



CITY OF ANTIGO

CITY PLAN COMMISSION MEETING

COUNCIL CHAMBERS

Tuesday, March 25, 2025

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Minutes Approval

1. Approve Minutes from the February 4, 2025 Meeting

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Presentation by Northcentral Technical College - Student Housing Project
2. Marathon Express Mart Mural Proposal
3. Review and Approve the Proposal Submitted by Waldner & Sons Construction Inc, for the Housing Development Located at 1936 Charlotte Street, Lots 2 and 3

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact clerk treasure's office, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: March 19,2025

THOMAS BAUKNECHT

**CITY OF ANTIGO
CITY PLAN COMMISSION
MINUTES OF MEETING HELD
FEBRUARY 04, 2025**

City Plan Commission of the City of Antigo met in Regular Meeting on the above date at 6:00 PM in the Council Chambers, City Hall, Mayor Thomas C. Bauknecht presiding.

Attendee Name	Title	Status	Arrived
Thomas C. Bauknecht	Mayor	Present	
Charley Brinkmeier	Member	Present	
Jerry Rice	Member	Present	
Tim Sharon	Member	Absent	
Larry Steckbauer	Member	Present	
Gordon Neve	Member	Present	
Scott Henricks	Member	Present	

Others in attendance were: Karin Derauf, City Administrator; Shannon Smith, Administrative/Clerical Assistant and Daniel Duley Police Chief.

Minutes Approval

- Motion to:** Approve minutes from the January 7, 2025 Meeting

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gordon Neve, Member
SECONDER:	Scott Henricks, Member
AYES:	Bauknecht, Brinkmeier, Rice, Steckbauer, Neve, Henricks
ABSENT:	Tim Sharon

Discussion and Action May Occur on Any of the Following Agenda Items:

- Public Hearing for Zoning Amendment Application for 1014 Fourth Avenue (Parcel #201-0252) to Classify the Property as R-3, Two-Family Residence District Instead of B-2, Community Service District for Correction of Zoning to Residential Property Rather than Community Service/Business Property for Buyer's Lender to Approve Appraisal and to Rezone the Property to a Zoning District that Permits Residential Use

Pursuant to notice, a public hearing was held at 6:01 p.m. with regards to a zoning amendment application for 1014 Fourth Avenue to classify the property as R-3, Two-Family Residence District Instead of B-2, Community Service District for Correction of Zoning to Residential Property Rather than Community Service/Business Property for Buyer's Lender to Approve Appraisal and to Rezone the Property to a Zoning District that Permits Residential Use.

There being no individuals wishing to address this matter and after complying with statutory procedures, a motion was made to close the public hearing.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Jerry Rice, Larry Steckbauer
SECONDER:	Scott Henricks, Member
AYES:	Bauknecht, Brinkmeier, Rice, Steckbauer, Neve, Henricks
ABSENT:	Tim Sharon

2. Approve Zoning Amendment Application Request to Amend Ordinance No. 1095B, the Municipal Code of the City of Antigo, so as to Classify the Property at 1014 Fourth Avenue (Parcel #201-0252) as R-3, Two-Family Residence District instead of B-2, Community Service District for Correction of Zoning to Residential Property Rather than Community Service/Business Property for Buyer's Lender to Approve Appraisal and to Rezone the Property to a Zoning District that Permits Residential Use.

Charley Brinkmeier, Land Surveyor/ Project Manager stated lenders are looking closely at zoning and will not provide financing with the current zoning.

Motion to Approve Zoning Amendment Application Request to Amend Ordinance No. 1095B, the Municipal Code of the City of Antigo, so as to Classify the Property at 1014 Fourth Avenue (Parcel #201-0252) as R-3, Two-Family Residence District instead of B-2, Community Service District for Correction of Zoning to Residential Property Rather than Community Service/Business Property for Buyer's Lender to Approve Appraisal and to Rezone the Property to a Zoning District that Permits Residential Use.

RESULT:	ORDINANCE TO COUNCIL [UNANIMOUS]
	Next: 3/12/2025 6:00 PM
MOVER:	Gordon Neve, Member
SECONDER:	Scott Henricks, Member
AYES:	Bauknecht, Brinkmeier, Rice, Steckbauer, Neve, Henricks
ABSENT:	Tim Sharon

3. Proposed Ordinance Amendments to Allow Dwelling Units Above the Ground Floor in a Building Located in a B-3 or B-4 zoning District

Mr. Brinkmeier stated currently downtown a number of buildings zoned B-3 and B-4 are using upper levels as apartments as is the current trend. He noted this amendment to the ordinance would ensure living areas are not below the second floor and businesses are not above ground floor unless the building does not include living areas.

Mr. Steckbauer questioned the number of living area possibilities. Karin Derauf, City Administrator, stated she is working with staff on a comprehensive list of businesses and if they have residential living spaces on Fifth Avenue. She stated she will be finalizing the list and can email it to the commission.

Motion to Approve Ordinance Amendment to Allow Upper Level Dwelling Units in B-3 and B-4 Zoning Districts.

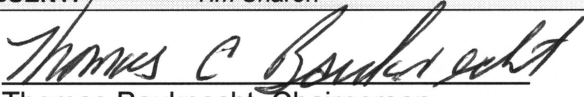
RESULT:	ORDINANCE TO COUNCIL [UNANIMOUS]
	Next: 2/19/2025 6:00 PM
MOVER:	Gordon Neve, Member
SECONDER:	Larry Steckbauer, Member
AYES:	Bauknecht, Brinkmeier, Rice, Steckbauer, Neve, Henricks
ABSENT:	Tim Sharon

Any Other Matters Authorized by Law to be Considered


Adjournment

1. **Motion to:** Adjourn at 6:09 PM

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Scott Henricks, Member
SECONDER:	Charley Brinkmeier, Member
AYES:	Bauknecht, Brinkmeier, Rice, Steckbauer, Neve, Henricks
ABSENT:	Tim Sharon



 Thomas Bauknecht, Chairperson



 Date

Attachment: City Plan 2-4-25 (7406 : Minutes from the February 4, 2025 Meeting)



OFFICE OF ADMINISTRATION
 City of Antigo
 700 Edison St
 Antigo WI 54409

DATE: March 25, 2025
 TO: City Plan Commission
 FROM: Karin Derauf, City Administrator
 SUBJECT: Marathon Express Mart Public Art Project - 702 Superior St., Antigo

Attached is a proposal and permit application/agreement for a mural project to be located on the south side of Marathon Express Mart. It is recognized that grant funds have been set aside for mural projects to beautify the business district in Antigo. AVA Antigo Visual Arts has submitted a request for funding based on the attached proposal to paint an American Eagle Landscape-themed mural on the south facing wall of the Marathon Express Mart located at 702 Superior St. The proposal attached provides a representation of the final painting.

Fiscal Impact: The funding set aside for mural projects allows for up to 75% of materials to be paid for in a reimbursement format. In this proposal, the request is for a total material cost of \$722.21 at 75% or a total grant disbursement of \$541.66 to be reimbursed after receipts have been submitted to the city.

Recommendation: Staff recommends that the City Plan Commission provide a “recommendation to Council to approve reimbursement of \$541.66 from the grant funds upon receiving receipts from Antigo Visual Arts for material costs for the mural project to be located at 702 Superior Street”.

CITY of ANTIGO - PUBLIC ART PERMIT APPLICATION

Applicant Name: Please see attached Date of Application: 10-21-24

Applicant Address: agreement. Phone # _____

Business Address (if different from applicant): _____

Building Owner (if not applicant): _____ Phone # _____

Concept Approved by Antigo Visual Arts (AVA)? YES NO _____

Date of AVA Agreement: 10-1-24

Theme of the Project: Nature

Describe Location of Artwork: South Side Marathon Station

Identify Alternate Location (if any): N/A

Describe Artwork (include any proofs/scaled-sketches/photos of building location): _____

Please see attached agreement

Materials to be utilized in the Artwork: paint, Marine boards.

