,694.45	14.51
CAPITAL OUTLAY		11,609.50	33,507.64	719,000.00	685,492.36	4.66
200-00-58100-000-100	PRINCIPAL - RD BOND ISSUE	0.00	0.00	21,000.00	21,000.00	0.00
200-00-58100-000-200	PRINCIPAL - CWF	0.00	0.00	53,271.00	53,271.00	0.00
200-00-58200-000-100	INTEREST-RD BOND ISSUE	0.00	499.89	2,030.00	1,530.11	24.63
200-00-58200-000-200	INTEREST - CWF	3,995.45	3,995.45	7,697.00	3,701.55	51.91
DEBT SERVICE		3,995.45	4,495.34	83,998.00	79,502.66	5.35
200-00-59204-000-000	CONTINGENCY FUND	0.00	0.00	5,102.00	5,102.00	0.00
OTHER FINANCING USES		0.00	0.00	5,102.00	5,102.00	0.00
Total Expenses		38,599.36	101,972.47	1,144,500.00	1,042,527.53	8.91
Net Totals		-27,269.85	21,398.17	0.00	-21,398.17	

Fund: 250 - REV.LOAN FUND

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
250-00-48100-000-000	INTEREST	31.26	109.79	0.00	109.79	0.00
MISCELLANEOUS REVENUES		31.26	109.79	0.00	109.79	0.00
Total Revenues		31.26	109.79	0.00	109.79	0.00
Net Totals		31.26	109.79	0.00	-109.79	

Fund: 300 - SEWER DEPARTMENT

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
300-00-46411-070-602	SALES OF WATER TO CUSTOMERS	-1,889.20	111,344.36	458,000.00	-346,655.64	24.31
300-00-46412-000-632	OTHER OPERATING REVENUES	791.95	3,301.45	7,000.00	-3,698.55	47.16
300-00-46412-000-635	SEPTIC HAULING DUMPING	423.36	1,561.14	8,000.00	-6,438.86	19.51
300-00-46413-000-419	INCOME ACCOUNTS	813.25	2,946.41	7,000.00	-4,053.59	42.09
PUBLIC CHARGES FOR SERVICES		139.36	119,153.36	480,000.00	-360,846.64	24.82
Total Revenues		139.36	119,153.36	480,000.00	-360,846.64	24.82

Fund: 300 - SEWER DEPARTMENT

Account Number		2023 April	2023 Actual 04/30/2023	2023 Budget	Budget Status	% of Budget
300-00-53520-000-819	GAS HEAT	1,094.42	3,753.00	5,000.00	1,247.00	75.06
300-00-53520-000-820	ELECTRICAL POWER	5,725.38	11,352.40	36,000.00	24,647.60	31.53
300-00-53520-000-821	LAB ANALYSIS EXPENSE	1,683.45	2,904.05	12,000.00	9,095.95	24.20
300-00-53520-000-822	OPER SUPPLIES & EXP	520.86	2,706.30	7,000.00	4,293.70	38.66
300-00-53520-000-825	MAINT PLANT EQUIP	666.51	791.51	2,500.00	1,708.49	31.66
300-00-53520-000-828	ADMIN SALARIES	1,241.13	3,087.63	14,000.00	10,912.37	22.05
300-00-53520-000-829	GENERAL SALARIES	8,414.75	19,159.40	76,000.00	56,840.60	25.21
300-00-53520-000-833	MAINT-COLLECTION SYS	0.00	0.00	15,000.00	15,000.00	0.00
300-00-53520-000-835	MAINT-PLANT & GROUND	371.00	3,927.38	5,000.00	1,072.62	78.55
300-00-53530-000-818	CHEMICALS - TREATMENT EXP	2,326.44	6,321.83	18,000.00	11,678.17	35.12
300-00-53580-000-408	TAXES (SS)	738.67	1,701.89	6,800.00	5,098.11	25.03
300-00-53580-000-823	TRANSPORT-SLUDGE TRUCK	0.00	0.00	25,000.00	25,000.00	0.00
300-00-53580-000-830	OFFICE SUPPLIES/EXPENSE	0.00	720.00	2,000.00	1,280.00	36.00
300-00-53580-000-836	COMPUTER EXPENSES	0.00	1,012.50	3,000.00	1,987.50	33.75
300-00-53580-000-837	AUDIT EXPENSES	3,918.75	3,918.75	5,000.00	1,081.25	78.38
300-00-53580-000-884	INSURANCE PREMIUMS	0.00	15,441.22	14,500.00	-941.22	106.49
300-00-53580-000-886	PENSIONS/BENEFITS	2,424.89	7,234.94	35,000.00	27,765.06	20.67
300-00-53580-016-682	OUTSIDE LAB TESTING	511.00	870.00	7,000.00	6,130.00	12.43
300-00-53580-017-682	ENGINEERING	437.50	437.50	0.00	-437.50	0.00
300-00-53580-022-832	ENV STANDARDS/FEES	0.00	0.00	3,200.00	3,200.00	0.00
300-00-53580-080-833	DUMPSTER SERVICE	122.01	494.95	1,400.00	905.05	35.35
300-00-53580-203-832	SCHOOLING EXPENSE	100.00	100.00	1,500.00	1,400.00	6.67
300-00-53610-000-403	DEPRECIATION EXPENSE	0.00	0.00	100,000.00	100,000.00	0.00
PUBLIC WORKS		30,296.76	85,935.25	394,900.00	308,964.75	21.76
300-00-57500-000-300	EQUIPMENT	0.00	16,888.88	75,000.00	58,111.12	22.52
CAPITAL OUTLAY		0.00	16,888.88	75,000.00	58,111.12	22.52
300-00-59204-000-000	CONTINGENCY FUND	0.00	0.00	10,100.00	10,100.00	0.00
OTHER FINANCING USES		0.00	0.00	10,100.00	10,100.00	0.00
Total Expenses		30,296.76	102,824.13	480,000.00	377,175.87	21.42
Net Totals		-30,157.40	16,329.23	0.00	-16,329.23	

