



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, May 16, 2018

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

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

1. Approval of the Minutes from the April 18, 2018 Meeting
2. Waiver Request for Insurance Requirement and Permit Fee by Joshua Davids for Peace of Mind Giving Day
3. Request for Waiver of Insurance Requirement and Permit Fee for Langlade County Historical Society's Summer Picnic for a Rain Location
4. Requested Loan Revision for the Antigo Sign & Display Lease (Formerly known as Antigo Neon) Restructuring their Remaining Principal Balance over a 20-Year Period (5-Year Balloon Payment) at a 4.19% Interest Rate
5. +/- 4.25 Acre Property Transfer from Antigo Sign & Display (formerly Antigo Neon) to the City of Antigo in Exchange for Forgiveness of the Remaining Balance of a Payment in Lieu of Taxes Debt Originally Created by Fallon Neon and Transferred to Antigo Neon at the Time of Sale
6. Pending Offer to Purchase for the Proposed Sale of Duffek Sand & Gravel According to the 2008 Lease Agreement with the City of Antigo
7. Updated Certified Survey Map and a No-Cost Transfer of an Additional +/- 2.4 Acres created by the Relocation of Highway 64 to the South of its Original Proposed Alignment during the By-pass Project in Preparation for the Anticipated Sale of Duffek Sand & Gravel, Inc.
8. Bid Result Recommendations for the Replacement of the Membrane Roofing System of City Hall and the Fire Department and to Transfer Funds from the Parking Lot Capital Equipment/Improvement Plan
9. Write Off Block Grant Loan in the Amount of \$14,000 for 420 Elm Street Due to a Sheriff's Sale
10. Settlement Offer from Wisconsin Mutual for a Claim Where a Hydrant was Struck by a Vehicle on Freiburger Avenue
11. Advancement of Demolition Bids for a Home Damaged by Fire and Subsequently Deeded to the City from Langlade County through the Tax-Reversion Process as Located at 218 Virginia Street
12. Request from Public Safety Director to Fill Vacant Firefighter/Paramedic Position
13. Closed Session: Pursuant to Section 19.85(1)(c), Wisconsin Statutes, and upon proper motion, the committee will convene into closed session to discuss a Separation Agreement with a City Employee. Upon completion of discussion in closed session, the committee will reconvene into open session to act on matters discussed, if necessary, and to proceed with the regular order of business

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 Jaime Horswill, 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 10,2018

BILL BRANDT



To: Mayor and City Council
From: Julie Zack, Administration & Clerical Assistant
Date: May 16, 2018
Re: Waiver Request for Insurance Requirement and Permit Fee by Joshua Davids for Peace of Mind Giving Day

Mr. Joshua Davids is holding an event in the Heinzen Pavilion on July 1, 2018 called "Peace of Mind Giving Day" and plans to invite the public to this fundraising effort. He wishes to have the insurance waived along with the permit fee for the event.

I have attached a copy of the paperwork he has submitted for the event for your review.

Waiver Request Application Form

2.2.a

Event, Parade, Insurance, Shelter or Street Use

Recurring Annual Events

Any group holding a recurring annual event is required to have their waiver requests submitted 60 days in advance of the event.

Please Note: Submission requests not meeting the above requirement will not be considered for waiver of fees or insurance.

New Events

Any groups requesting waivers, for first time events should request waivers 2 months in advance of the requested date to ensure review by the appropriate committees.

1. Name of group/organization/individual) requesting wavier(s):

Joshua M. Davids

2. The following waivers are being requested and submitted for consideration (Please check all that apply):

- ☒ **Shelter / Concession Reservation Fee** (\$40.00 / \$50.00 Resident or \$60.00 / \$75.00 Non-Resident) – Please include completed Shelter Reservation Form with Waiver Application if you plan on reserving a City Shelter, Pavilion, or Park.
- ☒ **Special Event/Parade Fee** (\$25.00) – Please include completed permit with Waiver Application if you plan on hosting an event on City Property or you plan on inviting the public to your event.
- ☐ **Street Use** (\$25.00) – Please include completed permit with Waiver Application if you plan on closing or restricting access to any streets.
- ☒ **Insurance** – If you are not requesting an insurance waiver please include insurance with application
 - o Insurance documentation must be on file with the City of Antigo prior to the event date
 - o The City of Antigo must be listed as additional insured
 - o \$1,000,000 general liability coverage is required
 - o The above insurance information may be found within Article XI. Special Event/Parade Ordinance Sec. 18-433. Insurance Required.

**Please note an approved waiver for insurance by the City of Antigo does not cover your event/group/organization or individuals under the City of Antigo's insurance policy.*

3. Name of Event: Peace of Mind Giving Days

4. Description of Event (please attach an additional sheet if necessary):

We are providing music and photo booths to get people to donate items for local pantry or local organizations that help others in need.

5. How event is benefitting the community (are funds being reinvested into the community...etc):

Everything that comes in goes for organizations that help out the community.

6. City of Antigo services requested to assist with the event or preparation for the event (additional trash receptacles, barricades, picnic tables...etc; please note these services cannot be guaranteed) :

NONE

Signature of applicant (I agree the above information is accurate and correct to the best of my knowledge):

Joshua M. Davids

Date: 5-3-18

For Office Use Only:

FPL: Submitted _____ PCR Submitted: _____ Council Submitted: _____
FPL: Approved _____ PCR Approved: _____ Council Approved: _____

Attachment: FPL (2106 : Waiver Request for Peace of Mind Giving Day)



APPLICATION FEE
\$25.00

2.2.a

CITY OF ANTIGO
APPLICATION FOR PARADE, SPECIAL EVENT, OR STREET USE PERMIT

DATE OF APPLICATION: 5-3-18 AGENT NAME: _____
MUST BE AUTHORIZED TO SIGN FOR SPONSORING ORGANIZATION

MAILING ADDRESS: 305 Hudson Street STATE: WI ZIP: 54409

EMAIL: joshdavis99@gmail.com

PHONE#: 715-610-0421 WORK/CELL NUMBER#: _____

SPONSORING ORGANIZATION: _____

ORGANIZATION'S EXECUTIVE OFFICER: _____ PHONE: _____

EVENT DATE(S): 7-1-18 START TIME: NOON AM ☒ PM END TIME: 6 AM ☒ PM

NAME OF EVENT: Peace of mind Giving Days

REASON FOR EVENT: Wanting to help out local pantry and local organize

PERSON(S) RESPONSIBLE FOR DATE/SITE: Joshua M. Davis
Must be present at the event and on the premises for the reservation date for the duration of the event.