Will an anti-graffiti coating be applied? YES NO _____

Estimated Cost for the Project:

Paint Materials	\$	<u>Please see attachment</u>
Sign Board Media	\$	_____
Aerial Lift Rental	\$	<u>not included.</u>
Other (please identify)	\$	(_____)
Other (please identify)	\$	(_____)
Other (please identify)	\$	(_____)
Total Estimate = \$		<u>\$72221</u>

5-Year Maintenance Plan In-Place? YES NO _____

Describe Maintenance Plan & Funding Sources: _____

Between Marathon & Artist this will be handled or artwork removed if necessary

Application forwarded to City Plan Commission: _____ Date: _____

Building Inspector/Zoning Administrator

Date Approved by Plan Commission: _____

Date Approved by City Council: _____

Attachment: City Plan Commission - Marathon Express Mart Mural Proposal (7407 : Marathon Express Mart Mural Proposal)

CITY OF ANTIGO PUBLIC ART GRANT APPLICATION

- ✓ Artist Name Beatie Gomerick + Pat Packard
- ✓ Artist Email _____
- ✓ Building Owner Name Willie of Marathon Station
- ✓ Building Owner Email/Contact on site
- ✓ Project Name (Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal) _____

Requested Amount (Grant is 75% of material costs ^{Cap 4,000 CAP} up to ~~\$1,800.00~~). The amount requested should match the total expenses listed in the Project Budget below).

\$ 545.00

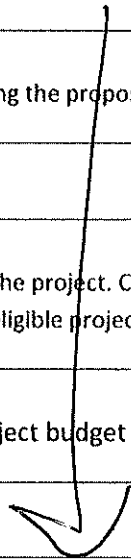
✓ Project Description _____
 Materials Used See attached project plan

Steps to Execution _____

✓ Project Timeline (Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress). _____

✓ Project Outcome (Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff). _____

✓ Project Budget and Explanation (A detailed project budget is needed to seek feasibility along with work samples and proposed art). _____



See last page _____ Date 10-18-24

See last page _____ Date 10-22-24

 City Approval Signature _____ Date _____

Attachment: City Plan Commission - Marathon Express Mural Proposal (7407 : Marathon Express Mural Proposal)



THIS CONTRACT IS BETWEEN:

Financially Responsible Party:

ANTIGO VISUAL ARTS, represented by:

Danna Gabriel, President (715-216-3027)

Madison Taylor, Public Art Chair (920-815-5330)

Artist's:

Beatie Gmeiner (920-213-2496)

Pat Packard (715-610-1075)

and

Business Owner:

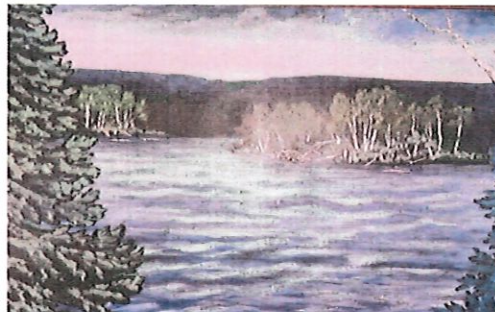
Willie from Marathon Station

1. Description of the work:

The proposed mural will be crafted by artists Beatie and Pat, whose work is inspired by their deep appreciation for nature and Wisconsin's scenic beauty. Although they have not previously collaborated with AVA, Beatie and Pat share a history of painting together from their earlier years. Pat has previously completed a mural inside the Swartzendruber Supper Club, while Beatie has created numerous murals in the homes of her children, showcasing her versatile talent. We are confident that their combined expertise will result in a stunning mural that will beautifully enhance the "hidden" spaces of Antigo, adding a delightful element of discovery to the community.

Please see some of the artist's previous work attached here:

Beatie Gmeiner - sample of work: Pat Packard - Inside Swartzendruber Supper Club:



Beatie and Pat would like to put this mural up on the south side of Willie's. Approximately 8 ft x 16 ft.

Artwork proposed:



Proposed wall:



2. Obligations of the artist and client:

- a) As this is a passion piece to be completed by the artists, AVA shall purchase materials necessary for the creation of the artwork..
- b) Client shall bear NO expense of any transportation or living costs incurred by the artist away from her home or studio, sales taxes, or customs duties, insofar as such expenses are reasonably incident to, or entailed by, the artist's creation, delivery or installation of the work (or supervision thereof).
- c) Artist/AVA shall create the artwork, or in certain circumstances oversee the work of a hired subcontractor/assistant.
- d) AVA shall hire and compensate any additional labor services necessary for preparation of the wall and/or installation of the artwork (murals on canvas).
- e) AVA shall secure any building permits necessary for the lawful creation and execution of the work.

- f) AVA shall provide OSHA compliant scaffolds/ladders to work on when necessary. For this mural, the client will include a lift.
- g) Any major changes that client requests of artist/AVA, after a contract is formed, will result in paying artist an additional \$75.00 per hour to create the change or changes.
- h) Any changes AVA/artist deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

3. Start and completion dates:

The artist/AVA shall undertake the creation of the artwork on _____ and complete the artwork on or by early spring 2025.

4. Additional artwork compensation:

Any additional artwork done by the artist/AVA shall be negotiated and compensated separately from this agreement.

5. Fees and schedule of payment:

Price of artwork :

$$(8 \text{ ft} \times 16 \text{ ft}) \times \$12 = \$1,536$$

Artists agree to donate 100% of their costs to complete this passion project.

Materials:

- a) Although the cost was researched, the actual cost may vary slightly due to a changing market. All receipts will be available upon request for at minimum 12 months after the completion of the mural.

- b) Material Cost Breakdown:

Menards

4" Roller's		\$11.19
9" Roller's		\$5.98
Paint Sticks 1 gallon		\$1.48
Paint Sticks 1 quart		\$1.48
Dutchboy Maxbond Quart	\$27.98 x 7 =	\$195.86
Marine-Grade Plywood 4x8	\$114.99 x 4 =	\$459.96

Walmart

3/2/1" Hoby Brushes	\$2.87 x 3 =	\$8.61
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Total Material Cost:		\$684.56
Add 5.5% Sales Tax		\$722.21

Materials already in possession, drop cloths, sealant, roller hardware, some brushes, ladders.

- c) Cost variations over \$70 (10%) of the total material cost will be discussed with AVA beforehand.

- d) 75% Material cost covered through grants acquired through AVA. The AVA board approved paying the balance.
- f) Upon purchase of these materials they become property of AVA, to be used firstly for the completion of this mural project and secondly to be used as AVA deems as responsible use of the materials.

Installation:

- a) _____ will be contracted through the AVA to complete this job. A quote of \$_____ was given.

Travel and Other Expenses:

- a) This is a local project therefore there is no cost.

Cost Breakdown:

i) Total Cost Breakdown:

Artists Compensation	\$1,536
Passion Project Discount	-\$1,536
Material Cost	\$722.21
Material Cost Covered by Grants	-\$541.66
Difference to be paid by AVA	\$180.55
Installation cost to be paid by AVA	\$_____

- h) Upon execution of this agreement, AVA shall apply grant money to the purchase of supplies.

6. Maintenance of the Work:

Marathon Station Owner shall notify AVA promptly in the event of the need for any maintenance or restoration services so that AVA/artist may have a reasonable opportunity to perform such work themselves or to supervise or consult in its performance. AVA/Artist shall be responsible for future maintenance and/or restoration services rendered. In absence of any need for restoration or maintenance, the work shall remain free of alteration by Marathon, who shall take reasonable precautions to protect it against damage or destruction by external forces. (In the event of possible alteration or destruction of the work due to proposed renovation or demolition of a structure to which the artwork is affixed, the artist shall be entitled to notification, by the client, affording the artist a reasonable opportunity to reclaim the artwork by removing it whole, at her own expense).

7. Warranty:

AVA/artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

8. Title of Ownership:

Title of ownership in the artwork shall remain with AVA and the artist upon the completion of the artwork.

10. Death and disability:

In the event of an incapacitation, illness, or injury of the artist and a delay arising therefrom in the execution of the work, the artist shall notify the client of such delay. In the event of the artist's death, AVA shall retain any payments made therein. AVA will then do their due diligence to complete the mural as contracted.