TOTAL EXPENDITURES FROM FUND #100 - GENERAL FUND = $ 269,692.77

TOTAL EXPENDITURES FROM FUND #110 – CAPITAL FUND = $ 28,525.00

TOTAL EXPENDITURES FROM FUND #200 - WATER FUND = $ 274,637.60

TOTAL EXPENDITURES FROM FUND #300 - SEWER FUND = $ 26,883.09

TOTAL NET PAYROLL = $ 25,144.39

GENERAL FUND CHECKING ACCOUNT ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
18814	4/15/2023	FORWARD BANK LOAN PAYMENTS	179,775.02
18815	4/18/2023	CLARK ELECTRIC COOPERATIVE STREET LIGHTS	317.29
18816	4/18/2023	WM COPRORATE SERVICES INC REFUSE/RECYCLING	7,102.70
18817	4/18/2023	TP PRINTING CO INC PUBLISHING	161.50
18818	4/18/2023	QUALITY CONSTRUCTION OF CENTRAL WISCONSIN LLC PROGRESS PAYMENT COLD STORAGE SHED	24,000.00
18819	4/18/2023	CARDMEMBER SERVICE HAND SOAP	78.78
18820	4/18/2023	CARDMEMBER SERVICE HERBICIDE	156.08
18821	4/18/2023	CARDMEMBER SERVICE KWIK TRIP - ELECTION FOOD	11.77
18822	4/18/2023	CARDMEMBER SERVICE CTY MARKET - ELECTION FOOD	20.04
18823	4/18/2023	CARDMEMBER SERVICE PIZZA HUT - ELECTION FOOD	54.29
18824	4/18/2023	CARDMEMBER SERVICE ZOOM	16.87
18825	4/18/2023	CARDMEMBER SERVICE GMAIL FOR DOMAIN	21.00
18826	4/18/2023	CENTRAL WISCONSIN MULCH BARK	64.00
18827	4/18/2023	ERIN HENNES MILAGE FOR ELECTIONS	49.13
18828	4/18/2023	KELLEY SUPPLY INC. TOWEL/TISSUE	156.00
18829	4/18/2023	FOURMENS FARM HOME SUPPLIES	104.90
18830	4/18/2023	JAMES W SCHMIDT MILEAGE	49.13
18831	4/18/2023	UNIFIRST CORPORATION MATS/UNIFORMS	291.72
18832	4/18/2023	O'REILLY AUTOMOTIVE #4 CONNECT	5.61

GENERAL FUND CHECKING ACCOUNT ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
18833	4/18/2023	CLINT SMITH BOOTS	200.00
18834	4/18/2023	PROVISION PARTNERS FUEL	2,375.66
18835	4/18/2023	AMERICAN ASPHALT OF WISCONSIN COLD MIX	528.96
18836	4/18/2023	COLBY WATER DEPARTMENT WATER BILLS	138.56
18837	4/18/2023	RIVER COUNTRY COOP AIR FILTERS	77.11
18838	4/18/2023	MTAW GURTNER - MEMBERSHIP	60.00
18839	4/18/2023	SCHOOL DISTRICT OF COLBY MOBILE HOME LC	740.24
18840	4/18/2023	CLEAN POWER LLC APRIL 2023	605.00
18841	4/18/2023	WOLFGRAM, GAMOKE & HUTCHINSON S.C. LEGAL	2,509.50
18842	4/18/2023	CHARTER COMMUNICATIONS INTERNET/PHONE	79.97
18843	4/18/2023	JOHNSON BLOCK AND COMPANY INC AUDIT SERVICES	7,837.50
18844	4/18/2023	ABBYCOLBY CROSSINGS CHAMBER OF COMMERCE BUAMGARTNER ANNUAL MEETING	30.00
18845	4/18/2023	DISPLAY SALES COMPANY BANNERS	6,412.00
18846	4/18/2023	GLOBE LIFE	204.25
18847	4/18/2023	STAPLES BUSINESS ADVANTAGE ENVELOPES/TISSUE/LAMINATING	122.64
18848	4/18/2023	MERKEL COMPANY INC 3 NEW BALLPARK LED LIGHTS	4,525.00
18849	4/18/2023	LITHO SPECIALISTS INC ENVELOPES	172.00
18850	5/02/2023	UNIFIRST CORPORATION MATS/UNIFORMS	113.91
18851	5/02/2023	FRONTIER SHOP PHONE	184.53

GENERAL FUND CHECKING ACCOUNT ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
18852	5/02/2023	RIVER COUNTRY COOP BLADE #11	8.91
18853	5/02/2023	WE ENERGIES GAS HEAT	509.94
18854	5/02/2023	XCEL ENERGY ELECTRIC POWER	2,181.81
18855	5/02/2023	VERIZON NORTH CELL PHONE	1.14
18856	5/02/2023	JAMES W SCHMIDT ANNUAL MEETING - CCEDC	25.00
18857	5/02/2023	SECURITY HEALTH PLAN JUNE PREMIUM	12,293.78
18858	5/02/2023	CARDMEMBER SERVICE GOOGLE EMAILS	21.00
18859	5/02/2023	DELTA DENTAL OF WISCONSIN JUNE PREMIUM	846.58
18860	5/02/2023	SCHOOL DISTRICT OF COLBY MARCH MOBILE TAX	330.70
18861	5/02/2023	COLBY WATER DEPARTMENT - HYDRANT RENT MAY HYDRANT RENT	9,462.00
18862	5/02/2023	COLBY ABBOTSFORD POLICE COMMISSION MAY BUDGET	33,184.25
		Grand Total	298,217.77

