



# CITY OF ANTIGO

## CITY PLAN COMMISSION MEETING

COUNCIL CHAMBERS

Tuesday, June 03, 2025

CITY HALL, 700 EDISON STREET

6:00 PM

### Call to Order

### Minutes Approval

1. Approve Minutes from the May 6, 2025 Meeting

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

1. Marathan Gas Station Mural Change Request

### 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 treasurer'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 28,2025

THOMAS BAUKNECHT



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

## Staff Report

To: City Plan Commission Members  
 From: Karin Derauf, City Administrator  
 Date: Tuesday, June 3, 2025  
 Subject: Approval of Marathon Mural Change Request

### Historical Background

Attached are the historical documents from the original proposal by AVA and presentation to both the City Plan Commission as well as the City Council. Both city bodies approved the proposed artwork to be installed on the south facing external wall of the Marathon Express Mart located at 702 Superior Street.

### Current Circumstance

Attached are photos of the artwork at this time, along with an email requesting a change to the mural by adding language in the open sky space of the mural. The language addition request is as follows:

“Protect Our Natural Resources”

Also attached is a copy of the City Ordinance which includes language about any changes to a mural after approval. Another consideration is the new proposed messaging and its relevance to and placement in the community. The mural should match the values of the community as well as be placed in a location that makes sense for the overall message or sentiment of the mural. In this case, if the language is added regarding “protecting natural resources”, please bear in mind that this will be on the wall of a gas station.

### Fiscal Impact

There is no fiscal impact to the City.

**Total Impact**                      **\$ 0.00**

### Recommendation

Staff is presenting this information for discussion and possible action to move forward for final Council approval.

Delete
 Archive
 Report
 Reply
 Reply all
 Forward
 Zoom
 R

[External] Mural

IMG\_5008.jpg
 Messeng...9D705.jpeg

**DG** Danna Gabriel <dmatgabriel@gmail.com>

To: Mayor; Karin Derauf

Cc: Angie Close <aclose@co.langlade.wi.us>

Wed 05/07/25 9:49 AM

**Flagged**

You replied on Wed 05/07/25 10:25 AM



2 attachments (1 MB) Save all to OneDrive - City of Antigo Download all

Hello Mayor Tom and Karin,

Beatie and Pat are almost finished with their mural for the Marathon Express Mart. See attached photos. They had a suggestion regarding the empty space in the sky to put some words. Such as "Protect Our Natural Resources" or something like that. Is that an option for them?

Reply
 Reply all
 Forward

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathon Gas Station Mural Change Request)



Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 - Marathon Gas Station Mural Change Request)



Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 - Marathon Gas Station Mural Change Request)



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

DATE: April 9, 2025  
 TO: City Council  
 FROM: Karin Derauf, City Administrator  
 SUBJECT: Marathon Express Mart Public Art Project - 702 Superior St., Antigo

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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 Council "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)	\$	(_____)
<b>Total Estimate = \$</b>		<b><u>\$72221</u></b>

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: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathon Gas Station Mural Change Request)

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 <sup>Cap 4,000 CAP</sup> ~~up to \$1,800.00~~. The amount requested should match the total expenses listed in the Project Budget below).

\$ 545.00

✓ Project Description \_\_\_\_\_

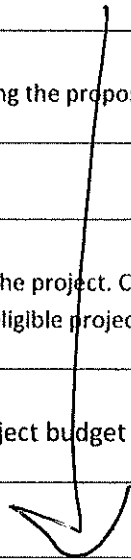
Materials Used See attached project plan

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: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathon Gas Station Mural Change Request)



**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:**

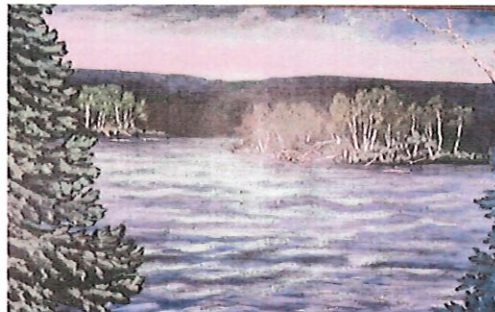
**Willie from Marathon Station**

**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.

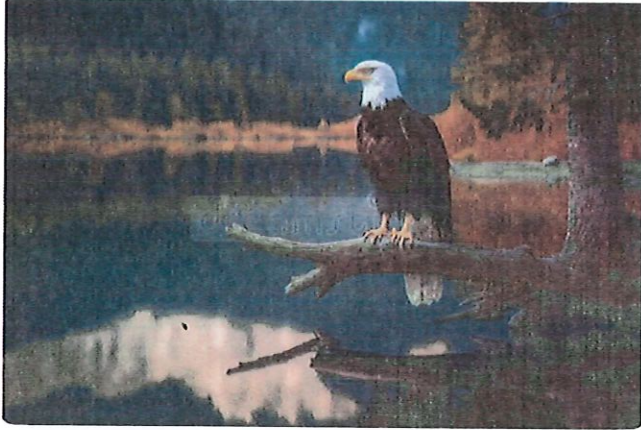
Please see some of the artist's previous work attached here:

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 ft x 16 ft ) x \$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.

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)

- 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.