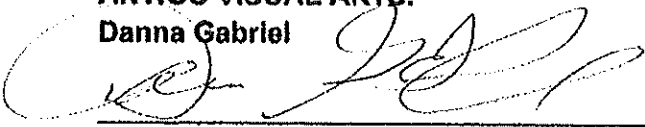
11. Other delay:

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

All parties agree to the above terms by signing.

ANTIGO VISUAL ARTS:

Danna Gabriel



Date: 10-22-23

ARTIST:

Beatle Gmelner



Date: 10-22-23

ARTIST:

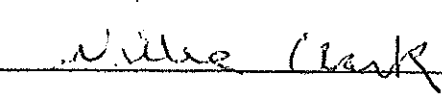
Pat Packard



Date: 10-21-24

BUSINESS AND BUILDING OWNER:

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: City Plan Commission - Marathon Express Mart Mural Proposal (7407 : Marathon Express Mart Mural Proposal)

+ find

PUBLIC ART ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made by and between the City of Antigo, Wisconsin, a municipal corporation ("City"), the Antigo Visual Arts, a not-for-profit Wisconsin Corporation, exempt under Section 501 (c) (3) of the Internal Revenue Code ("AVA") and the subject Building Owner, ("Owner"), for purposes of setting forth the agreement of City, Sponsor and Owner concerning the location, access and maintenance of Public Art located at 702 Superior St Antigo, WI ("Property"),

WITNESSETH:

WHEREAS, AVA is applying for a Public Art permit from City as provided for in Article XVI Public Arts – Permit and Regulations, Section 18 of the Municipal Code (copy of this Title attached as Exhibit I) to allow for a Public Art project that provides for the painting of historic or patriotic themed murals directly on walls or on panels that will be installed on walls on certain selected buildings throughout the community; and

WHEREAS, said murals will be designed and painted by a group of artists, referred to as AVA Volunteers, with the objective of visually capturing "events" (which may include places, businesses, products and people) of historic/patriotic value or significance to the Antigo area; and

WHEREAS, Owner's Property is being considered for an AVA event mural to be completed by June 2025 (date); and

WHEREAS, the location of a mural on the Property is recognized as a benefit to the Owner, City and AVA; and

WHEREAS, this Agreement is entered into to document Owner consent to having AVA paint a mural (install a mural) on Owner's property and to define the rights and responsibilities of each of the parties hereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner(s) represents and warrants that as the owner of the following described tract of real estate improved with a building commonly known as Marathon Station Antigo, Wisconsin and is fully authorized and empowered to enter into this Agreement, said improved real estate, herein after referred to as the "Property", being legally described as follows:

PROPERTY IDENTIFICATION NUMBER _____

2. Owner hereby consents to the building situated upon the Property being used in connection with the AVA mural project and in connection therewith the Owner specifically agrees to the following:
 - A. Owner authorizes AVA, by and through its agents, employees and/or contractors, to assign an AVA Volunteer team to paint a mural on the exterior wall (or on panels to be attached to the exterior wall) within the area depicted on Exhibit I of the building situated upon the Property.
 - B. Owner authorizes, prior to the painting of the mural, AVA and/or its agents and AVA Volunteers to inspect the wall on which the mural is to be displayed to determine what if

any maintenance needs to be completed for the wall to be used for this purpose. AVA and Owner will agree on modifications or improvements that will be made to the wall and, if necessary, the roof and other structures on the building to accommodate the mural. Responsibility for the undertaking and payment of the modifications or improvements shall be in accordance with the written agreement of the parties which shall be attached hereto as Exhibit II.

- C. Owner authorizes AVA, by and through its agents, employees and/or contractors and/or the AVA Volunteer team, to enter upon the Property for purpose of (1) inspecting the building for suitability as a location for a mural; (2) undertaking agreed to modifications or improvements to the building to accommodate the mural; (3) installing proper backing for the mural; (4) painting of the mural; (5) ongoing maintenance of the mural; and (6) removing the mural if the required Public Art permit is revoked or terminated by the City.
 - D. Except as otherwise provided for in Article XVI Public Arts – Permit and Regulations, Section 18 of the City of Antigo Municipal Code of Ordinances, as adopted on September 8, 2021, (a copy of which is attached hereto as Exhibit III), Owner agrees that the mural may be maintained on the building wall for an approximate twenty (20) year period. During this period, Owner agrees not to interfere with the appearance or artistic impression of the mural by placing obstructions in front of it, by erecting structures adjacent to, above or below the mural or by undertaking other measures that would detract from enjoyment of the mural. Owner also agrees not to remove the mural or the proper backing on which the mural is painted, or paint over, cover, or allow the mural painted by AVA Volunteers to be obliterated or modified in any way, without the prior written authorization of AVA and the City. If, as a result of the actions of the Owner, the Public Art Permit allowing for the mural is revoked, the Owner shall be responsible for the removal of the mural within 60 days of the date of the written notice to remove, or sooner, based upon a finding by the City of Antigo Common Council that it is a detriment to the health, safety or welfare of the public. As set forth in the City of Antigo Ordinance Article XVI Public Arts – Permits and Regulations, Section 18, if the mural is not removed within the time provided in the notice, the City shall have the right, but not the obligation, to either remove or contract for the removal of the non-permitted Public Art mural. Owner shall be responsible for reimbursing the City for all incurred costs, in addition to the penalties set forth in Article XVI Public Arts – Permits and Regulations, Section 18 of the City of Antigo Code of Ordinances.
 - E. The Owner agrees to hold AVA and the City, its respective officers, agents, employees, contractors, and any and all participants in the AVA Volunteer program harmless of and from any and all liability, and any and all claims of liability, arising out of or in connection with any and all work to be done on the Owner's building, including, but not limited to, the installation of the proper backing, other preparation work, and the installation of the mural and the subsequent maintenance thereof.
3. AVA hereby confirms:
- A. The mural to be located on the building will relate to the history or patriotism of the Antigo area, with the theme and design of the mural being within the discretion of the AVA, subject to the approval of the City.
 - B. AVA retains all ownership rights to the mural as an artistic work, including marketing, copyright and exhibition rights. Unless otherwise agreed by the parties hereto in writing, Owner shall have no right to market or distribute copies, photographs or other depictions

of the mural, except that Owner shall be entitled to include the mural in photographs, films or videotapes of the building to the extent that the building is an incidental part of the advertising for a business conducted by Owner or a tenant of Owner in the building. However, the City shall have the right to use photos, videotapes, films, and all other representations of the mural in its promotional materials.

- C. AVA has the sole right and responsibility to maintain the mural, and Owner grants AVA permission to do so. If AVA fails to maintain the mural as required as a condition of the permit and as a result the Public Art Permit is revoked, AVA shall be responsible for the removal of the mural within 60 days of the date of the notice to remove or sooner based upon a finding by the Common Council that it is a detriment to the health, safety or welfare of the public. As set forth in City of Antigo Ordinance Article XVI Public Arts – Permits and Regulations, Section 18, if the mural is not removed within the time provided in the notice, the City shall have the right, but not the obligation, to either remove or contract for the removal of the non-permitted Public Art mural. AVA shall be responsible for reimbursing the City for all incurred costs in addition to the penalties set forth in Article XVI Public Arts – Permits and Regulations, Section 18 of the City of Antigo Code of Ordinances.
- D. AVA's liability as set forth in this section shall be limited to the monetary amount then contained in AVA's separate account containing and holding the funds associated solely with the project.
4. The parties hereby agree that the City's only obligation under this agreement is in accordance with the City of Antigo Ordinance Article XVI Public Arts – Permits and Regulations, Section 18. The City has no other obligations herein. The parties hereby further agree that the City has no liability for any acts taken by any of the parties to this agreement.
5. The parties agree that by entering into this Agreement that AVA is not obligated to use the Owner's building for a mural but that this Agreement is necessary for the Owner's building to be considered for a mural, and accordingly the Owner agrees that this Agreement shall be irrevocable in the event the Owner's building is selected for a mural.
6. This Agreement shall run with the land and be binding upon the assigns and successors of the parties for a period of twenty (20) years from the effective date of this agreement or to such other extended date that may be approved by the parties by a written amendment to this agreement.
7. This Agreement shall be effective immediately upon execution by the City's execution of this Agreement and, provided that the AVA Volunteers paint a mural on the Owner's building on or before December 31, 2024, shall continue through and including December 31, 2025 _____, and further provided that if the AVA and the City determines the mural is in reasonably good condition and that the continued maintenance of the mural is in the best interest of AVA and the City after December 31, _____, AVA and/or the City shall have the right to renew and extend this Agreement for an additional period of up to 20 years through and including December 31, _____, said extension to be effectuated by AVA and/or City serving a notice of said extension upon the then Owner of the affected real estate and/or recording a notice of said extension on or before December 31, _____.