WATER FUND CHECKING ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
7721	4/18/2023	FRONTIER PHONE 223-3052	59.05
7722	4/18/2023	CORE & MAIN LP AUTO READ SUPPORT	2,200.00
7723	4/18/2023	CLARK ELECTRIC COOPERATIVE POWER FOR PUMPING	408.44
7724	4/18/2023	KELLEY SUPPLY INC. TOWELS	64.77
7725	4/18/2023	WISCONSIN STATE LAB OF HYGIENE FLUORIDE TESTING	28.00
7726	4/18/2023	HYDROCORP CROSS CONNECTION PROGRAM	254.00
7727	4/18/2023	JOHNSON BLOCK AND COMPANY INC AUDIT SERVICES	3,918.75
7728	4/18/2023	DOA-CLEAN WATER FUND LOAN PAYMENTS	57,266.45
7729	4/18/2023	XCEL ENERGY POWER FOR PUMPING	1,881.45
7730	5/02/2023	KLM ENGINEERING INC TOWER INSPECTIONS	3,600.00
7731	5/02/2023	CORE & MAIN LP VALVE BOX REPAIR	3,750.00
7732	5/02/2023	WISCONSIN DNR LIEDERS #31055	45.00
7733	5/02/2023	COLBY GENERAL FUND 2ND ST PROJECT PER AUDIT - ARPA	168,985.02
7734	5/02/2023	WE ENERGIES GAS HEAT	121.66
7735	5/02/2023	XCEL ENERGY POWER FOR PUMPING	1,667.17
7736	5/02/2023	FRONTIER PHONE BILL	101.00
7737	5/02/2023	AYRES ASSOCIATES WATER MAIN REPLACEMENT	8,706.54
7738	5/02/2023	USA BLUE BOOK SUPPLIES	148.03
7739	5/02/2023	COLBY GENERAL FUND-UTILITY TAX MAY UTILITY TAX	10,000.00

WATER FUND CHECKING ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
7740	5/02/2023	COLBY GENERAL FUND APRIL PAYROLL	11,432.27
		Grand Total	274,637.60

SEWER FUND CHECKING ALL Checks

Posted From: 4/05/2023 From Account:
Thru: 5/02/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
8351	4/12/2023	WWOA NORTH CENTRAL REGION OPER MEETING REG	100.00
8352	4/18/2023	WM COPRORATE SERVICES INC DUMPSTER	122.01
8353	4/18/2023	COMMERCIAL TESTING LABORATORY INC LAB SUPPLIES	455.00
8354	4/18/2023	KELLEY SUPPLY INC. TOWEL	64.77
8355	4/18/2023	WISCONSIN STATE LAB OF HYGIENE LAB TESTING	56.00
8356	4/18/2023	UNIFIRST CORPORATION MATS	44.24
8357	4/18/2023	COLBY WATER DEPARTMENT WATER BILL	134.70
8358	4/18/2023	HAWKINS INC FERRIC CHLORIDE	2,326.44
8359	4/18/2023	MSA PROFESSIONAL SERVICES, INC WPDES PERMIT	437.50
8360	4/18/2023	JOHNSON BLOCK AND COMPANY INC AUDIT SERVICES	3,918.75
8361	4/18/2023	GRAINGER MIXER GEARMOTOR	666.51
8362	4/18/2023	XCEL ENERGY ELECTRIC POWER	5,725.38
8363	4/18/2023	FOURMENS FARM HOME CARTRIDGE	43.97
8364	5/02/2023	UNIFIRST CORPORATION MATS	44.08
8365	5/02/2023	WE ENERGIES GAS HEAT	455.01
8366	5/02/2023	COLBY GENERAL FUND APRIL PAYROLL	12,238.73
		Grand Total	26,833.09

Check Date From: 4/01/2023 From Dept: 100 Old Dept. 10
Thru: 4/30/2023 Thru Dept: 100 Old Dept. 10

Number of Employees: 11

Earnings:		
Regular Pay	29,224.53	1,064.75 Hours
Overtime Pay	3,151.79	76.25 Hours
WEEKEND	552.50	
	32,928.82	

Withholdings:	
Federal	2,269.71
Social Security	1,924.94
Medicare	450.17
Wisconsin	1,239.25
AFLAC PAYMENT	0.00
AFLAC PYMT - 2	0.00
DEFFERED COMP	40.00
GLOBE/LIBERTY	204.30
HEALTH INS.	1,677.32
NS DEFFERED COM	100.00
WRS CONTRIB	2,239.17
	10,144.86

Net Pay *22,783.96*

Flexible Time Off:	Begin	Earned	Used	End Result
Comp. Hours	60.41	8.00	-8.00	60.41
Holiday	0.00	28.00	-28.00	0.00
Sick Hours	5,115.50	0.00	-14.25	5,101.25
Vacation Hours	1,167.00	0.00	-99.00	1,068.00
	6,342.91	36.00	-149.25	6,229.66

Check Date From: 4/01/2023 From Dept: 200 COUNCIL
Thru: 4/30/2023 Thru Dept: 200 COUNCIL

Number of Employees:	18		
Earnings:			
Regular Pay	550.00	0.00	Hours
Overtime Pay	150.00	0.00	Hours
	700.00		
Withholdings:			
Federal	40.00		
Social Security	43.40		
Medicare	10.17		
Wisconsin	0.00		
GIFTS	0.00		
	93.57		
Net Pay	*606.43*		

Flexible Time Off:	Begin	Earned	Used	End Result

Check Date From: 4/01/2023 From Dept: 300 ELECTION
Thru: 4/30/2023 Thru Dept: 300 ELECTION

Number of Employees:	26			
Earnings:				
Regular Pay	1,754.00	160.50 Hours		

	1,754.00			
Withholdings:				
Federal	0.00			
Wisconsin	0.00			

	0.00			
Net Pay	*1,754.00*			
Flexible Time Off:	Begin	Earned	Used	End Result

Colby/Abbotsford Police Commission Meeting
April 10, 2023
6:30 P.M.

The Colby/Abbotsford Police Commission (CAPC) meeting was called to order by President Todd Schmidt at 6:30 p.m. at the Colby/Abbotsford Police Department (CAPD). Members present were: Todd Schmidt, Randy Hesgard, Roger Weideman, Dan Hederer, Mason Rachu and Sarah Diedrich. Also present were Abbotsford Mayor Jim Weix and Police Chief Jason Bauer.