ANTICIPATED NUMBER OF PARTICIPANTS/ATTENDEES: 100

TYPE: ☐ Parade/Walk/Run ☒ Special Event ☐ Street Use/Closure
For each "TYPE" checked please complete the corresponding section (see below)

PARADE/WALK/RUN

ANTICIPATED NUMBER OF PARADE VEHICLES OR FLOATS: _____

ASSEMBLY POINT _____ DISBANDING POINT _____

PARADE/WALK/RUN ROUTE: _____

SPECIAL EVENT

LOCATION OR FACILITY OF EVENT: Heinzen Pavilion

STREET USE/CLOSURE

A PETITION FOR STREET USE MUST BE SIGNED BY AT LEAST 75% OF RESIDENTS OVER EIGHTEEN (18) YEARS OF AGE LIVING ALONG THE PORTION OF THE STREET IDENTIFIED AS THE DESIGNATED AREA FOR THE PROPOSED PERMIT AND RETURNED WITH THE COMPLETED APPLICATION AND FEE.

PURSUANT TO ARTICLE IX, ANTIGO MUNICIPAL CODE, I REQUEST A STREET USE PERMIT FOR:

THE _____ (NUMBER) HUNDRED BLOCK(S) OF _____ (STREET NAME).

REASON STREET CLOSURE IS NECESSARY: _____

Attachment: FPL (2106 : Waiver Request for Peace of Mind Giving Day)

PLEASE ANSWER YES OR NO TO THE FOLLOWING:

1. **ARE YOU SERVING ALCOHOLIC BEVERAGES?** ☐ YES ☒ NO
YOU MUST OBTAIN A SPECIAL CLASS B LICENSE AT THE CITY CLERK'S OFFICE TO SELL FERMENTED MALT BEVERAGES
2. **ARE YOU PLANNING ON PLAYING MUSIC OR USING AMPLIFICATION ?** ☒ YES ☐ NO
EXCESSIVE VOLUME MAY BE DISRUPTIVE TO NEARBY NEIGHBORS. PLEASE LIMIT VOLUME TO A REASONABLE LEVEL
3. **WILL YOU BE WORKING WITH OUTSIDE VENDORS (I.E., BOUNCY HOUSES/CATERERS)** ☐ YES ☒ NO
PLEASE CONSULT CITY STAFF FOR GUIDELINES IF YOU ARE HIRING OUTSIDE VENDORS

RULES & REGULATIONS

1. You are required by state law to provide sufficient containers to separate recyclable materials from trash at parade and special event locations.
2. Throwing candy, toys, souvenirs, etc., from moving parade vehicles is prohibited. Please distribute items by walking along parade route.
3. Operators of all parade units, regardless of power, shall be a minimum of 16 years of age.
4. Any damage to parking lots, streets, etc. will be billed to the applicant. (i.e. tent stakes in blacktop, etc.)

REQUESTED CITY SERVICES

- PLEASE NOTE THE REQUESTED CITY SERVICES ARE NOT GUARANTEED
- IT IS YOUR RESPONSIBILITY TO CONTACT THE APPROPRIATE DEPARTMENT

- ☐ TRAFFIC CONTROL
- ☐ BARRICADES
- ☐ TRASH BARRELS
- ☐ EMS SERVICES ON SITE
- ☐ OTHER; PLEASE LIST: _____

POLICE: 715.627.6411

FIRE / AMBULANCE DEPARTMENT: 715.623.3633 ext 142

PUBLIC WORKS: 715.623.4754

PARKS: 715.623.3633 ext 131

CITY OF ANTIGO INSURANCE REQUIREMENTS

1. CERTIFICATE TO BE ON FILE FOR \$1,000,000 IN GENERAL LIABILITY COVERAGE
2. THE CITY OF ANTIGO (WITH ADDRESS LISTED) MUST BE LISTED AS AN ADDITIONAL INSURED
3. A COPY OF THIS INSURANCE CERTIFICATE MUST BE INCLUDED WITH THIS APPLICATION

NAME OF YOUR LIABILITY INSURANCE CARRIER _____

☒ We request the City of Antigo waive this insurance requirement. Only the City of Antigo Common Council is empowered to grant an insurance waiver request. AN INSURANCE WAIVER DOES NOT MEAN YOU ARE COVERED UNDER THE CITY'S INSURANCE POLICY.

The applicant shall defend, indemnify and hold harmless the City, its elected or appointed officials, officers, agents, employees and volunteers, from and against all claims, demands, suits, loss, bodily injury, personal injury, death and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by any reasons of act or omission of the applicant, its officers, agents, employees or anyone, in any way connected with the applicant's services and obligations under this agreement. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of insurance carried by the applicant. Applicant agrees at its own cost, expense and risk, to defend any and all claims, actions, suits or other legal proceedings brought or instituted against the City, its directors, officers, agents, employees and volunteers or any of them, arising out of the applicants service, omissions or acts in connection with this agreement, and to pay and satisfy any resulting judgments.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT ALL ANSWERS ARE TRUE AND CORRECT. I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE PARADE AND SPECIAL EVENTS OR STREET USE ORDINANCE AS APPROVED BY THE ANTIGO CITY COUNCIL.

APPLICANT'S SIGNATURE _____

DATE 5-3-18

Attachment: FPL (2106 : Waiver Request for Peace of Mind Giving Day)



To: Mayor and City Council
From: Julie Zack, Administration & Clerical Assistant
Date: May 16, 2018
Re: Request for Waiver of Insurance Requirement and Permit Fee for Langlade County Historical Society's Summer Picnic for a Rain Location

The Langlade County Historical Society has a fundraising Summer Picnic on the grounds at 404 Superior Street. They have requested to have the Heinzen Pavilion reserved in case of rain. If they end up needing to use the pavilion, the city requires them to have a permit (due to inviting the public) and proper insurance coverage listing the City of Antigo as an additional insured on that date.

They are requesting a waiver of the permit fee and insurance requirement because they will only use the pavilion in case of bad weather, otherwise they will have it on their own property negating the need for these two items. The picnic is scheduled for July 11, 2018.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 16, 2018
Re: Requested Loan Revision for the Antigo Sign & Display Lease (Formerly known as Antigo Neon) Restructuring their Remaining Principal Balance over a 20-Year Period (5-Year Balloon Payment) at a 4.19% Interest Rate

Antigo Sign & Display (formerly known as Antigo Neon) has requested that their Lease Agreement be revised in order to effectively bring their lease/purchase payment to a level allowing them to restructure their organization. This action will allow the restructured company the ability to purchase equity from investor(s) that were instrumental in the 2014 acquisition from Fallon Neon.

The attached revised agreement provides proposed language to be reviewed and finalized prior to the June Council meeting under the review/guidance of our City Attorney, Mike Winter.