Owner Name (Please Print)

Owner Name (Signature) _____ Date _____

AVA Representative Name (Please Print)

AVA Representative Name (Signature) _____ Date _____

City Representative Name (Please Print)

City Representative Name (Signature) _____ Date _____

*See next page for
signature &*

7. Warranty:

AVA/artist warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

8. Title of Ownership:

Title of ownership in the artwork shall remain with AVA and the artist upon the completion of the artwork.

10. Death and disability:

In the event of an incapacitation, illness, or injury of the artist and a delay arising therefrom in the execution of the work, the artist shall notify the client of such delay. In the event of the artist's death, AVA shall retain any payments made therein. AVA will then do their due diligence to complete the mural as contracted.

11. Other delay:

If the execution of the work is delayed by an act or neglect of the client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside the artist's control, the artist shall be entitled to extend the completion date via verbal or written notification to the client, by the time equivalent to the period of such delay.

All parties agree to the above terms by signing.

ANTIGO VISUAL ARTS:

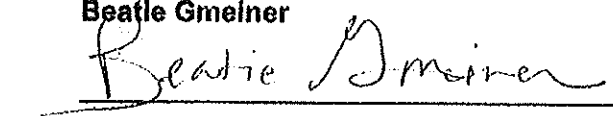
Danna Gabriel



Date: 10-22-23

ARTIST:

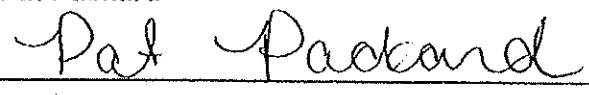
Beatle Gmelner



Date: 10-22-23

ARTIST:

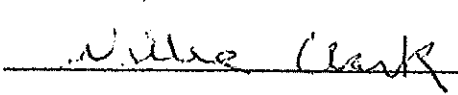
Pat Packard



Date: 10-21-24

BUSINESS AND BUILDING OWNER:

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: City Plan Commission - Marathon Express Mart Mural Proposal (7407 : Marathon Express Mart Mural Proposal)

This is for your information:

- On March 3rd, 2022, the City accepted parcels #201-2863.073, #201-2863.077, and #201-2863.076 from the previous property owner in exchange for any deferred special assessment costs on these three parcels plus parcel #201-2863.069.
- 1936 Charlotte Street, (2012863.073), Lots 2 and 3, consists of two parcels, combining for a total area of 2.03 acres, with a R-3 zoning.
- The City of Antigo will retain Lot 1 for a future well site.
- R-3 zoning allows one- and two-family dwellings only, **multi-family, such as apartment complexes are not permitted.**
- The City Plan approved moving forward with drafting and advertising a Request for Proposals (RFP), to develop the property into one or two-family dwellings and to follow current zoning regulations.
- The City originally requested a purchase price of \$28,000.
- Waldner & Sons Construction LLC's if offering to purchase the property for \$20,000.
- Waldner & Sons Construction LLC has agreed to include a 5-year reversionary clause in the purchase agreement. If construction on the site does not begin within five years from the date of purchase, the City of Antigo will retain the \$20,000 payment and ownership of the property.
- Waldner & Sons Construction LLC will be prohibited from selling the property as vacant land.
- A copy of the original RFP and a copy of the proposal are attached for your review.
- Waldner & Sons Construction have an excellent track record of building quality housing, and they maintain a great reputation throughout the community.

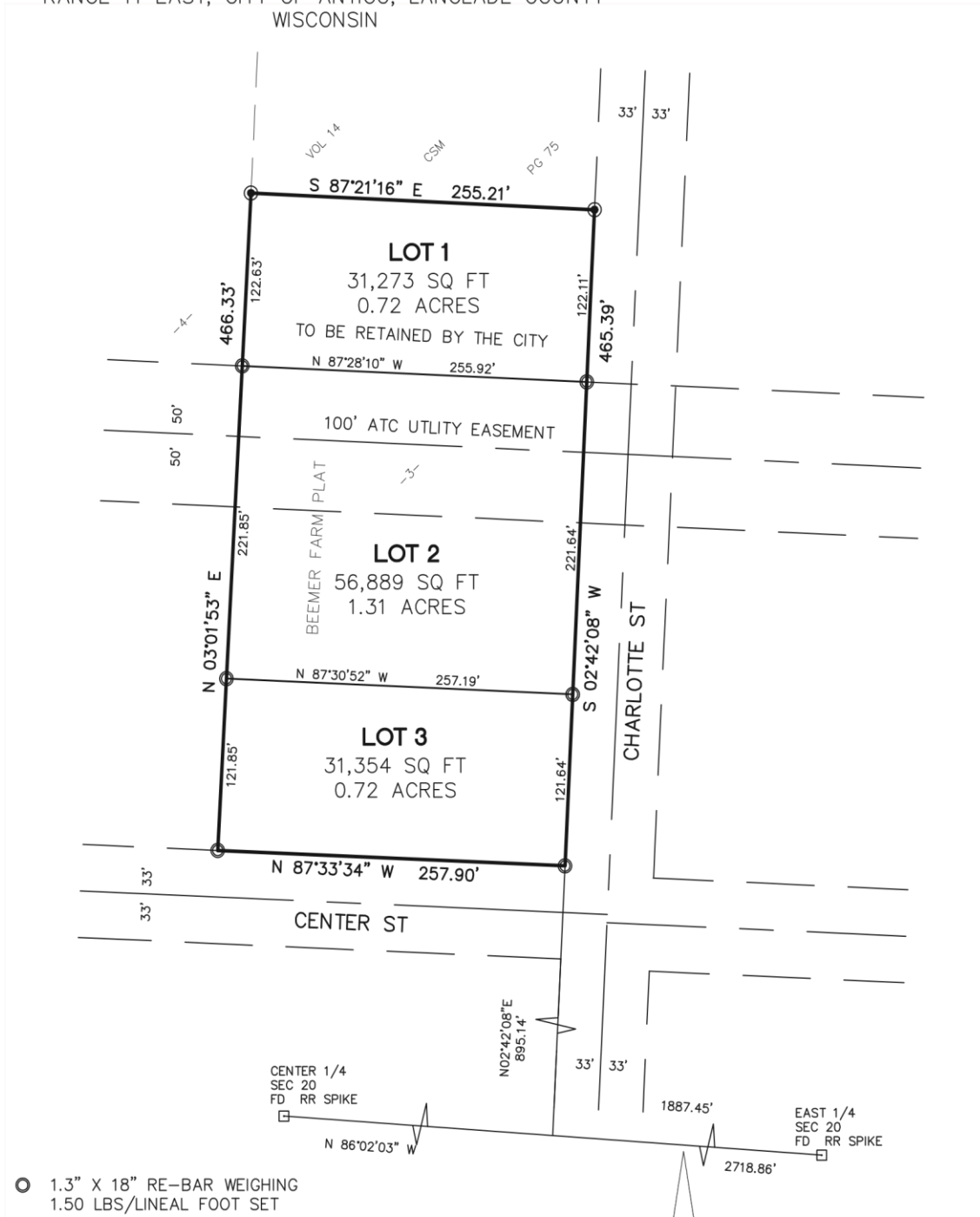
Recommendation to City Plan is to approve the proposal submitted by Waldner & Sons Construction LLC, to purchase 1936 Charlotte Street, Lots 2 and 3, for \$20,000 with a reversionary clause of 5 years and to include a stipulation that Waldner & Sons Construction LLC cannot resell the property as vacant land.