Comments from the Public: There were no comments from the public. Schmidt called for a moment of silence to recognize police officers Hunter Scheel and Emily Breidenback of the Chetek and Cameron police departments, who were killed in the line of duty on Saturday. Schmidt thanked the current CAPC members for their service, stating new mayoral appointments would be made at the respective organizational meetings later this month.

Minutes from the March 13, 2023 Meeting: Motion was made by Hederer, seconded by Diedrich to approve the minutes from the March 13, 2023 meeting as presented. Motion carried with a voice vote.

Expenditures: Motion was made by Weideman seconded by Hesgard to approve March expenditures as presented in the amount of $18,193.49. Motion carried with a voice vote.

Chief's Report: Chief Bauer said deployment of the K-9 last month resulted in three arrests. He said the K-9 squad car was out of service for the weekend, and it has now been repaired. He said a new set of tires was put on one squad car. Chief Bauer said training this month would include use of shields on traffic stops and timing to engage an active shooter. Concerns abound about mental health issues and how to address them. He said CAPD officers are doing their best to address ATV complaints. He also explained why officers will be enforcing violations of cracked windshields and windshields tinted at more than 40%. Hederer noted there was a lot of junk and junk vehicles that may be unlicensed sitting around the area. Chief Bauer said the police secretary would look into those issues. There were 364 total CAPD activities reported for the month of March, 2023. There have been 2,225 total CAPD activities reported for the first three months of 2023, compared to 2,245 activities for the first three months of 2022.

Meeting Date for May, 2023: The next CAPC meeting will be held at 6:30 p.m. on Monday, May 8, 2023, at the Colby-Abbotsford Police Department.

Meeting Adjournment: Motion was made by Rachu, seconded by Hesgard to adjourn the meeting at 6:43 pm. Motion carried with a voice vote.

POLICE CHECKING NOW ALL Checks

Posted From: 3/10/2023 From Account:
Thru: 4/06/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
13944	4/06/2023	ASPIRUS BLOOD DRAW - INVESTIGATION	33.00
13945	4/06/2023	BBD SPORTS SHOP DOG FOOD AND HORNADY SUPERPERFORMACE	469.85
13946	4/06/2023	CELL COM PHONE	322.74
13947	4/06/2023	CITY OF ABBOTSFORD WATER	319.28
13948	4/06/2023	COLBY ABBOTSFORD PROFESSIONAL POLICE MARCH 2023 UNION DUES	252.00
13949	4/06/2023	DELTA DENTAL OF WISCONSIN DENTAL PREMIUM	643.37
13950	4/06/2023	EO JOHNSON COMPANY COPIER CARE	394.00
13951	4/06/2023	FOURMENS COLBY SCHOCKWAVE HEX-TORX SECURITY INSERT	24.86
13952	4/06/2023	GLOBE LIFE INSURANCE PREMIUM	647.18
13953	4/06/2023	JAKEL PLUMBING BOILER	652.00
13954	4/06/2023	KAUFFMAN AUTO SERVICE SQUAD MAINTENANCE	1,344.87
13955	4/06/2023	KWIK TRIP INC FUEL	235.45
13956	4/06/2023	MOTOROLA SOLUTIONS PHONE	405.00
13957	4/06/2023	NICOLET NATIONAL BANK CREDIT CARD	2,366.68
13958	4/06/2023	QUIK PRINT PRINTING SERVICES	112.61
13959	4/06/2023	RIVER COUNTRY COOP NAPA AUTO PARTS	97.82
13960	4/06/2023	SECURITY HEALTH PLAN MAY 2023 PREMIUM	8,258.78
13961	4/06/2023	TITAN PUBLIC SAFETY SOLUTIONS, LLC 2023 ANNUAL SUPPORT	1,272.00
13962	4/06/2023	URBINA, ALEJANDRO TRANSLATION	60.00

POLICE CHECKING NOW ALL Checks

Posted From: 3/10/2023 From Account:
Thru: 4/06/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
13963	4/06/2023	WISCONSIN DEPARTMENT OF JUSTICE TIME ACCESS	282.00
		Grand Total	18,193.49

POLICE ACH DISBURSEMENTS

DATE	VENDOR	EXPENSE ACCT	EXPENSE	AMOUNT
3/31/2023	BP FUEL	500-00-51002-000-000	FUEL	4172.26
3/31/2023	WE ENERGIES	500-00-51003-001-000	HEAT	577.55
3/31/2023	XCEL ENERGY	500-00-51003-002-000	ELECTRIC	628.18

City Planning Committee

Tuesday, April 18, 2023 – 7:00 PM

Call to Order – 6:00 PM by Todd Schmidt. Roll Call –Committee: Todd Schmidt, Jason Lindeman. Nancy O'Brien was absent. Also present: Mayor Jim Schmidt, Liz Baumgartner, Dan Hederer, Randy Hesgard, Clerk Connie Gurtner, Mayor Schmidt and DPW Harland Higley.

Advertising & Marking of City of Colby Land: Mayor Schmidt is talking with Sheala Nyberg to get information to help with marketing. Lindeman had information from an organization called Momentum West. The city has sent information to them to advertise, but these are not showing up on their website at this time. The Clark/Marathon county line is the end of the service area for this company. Mayor Schmidt will contact someone in Marathon County to see if they have a similar site. The city also has some examples from Jessica Lieders for a new signs to put on our lots on Highway 13. The committee suggested changes and will ask Jessica to provide a new draft by the May council meeting. The city does not have any addition economic development money available, but will check to see if TIF funding qualifies. Jasen Lindeman also found a site called LoopNet to advertise properties. The cheapest package on that site was $130/month, but is discounted for an annual subscription.

Development Agreement with S C Swiderski: The committee reviewed the draft development agreement with S C Swiderski that was provided by Gamoke. There were a couple questions and Clerk Gurtner will review those with him prior to the next council meeting. Motion was made by Schmidt, seconded by Lindeman to recommend approval to the council to present to S C Swiderski after reviewing a couple questions with Gamoke. Motion carried with a voice vote.