Under a separate action, Antigo Sign & Display's interest in +/- 4.25 acres (consisting of the westernmost portion of the current parcel - see attached map) will be transferred out of the 2014 Agreement to that of ownership by the City. In doing so, it is my recommendation that the remaining balance (+/- \$28,000) of a Payment in Lieu of Taxes (PILOT) left from the transfer of ownership from Fallon Neon to Antigo Neon be considered as a fair and equitable exchange in the best interest of the City allowing for additional development on industrial zoned property adjacent to tracts currently owned by the City.

An updated amortization schedule is also attached in your agenda packet to reflect the anticipated payments for Antigo Sign & Display based on the principal balance as calculated at the end of March. Minor adjustments will be made to reflect any Lease payments made between that date and the adoption of a revised Lease.

If you have any questions, please feel free to contact me accordingly.

LEASE

THIS LEASE concluded at Antigo, Wisconsin, this ^{13TH} ~~3rd~~ day of ^{JUNE} ~~November~~, 2018 2014, between the **CITY OF ANTIGO, WISCONSIN**, a municipal corporation, sometimes hereinafter called the "Landlord", and **ANTIGO NEON, LLC**, a Wisconsin Limited Liability Company, sometimes hereinafter called the "Tenant";

WITNESSETH:

1. The City of Antigo has an interest in promoting economic development within the City to spur industrial growth and job creation and retention. As part of this promotion of economic development, the City has determined that it is of a public benefit and a public purpose to make low interest loans to appropriate industry and to assist commerce and industry with building and development projects through lease-purchase agreements with the Antigo Economic Development Services, Inc. and the City of Antigo.

2. The Landlord shall Lease to the Tenant the premises described in Addendum "A" attached hereto and made a part of the appurtenances thereto, including the industrial building located thereon, all of which is sometimes herein referred to as the Demised Premises. This Lease shall be for the term of five (5) years beginning on the date of delivery by Landlord and acceptance by Tenant of possession of the industrial expansion on the Demised Premises. Although the lease term will not commence until the above date, this Agreement shall be binding upon the parties at execution of this Agreement. This lease shall supersede any other existing leases for the property.

3. Tenant shall pay annual rent for the Demised Premises payable in equal monthly installments as follows:

~~JULY 1, 2023~~ ^{JULY 1, 2018} Total payments of principal amount of \$655,000 plus interest at 4.19% per annum to be amortized over 20 years with a balloon payment paying the entire balance due five (5) years from ~~October 1, 2014~~ ^{October 1, 2018}. Monthly payments are \$4,035.05 due the first day of each month commencing ~~October 1, 2014~~ ^{October 1, 2018}.

In addition to the aforesaid rental payments, Antigo Neon, LLC shall pay the City of Antigo a payment in lieu of taxes calculated as follows:

The payment in lieu of taxes shall be determined based on the assessed value and the tax rate each year and is to be paid over a 12 month period with the 2014 monthly payment of \$2,002.14 to begin in August, 2014.

\$1293.90

January 1, 2018

2018

Amounts to be added based on principal balance of June Court Decision

Attachment A
To be updated by
Charley
Breakmeyer
less 4.25
acres
(see map)

(DBA
Antigo Sign & Display)

All rent and payment in lieu of tax shall be payable to the City of Antigo at City Hall, 700 Edison Street, Antigo, Wisconsin 54409, or at such other address as Landlord shall designate in writing to Tenant.

4. As additional rental, throughout the term of this Lease, the Tenant shall pay without credit or reimbursement from Landlord, the following charges and costs, on or before the due date of payment thereof:

- A. The cost of all electric power, water, heat, gas and other utilities with respect to the use and occupancy of the Demised Premises by Tenant.
- B. The cost of all insurance premiums upon the building and improvements now standing upon, or which may hereafter be erected upon the Demised Premises together with the fixtures therein, so as to keep the same insured against loss resulting from fire and other hazards normally covered by a fire and extended coverage and additional perils policy of insurance, in solvent insurance companies reasonably acceptable to Tenant and Landlord, in an amount not less than the full insurable value of the building improvements and fixtures in and upon the Demised Premises belonging to the Landlord. Such insurance shall be issued in the name of the Landlord and Tenant as their interests shall appear.
- C. The cost of public liability insurance in such form as the Landlord shall reasonably require, insuring both the Landlord and Tenant, in amounts not less than \$1,000,000.00 insuring the Landlord against liability for injury to property, \$1,000,000.00 against liability for injury to persons or loss of life arising out of and in connection with the Tenant's use and occupancy of the premises with limits of \$1,000,000.00 for one (1) person and \$2,000,000.00 for any number of persons injured or killed in any one accident.
- D. The cost of special assessments charged against the Demised Premises during the term of the Lease provided, however, that Tenant shall be entitled at its option, to pay said assessments in installments over the maximum period of time permitted by the ordinances of the City of Antigo. It is understood and agreed that Tenant shall not be required to pay for any assessments which arise solely out of Landlord's obligation to furnish Tenant with a completed building and the usual building site improvements, including necessary utilities and means of ingress and egress to the building.

If the Tenant shall fail to pay for any of the foregoing charges, insurance premiums, and assessments promptly as the same shall become due, or if Tenant shall fail to keep the Demised Premises and all buildings and other improvements repaired as required under the provisions of Section 5 hereof, the Landlord shall have

the right to pay the same (or make all necessary repairs), in which event the amount so paid by Landlord shall bear interest at ten percent (10%) per annum from date of payment and shall become due and payable by Tenant upon written demand, and failure of Tenant to repay the Landlord within five (5) days after written demand shall constitute a material default hereunder.

5. During the term of this Lease, the Tenant shall keep the Demised Premises and all building and other improvements thereon in good repair and shall surrender them at the expiration of this Lease (unless Tenant elects to purchase said Demised Premises) in as good condition as when delivered to the Tenant, reasonable wear and tear or damage or destruction by fire or other casualty excepted.

6. Subject to the provision of Section 7, 8, and 11 below, the Tenant shall be permitted to make any alterations, additions, or improvements upon the Demised Premises. All structural improvements to the Demised Premises made by the Tenant during the term of this Lease shall become the property of the Landlord without any reimbursement whatsoever by the Landlord to the Tenant; provided, however, that all removable installations affixed by Tenant, including, without limitation, shelves for storage, bins, pallets, lighting fixtures and office fixtures which are removable may be removed by Tenant upon the termination of this Lease, but it shall be the obligation of the Tenant to promptly repair any unused damage caused by the removal thereof.

7. In making any alteration, addition, or improvement and in using and occupying the Demised Premises, Tenant shall comply with the building code and all ordinances and safety regulations of every governmental authority pertaining to such work or such use or occupancy. The Tenant shall indemnify and save Landlord harmless from and against all expenses, claims or improvement, addition to or use of occupancy of the Demised Premises.