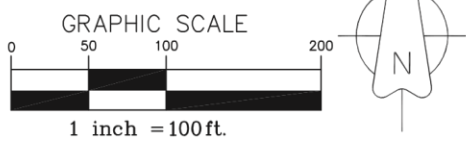
**CITY of ANTIGO
REQUEST FOR PROPOSALS
to
IDENTIFY HOUSING DEVELOPER INTEREST
on
CITY- OWNED PROPERTY LOCATED
At
1936 Charlotte St Property
+/- 2.03 Acres of Parcel 2012863.073**

CERTIFIED SURVEY MAP

OF PART OF LOT 3 OF THE BEEMER FARM PLAT
LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 31 NORTH,
RANGE 11 EAST, CITY OF ANTIGO, LANGLADE COUNTY
WISCONSIN



- 1.3" X 18" RE-BAR WEIGHING 1.50 LBS/LINEAL FOOT SET
 - FOUND 2" I. PIPE
 - ⊙ FOUND 1" I. PIPE
 - ▲ FOUND PK NAIL OR RR SPIKE
 - FOUND GOV'T CORNER
 - () RECORD DATA
- SHEET 1 OF 2



Attachment: RFP for Interested Developer Land Use - 1936 Charlotte St Property (7423 : Review and Approve Proposal for Housing

GENERAL SUMMARY:

- RFP Response Title: Housing Development 1936 Charlotte St Property
- Deadline for Submission: Wednesday, March 12th, 2025, at 10:00 a.m.
- Submit to: City of Antigo, 700 Edison Street – Antigo, WI 54409
- Labeling: All sealed submissions to include the description on the envelope stating, “**Housing RFP**” and should include the Developer’s name/address/contact info

INTRODUCTION:

The Antigo City Council seeks proposals (please submit two (2) copies of your full proposal) from qualified housing developers for the improvement of a +/- 0.1.31 acre parcel and a +/- 0.72 acre parcel, totaling +/- 2.03 acres, located along the west side of Charlotte Street north of Center Street. The development may cover the entire +/- 2.03 acres or any part thereof. The project should complement the surrounding environment while meeting the community’s needs.

DISCLOSURE:

This Request for Proposals (RFP) is being furnished by the City of Antigo (City) for the recipient’s convenience. Any action taken by the City in response to submissions made pursuant to this RFP, or in making an award or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, shall be without any liability or obligation on the part of the City and its employees, officers or members of Council and/or its Committees.

At its discretion, the City may at any time withdraw this RFP, may accept, or decline any submissions, and may waive any abnormality if the City deems appropriate by determining it is in the City’s best interest. The city has the ability to determine the responsiveness and acceptability of any submitted proposal.

It is the responsibility of the Developer to fully understand and interpret all applicable City of Antigo ordinances and building codes when preparing and submitting the proposal. Prospective Developers should be aware of the City’s review and approval process for development within the applicable zoning districts. The City is not liable for the Developer’s misinterpretation of any City policies or ordinances. The City makes no guarantees that any submission which conforms to the requirements of this RFP will be selected for consideration or approval.

The City and the selected Developer will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the City of Antigo Common Council and then only pursuant to the terms of the definitive agreements executed among the parties. The document typically utilized between the parties will be defined as a Developer’s Agreement.

SITE DESCRIPTION:

The +2.03 acres is currently zoned R-3 (Two Family Residence District) allowing for one- or two-family dwellings. Please refer to the City of Antigo's GIS mapping and zoning ordinances (including Chapter 14 – Land Use Regulations) regarding setbacks, land uses, permitting, conditional uses, parking, landscaping, storm-water management and etc. which can be accessed on the City's website www.antigo-city.org

DEVELOPMENT GOALS:

As indicated in the City's Comprehensive Plan, certain style housing shortages exist. This site offers the potential for single-family housing or two-family housing (duplexes). The development needs to be well-planned to allow for the separation of housing to allow for the required green space.

The development needs to be focused on creating a vibrant neighborhood. Houses shall include attached garages.

PURCHASE PRICE for the LAND:

The city is proposing a minimum purchase price by the Developer of \$28,000 for the south +/- 2.03 acres, Lot 2 and Lot 3, of parcel 2012863.073. Developers are required to identify their actual proposed purchase price within their proposal. The City reserves the right to further negotiate the purchase price after the submission of proposals with the prospective Developer as part of an overall Developer's Agreement.

THE CITY WILL NOT BASE ITS DECISION SOLELY ON THE PROJECT VALUE OR THE PURCHASE PRICE. OTHER FACTORS INCLUDE BUT ARE NOT LIMITED TO:

- Similar development(s) completed by the Developer including references.
- Projected marketing for the proposed development
- Housing type, design, site layout and materials utilized.
- Timeline for completion
- Tax base/assessment projections & overall economic impact of the project.
- Expertise of the project team and demonstrated success in other municipalities.
- Proposed utilization of local workforce/trades during construction
- Management plan for the facility
- Additional factors listed in the RFP.

PROPOSAL REQUIREMENTS (Please submit two (2) copies of your full proposal):

1. Summary of the Developer's Background
2. Summary of the Proposed Development
3. Projected use of local contractors and professional trades
4. Proposed Development
 - a. Conceptual site plan
 - b. Conceptual elevation and floor plan views
 - c. Land use & housing types
 - d. Total value of project

5. Project Timeline
 - a. Developer to describe any phased development projections.
 - b. Initial phase to identify number/type of units.
 - i. Future Phase(s) to be identified for number/type of units/schedule.
 - c. Detailed project schedule for Phase 1 construction/occupancy
 - d. Timeline for any projected additional phase(s)
6. Financials
 - a. Explain the Developer's financial strategy (including sources and utilization of funds) and demonstrate project feasibility. Explain any grants, loans or financial assistance programs being sought. Describe the Developer's overall experience with such programs, grants, and loans.
 - b. Describe any financial or infrastructure assistance needed from the City.
7. Additional Information
 - a. Provide examples of similar development projects and municipal contacts
 - b. Summary of the overall economic impact and tangible benefits for the city including tax base generation
 - c. Discuss any workforce housing benefits.
 - d. Describe how seniors might be served in the proposed development.

In addition to the evaluation of the proposals, the Common Council, its committees and/or City staff may conduct interviews with Developers. It is anticipated that a summary presentation will be made by the Developer to the City at the appropriate time.

PROPOSAL FOR HOUSING DEVELOPMENT AT 1936 lots 2 and 3 CHARLOTTE STREET

Developer: Waldner & Sons Construction Inc.
 Jacob Waldner 715-610-2482
 N888 Dahlke Road, Antigo, WI 54409

- 1) Waldner & Sons Construction has been building multiple family dwellings for over 30 years. We have worked with developers on their projects, running some job sites to completion.
- 2) Our proposal is build 3 bedroom home 2 bathrooms 1447 sq ft and laundry w/t attach 3 stall garage
- 3) Or Senior housing 2 bedroom 2 baths 1285 sq ft w/t ease of access w/t attach 1 stall garages
 Same as Charlotta St duplexes
- 4) We use some local contractors whenever possible depending on cost and availability. In the past we have used locals on our projects including Heinzen Plumbing & Heating, Neve's Flooring To Go, Frazza Overhead Doors and Antigo Menards for supplies.

D. Estimated value of the project is \$3,500,000 to \$4,000,000. Per lot

- 5) The financing will be with a local lender, Co Vantage Credit Union. We are requesting assistance from the City of Antigo with the land purchase of 10,000 per lot total of 20,000
- 7) Since 2016 we have built 10 duplexes with 20 senior living units in the City of Antigo.
 There are 2 Units 1305-1307 Edison Street
 There are 6 Units 727 to 711 Center Street
 We have 4 Units 122/124/128/130 Berner Street
 The newest are 8 Units 218 Fifth Avenue Units AB/CD/EF/GH

The project is to serve our community seniors and bring seniors into the community. It allows seniors to stay in the area. In addition to attracting people who left Antigo to move back and live in these comfortable, ease of access, private units.

