



CITY OF ANTIGO

CITY PLAN COMMISSION MEETING

COUNCIL CHAMBERS

Tuesday, May 07, 2024

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Minutes Approval

1. Minutes from the April 2, 2024 Meeting

Public Hearing

1. Public Hearing for Conditional Use Permit Application Under the Provisions of Ordinance No. 1095B, Section 14-746, the Municipal Code, for 133 Superior Street to Allow Trailer Storage

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

1. Consider Conditional Use Permit Application Under the Provisions of Ordinance No. 1095B, Section 14-746, the Municipal Code, for 133 Superior Street to Allow Trailer Storage
2. Schroeder's Gift Barn Mural Project Proposal

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: May 02,2024

TERENCE BRAND



NOTICE

NOTICE IS HEREBY GIVEN, that the following application for a Conditional Use Permit under the provisions of Ordinance No. 1095B, Section 14-746, the Municipal Code, has been filed:

“Original Plat Lots 19 & 20 & That Pt of Springbrook That Lies Betw E & W Bndry Lns of Lot 18 & S ½ Vacant 9th Ave Lyg N of & Adj to Lots 19 & 20 Block 85 Parcel #201-1204 (133 Superior Street)”

to allow trailer storage.

FURTHER, that a public hearing will be held on the above application before the City Plan Commission of the City of Antigo on Tuesday, May 7, 2024, at 6:00 p.m. in the Council Chambers, City Hall, 700 Edison Street, Antigo, Wisconsin, at which time opportunity to be heard will be given all interested persons.

Kaye M. Matucheski
City Clerk-Treasurer/Finance Director

City of Antigo, 700 Edison Street, Antigo, Wisconsin 54409-1955
The City of Antigo is an Equal Opportunity Provider
Phone (715) 623-3633 Fax (715) 627-7099
www.antigo-city.org



APPLICATION FOR CONDITIONAL USE HEARING

CITY OF ANTIGO BUILDING INSPECTOR AND ZONING ADMINISTRATOR

700 EDISON STREET, ANTIGO, WISCONSIN 54409

PHONE: 715.623.3633 x134 Fax 715.627.7099

rmusolff@antigo-city.org

ALL INFORMATION MUST BE PRINTED AND LEGIBLE

FEE \$ 100.00

DATE OF APPLICATION: 3-29-24

APPLICANT NAME (S): Michael Schlichter

ADDRESS: 133 Super St

CITY: Antigo STATE Wis ZIP 54409

PHONE: 715 623 3294 EMAIL: _____

PROPERTY ADDRESS: 133 Super St PARCEL NUMBER: 2011204

LEGAL DESCRIPTION: original plat lots 19+20 + that pt of Springfield

that lies between F&W family. Ins of lot 18+5th vocal 97th ac

ly. Not + adv to lots 19+20 Parcel 85 14-746

APPLICANT REQUEST FOR CONDITIONAL USE OF ORDINANCE NUMBER: _____

FOR THE PURPOSE OF: Trailer storage

It is understood that a Public Hearing will be held before a request for the above Conditional Use is, or is not approved. Applicant will be notified of the date and place of the Public Hearing.

APPLICANT SIGNATURE: Michael Schlichter

FOR OFFICE USE ONLY BELOW THIS LINE

ADJACENT PROPERTY OWNERS WITHIN 100 FEET

ACTION OF THE CITY PLANNING COMMISSION: _____ APPROVED _____ DENIED

CITY PLAN COMMISSION RECOMMENDATION TO CITY COUNCIL: _____

SIGNATURE OF CHAIRPERSON OF
CITY PLAN COMMISSION

DATE

Attachment: Conditional Use Application (3rd) for 133 Superior Street - Michael Schlichter 5-7-2024 City Plan (6852 : Conditional Use Application

"Antigo Area on the go"
BUILDING INSPECTOR/ZONING ADMINISTRATOR
715-623-3633 ext134
FAX 715-627-7099

Memo

To: City Plan Commission

From: Beth McCarthy, Building Inspector/Zoning Administrator

Date: 5/7/2024

RE: To allow a semi-trailer to be used as an accessory structure or storage facility in a business or industrial district.

This is for your information:

- 133 Superior St is zoned I-1 (Limited Industrial Zoning)
- Sec. 14-746 Accessory uses or structures reads as follows:
 - (e) Use restrictions in:
 - (2) Business and industrial districts. Shipping container, truck body, semi-trailer or similar devices used as an accessory structure or storage facility shall be approved as a conditional use.
- 133 Superior St is in the flood plain and permanent storage buildings are required to be engineered.
- The owner of 133 Superior St is currently using both a semi-trailer and a van body for storage. This is not a flood plain violation.
- The City Council officially approved Mr. Schilcher's 1st Conditional Use Permit on Aug. 9th, 2023, and it was not followed. Mr. Schilcher applied for a 2nd Conditional Use Permit, which was denied.