8. If any construction lien or other lien shall be filed against the Demised Premises or any building or improvement filed against the Demised Premises or any building or improvement thereof by reason of or arising out of labor or material furnished, or alleged to have been furnished, or to be furnished, to or for the Tenant, or for or by reason of any change, alternation, or addition, the Tenant shall promptly cause the same to be cancelled and discharged of record and shall also defend, on behalf of the Landlord, at the Tenants sole cost and expense, any action, suit, or proceeding which may be brought thereof or for the enforcement of such lien, and the Tenant will pay all damage and discharge for every judgment entered therein and save harmless the Landlord from every claim or damage resulting therefrom.

9. The Tenant shall not conduct or permit to be conducted in or upon the Demised Premises any business or permit any act which is contrary to or in violation of the statutes, ordinances or lawful regulations of any governmental authority; otherwise, Tenant may use and occupy the Demised Premises for all lawful purposes.

10. If the Demised Premises or any part hereof, shall be sublet, or if this Lease were assigned by Tenant, the Tenant shall remain liable for the performance of all conditions, covenants, and obligations under this Lease, notwithstanding any assignment or sublease. There shall no be sublease or assignment by Tenant without the written consent of the Landlord, which consent shall not be unreasonably withheld.

11. No building upon the Demised Premises shall be removed, torn down or any alterations made thereof by Tenant which will diminish the value thereof without the written consent of the Landlord.

12. Landlord shall not be liable and Tenant shall save and hold harmless from all injury or damage to persons or property resulting from fire explosions, falling plaster, steam, gas, electricity, water, rain or snow or leaks from pipes, appliances or plumbing works, or from the roof, street or sub-surface, or any other cause whatsoever, it being specifically understood by Tenant that Tenant will accept the Demised Premises in its condition at the commencement of this Lease. Landlord shall not be liable and Tenant shall hold harmless from any injury or damage to persons or property resulting from casualty or any other cause whatsoever.

13. If the Demised Premises or any portion thereof shall be destroyed or damaged by fire or other cause, the improvements so destroyed or damaged shall be restored or repaired without delay at the sole expense of Tenant, without diminution or abatement in rent, in which event all insurance proceeds due or payable by reason of such fire or other casualty shall be for the benefit of the Tenant, but such proceeds shall be utilized solely for such restoration or repair and business interruption claims; provided, however, that if the Tenant shall deem it impracticable to restore or repair the Demised Premises, the Tenant shall have the option to terminate this Lease as of the end of a calendar month upon giving the Landlord at least ninety (90) days written notice, on condition that all insurance proceeds (other than on account of business interruption claims and tenant's property) shall be payable to the Landlord; but the option herein granted to the Tenant shall not be exercisable unless such insurance proceeds shall at least equal the Landlord's cost of each depreciable improvement to the Demised Premises reduced by a depreciation factor of two and one-half percent (2 ½ %) per annum on a straight-line basis, disregarding fractional parts of a month, computed as of the termination date of the Lease by the Tenant.

14. The Tenant shall permit Landlord to examine Demised Premises at all reasonable times upon reasonable notice. Unless Tenant exercises its right to purchase the Demised Premises during the four (4) months prior to the expiration of this Lease, the Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notice "To Let" or "For Sale".

15. The Tenant shall have the right to use all Landlord's easements and rights-of-way granted that are appurtenant to or for the benefit of the Demised Premises, subject to the terms and conditions of such easements and rights-of-way. Likewise, in the event of

default, Landlord shall be granted an easement or right-of-way by tenant for access to the Demised Premises in the event the same shall revert to Landlord.

16. If the Tenant shall abandon or vacate the Demised Premises prior to the expiration of this Lease or violate any of the Tenants obligations under this Lease and fail to make steps within thirty (30) days after notice thereof from Landlord, and exert continuous and diligent efforts to remedy such violation after receiving said notice, the Landlord may enter upon the Demised Premises, remove signs and chattel property of the Tenant, at Tenants expense, and without notice terminate the Lease and sue for and recover all rents and damages accrued under this Lease or arising out of any violations thereof.

17. If during the term of this Lease, the Tenant shall be adjudicated bankrupt, shall file any petition for relief under the Bankruptcy Code, or make a general assignment for the benefit of creditors under any insolvency acts, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property, and if such appointment or a temporary receiver shall be appointed for Tenant's property, and if such appointment of a temporary receiver shall not be vacated and set aside within thirty (30) days from the date of such appointment, then, if any of the foregoing events, at is option, on fifteen (15) days notice in writing served as provided in Paragraph 18 hereof the Landlord may, at its election, terminate this Lease and thereupon this Lease and the term hereof shall automatically cease at the expiration of fifteen (15) day period and it shall be lawful to the Landlord, at its option, to enter the Demised Premises, or any part thereof and to have, hold, repossess and enjoy the Demised Premises and to remove all persons and property therefrom by summary proceedings, or by any action or proceeding, anything herein contained to the contrary notwithstanding.

18. Every notice which, under the terms of this Lease or by any statute or ordinance now or hereafter in force, is provided or required to be given, shall be sent by registered mail or certified mail, return receipt requested, postage prepaid, directed as follows:

- A. To the Tenant at 1412 Deleglise Street, Antigo, Wisconsin 54409 or at such other address as the Tenant may designate by notice in writing from time to time.
- B. To the Landlord, at City Hall, 700 Edison Street, Antigo, Wisconsin 54409 or at such other address as the Landlord may designate by notice in writing from time to time.

19. Landlord covenants and agrees that if the Tenant shall perform all the covenants and agreements herein stipulated to be preformed on the Tenant's part, then at all times during said term the Tenant shall have the peaceful and quiet enjoyment of the Demised Premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming against the Demised Premises. Landlord warrants and covenants that Landlord has full right and lawful authority to enter into and perform the

terms of this Lease, and has good and marketable title to the Demised Premises free and clear of all liens, encumbrances, clouds, and defects whatsoever.