PROPOSAL FOR HOUSING DEVELOPMENT AT 1936 lots 2 and 3 CHARLOTTE STREET

Developer: Waldner & Sons Construction Inc.
Jacob Waldner 715-610-2482
N888 Dahlke Road, Antigo, WI 54409



711 to 727 Center Street



122/124 Berner Street



128/130 Berner Street

1305/1307 Edison Street



Attachment: Waldner Proposal (7423 : Review and Approve Proposal for Housing Development at 1936 Charlotte Street)

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711 to 727 Center Street



122/124 Berner Street

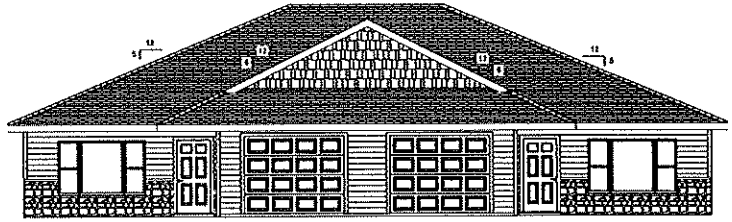


128/130 Berner Street

1305/1307 Edison Street



Attachment: Waldner Proposal (7423 : Review and Approve Proposal for Housing Development at 1936 Charlotte Street)



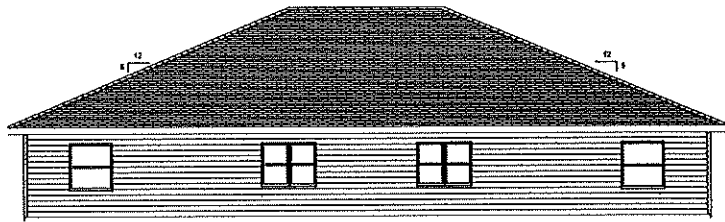
FRONT ELEVATION



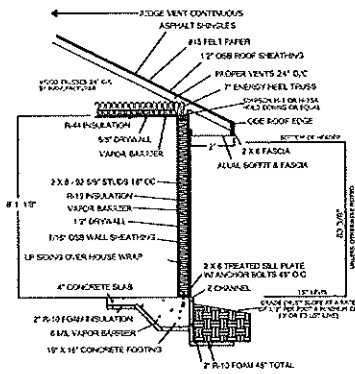
LEFT ELEVATION



RIGHT ELEVATION



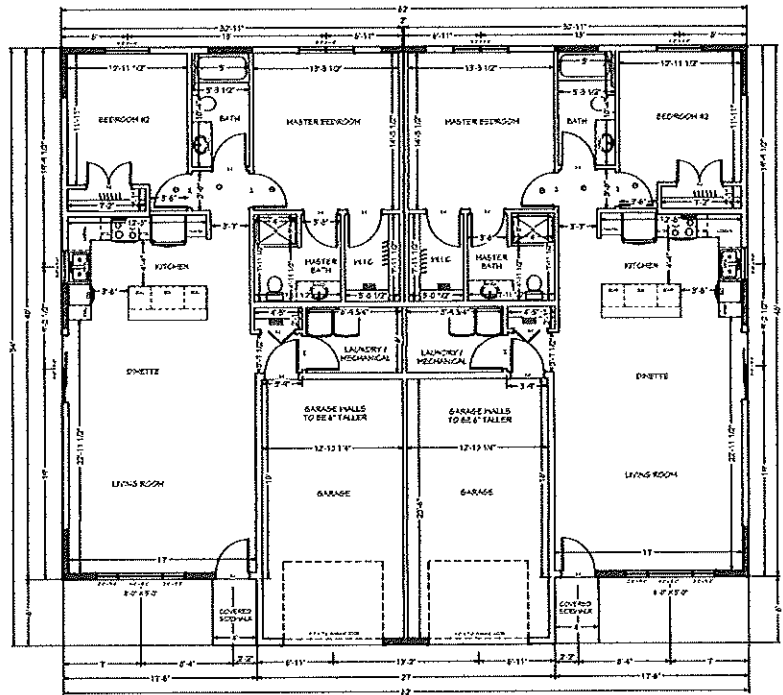
REAR ELEVATION



WALDNER CONSTRUCTION INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS. WE DO NOT PROVIDE AND ACCEPT NO LIABILITY OR ENGINEERING SERVICES. WE PROVIDE A CONTRACT ONLY.

WALDNER CONSTRUCTION INC. | WALDNER & SONS CONSTRUCTION

DA 1
12: 1
R 1
SH 1
1



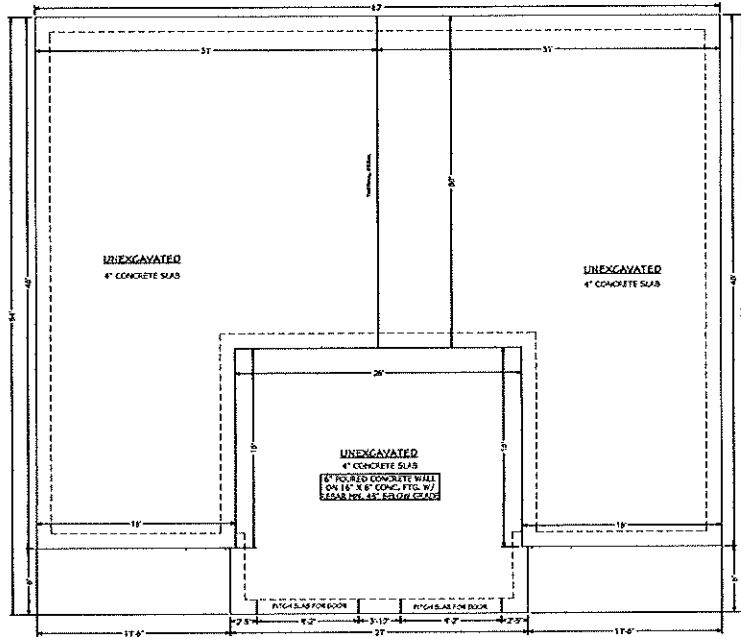
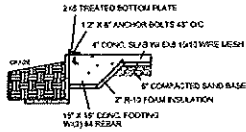
LIVING AREA
204.50 FT

NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. SEE GENERAL NOTES FOR FINISHES AND MATERIALS.

WALDNER CONSTRUCTION INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS. WE DO NOT PROVIDE PROFESSIONAL OR ENGINEERING SERVICES. WE PROVIDE A DRAWING SERVICE ONLY.

NO.	DESCRIPTION	DATE
1	WALDNER CONSTRUCTION INC. WALDNER & SONS CONSTRUCTION	
2	BA	
3	12/1	
4	SR	
5	EN	
6	SH	
7	2	



ELEVATIONS AND CONCRETE DETAILS (EXCEPT FOR BUILDER) PLAN MAY NOT REFLECT SITE CONDITIONS. BASEMENT WINDOWS PER BUILDER.
 WALDNER CONSTRUCTION INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS. WE DO NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES. WE PROVIDE A DRAFTING SERVICE ONLY.

DATE	BY	DESCRIPTION	SCALE
12/23	SA	WALDNER CONSTRUCTION INC. WALDNER & SONS CONSTRUCTION	1/4"
1/4	SC		5/8"
5/8	SH		3"