Motion was made by Lindeman, seconded by Schmidt to adjourn the meeting at 7:45 PM. Motion carried with a voice vote.

Connie Gurtner

City Clerk

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF COLBY AND S.C. SWIDERSKI, LLC

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made effective as of the ____ day of April, 2023 (the Effective Date"), by and between the City of Colby, a Wisconsin municipal corporation, located at 211 West Spence street, Colby, WI 54421 (the "CITY") and S.C. Swiderski, LLC, a Wisconsin limited liability company, with an address of 401 Ranger Street, Mosinee, WI 54455 (the "DEVELOPER").

WHEREAS, the DEVELOPER wishes to construct a 72 unit apartment complex (the "**Project**") in the City of Colby on approximately 14.79 acres legally described as Lots 2 and 3 of Marathon County Certified Survey Map No. 1871231 (PIN: 211.2802.072.0966 and 211.2802.072.0965) (the "**Development Site**");and

WHEREAS, the DEVELOPER desires to purchase from the CITY the **Development Site** for One Dollar ($1.00) and other valuable consideration as set forth herein; and

WHEREAS, the CITY has received a site plan from the DEVELOPER for the development of the **Project** upon the **Development Site** (the "Site Plan"); and

WHEREAS, both Parties desire to enter into a Development Agreement wherein each Party agrees to perform various undertakings as more fully described herein for purposes of completing the **Project** to the benefit of both Parties; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the CITY and the DEVELOPER in order to cause the orderly construction and development of the **Project** and the associated improvements within the CITY.

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, the CITY and the DEVELOPER will cooperate in good faith to ensure the orderly development of the **Project** on the **Development Site.**

A. CITY OBLIGATIONS

In consideration of the obligations of the DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the CITY agrees to each of the following:

1. Provide all necessary infrastructure for the **Development Site,** to include roads and utilities prior to the commencement of the **Project** by the DEVELOPER.
2. Utilize, extend or create a Tax Incremental Financing District (T.I.D.) to assist in the financing and development of the infrastructure and other requirements for the **Project** prior to the start of the construction.
3. Sell Lots 2 and 3 of Marathon County Certified Survey Map No. 1871231 consisting of approximately 14.79 acres to the DEVELOPER for One Dollar ($1.00) with the CITY providing for a title insurance policy equal in value to the fair market real estate tax assessment as set forth in the 2022 real estate tax bill for said parcels; and the CITY shall pay for those closing costs for said real estate transaction as are typically to be paid for by a seller of real estate.
4. Provide to the DEVELOPER a Wetland Delineation Report.
5. Provide clear title to the DEVELOPER as to the **Development Site** and insure that the parcels being sold are not subject to any leasehold rights of third parties.

6. Provide the DEVELOPER with timely information for all municipal processes and applications for municipal approvals, along with the required documentation for said municipal approvals, the meeting requirements and all dates and deadlines thereto.

7. Allow the DEVELOPER and its civil team access to the parcels in the **Development Site** so as to conduct surveys, soil borings and test pits, if needed, as part of the DEVELOPER'S due diligence.

8. Agree to an initial municipal real estate tax assessment value upon completion of the **Project** in an amount of at least of Six Million Dollars ($6,000.000.00). This initial assessed value shall be subject to future annual changes in accordance with all assessment rules and regulations as required by state and local taxing authorities.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the CITY as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the DEVELOPER agrees to each of the following:

1. The DEVELOPER shall pay to the CITY One Dollar ($1.00) and other valuable consideration as set forth herein for the **Development Site** and in exchange the DEVELOPER shall, subject to the terms and conditions of this Agreement, complete construction of the **Project** by December 31, 2025. Should the DEVELOPER fail to complete construction of the **Project** within said time period set forth above, the DEVELOPER shall, upon demand from the CITY, convey the Development Site, by warranty deed, back to the CITY, free and clear of all liens and encumbrances. The DEVELOPER shall be responsible for all costs and fees, including attorney fees, related to said reversion. This provision shall be interpreted as an automatic reverter clause triggered by the CITY's notice to the DEVELOPER. Therefore, no court order shall be required to enforce this provision. Should the DEVELOPER fail to comply with the foregoing provisions set forth above, and force the CITY to seek legal or equitable relief from a court with requisite jurisdiction, the DEVELOPER shall pay all the CITY's expenses related to the action, including, but not limited to, filing fees, witness fees, attorneys' fees, and other costs related to such an action.

2. The agreed upon real estate improvements for said **Project** shall be at least Six Million Dollars ($6,000,000.00) in value. The DEVELOPER hereby agrees it will not seek administrative or judicial review of the applicability of any tax statute, regulation, or other administrative decision relating to the taxation of the **Project** on the **Development Site** in an amount less than the guaranteed Six Million Dollars ($6,000,000.00) amount, or to raise the inapplicability of any such tax statute, regulation, or other administrative decision as a defense in any proceeding, including delinquent tax proceedings. The DEVELOPER agrees to not oppose, contest, or otherwise challenge the assessed valuation of the **Project** on the Development Site for an amount less than the guaranteed Six Million Dollars ($6,000,000.00) amount, or the constitutionality of any tax statute, regulation, or other administrative decision related to the **Project** on the **Development Site**. In the event the real estate assessed value of the **Project** is less than Six Million Dollars ($6,000,000.00), the DEVELOPER shall pay to the CITY, by January 31 of each year, the difference in taxes the CITY would have received if the assessed value of the **Project** was Six Million Dollars ($6,000,000.00). The obligations of the DEVELOPER set forth in this section I.B.2 shall continue until all of the infrastructure cost and expense incurred by the CITY is paid in full.

3. The DEVELOPER shall establish and maintain the required landscaping as required by the Site Plan during each phase of construction and in accordance with the landscaping plan of the Site Plan and the requirements of the CITY's ordinances. If the DEVELOPER does not meet this

requirement and the CITY notifies the DEVELOPER in writing of such failure and the DEVELOPER fails to cure such failure within thirty (30) days of such notice from the CITY, then the CITY shall have the option to install the landscaping, and all such costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice shall be assessed to the **Development Site** on the tax roll.