20. If the whole or any part of the Demised Premises shall be taken by any public authority under power of eminent domain, or if the same shall be conveyed under threat thereof then this Lease shall terminate only as to that portion so taken or surrendered from the date of such taking, or surrender of possession thereof for any public purpose, and the rent shall be paid up to that day, and from that day Tenant shall continue in possession of the remainder of the Demised Premises under the terms of this Lease, and the rent shall be reduced in proportion to the amount of the Demised Premises so taken or surrendered. However, if any portion of the building on the Demised Premises shall be so taken or surrendered, the Landlord, at its expense, shall promptly repair the remaining portion of the building not so taken, if upon completion of such repair, the Demised Premises would be reasonably suited to the uses, in Tenant's reasonable judgment, to which the same were put by Tenant immediately prior to such taking or surrender. However, if the building could not so be repaired, the Tenant may terminate this Lease by written notice to Landlord given within ninety (90) days after Tenant shall have notice of such taking or surrender. If there shall be a total taking or surrender in lieu of taking of the Demised Premises, or a partial taking or surrender resulting in a termination of this Lease as hereinafter provided, any condemnation award or settlement shall be paid to Landlord and applied to the purchase option granted to Tenant pursuant to paragraph 21. However, nothing herein contained shall be construed to prevent Tenant from interposing, prosecuting, or collecting any claim in any proceeding for condemnation or eminent domain for the value of any construction, improvements, buildings, or fixtures built, installed, completed, contracted for, or made on, in or to the Demised Premises by Tenant at its cost to the extent that same could not be removed from the Demised Premises (less depreciation on the cost thereon on a straight-line basis amortized over a ten (10) year period from the commencement date of this Lease, using as a basis the actual cost of such construction, improvements, buildings or fixtures). Nothing herein shall be construed to prevent Tenant from making a separate claim against the taking authority to which Tenant might be entitled, in law, or in equity, on account of damages, losses, or costs sustained by Tenant because of such taking, except a claim for recovery of the value of its leasehold estate.

21. Landlord hereby grants to Tenant the option to purchase the Demised Premises. The option to purchase shall be exercisable at any time during the lease term by written notice from Tenant to Landlord. At the time of closing, Tenant shall pay to Landlord the balance of principal and interest due on the amount indicated in paragraph 3 of this lease, plus One Dollar (\$1.00). If said option is exercised, Landlord shall within 45 days after request by Tenant convey the Demised Premises to Tenant by Quit Claim Deed. Landlord warrants and covenants that Landlord will not encumber or permit to be encumbered in any way whatsoever, the title to the Demised Premises at any time during the term of this Lease. The property shall be conveyed in its then "as is" condition.

Landlord shall accompany its Deed with a Title Guaranty or Owners Fee Policy of Title Insurance, or an abstract, whichever is elected by Tenant, issued by a title

company of Tenants choice at Tenants expense. Tenant shall pay the costs incurred to record said Deed, and the charges of the title company.

22. This Lease shall not be recorded, but a short form Memorandum of Lease, including a legal description of the Demised Premises shall, at the option of either party, be duly executed, witnessed, and acknowledged for recording.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

WITNESSES:

James M. James
James A. Herschel

ANTIGO NEON, LLC

BY: George Shumier
for Antigo Neon LLC

BY: _____

CITY OF ANTIGO

Bill Brandt
 Bill Brandt, Mayor

Kaye M. Matucheski
 Kaye Matucheski, Clerk/Treasurer

Antigo Neon

Compound Period : Monthly

Nominal Annual Rate : 4.190 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/29/2018	576,075.37	1		
2 Payment	04/29/2018	3,000.00	89	Monthly	08/29/2025
3 Payment	09/29/2025	474,753.05	1		

PILT
\$1293.90 /mo.

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/29/2018				576,075.37
1	04/29/2018	3,000.00	2,011.46	988.54	575,086.83
2	05/29/2018	3,000.00	2,008.01	991.99	574,094.84
3	06/29/2018	3,000.00	2,004.55	995.45	573,099.39
4	07/29/2018	3,000.00	2,001.07	998.93	572,100.46
5	08/29/2018	3,000.00	1,997.58	1,002.42	571,098.04
6	09/29/2018	3,000.00	1,994.08	1,005.92	570,092.12
7	10/29/2018	3,000.00	1,990.57	1,009.43	569,082.69
8	11/29/2018	3,000.00	1,987.05	1,012.95	568,069.74
9	12/29/2018	3,000.00	1,983.51	1,016.49	567,053.25
2018 Totals		27,000.00	17,977.88	9,022.12	
10	01/29/2019	3,000.00	1,979.96	1,020.04	566,033.21
11	02/28/2019	3,000.00	1,976.40	1,023.60	565,009.61
12	03/29/2019	3,000.00	1,972.83	1,027.17	563,982.44
13	04/29/2019	3,000.00	1,969.24	1,030.76	562,951.68
14	05/29/2019	3,000.00	1,965.64	1,034.36	561,917.32
15	06/29/2019	3,000.00	1,962.03	1,037.97	560,879.35
16	07/29/2019	3,000.00	1,958.40	1,041.60	559,837.75
17	08/29/2019	3,000.00	1,954.77	1,045.23	558,792.52
18	09/29/2019	3,000.00	1,951.12	1,048.88	557,743.64
19	10/29/2019	3,000.00	1,947.45	1,052.55	556,691.09
20	11/29/2019	3,000.00	1,943.78	1,056.22	555,634.87
21	12/29/2019	3,000.00	1,940.09	1,059.91	554,574.96
2019 Totals		36,000.00	23,521.71	12,478.29	
22	01/29/2020	3,000.00	1,936.39	1,063.61	553,511.35
23	02/29/2020	3,000.00	1,932.68	1,067.32	552,444.03
24	03/29/2020	3,000.00	1,928.95	1,071.05	551,372.98
25	04/29/2020	3,000.00	1,925.21	1,074.79	550,298.19
26	05/29/2020	3,000.00	1,921.46	1,078.54	549,219.65
27	06/29/2020	3,000.00	1,917.69	1,082.31	548,137.34
28	07/29/2020	3,000.00	1,913.91	1,086.09	547,051.25
29	08/29/2020	3,000.00	1,910.12	1,089.88	545,961.37
30	09/29/2020	3,000.00	1,906.32	1,093.68	544,867.69

Antigo Neon

	Date	Payment	Interest	Principal	Balance
72	03/29/2024	3,000.00	1,733.89	1,266.11	495,314.11
73	04/29/2024	3,000.00	1,729.47	1,270.53	494,043.58
74	05/29/2024	3,000.00	1,725.04	1,274.96	492,768.62
75	06/29/2024	3,000.00	1,720.58	1,279.42	491,489.20
76	07/29/2024	3,000.00	1,716.12	1,283.88	490,205.32
77	08/29/2024	3,000.00	1,711.63	1,288.37	488,916.95
78	09/29/2024	3,000.00	1,707.14	1,292.86	487,624.09
79	10/29/2024	3,000.00	1,702.62	1,297.38	486,326.71
80	11/29/2024	3,000.00	1,698.09	1,301.91	485,024.80
81	12/29/2024	3,000.00	1,693.54	1,306.46	483,718.34
2024 Totals		36,000.00	20,619.11	15,380.89	
82	01/29/2025	3,000.00	1,688.98	1,311.02	482,407.32
83	02/28/2025	3,000.00	1,684.41	1,315.59	481,091.73
84	03/29/2025	3,000.00	1,679.81	1,320.19	479,771.54
85	04/29/2025	3,000.00	1,675.20	1,324.80	478,446.74
86	05/29/2025	3,000.00	1,670.58	1,329.42	477,117.32
87	06/29/2025	3,000.00	1,665.93	1,334.07	475,783.25
88	07/29/2025	3,000.00	1,661.28	1,338.72	474,444.53
89	08/29/2025	3,000.00	1,656.60	1,343.40	473,101.13
90	09/29/2025	474,753.05	1,651.92	473,101.13	0.00
2025 Totals		498,753.05	15,034.71	483,718.34	
Grand Totals		741,753.05	165,677.68	576,075.37	