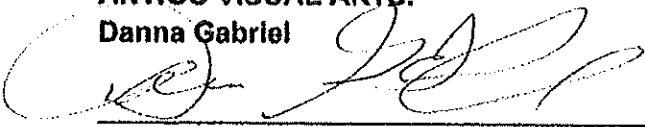
**11. Other delay:**

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:**

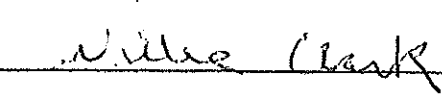
Pat Packard



Date: 10-21-24

**BUSINESS AND BUILDING OWNER:**

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)

+ 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, \_\_\_\_\_.



**7. Warranty:**

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**ANTIGO VISUAL ARTS:**

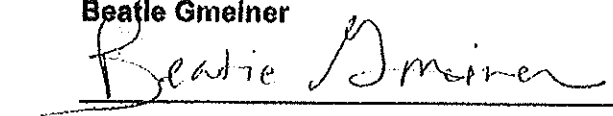
Danna Gabriel



Date: 10-22-23

**ARTIST:**

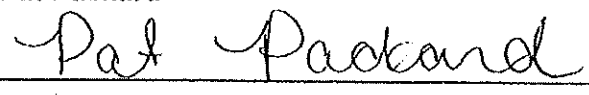
Beatle Gmelner



Date: 10-22-23

**ARTIST:**

Pat Packard



Date: 10-21-24

**BUSINESS AND BUILDING OWNER:**

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)



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

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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)	\$	(_____)
<b>Total Estimate = \$</b>		<b><u>\$72221</u></b>

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: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathon Gas Station Mural Change Request)

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 <sup>cap 4,000 CAP</sup> up to ~~\$1,800.00~~). The amount requested should match the total expenses listed in the Project Budget below).

\$ 545.00

✓ Project Description \_\_\_\_\_

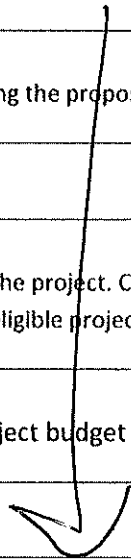
Materials Used See attached project plan

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  
Building Owner Signature

10-18-24  
Date

See last page  
AVA Representative Signature

10-22-24  
Date

\_\_\_\_\_  
City Approval Signature

\_\_\_\_\_  
Date



**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:**

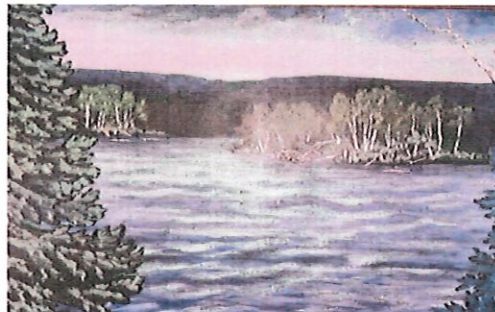
**Willie from Marathon Station**

**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.

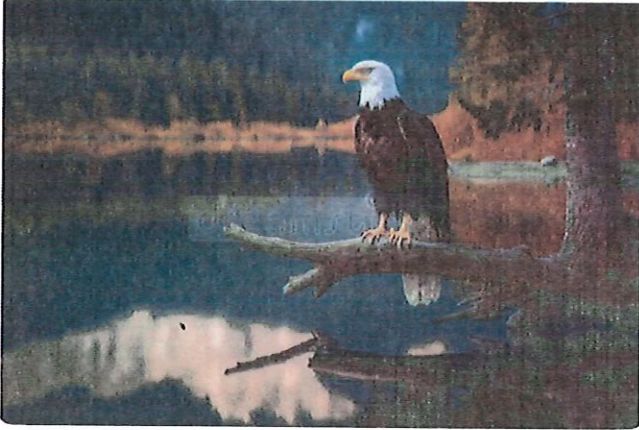
Please see some of the artist's previous work attached here:

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
---------------------	--------------	--------

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.

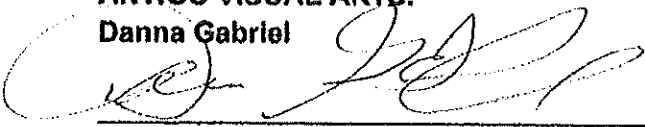
**11. Other delay:**

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:**

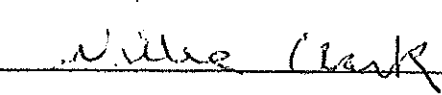
Pat Packard



Date: 10-21-24

**BUSINESS AND BUILDING OWNER:**

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)

+ 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 &*

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)

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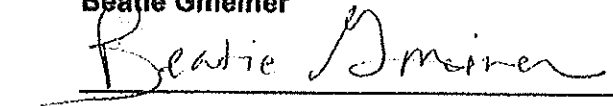
Danna Gabriel



Date: 10-22-23

**ARTIST:**

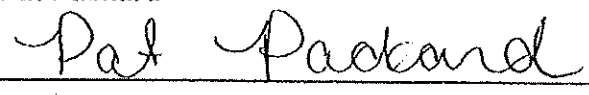
Beatle Gmelner



Date: 10-22-23

**ARTIST:**


Pat Packard



Date: 10-21-24

**BUSINESS AND BUILDING OWNER:**

Marathon Station, Owner Willie



Date: 10-18-24

Attachment: 06-03-25 City Plan Commission - Marathon Gas Station Mural (7546 : Marathan Gas Station Mural Change Request)