



City of Antigo

Hotel/Motel Tax Commission Meeting

Council Chambers City Hall, 700 Edison Street	Monday, October 20, 2025 8:30 AM
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Call to Order

Approval of Minutes

1. Approve Minutes from the June 25, 2025 Meeting

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

2. Tourism Promotion and Destination Agreement

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: October 15, 2025

Chet Haatvedt, Chairperson

CITY OF ANTIGO
HOTEL MOTEL COMMISSION
MINUTES OF MEETING HELD
JUNE 25, 2025

Hotel Motel Commission of the City of Antigo met in Regular Meeting on the above date at 8:30 AM in the Council Chambers, City Hall, Member/Vice Chairperson Tom Quinlan presiding.

Attendee Name	Title	Status	Arrived
Glenn Bugni	Council President	Present	
David West	Member	Present	
Tom Quinlan	Member/Vice Chairperson	Present	
Gordon Neve	Member	Present	
Chet Haatvedt	Member	Present	

Others in attendance were: Thomas C. Bauknecht, Mayor; Karin Derauf, City Administrator; Michael Winter, City Attorney; Shannon Smith Administrative/Clerical Assistant; Angie Close, Langlade County Economic Development Corporation (LCEDC); Keri Beck, LCEDC; Deena Grabowsky, Antigo/Langlade Chamber of Commerce; Daniel Murphy, Attorney for Antigo/Langlade County Chamber of Commerce; Mark Edwards, Alderperson Ward 5 and Zach Zagar, Antigo Lions Club.

Minutes Approval

1. Approve Minutes for the March 5, 2025 Meeting

Angie Close, Langlade County Economic Development Corporation, stated on page 2 of the minutes paragraph 6 should be changed to reflect that the racks were purchased by this Commission.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Chet Haatvedt, Member
SECONDER:	David West, Member
AYES:	Bugni, West, Quinlan, Neve, Haatvedt

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

1. Election of Officers for 2025-2026 - Chairperson, Vice Chairperson, and Secretary

Mr. Neve nominated Chet Haatvedt for Chairperson. Mr. Haatvedt accepted the nomination.

There being no other nominations and after complying with statutory procedures there was a motion to close nominations and cast a unanimous ballot for Chet Haatvedt as Chairperson.

Mr. Haatvedt took over the role of Chairperson.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Council President
SECONDER:	Chet Haatvedt, Member
AYES:	Bugni, West, Quinlan, Neve, Haatvedt

Election of Officers: Vice Chairperson

Mr. Quinlan nominated Gordon Neve for vice chairperson. Mr. Neve accepted the nomination.

There being no other nominations and after complying with statutory procedures there was a motion to close nominations and cast a unanimous ballot for Gordon Neve as vice chairperson.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Council President
SECONDER:	David West, Member
AYES:	Bugni, West, Quinlan, Neve, Haatvedt

Election of Officers: Secretary

Mr. Haatvedt nominated Glenn Bugni for secretary. Mr. Bugni respectfully declined the nomination for secretary. Mr. Haatvedt nominated Tom Quinlan for secretary. Mr. Quinlan accepted the nomination.

There being no other nominations and after complying with statutory procedures there was a motion to close nominations and cast a unanimous ballot for Tom Quinlan as secretary.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Council President
SECONDER:	David West, Member
AYES:	Bugni, West, Quinlan, Neve, Haatvedt

2. Antigo Lions Club Off Road Races Application To Solicit Funds

Mr. Haatvedt questioned under the state statute that the commission does not expend funds. Mr. West explained the commission has a reserve of funds that the commission approves, once that is exhausted, the commission will not be approving funds. Mayor Bauknecht stated currently the reserve fund has approximately \$34,000.00. Mr. Neve confirmed the funding would come from the reserve fund.

Upon inquiry from Mr. Neve, Zack Zagar, Antigo Lions Club, stated this was the fifth year of races and they have two more years under contract, noting they would like to continue the race beyond the contracted years. Mr. Zagar stated he appreciates the support given by this commission over the years, stating the races continue to grow, bringing more money into the community.

He noted the Antigo Lions Club donates to several organizations that provide volunteers for the races as well.

Motion to Approve Antigo Lions Club Off Road Races Application to Solicit Funds of \$6,600 with Approved Paid Receipts for Advertising

RESULT:	CARRIED [UNANIMOUS]
MOVER:	David West, Member
SECONDER:	Glenn Bugni, Council President
AYES:	Bugni, West, Quinlan, Neve, Haatvedt

3. Discussion and Possible Action on Contracting with a Tourism Entity and Funding

Mr. Haatvedt stated there was a lot of discussion at the last meeting about tourism entities. He stated the statute is very clear about there being a singular tourism entity.