Antigo Neon
1412 Deleglise St
Antigo WI 54409
715-627-4373

Rate Period : Monthly

Nominal Annual Rate : 4.190 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/01/2014	655,000.00	1		
2 Payment	10/01/2014	4,035.05	60	Monthly	09/01/2019
3 Payment	10/01/2019	540,429.80	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2014				655,000.00
1	10/01/2014	4,035.05	2,287.04	1,748.01	653,251.99
2	11/01/2014	4,035.05	2,280.94	1,754.11	651,497.88
3	12/01/2014	4,035.05	2,274.81	1,760.24	649,737.64
2014 Totals		12,105.15	6,842.79	5,262.36	
4	01/01/2015	4,035.05	2,268.67	1,766.38	647,971.26
5	02/01/2015	4,035.05	2,262.50	1,772.55	646,198.71
6	03/01/2015	4,035.05	2,256.31	1,778.74	644,419.97
7	04/01/2015	4,035.05	2,250.10	1,784.95	642,635.02
8	05/01/2015	4,035.05	2,243.87	1,791.18	640,843.84
9	06/01/2015	4,035.05	2,237.61	1,797.44	639,046.40
10	07/01/2015	4,035.05	2,231.34	1,803.71	637,242.69
11	08/01/2015	4,035.05	2,225.04	1,810.01	635,432.68
12	09/01/2015	4,035.05	2,218.72	1,816.33	633,616.35
13	10/01/2015	4,035.05	2,212.38	1,822.67	631,793.68
14	11/01/2015	4,035.05	2,206.01	1,829.04	629,964.64
15	12/01/2015	4,035.05	2,199.63	1,835.42	628,129.22
2015 Totals		48,420.60	26,812.18	21,608.42	
16	01/01/2016	4,035.05	2,193.22	1,841.83	626,287.39
17	02/01/2016	4,035.05	2,186.79	1,848.26	624,439.13
18	03/01/2016	4,035.05	2,180.33	1,854.72	622,584.41
19	04/01/2016	4,035.05	2,173.86	1,861.19	620,723.22
20	05/01/2016	4,035.05	2,167.36	1,867.69	618,855.53
21	06/01/2016	4,035.05	2,160.84	1,874.21	616,981.32
22	07/01/2016	4,035.05	2,154.29	1,880.76	615,100.56
23	08/01/2016	4,035.05	2,147.73	1,887.32	613,213.24
24	09/01/2016	4,035.05	2,141.14	1,893.91	611,319.33
25	10/01/2016	4,035.05	2,134.52	1,900.53	609,418.80
26	11/01/2016	4,035.05	2,127.89	1,907.16	607,511.64
27	12/01/2016	4,035.05	2,121.23	1,913.82	605,597.82

Antigo Neon
1412 Deleglise St
Antigo WI 54409
715-627-4373

Date	Payment	Interest	Principal	Balance
2016 Totals	48,420.60	25,889.20	22,531.40	
28 01/01/2017	4,035.05	2,114.55	1,920.50	603,677.32
29 02/01/2017	4,035.05	2,107.84	1,927.21	601,750.11
30 03/01/2017	4,035.05	2,101.11	1,933.94	599,816.17
31 04/01/2017	4,035.05	2,094.36	1,940.69	597,875.48
32 05/01/2017	4,035.05	2,087.58	1,947.47	595,928.01
33 06/01/2017	4,035.05	2,080.78	1,954.27	593,973.74
34 07/01/2017	4,035.05	2,073.96	1,961.09	592,012.65
35 08/01/2017	4,035.05	2,067.11	1,967.94	590,044.71
36 09/01/2017	4,035.05	2,060.24	1,974.81	588,069.90
37 10/01/2017	4,035.05	2,053.34	1,981.71	586,088.19
38 11/01/2017	4,035.05	2,046.42	1,988.63	584,099.56
39 12/01/2017	4,035.05	2,039.48	1,995.57	582,103.99
2017 Totals	48,420.60	24,926.77	23,493.83	
40 01/01/2018	4,035.05	2,032.51	2,002.54	580,101.45
41 02/01/2018	4,035.05	2,025.52	2,009.53	578,091.92
42 03/01/2018	4,035.05	2,018.50	2,016.55	576,075.37
43 04/01/2018	4,035.05	2,011.46	2,023.59	574,051.78
44 05/01/2018	4,035.05	2,004.40	2,030.65	572,021.13
45 06/01/2018	4,035.05	1,997.31	2,037.74	569,983.39
46 07/01/2018	4,035.05	1,990.19	2,044.86	567,938.53
47 08/01/2018	4,035.05	1,983.05	2,052.00	565,886.53
48 09/01/2018	4,035.05	1,975.89	2,059.16	563,827.37
49 10/01/2018	4,035.05	1,968.70	2,066.35	561,761.02
50 11/01/2018	4,035.05	1,961.48	2,073.57	559,687.45
51 12/01/2018	4,035.05	1,954.24	2,080.81	557,606.64
2018 Totals	48,420.60	23,923.25	24,497.35	
52 01/01/2019	4,035.05	1,946.98	2,088.07	555,518.57
53 02/01/2019	4,035.05	1,939.69	2,095.36	553,423.21
54 03/01/2019	4,035.05	1,932.37	2,102.68	551,320.53
55 04/01/2019	4,035.05	1,925.03	2,110.02	549,210.51
56 05/01/2019	4,035.05	1,917.66	2,117.39	547,093.12
57 06/01/2019	4,035.05	1,910.27	2,124.78	544,968.34
58 07/01/2019	4,035.05	1,902.85	2,132.20	542,836.14
59 08/01/2019	4,035.05	1,895.40	2,139.65	540,696.49
60 09/01/2019	4,035.05	1,887.93	2,147.12	538,549.37
61 10/01/2019	540,429.80	1,880.43	538,549.37	0.00
2019 Totals	576,745.25	19,138.61	557,606.64	
Grand Totals	782,532.80	127,532.80	655,000.00	



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: May 16, 2018

Re: +/- 4.25 Acre Property Transfer from Antigo Sign & Display (formerly Antigo Neon) to the City of Antigo in Exchange for Forgiveness of the Remaining Balance of a Payment in Lieu of Taxes Debt Originally Created by Fallon Neon and Transferred to Antigo Neon at the Time of Sale

Attached you will find proposed revisions to the delinquent PILOT Agreement between Antigo Neon and the City as created when Fallon Neon transferred their ownership to Antigo Neon at the end of 2014. The Agreement identified the terms for the payment of the delinquent PILOT amount (on a monthly basis) over the course of 10 years. As part of Antigo Neon's request to restructure their loan under the existing Lease Agreement they also indicated a desire to eliminate the payment of the remaining delinquent PILOT balance (+/- \$28,000).