4. The DEVELOPER shall pave driveways after completion of the construction of the **Project.** If the DEVELOPER does not meet this requirement and the CITY notifies the DEVELOPER in writing of such failure and the DEVELOPER fails to cure such failure within 30 days of such notice from the CITY, then the CITY shall have the option to pave the driveway and parking areas as indicated on the Site Plan and all such costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice shall be assessed to the **Development Site** on the tax roll. The DEVELOPER shall meet all construction standards contained within CITY Ordinances for roadways and parking lots.

5. The DEVELOPER shall meet all local, state, and federal requirements for fire protection with respect to the **Project.**

6. The DEVELOPER shall be solely responsible for maintaining full and complete compliance with all state and local regulations, standards, policies, statutes, and ordinances which may apply under the terms of this Agreement. The DEVELOPER further agrees to be solely responsible for the application for, and receipt of, all permits required in order to commence and complete construction and to make each building (and each unit therein) fit for human habitation. In addition to maintaining compliance with the Uniform Dwelling Code or Commercial Buildings Code, as applicable, and other rules and regulations guiding and governing construction, the DEVELOPER shall maintain strict compliance with all environmental regulations in order to avoid causing any environmental damage either on or off the **Development Site.**

7. The DEVELOPER shall construct the **Project** in strict conformity with this Agreement and all associated building(s) shall be constructed in conformity with the Uniform Dwelling Code or Commercial Buildings Code, as applicable.

8. All exterior lighting shall be installed according to the location, height, and illumination power specified on the Site Plan.

9. During the term of this Agreement, the DEVELOPER shall grant to the CITY at no cost to the CITY, all easements reasonably necessary for construction and maintenance of public improvements, infrastructure, and utilities on the **Development Site**; provided, however, that the CITY shall work with the DEVELOPER in good faith to eliminate to the extent possible any material adverse impact on the use or cost to develop the **Development Site** or **Project** which may arise as a result of any such easements granted as a result of this provision.

10. During the site development process the DEVELOPER shall maintain the **Development Site** in a commercially reasonable manner as befitting an ongoing construction site to reduce any unreasonable negative effects of construction on neighboring properties. The CITY acknowledges that the DEVELOPER will be operating a construction site on the **Development Site** during the development of the **Project** and that increases in noise, dust, traffic and other affects may arise as a result. No stockpiles of soil, rocks, or other construction remnants shall be left on the **Development Site** upon completion of each phase of construction. If the DEVELOPER does not meet this requirement within 60 days following the completion of the construction of the **Project** or any phase of the **Project** as the case may be, and the CITY notifies the DEVELOPER in writing of such failure and the DEVELOPER fails to cure such failure within 30 days of such notice from the CITY, then the CITY shall have the option

to perform corrective action and all such costs shall be invoiced to the DEVELOPER. Any unpaid portion of the invoice shall be assessed to the **Development Site** on the tax roll.

11. The DEVELOPER shall obtain a Roadway Access Permit from the CITY.

12. The DEVELOPER shall be responsible for restoring any pavement necessitated by the undermining of said pavement as a result of work on the **Project**.

13. The DEVELOPER shall maintain at all times during the construction process, insurance of a minimum of One Million Dollars ($1,000,000.00) general liability for each occurrence.

    The DEVELOPER shall maintain "builder's risk insurance" or equivalent equal to 100% of the insurable value of the **Project** at the date of completion. Alternatively, an irrevocable letter of credit or other security, in a form satisfactory to the CITY, may be used to satisfy this builder's risk insurance obligation. The CITY shall be named as an additional insured on both the general liability and the builder's risk insurance, and the interest of the CITY shall be protected with a clause in form and content satisfactory to the CITY.

    Upon completion of construction of the **Project** the DEVELOPER shall maintain, or cause to be maintained, at its cost and expense, and from time to time, at the request of the CITY, shall furnish to the CITY proof of the payment of premiums or insurance against loss and/or damage to the private improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the private improvements. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the CITY. All policies evidencing insurance required by this subparagraph with respect to the private improvements shall be carried in the names of the DEVELOPER, the CITY and the holder of any mortgage, as their respective interests appear.

    All insurance required in this section shall be taken out and maintained in responsible insurance companies selected by the DEVELOPER which are authorized under the laws of the State of Wisconsin to assume the risks covered thereby. The DEVELOPER will deposit annually with the CITY copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the DEVELOPER and the CITY at least 30 days before cancellation or modification becomes effective.

14. The Purchaser shall submit an Offer to Purchase to the CITY incorporating all of the provisions of this Development Agreement and which offer shall also include a defined due diligence period to acquire the **Development Site** at a date to be determined by the DEVELOPER, with the DEVELOPER paying its normal "Buyer" closing costs upon the closing of said real estate purchase as set forth in said Offer to Purchase.

15. The DEVELOPER shall pay for all costs associated with the **Development Site** including site research, surveying, engineering and all architecture costs and fees.

16. The DEVELOPER shall provide notice to the CITY for any onsite visits required during the planning process and provide any new surveys, full civil, landscaping, building and storm water plans to the CITY for approval.

17. The DEVELOPER shall pay for, construct and maintain all private roads through the **Development Site** and deliver approximately 72 apartment units for use and occupancy by December 31, 2025 subject to "Force Majeure". The estimated total number of units are subject to change after a full civil engineering plan has been completed. For purposes of this Agreement, a party shall not be considered to be in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a "Force Majeure" event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party; strikes or other labor disputes that cause the delay of any major equipment supplied by a third party; a lockout; or an industrial dispute or disturbance; (B) a civil disturbance; an act of a public enemy; war (whether or not declared); a riot; blockage; insurrections; terrorism; uprisings; sabotage; and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) a natural phenomena such as a hurricane; tornado; landslide; lightning; windstorm; earthquake; explosion; storm; flood; (E) a fire or fires, (F) an inability to obtain or a delay in obtaining easements; rights-of-way; or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) any acts, failures to act, or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) any transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

18. The DEVELOPER shall commence construction on the **Project** by July of 2024 and shall participate in all required municipal approval meetings as per CITY ordinances, rules and regulations.