Below is a summary of a verbal agreement made between the City and Mr. Schilcher prior to a 3rd Conditional Use Permit application submittal for 133 Superior St:

133 Superior St – Mike Schilcher
City/Owner Verbal Agreement Summarized

If the following conditions below are met, the City Building Inspector and the Mayor will recommend approval of the new conditional use permit to the City Plan Committee.

- 1. The permit must be submitted within 14 days.*
- 2. The existing smaller trailer must have a usable door installed.*
- 3. The existing larger trailer must be moved to the south side of the main building and be placed behind the face of the main building.*

4. *Nothing shall be stored under the larger trailer.*
5. *All vehicles on the property must be in compliance.*
6. *The property must be kept in compliance with all City of Antigo Ordinances.*

Mr. Schilcher has met all of the agreed upon conditions and it is my recommendation to approve the third conditional use permit application, submitted by Mr. Schilcher, to allow the two existing trailers to be used as accessory buildings in their current locations.







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

DATE: May 7, 2024
TO: City Plan Commission
FROM: Karin Derauf, City Administrator
SUBJECT: Schroeder's Gift Barn Mural Project

Attached is a proposal and permit application/agreement for a mural project to be located on the north side of Schroeder's Gift Barn. 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 a Northwoods-themed mural on Schroeder's Gift Barn located at 734 Superior St. S.

Schroeder's and the Antigo High School Art Club have collaborated on a mural design depicting a Northwoods scene which will span the whole of the wall on the north side of the building. 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 \$685.00 at 75% or a total grant disbursement of \$513.75 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 \$513.75 from the grant funds upon receiving receipts from Antigo Visual Arts/Antigo High School Art Club for material costs for the mural project to be located at 734 Superior Street South".



SCHROEDER'S GIFT BARN MURAL PROJECT

SCHROEDER'S GIFTS, AHS ART CLUB, AND ANTIGO VISUAL ARTS ARE COLLABORATING TO BRING A NORTHWOODS-THEMED MURAL TO THE NORTH-FACING WALL OF SCHROEDER'S GIFT BARN. IT WILL BEAUTIFY SUPERIOR ST. AND BRING YOUTH INVOLVEMENT TO THE COMMUNITY IN ANTIGO.

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Contact Information:

Madison Hoff

AVA Public Art Committee Chairperson

[madtaylor0717@gmail](mailto:madtaylor0717@gmail.com)

Danna Gabriel

AVA Board of Directors, President, Director of Student Services

Home: (715) 216-3027

[dmatgabriel@gmail](mailto:dmatgabriel@gmail.com)

Olivia Kraucyk

Antigo High School Art Club Advisor

Cellphone: (715) 846-2424

okraucyk@antigoschools.org

[treasurer.avapublicart@gmail](mailto:treasurer.avapublicart@gmail.com)

Brett Powell

Antigo High School Art Club President

241427@antigoschools.org

Erin Schroeder

Mural Lead at Schroeder's Gifts

[abbottel89@gmail](mailto:abbottel89@gmail.com)

Artists

Brett Powell, Allison Gerfen, Juliea Busch, Max Busse, additional Art Club members

About Antigo Visual Arts Public Art Committee:

Antigo Visual Arts (AVA) Public Art Committee was created by AVA members and is part of the nonprofit Langlade County Historical Society with the idea of beautifying our city's downtown. With the help of the City of Antigo and Langlade County Economic Development, AVA's push for murals downtown became reality with the city setting aside \$5000 of a facade grant. Grant money will be utilized on a per project basis, paying 50% (up to a maximum of \$1000 per mural project) made available by the city toward the cost of materials/supplies and the rental of necessary lift equipment.