We explored the possibility of Antigo Neon relinquishing a portion of the property identified in the original Lease. This section would be reverted back to the City's ownership in exchange for forgiveness of the remaining delinquent PILOT balance. Negotiations advanced ending with the recommendation to transfer the westernmost 4.25 acres of the original parcel (see attached map) for the forgiveness by the City of the outstanding delinquent PILOT balance as of June 13, 2018 when this matter would be considered by Council.

The additional 4.25 acres would be added to the City's existing industrial parcel (+/- 10 acres) located immediately to the west allowing for future development.

AGREEMENT

This agreement is made and entered into this ^{13TH} ~~18TH~~ day of ^{JUNE} ~~December~~, 2014 ²⁰¹⁸
 by and between the City of Antigo, Wisconsin (hereinafter "City") and Antigo Neon,
 LLC, (hereinafter "Antigo Neon, LLC"); ^(DBA Antigo Neon : Display)

Whereas, Antigo Neon, LLC is responsible for delinquent PILOT payments to
^{28,325.38 (AS OF 3/29/18) TO BE ADJUSTED FOR JUNE COUNCIL}
 City in the amount of \$41,451.72 for the property located at 1412 Deleglise Street,
 Antigo, Wisconsin. This delinquency was assumed by Antigo Neon, LLC as part of its
 acquisition of the business; and

Whereas, City has agreed to receive monthly payments from Antigo Neon, LLC
 for this delinquent PILOT amount; and

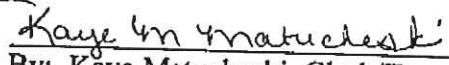
Whereas, City and Antigo Neon, LLC desire to enter into an agreement for the
^{EXCHANGE OF THE WESTERNMOST 4.25 ACRES BACK TO THE CITY}
 payment of the delinquent PILOT payments that are due to City.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is
 hereby acknowledged, the parties agree as follows:

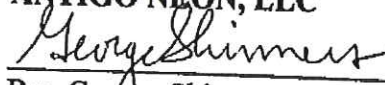
1. That the current delinquent amount due and owing on the PILOT is
~~\$41,451.72~~ ^{28,325.38}
2. That Antigo Neon, LLC will begin making regular monthly payments to City
^{RELINQUISH THE WESTERNMOST 4.25 ACRES BACK TO THE CITY}
~~on the PILOT of \$345.43 commencing January 1, 2015 and due the first day~~
~~of each month thereafter for a term of ten (10) years at which point the entire~~
~~balance due shall be paid in full.~~ ^{EXCHANGE FOR FOLLOWING'S}
3. This agreement may not be assigned by either party without the prior written
^{THE REMAINING OUTSTANDING}
^{BALANCE OF THE DELINQUENT PILOT}
^{AS OF 6/13/18}
 consent of the other.
4. This agreement shall be interpreted in accordance with the laws of the State of
 Wisconsin.

CITY OF ANTIGO


 By: William Brandt, Mayor


 By: Kaye Matucheski, Clerk/Treasurer

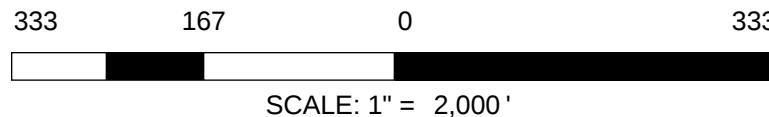
ANTIGO NEON, LLC


 By: George Shimmers



DISCLAIMER: This data is provided by the City of Antigo for informational purposes only. The City does not warrant or guarantee the accuracy or reliability of this data. The recipient of this data assumes any risk of its use for any purpose.

City of Antigo GIS



Print Date: 3/30/2018



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 16, 2018
Re: Pending Offer to Purchase for the Proposed Sale of Duffek Sand & Gravel According to the 2008 Lease Agreement with the City of Antigo

Attached to your agenda packet is a copy of the existing Lease agreement between Duffek Sand & Gravel, Inc. and the City of Antigo entered into on January 10, 2008. Paragraph #21 of the Lease grants the tenant the option to purchase the premises by payment of any remaining balance of principal and interest (plus \$1.00) due on the amount indicated in Paragraph #2 of the Lease document.

Duffek Sand & Gravel is in receipt of an Offer-to-Purchase for the subject property and buildings. I am requesting for your concurrence of the sale contingent upon final payment of the funds owed to the City by Duffek Sand & Gravel (at the time of the sale closure) in the projected amount of \$1,094,158.15 as projected out to the end of May 2018. Any required adjustments (as determined upon review of the City Attorney) will be made as needed for the final presentation of this matter to Council.

LEASE

THIS LEASE concluded at Antigo, Wisconsin, this 10 day of January 2008, between the **CITY OF ANTIGO, WISCONSIN**, a municipal corporation, sometimes hereinafter called the "Landlord", and **DUFFEK SAND & GRAVEL, INC.**, a Wisconsin Corporation, sometimes hereinafter called the "Tenant";

WITNESSETH:

1. The City of Antigo has an interest in promoting economic development within the City to spur industrial growth and job creation and retention. As part of this promotion of economic development, the City has determined that it is of a public benefit and a public purpose to make low interest loans to appropriate industry and to assist industry with building projects through lease-purchase agreements with the Antigo Economic Development Services, Inc.

2. The Landlord shall Lease to the Tenant the premises described in Addendum "A", attached hereto and made a part hereof, including the industrial building to be located thereon, all of which is sometimes herein referred to as the Demised Premises. This Lease shall be for the term of five (5) years beginning on the date of delivery by Landlord and acceptance by Tenant of possession of the industrial expansion on the Demised Premises. The beginning and expiration dates of the term hereof shall be confirmed in writing by an exchange of letters between Landlord and Tenant immediately succeeding the date of delivery of possession of the industrial expansion of the Demised Premises, copies of which letters shall be attached to and shall become part of this Lease. Although the lease term will not commence until the above date, this Agreement shall be binding upon the parties at execution of this Agreement.