C. REPRESENTATIONS AND WARRANTIES BY DEVELOPER

1. The DEVELOPER is a Wisconsin limited liability company duly organized, existing, and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its Articles of Organization or Operating Agreement, and has full power and authority to enter this Agreement and perform its obligations hereunder.

2. The DEVELOPER will use its best efforts to obtain, in a timely manner, all required permits, licenses, and approvals, and to meet in a timely manner all requirements of all applicable local state, and federal laws and regulations which must be obtained or met before the **Project** and any and all additional improvements may be lawfully constructed. Where this Agreement contains strict time deadlines with respect to any obligation, such strict time deadlines shall apply, and time shall be of the essence.

3. The DEVELOPER will use its best efforts to construct the **Project** and all additional improvements in accordance with all local, state, or federal laws or regulations, including, but not limited to energy conservation laws.

4. The DEVELOPER has no present notice or knowledge that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of the articles of organization, operating agreement, members agreement or other agreement of the DEVELOPER, or any evidence of indebtedness, contract or instrument of whatever nature to which the DEVELOPER is now a party or by which it is bound, such that any conflicts or breaches would materially impair the **Project** or deems CITY security hereunder inadequate.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the Effective Date as first set forth above or upon an accepted Offer to Purchase, whichever is executed later.

B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken or the defaulted breach is not cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.

2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party.

C. TERM

This Agreement shall terminate upon satisfaction of all of the DEVELOPER's obligations as set forth in this Agreement.

D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Registered or Certified Mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER:	S.C. Swiderski, LLC Attn: Kortni Wolf 401 Ranger Street Mosinee, WI 54455
CITY:	CITY of Colby Attn: Mayor 211 W. Spence Street Colby, WI 54421

2. By personal delivery of the document or written notice to the receiving party.

Any such communication shall be deemed received and effective upon the earlier of (a) actual receipt of such notice or (b) three days following the postmark date of said Certified Mailing. The parties may change these addresses from time to time by giving written notice to the other party.

E. MISCELLANEOUS PROVISIONS

1. **Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The CITY'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.

2. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the CITY and the DEVELOPER.

3. **Entire Agreement.** This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the CITY.

4. **Time.** Time is of the essence as to all dates and deadlines contained in this Agreement provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay (provided that no such notice or request for an extension of time shall be required with respect to an occurrence which causes the delay unless and to the extent that such delay was reasonably certain to occur upon a certain date}.

5. **Severability**. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

6. **Immunity**. Nothing contained in this Agreement constitutes a waiver of the CITY'S sovereign immunity or other defenses available under applicable law, including without limitation Wis. Stat. § 893.80.

7. **Personal Jurisdiction and Venue**. The laws of the State of Wisconsin shall govern this Agreement, its interpretation and enforcement, without reference to conflict of laws principles. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The parties hereby expressly waive their right to bring such action in or to remove such action to any other court whether state or federal.

8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the CITY and the DEVELOPER and their respective successor and assigns if the property constituting the **Development Site** or any part thereof is ever transferred to new ownership. The DEVELOPER shall not assign or transfer this Agreement or any of its duties or obligations hereunder to another person, entity, or party unless approved by the CITY in writing. The CITY shall not agree to a transfer, and the DEVELOPER shall not assing or otherwise transfer the **Development Site** to an entity which is exempt or otherwise not required to pay real property taxes, unless the CITY and assignee or successor execute a Payment in Lieu of Taxes (PILOT) agreement.

9. **Further Assurances and Corrective Instruments**. The CITY and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the **Development Site** or any other land or real property interest described herein or contemplated hereby, and for carrying out the express intentions of this Agreement.

10. **Authority**. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself (assuming due authorization, execution and delivery by the other party hereto).

11. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

12. **Reservation of Authority.** The CITY shall reserve the authority to impose new or different regulations according to the CITY procedure and applicable law.

13. **Recordation.** The DEVELOPER may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.

14. **Effective Date.** This Agreement shall be effective as of the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have made this Agreement having their respective duly authorized representatives executing below.

S.C. Swiderski, LLC

By: ________________________________
Jacqui McElroy, Business Development Manager

STATE OF WISCONSIN)
)ss.
MARATHON COUNTY)

Personally came before me this ________ day of April, 2023, the above-named Jacqui McElroy, Business Development Manager to own to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officers.

____
Notary Public, State of Wisconsin
My Commission

IN WITNESS WHEREOF, the parties hereto have made this Agreement effective s of the Effective Date by having their respective duly authorized representatives executing below.

CITY OF COLBY

By: ________________________________
James W. Schmidt, Mayor

Attest: ________________________________
Connie Gurtner, City Clerk

STATE OF WISCONSIN)
)ss.
MARATHON COUNTY)

Personally came before me this ________ day of April, 2023, the above named James W. Schmidt, Mayor, and Connie Gurtner, City Clerk, tome known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City of Colby's authority.

____
Notary Public, State of Wisconsin
My Commission ________________________

Central Fire & EMS District

PO Box 477 - 112 W. Spruce St. - Abbotsford, WI 54405
(715) 223-6458 - Fax (715) 223-3917

To the Municipalities:

The Central Fire & EMS District is seeking to replace the current 1991 Pierce ladder truck that is in service with a used platform truck. The problem we are experiencing is that the time between bidding on a used truck and getting municipality permission to make the purchase results in the truck being sold. With that said, we are seeking advanced permission from the municipalities to bid up to $400,000 on a used platform truck. The Central Fire & EMS District Board approved this at their 4/20/2023 meeting and are now seeking the approval from the municipalities. This permission would expire on 12/31/2023 regardless of if a truck is found or not.

Should a truck be found and if a purchase is made, please be advised that no cost will be passed on to the municipalities, the Board has funds available to cover the cost of this purchase. Please note that the Board has final approval should a truck be found.