Artists' Vision Statement:

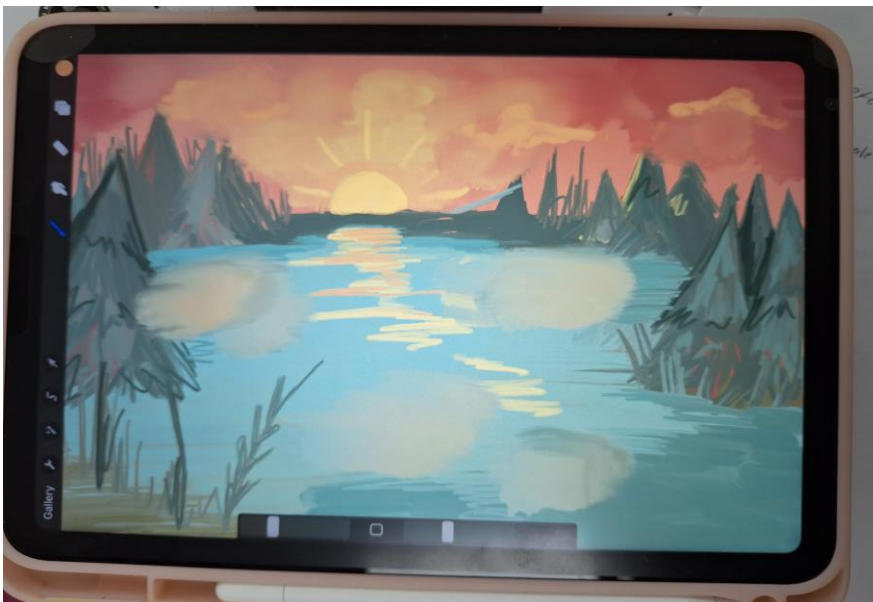
Schroeder's and AHS Art Club collaborated on a vision for this mural involving bold color in a comforting Northwoods scene. Schroeder's Gifts is a locally owned boutique on Antigo's famous south side. The interior is a beautiful snapshot of the Northwoods charm, but the exterior is in need of the same treatment! Our vision is to show the inviting, calm, breathtaking nature of the Northwoods scenery spanning the whole wall. A local viewer might recognize it as their favorite fishing spot or a view from their favorite trail. Art Club students, grades 8-12, are excited to lend their talents to beautify Antigo. Youth involvement is incredibly important to the future of our community; it gives the students connection and ownership to the community and allows the community to support and connect to our youth.

Photo of Wall and Sketch of Mural:

Photo of Current Location



Sketch of Proposed Mural



Budget Proposed:

The budget for the proposed project is \$7,885.00 with 3 funding/donation sources. The material cost alone is \$685.00. City of Antigo and Langlade County Economic Development 'Facade Grant' will reimburse up to \$5000 of Antigo Visual Arts' various mural projects. Grant money will be utilized on a per project basis, paying 75% (up to a maximum of \$1000 per mural project) made available by the city toward the cost of materials/supplies and the rental of necessary lift equipment.

Antigo Visual Arts will provide –

- AVA will donate a selection of supplemental acrylic paints totalling an estimate of \$50.00
- AVA will donate a portion of the Anti-Graffiti coating left from past projects totalling an estimate of \$100
- AVA will donate ladders and equipment from past projects as AVA volunteers are able.

AHS Art Club will provide –

- Artists will volunteer their time - a rate of \$10 /sq ft for 720 sq ft would be a donation of \$7,200.00.
- Art Club will provide a material budget of a maximum of \$200

Schroder's Mural will provide –

- Schroeder's will provide a material budget of a maximum of \$400

The costs are itemized below:

Expense	Amount
Powerwasher (wall prep)	\$35.00
Wire Brush (\$3 x5 wall prep)	\$15.00
Primer (\$100/5 gallon bucket x 1)	\$100.00
Anti-graffiti/clear coat (\$100/gallon x 3 gallons)	\$300.00
Paint (\$45/1 gallon can x 3)	\$135.00
Paint (\$5/sample can x 10)	\$50.00
Brushes, tape, other material	\$50.00
Installation Costs	\$00.00
Artist Fee	\$7,200.00
Grand Total:	\$7,885.00
Total Material Cost:	\$685.00

Material prices may fluctuate slightly and are subject to change.

Materials Used and Steps to Execution:

The MDO boards will go through a series of applications from the artist including primer application, painting the art on the surface, and a final protective anti-graffiti coating.