Mr. Haatvedt stated he checked with many other commissions and noted they only had one entity.

Mr. Quinlan stated he was operating with assumption the Commission was working under the motion made on October 26, 2022, which did name one entity, Langlade County Economic Development Corporation (LCEDC). He noted there was a stipulation that LCEDC grant 25% of funding to Antigo/Langlade County Chamber of Commerce (Chamber) as long as there were collaborative efforts.

Mr. Haatvedt stated if the funding is split between two parties, then he feels the Commission would be using two entities.

Mr. Neve stated the Commission's goal was to have the Chamber and LCEDC work together on certain events.

Dan Murphy, Reinhart Boerner Law Firm on behalf of Chamber, noted he did review the minutes from the last meeting and stated he could tell the Commission is considering contracting with LCEDC. He stated in his view, he does not see how LCEDC meets the definition of tourism entity in the statute. He stated under state statute 66.0615 (1)(F) "Tourism entity" means a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism. He stated he viewed some of the materials related to the spend of revenue by LCEDC and he stated he does not see how they could possibly establish that they meet the threshold of 51 percent of revenue on tourism.

Angie Close, LCEDC, stated their accountant at Kerber Rose looked at the statute and stated there was additional language that he felt the organization fell under. She stated when the accountant did the audit they said if other designated funds like grants were taken out, they meet the guideline of 51 percent as far as tourism development.

Ms. Close stated according to state statute 66.0615(1)(F)(2), LCEDC can be considered a nonprofit organization that was incorporated before January 1, 2015, spends 100 percent of the room tax revenue it receives from a municipality on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality.

Mr. Murphy responded regarding the segregation of revenues he does not see any language in the statute authorizing that. He stated it just says 51 percent of its revenue on tourism, he questions why the Commission would bucket revenue into different areas to reach the 51 percent threshold. Mr. Murphy then stated the subsection that LCEDC read is only applicable if no other organization exists. Ms. Close added within a municipality. Mr. Murphy clarified that within a municipality it is referring to earlier in the definition of marketing staff and services for the tourism industry.

Mr. West stated the Chamber is not in the municipality.

Mr. Haatvedt clarified Mr. Murphy is arguing that the chamber existed prior to 2015 making it the initial entity. Mr. Murphy stated that was part of the argument, stating the more basic premise is if an entity exists that spends 51 percent of its revenue on tourism and predates January 1, 2015, you do not get to the subsection stated by the LCEDC.

Upon inquiry from Mr. West, Mr. Murphy clarified within a municipality is referring to earlier in the definition of marketing staff and services for the tourism industry, noting there is no residency requirement in the statute.

City Attorney Winter stated these are very familiar arguments that were used in the 2020 lawsuit that was resolved in a mediated settlement. He referred to paragraph two of the mediated settlement and noted both parties got beyond the point of who is considered the tourism entity. City Attorney Winter stated there was an acceptance by both parties that they both were considered tourism entities equally and the settlement stated within the initial three-year term the Commission could terminate the contract with one entity with six months' notice then they could contract with either entity. He noted the six-month notice of termination was applicable after the initial three-year agreement as well and the Commission was free to contract with either entity or a third party that qualifies as a tourism entity by state statute. City Attorney Winter stated the settlement as stated neither the Chamber or LCEDC shall have any claim against the Commission or City on the basis of that decision. He stated the Commission is operating under that settlement.

Mr. Murphy stated agreeing to the settlement does not waive the right to receive tourism revenues.

City Attorney Winter questioned if Mr. Murphy is referring to the initial timeline mentioned in the settlement.

Mr. Murphy noted he was not involved in the prior litigation but did review some of the materials. He noted he did not see anything in the settlement stating the Chamber forever waives the right to insist the statute be applied as written. City Attorney Winter stated the language of the agreement “neither the Chamber nor the LCEDC shall have any claim against the Commission or City on the basis of that decision or determination.” Mr. Murphy questioned what that decision or determination modified, if it was the decision to renew. He stated he understands the provision applies to if the City decides not to renew that is not a basis for a claim. He stated he does not read that to be the Chamber agrees that the Commission may contract with any entity regardless of whether or not it meets the statutory definition of tourism entity.

Ms. Close stated there was never an appointment of a tourism entity prior to 2015, the Commission acted as the tourism entity. She stated LCEDC was in existence prior to January 1, 2015, is a nonprofit organization and believes fits the legal parameters according to the state statute. Ms. Close stated with the exception of the last three years the Commission was the tourism entity.

Mr. Haatvedt stated that the Commission should not have been expending funds and that was part of the settlement. He noted he wants to move forward and does not want to rehash the old issues. He believes the statute is clear and the tourism entity needs to be appointed for 2026.