PROPOSAL FOR HOUSING DEVELOPMENT AT 1936 CHARLOTTE ST

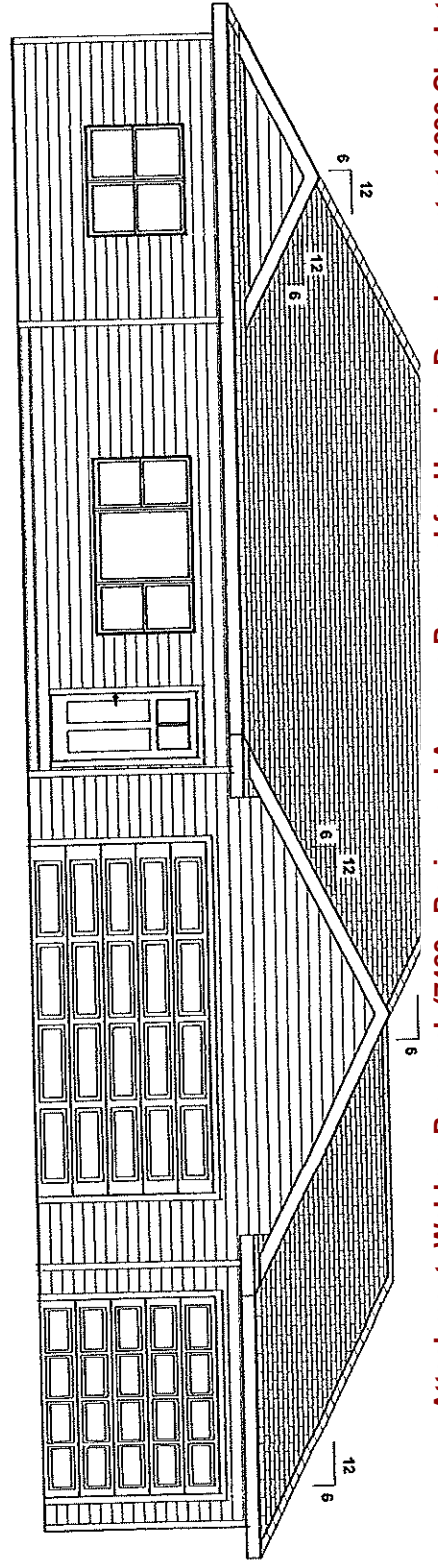
Waldner & Sons Construction has been building single family dwellings for 40 years.

Our proposal is to build family housing. The houses will have 3 bedrooms, 2 bathrooms, a laundry room and an attached 2 stall garage.

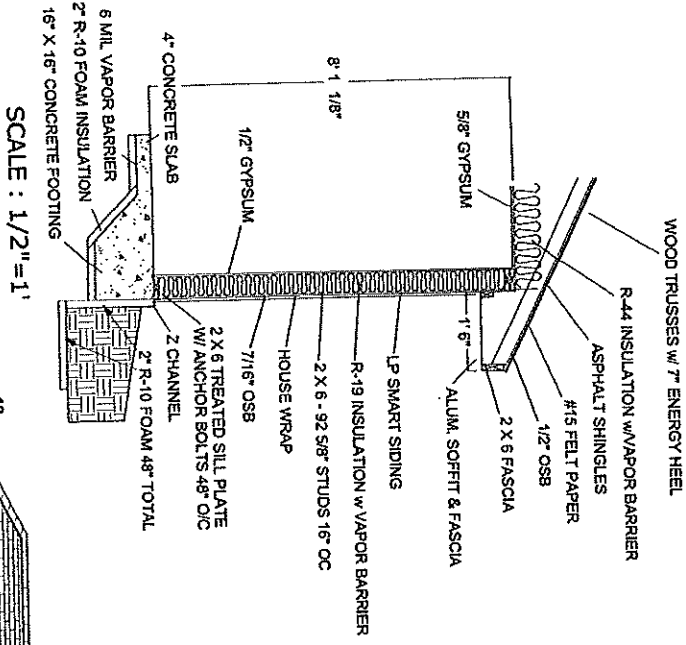


The floor plan will be the same as 123 Berner Street in Antigo.
The approximate value of \$350,000 to \$400,000

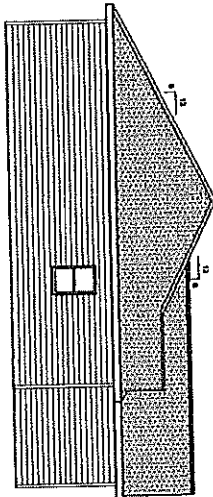
Developer: Waldner & Sons Construction Inc.
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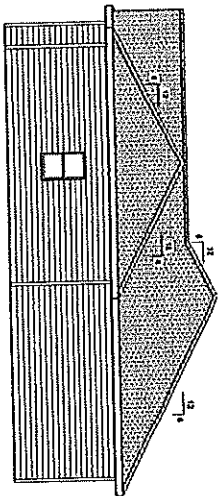
FRONT ELEVATION



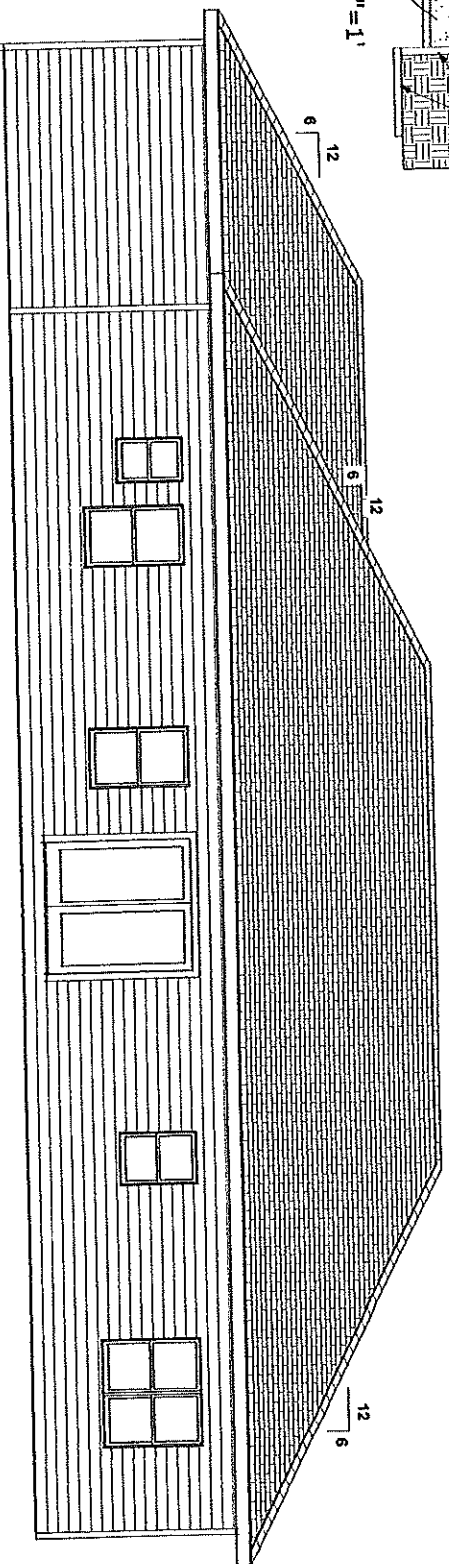
SCALE : 1/2"=1'