Please put this item on your May agenda to be discussed and/or approved or denied. A "Yes" vote means that the Central Fire & EMS District has permission to purchase a used truck up to $400,000. A "No" vote means that permission is not given.

If you have any questions regarding this, please do not hesitate to contact Larry Oehmichen or myself. As noted above, please have this item on your May agenda for consideration.

Sincerely,

Carol Staab
Executive Secretary
Central Fire & EMS District

CENTRAL FIRE & EMS CHECKING ALL Checks

Posted From: 3/16/2023 From Account:
Thru: 4/18/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
8112	3/21/2023	EMERGENCY MEDICAL PRODUCTS INC EQUIPMENT	254.44
8113	3/21/2023	MCHS HOSPITALS, INC MEDS	400.32
8114	3/21/2023	MILLER'S SERVICES LLC REPAIR ENGINE 21	263.30
8115	3/21/2023	NORTH CENTRAL AMBULANCE SALES & SERVICE CHASSIS F550 BRAUN AMBULANCE	51,177.50
8116	3/21/2023	STRYKER SALES CORPORATION SUPPLIES	277.06
8117	3/31/2023	CARDMEMBER SERVICE CREDIT CARD	1,488.83
8118	3/31/2023	CHARTER COMMUNICATIONS PHONE AND INTERNET	378.38
8119	3/31/2023	CONFIDENTIAL RECORDS, INC SHREDDING	48.00
8120	3/31/2023	HANSON, NICK REIMBURSE CPR CERTIFICATIONS	140.00
8121	3/31/2023	NORTH CENTRAL TECHNICAL COLLEGE REFRESHER CLASSES	901.20
8122	3/31/2023	NORTHWAY COMMUNCATIONS INC PAGERS	2,488.20
8123	3/31/2023	STRYKER SALES CORPORATION MONITOR BATTERY	918.07
8124	3/31/2023	WE ENERGIES HEAT	1,764.53
8125	3/31/2023	XCEL ENERGY ELECTRICITY	1,347.03
8126	4/11/2023	ABBY COUNTY MARKET ADVANCE SKILL NIGHT	204.98
8127	4/11/2023	CHARTER COMMUNICATIONS PHONE AND INTERNET	209.96
8128	4/11/2023	CITY OF ABBOTSFORD WATER	155.00
8129	4/11/2023	CITY OF COLBY SECRETARIAL CHARGE	500.00
8130	4/11/2023	COLBY WATER DEPARTMENT WATER	131.86

CENTRAL FIRE & EMS CHECKING

ALL Checks

Posted From: 3/16/2023 From Account:
Thru: 4/18/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
8131	4/11/2023	TREVOR ROBIDA REIMBURSE LED/MARKER LIGHT	64.52
8132	4/18/2023	AIRGAS USA LLC OXYGEN	308.92
8133	4/18/2023	DIESEL TRUCK SERVICE, INC TRUCK MAINTENANCE	307.56
8134	4/18/2023	KWIK TRIP FUEL	1,763.31
8135	4/18/2023	MCHS HOSPITALS, INC. MEDS FOR AMBULANCE	26.98
8136	4/18/2023	RIVER COUNTRY CO-OP PARTS AND FUEL	408.92
8137	4/18/2023	ROBERTS REPAIR FORD F550 REPAIR	967.55
8138	4/18/2023	VILLAGE OF DORCHESTER WATER	158.65
8139	4/18/2023	XCEL ENERGY ELECTRICITY	303.90
		Grand Total	67,358.97

AMERICAN ASPHALT OF WISCONSIN

DIVISION OF MATHY CONSTRUCTION
832 STATE HIGHWAY 153 P.O. BOX 98
MOSINEE, WI 54455
PHONE (715) 693-5200 * FAX (715) 693-5220
www.americanasphaltofwi.com

PROPOSAL/CONTRACT

AMERICAN ASPHALT OF WISCONSIN CHANGE ORDER	**DATE: 04/26/23**

Billing Information

Attn: **City of Colby** **PO Box 236** **Colby, WI 54421-0236**	**PHONE #** (715) 223-4435 **FAX #** (715) 223-8835 **MOBILE #** **EMAIL**

Job Information

JOB/OWNER (S) NAME: **Hodd St and E Lincoln St.**	JOB CITY/LOCATION: **Colby**
JOB ADDRESS: **SAME**	COUNTY: **Marathon**

(WRITE IT DOWN - VERBAL OR WRITTEN TERMS AND CONDITIONS NOT CONTAINED HEREIN ARE NOT BINDING)

American Asphalt of Wisconsin ("CONTRACTOR") is hereby authorized to perform the following specifically described additional work:

Scope of Additional Work **60' X 60' Rail Road Crossing**

Fine grade, water, and compact the base course material.
Pave with WisDOT Spec. Type MT 58-28S asphalt mix compacted to an average thickness of 4 inches in two lifts.
Upon completion, job to be billed at the unit price of $129.94 /ton.
Total estimated cost is: 90 tons x $129.94 /ton = $11,694.60

ADDITIONAL CHARGE FOR ABOVE WORK IS: AS ABOVE

PAYMENT WILL BE MADE AS FOLLOWS: ______________________

ABOVE ADDITIONAL WORK TO BE PERFORMED UNDER SAME TERMS AND CONDITIONS AS SPECIFIED IN THE ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

PURCHASER:

AUTHORIZED SIGNATURE : ______________________ DATE: __________

CONTRACTOR HEREBY AGREES TO FURNISH LABOR AND MATERIALS - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, AT THE ABOVE STATED PRICE.

CONTRACTOR: American Asphalt of Wisconsin

AUTHORIZED SIGNATURE *Preston Lebal* DATE : 04/26/23

Preston Lebal

THIS IS CHANGE ORDER NO. 1

NOTE: THIS REVISION BECOMES PART OF, AND IN CONFORMANCE WITH, THE EXISTING CONTRACT.

AFTER SIGNING, PLEASE RETAIN ONE COPY AND FORWARD A COPY TO OUR OFFICE

EOE, including disability/vets