Mr. Quinlan wants to move forward and stated the Commission has been stuck in the same position. He stated a number of the Commission members were there when the motion was made in 2022 and part of the motion was the Commission was going to monitor collaboration. Mr. Quinlan stated he does not feel the Commission has gotten the collaboration they wanted.

Motion To Designate Langlade County Economic Development Corporation as the Tourism Entity, Granting Them 100 Percent of the Funds Raised by the Hotel Motel Room Tax, Giving Them Further Discretion that if the Chamber Wishes to Submit to Them an Expenditure, they Have the Authority to Determine Whether They are Going to Honor that Expenditure Request.

RESULT:	CARRIED [4 TO 1]
MOVER:	Tom Quinlan, Member/Secretary
SECONDER:	Glenn Bugni, Council President
AYES:	Bugni, West, Quinlan, Neve
NAYS:	Chet Haatvedt

4. Discussion on the Function of the Hotel/Motel Tax Commission

Mr. Haatvedt stated his concern is the main function of the Commission should be to work with the tourism entity directly on marketing the Hotel Motel Zone, which he stated is the City of Antigo. He stated his concern is LCEDC should be targeting marketing to get the heads in beds in Antigo.

Mr. Haatvedt would like more data about where the tourists are traveling from to ensure the marketing funds are being spent in the needed areas.

Mr. Haatvedt questioned if hotels could provide zip codes of guests to see where tourists are coming from. Mr. West stated there should be a report that provides that information.

Ms. Close clarified that a zone is made up of two municipalities, so the City of Antigo would be a municipality district, not a zone. She stated the City of Antigo is a part of Langlade County. Ms. Close stated she completely understands that the funding that comes from the municipality district is to be used for promoting heads in beds.

She noted that she is working with the City for lodging analytics with all three hotels in Antigo as well as a couple Air BnBs.

Ms. Close reiterated that it is a partnership and has been a partnership between the City and County for marketing the area as a whole, noting what is good for Antigo is good for Langlade County.

Mr. West stated it is his understanding that when the \$35,000 is exhausted the only function of the Commission is to see that the tourism entity is spending the money per the law.

Mr. Haatvedt agreed with Mr. West and stated he feels the Commission needs better metrics. He stated the Commission function is to ensure the Hotel Motel Room Tax is collected, reported and is disseminated to the tourism entity to be spent in accordance with the statute.

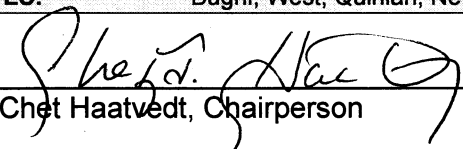
RESULT:	INFORMATION ONLY
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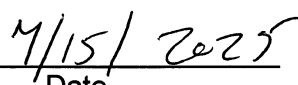
Any Other Matters Authorized by Law to be Considered

Adjournment

1. Motion to: Adjourn at 9:04 AM

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Council President
SECONDER:	Tom Quinlan, Member/Secretary
AYES:	Bugni, West, Quinlan, Neve, Haatvedt


Chet Haatvedt, Chairperson


Date

TOURISM PROMOTION AND DESTINATION
DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between the City of Antigo Hotel/Motel Tax Commission ("City") and Langlade County Economic Development Corporation ("LCEDC") jointly referred to as the "Parties" in this contract referred to as (the "Agreement"). This Agreement becomes effective _____ and supersedes and replaces in total any other written or oral agreements between the parties with respect to distribution and allocation of room tax funding.

WHEREAS, the City desires to continue to support tourism promotion and destination development within the City of Antigo; and

WHEREAS, the Parties jointly find the following terms and conditions mutually beneficial and desirable to support tourism promotion and development within the City of Antigo; and

WHEREAS, LCEDC is a "tourism entity" as defined in 66.0615, Wis. Stats.; and

WHEREAS LCEDC provides quality tourism promotion and development within the City of Antigo and throughout Langlade County; and

WHEREAS, in 1994, pursuant to 66.0615, Wis. Stats., the City of Antigo adopted a room tax on the privilege of furnishing rooms or lodging to transient guests by hotel keepers, motel operators, and other persons providing accommodations that are open to the public; and

WHEREAS, the City desires to appropriate funds to LCEDC as the City's designated tourism entity to further the activities, programs and services identified and the mutual covenants contained in the Agreement, which the Parties agree constitute tourism promotion and development pursuant to 66.0615 (1) (fm), Wis. Stats.