LEFT ELEVATION



RIGHT ELEVATION

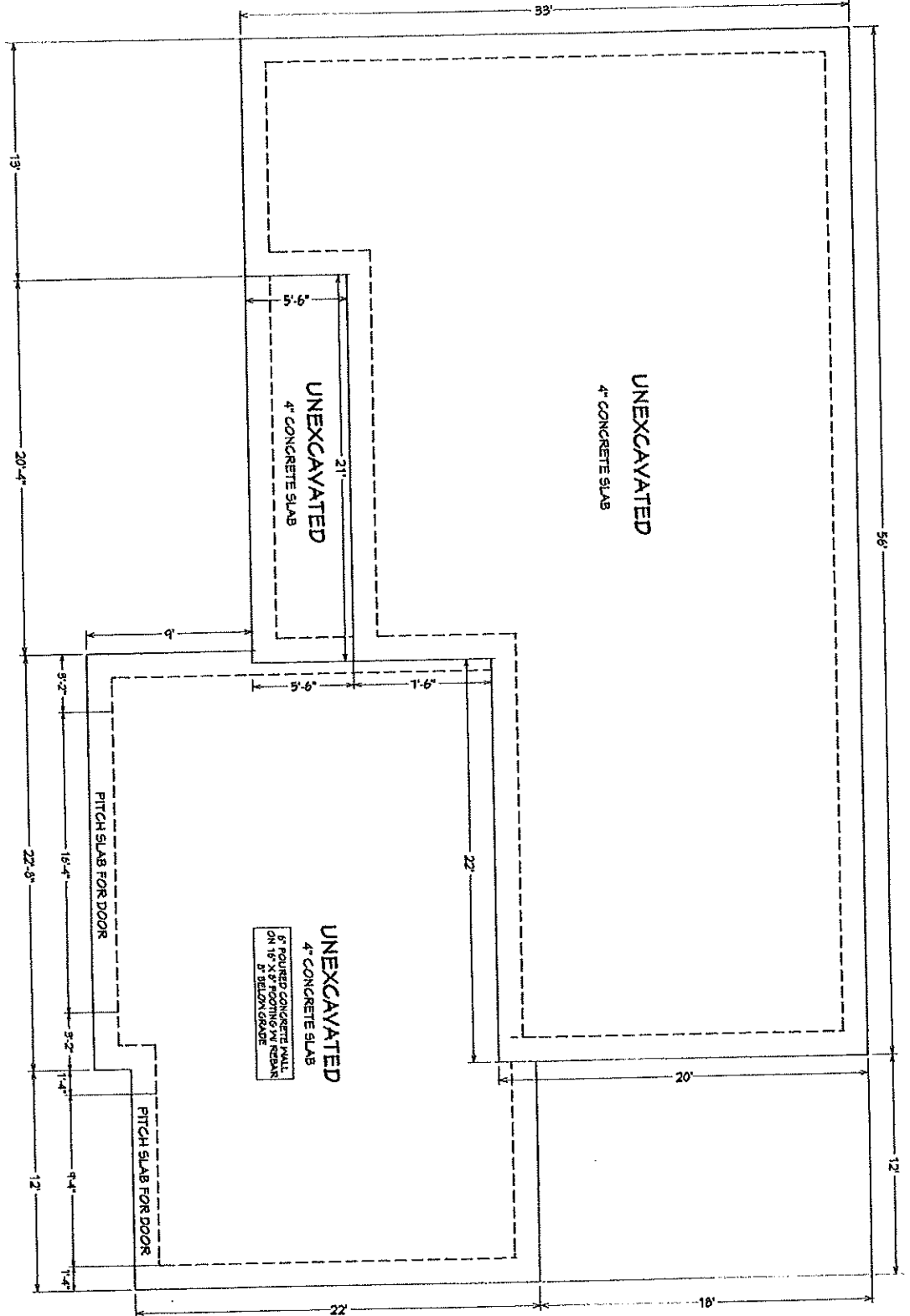


REAR ELEVATION

ELEVATIONS

NO.	DESCRIPTION	BY	DATE

WALDNER CONSTRUCTION INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS, WE DO NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES. WE KNOW HOW TO DRAW. WE DON'T KNOW HOW TO BUILD.



4" CONC. SLAB W/ 6X6 10/10 WIRE MESH
 6 MIL VAPOR BARRIER
 6" COMPACTED SAND BASE
 2" R-10 FOAM INSULATION
 1/2" X 8" ANCHOR BOLTS 48" O/C
 2X6 TREATED BOTTOM PLATE
 16" X 16" CONC. FOOTINGS W/ (2) #4 REBAR
 SCALE : 1/2" = 1'

WALDNER CONSTRUCTION, INC. DESIGN AND SUPERVISORY FOR THE FOUNDATION OF THESE FOUNDATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

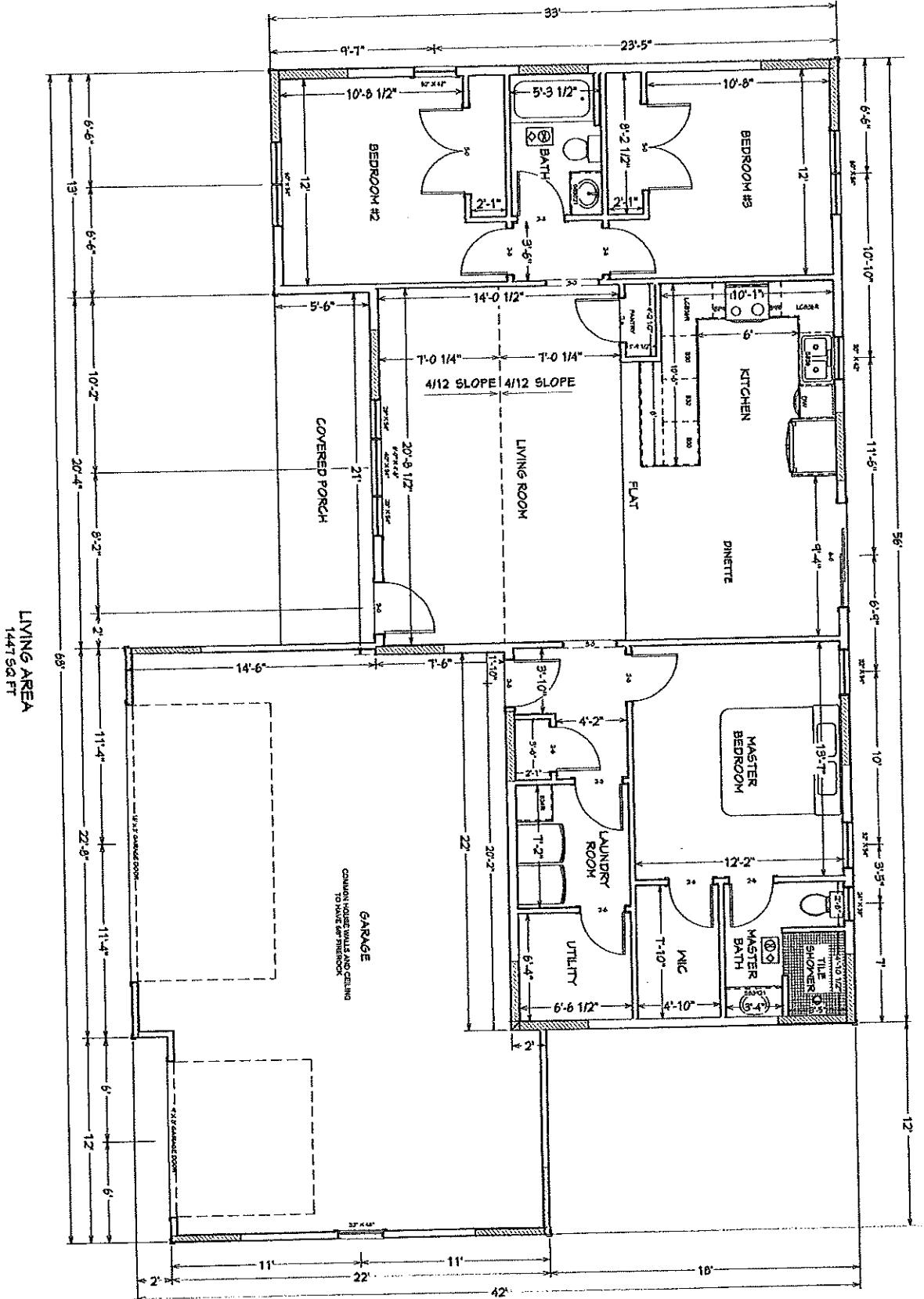
DATE: 10/11/2015
 SCALE: 1/4" = 1'

WALDNER CONSTRUCTION INC.
 WALDNERCONSTRUCTIONINC.COM
 DANIELJWALDNER@YAHOO.COM

FOUNDATION

NO.	DESCRIPTION	BY	DATE

WALDNER CONSTRUCTION INC. ASSUMES NO RESPONSIBILITY FOR THE
 ACCURACY OF THESE PLANS, AND DOES NOT WARRANT ANY OF THE
 INFORMATION CONTAINED HEREIN.



Attachment: Waldner Proposal (7423 : Review and Approve Proposal for Housing Development at 1936 Charlotte Street)

DATE: 10/11/20
 SCALE: 1/4" = 1'-0"
 2-2

WALDNER CONSTRUCTION INC.
 WALDNERCONSTRUCTIONINC.COM
 DANIELJWALDNER@YAHOO.COM

FLOOR PLAN

NO.	DESCRIPTION	BY	DATE

TO BE RETAINED BY THE CITY

N 87°28'10" W 255.92'

100' ATC UTILITY EASEMENT

BEEMER FARM PLAT

LOT 2

56,889 SQ FT
1.31 ACRES

N 87°30'52" W 257.19'

LOT 3

31,354 SQ FT
0.72 ACRES

N 87°33'34" W 257.90'

S 02°42'08" W