- Surface Preparation
 - The artists will pressure wash the exterior wall to clear any debris and old paint residue. Students will have supervision from Club Advisor, AVA member, and/or building owners. Artists will also clear any remaining rough surfaces using wire brushes.
 - The artists will then apply an exterior primer to the surface of the wall to prepare for a long-lasting painting application.
- Painting Specifications
 - The artist will use a mixture of roller painting and brushwork to complete the artwork. Rollers will be used to apply the background colors and brushwork will be used for detailed artwork. Vents, windows, or other fixtures on the wall will be taped off and avoided unless cleared by building owners.
- Protective coating:
 - Anti-graffiti coating will be applied to the artwork by the artist at completion of the project.
 - Anti-graffiti-industrial.sherwin-williams.com/content/sherwin-williams/pcg/industrial-sw-com/na/us/en/protective-marine/catalog/product/products-by-industry.11543396/2k-waterbased-anti-graffiti-coating.9897020

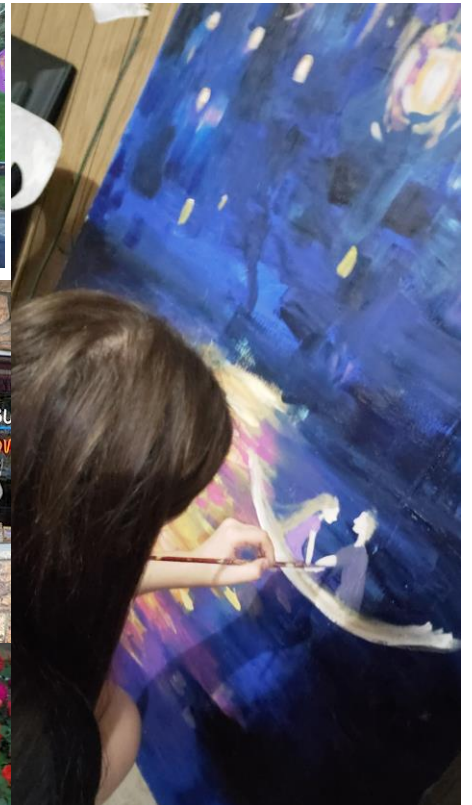


Timeline:

March 25-29th (pending weather)	April 1-19 (pending weather)	April-May	May 3
Wall Prep and Priming	Painting	Final details and anti- graffitti coating	Completion

About the Artist:

AHS Art Club is a school-sponsored club that promotes: Artists supporting Artists; Growing your personal art interest and the art community in Antigo; and Actively participating in the art community activities and events. We are ~20 students strong in the 23-24 school year. Olivia Kraucyk and Abby Schwanke are the club advisors.



Building Owner

Date

AVA Representative

Date

Attachment: Schroeder's Gift Barn Mural Proposal (6854 : Schroeder's Gift Barn Mural Project Proposal)

CITY of ANTIGO - PUBLIC ART PERMIT APPLICATION

Applicant Name: AHS Art Club/Schroeder's Gifts/AVA Date of Application: 4-8-24
 Applicant Address: 1900 10th Ave Antigo Phone # 715-623-7611
 Business Address (if different from applicant): 734 S. Superior St. Antigo
 Building Owner (if not applicant): Schroeder's Phone # 715-623-3429
 Concept Approved by Antigo Visual Arts (AVA)? YES X NO

Date of AVA Agreement:

Theme of the Project: Northwoods Lake

Describe Location of Artwork: North Wall Schroeder's Barn

Identify Alternate Location (if any):

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

Materials to be utilized in the Artwork: primer, paint, anti-graffiti coating
rollers, brushes, ladders, ? scaffolding

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

Estimated Cost for the Project:

Paint Materials	\$	<u> </u>	<i>See proposal copy attached</i>
Sign Board Media	\$	<u> </u>	
Aerial Lift Rental	\$	<u> </u>	
Other (please identify)	\$	<u> </u>	
Other (please identify)	\$	<u> </u>	
Other (please identify)	\$	<u> </u>	
Total Estimate =	\$	<u> </u>	

5-Year Maintenance Plan In-Place? YES NO

Describe Maintenance Plan & Funding Sources:

Application forwarded to City Plan Commission: Ethan M. HAA Date: 4/8/24
 Building Inspector/Zoning Administrator

Date Approved by Plan Commission:

Date Approved by City Council:

Attachment: Schroeder's Gift Barn Mural Proposal (6854 : Schroeder's Gift Barn Mural Project Proposal)



Attachment: Schroeder's Gift Barn Mural Proposal (6854 : Schroeder's Gift Barn Mural Project Proposal)

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 734 Superior St. S., Antigo, WI 54409 ("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 12/31/2024; 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 Schroeder's Gift Barn, 734 Superior St. S., 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 201-2541

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 in order 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 period 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 any and 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 any 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 period 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 any and 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, 2024, 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, 2024, 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:

Erin Schroeder
Erin Schroeder

Date: 4/8/2024

AVA:

Erin Schroeder
BY: Erin Schroeder

Date: 4-8-24

City:

BY: _____

Date: _____