NOW THEREFORE, the Parties agree to enter into the Agreement as follows:

1. Services.

LCEDC shall further tourism promotion and destination development by supporting entities that enhance the City of Antigo, providing operational funding and promoting events

held within the City of Antigo or that otherwise have a positive economic and social impact on the City of Antigo.

2. Funding.

a. Effective January 1, 2026 and during the term of the Agreement, including any extensions, the City shall appropriate 70% of collected room tax to LCEDC for operations and special events (the "City Funding").

b. The City shall make payments to LCEDC of the City Funding one time per year.

c. City Funding payments shall be calculated from the City's estimated room tax revenue for the budget year based upon the prior year's room tax revenues collected.

Example: In year 2026, the City Funding will be based off of 70% of 2025 collected room tax revenues.

d. LCEDC shall otherwise utilize City Funding to support local community festivals, tournaments, conventions, and like events, which are held in the City, encourage and promote tourism, and have a demonstrated positive impact on tourism revenue within the City. Consistent with the terms of this Agreement and the requirements of state law, LCEDC shall have flexibility in determining the events and entities to fund and the funding limits for each event and entity guided by the quality, community response, and financial viability of the event, program, or entity. LCEDC agrees that this appropriation represents the total community project funding for the City and that independent special event and entity requests will not be forwarded to the City for consideration for separate funding.

e. Limits on Payroll and Marketing: LCEDC annual payroll shall not exceed 30% of the LCEDC annual destination budget. Annual expenditures on marketing, inclusive of digital, social and traditional campaigns, shall be a minimum of 25% of the LCEDC annual destination budget. Both the payroll maximum and marketing minimum shall first begin in the 2026 budget and thereafter in all subsequent years.

3. Term.

The term of this Agreement is from January 1, 2026 to December 31, 2030. If room tax funds are increased, reduced, or eliminated for any reason, including, but not limited to, changes

in federal, state, or local law, or through litigation causing a change in the monthly payment to LCEDC, this contract shall be subject to, at the option of either party, renegotiation or termination.

4. Budget Review.

LCEDC shall provide an annual budget for City review. This budget shall list proposed expenditures for each category, and goals and objectives associated with these expenditures.

5. List of Events and Entities Funded.

LCEDC agrees to submit a list of funded events and entities and the amount allocated to each to the City annually.

6. Audit.

LCEDC shall provide an annual audit to the City. This audit shall be conducted by an independent certified public accountant.

7. Indemnity and Hold Harmless.

LCEDC shall indemnify, defend, save, and hold harmless the City from and against any loss, damage, cost, or expense which the City may sustain for which the City may become liable as a result of injury, including death to the agents, servants, employees, permittees, invitees, or contractors of LCEDC, or damage to the property of any of them arising from the negligence or other fault of LCEDC during the term of this Agreement.

8. Covenant Not To Sue.

LCEDC, its officers, members, or employees, shall not file suit, make demand, or threaten to sue the City, its officers, employees, or officials, for any act, omission, or any other cause related to collection, allocation, expenditure, or other use of the City room tax revenue, nor shall it encourage or in any manner assist any other party in doing so, provided the City is not in breach of this Agreement.

9. Termination. This Agreement shall be subject to termination:

a. By LCEDC: If the City fails to perform each and every one of its obligations hereunder. Prior to termination, notice of breach shall be given, in writing, from LCEDC

to the City, setting forth the nature of the breach and a reasonable period of time within which to correct the breach. In the event the City fails to correct the breach within the time period specified, LCEDC may terminate this Agreement. If the City is in breach of the Agreement, paragraph 8 does not apply.

b. By the City: If LCEDC fails to perform each and every one of its obligations hereunder. Prior to termination, notice of breach shall be given, in writing, from the City to LCEDC, setting forth the nature of the breach and a reasonable period of time within which to correct the breach. In the event LCEDC fails to correct the breach within the time period specified, the City may terminate this Agreement.

10. Prior Agreements.

This Agreement supersedes any prior contract or agreement, whether oral or written, between the parties and represents the complete agreement of the parties.

11. Notices.

Any notices required by the terms of this Agreement shall be addressed to:

If to the City: City Clerk/Treasurer
 700 Edison Street, Antigo, WI 54409

If to LCEDC: Angela Close, Director
 312 Forrest Avenue, Antigo, WI 54409

12. Effective Date. This Agreement shall become effective on _____, upon prior execution by the parties.

CITY OF ANTIGO HOTEL/MOTEL ROOX TAX COMMISSION

By: _____

By: _____

Date: _____

Date: _____

Approved of as to form:

Michael B. Winter, City Attorney

LANGLADE COUNTY ECONOMIC DEVELOPMENT CORPORATION

By:_____

By:_____

Date:_____

Date:_____