3. Tenant shall pay annual rent for the Demised Premises payable in equal monthly installments as follows:

That amount which represents all principal and accrued interest expended by the Antigo Economic Development Services, Inc. in connection with the industrial expansion project on the Demised Premises. Said amount shall be amortized over a twenty (20) year term with interest at one percent (1%) over the City's borrowing rate with a five (5) year balloon. The project cost will not exceed \$1.5m and may be less based upon the scope of the project.

In addition to the aforesaid rental payment, **DUFFEK SAND & GRAVEL, INC.**, shall pay to the City of Antigo a fifty percent (50%) payment in lieu of taxes.

All amounts determined as a charge in lieu of property taxes shall be calculated in accordance with the state-published handbook for assessors. Tenant may contest the charge as if it were a true assessment using procedures common to property tax assessments as provided by state statute. All rent and payment in lieu of taxes shall be payable to the City of Antigo at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as Landlord shall designate in

writing to Tenant.

4. As additional rental, throughout the term of this Lease, the Tenant shall pay without credit or reimbursement from Landlord the following charges and costs, on or before the due date for payment thereof:

A. The cost of all electric power, water, heat, gas and other utilities with respect to the use and occupancy of the Demised Premises by Tenant.

B. The cost of all insurance premiums upon the building and improvements now standing upon, or which may hereafter be erected upon the Demised Premises together with the fixtures therein, so as to keep the same insured against loss resulting from fire and other hazards normally covered by a fire and extended coverage and additional perils policy of insurance, in solvent insurance companies acceptable to Tenant and Landlord, in an amount not less than the full insurable value of the building improvements and fixtures in and upon the Demised Premises belonging to the Landlord. Such insurance shall be issued in the name of the Landlord and Tenant as their interests shall appear.

If the building and improvements forming part of the Demised Premises or the personal property of Tenant located on the Demised Premises shall be damaged or destroyed at any time by an insured peril, whether or not such damage or destruction was caused by the negligence or any act or omission of the other party, its agents or employees, neither party shall have any liability to the other on account of such damage or destruction, or the cause thereof, except as hereinafter stated, and each party shall, with due diligence, require all policies of risk insurance carried by such party during the term of this Lease upon the Demised Premises to be endorsed with a provision by which the insurer designated therein shall waive its right of subrogation against the other party.

C. The cost of public liability insurance in such form as the Landlord shall reasonably require, insuring both the Landlord and Tenant, in amounts not less than \$1,000,000.00 insuring the Landlord against liability for injury to property, \$1,000,000.00 against liability for injury to persons or loss of life arising out of and in connection with Tenant's use of occupancy of the premises with limits of \$1,000,000.00 for one (1) person and \$2,000,000.00 for any number of persons injured or killed in any one accident.

D. The cost of special assessments charged against the Demised Premises during the term of the Lease provided, however, that Tenant shall be entitled at its option, to pay said assessments in installments over the maximum period of time permitted by the ordinances of the City of Antigo. It is understood and agreed that Tenant shall not be required to pay for any assessments which arise solely out of Landlord's obligation to furnish Tenant with a completed building and the usual building site improvements, including necessary utilities and means of ingress and egress to the building.

If the Tenant shall fail to pay any of the foregoing charges, insurance premiums, and assessments promptly as the same shall become due, or if Tenant shall fail to keep the

Demised Premises and all buildings and other improvements repaired as required under the provisions of Section 5 hereof, the Landlord shall have the right to pay the same (or make all necessary repairs), in which event the amount so paid by the Landlord shall bear interest at ten percent (10%) per annum from date of payment and shall become due and payable by Tenant upon written demand, and failure of the Tenant to repay the Landlord within five (5) days after written demand shall constitute a material default hereunder.

5. During the term of this Lease, the Tenant shall keep the Demised Premises and all building and other improvements thereon in good repair and shall surrender them at the expiration of this Lease (unless Tenant elects to purchase said Demised Premises) in as good condition as when delivered to the Tenant, reasonable wear and tear or damage or destruction by fire or other casualty excepted.

6. Subject to the provisions of Section 7, 8, and 11 below, the Tenant shall be permitted to make any alterations, additions, or improvements upon the Demised Premises. All structural improvements to the Demised Premises made by the Tenant during the term of this Lease shall become the property of the Landlord without any reimbursement whatsoever by the Landlord to the Tenant; provided, however, that all removable installations affixed by Tenant, including, without limitation, shelves for storage, bins, pallets, lighting fixtures and office fixtures which are removable may be removed by the Tenant upon the termination of this Lease, but it shall be the obligation of the Tenant to promptly repair all damage caused by the removal thereof.

7. In making any alteration, addition, or improvement and in using and occupying the Demised Premises, Tenant shall comply with the building code and all ordinances and safety regulations of every governmental authority pertaining to such work or such use or occupancy. The Tenant shall indemnify and save Landlord harmless from and against all expenses, claims or damages to either property or person, which shall arise by reason of any such repair, alteration, improvement, addition to or use of occupancy of the Demised Premises.

8. If any construction lien or other lien shall be filed against the Demised Premises or any building or improvement filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished, or alleged to have been furnished, or to be furnished, to or for the Tenant, or for or by reason of any change, alteration, or addition, the Tenant shall promptly cause the same to be canceled and discharged of record and shall also defend, on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, and the Tenant will pay all damages and discharge every judgment entered therein and save harmless the Landlord from every claim or damage resulting therefrom.

9. The Tenant shall not conduct or permit to be conducted in or upon the Demised Premises any business or permit any act which is contrary to or in violation of the statutes, ordinances or lawful regulations of any governmental authority; otherwise, Tenant may use and occupy the Demised Premises for all lawful purposes.

10. If the Demised Premises or any part hereof, shall be sublet, or if this Lease were assigned by Tenant, the Tenant shall remain liable for the performance of all conditions, covenants and obligations under this Lease, notwithstanding any assignment or sublease. There shall be no sublease or assignment by Tenant without the written consent of the Landlord, which consent shall not be unreasonable withheld.

11. No building upon the Demised Premises shall be removed, torn down or any alterations made thereon by Tenant which will diminish the value thereof; without the written consent of the Landlord.

12. Landlord shall not be liable and Tenant shall save and hold harmless from all injury or damage to persons or property resulting from fire explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from pipes, appliances or plumbing works, or from the roof, street or sub-surface, or any other cause whatsoever, it being specifically understood by Tenant that Tenant will accept the Demised Premises in its condition at the commencement of this Lease. Landlord shall not be liable and Tenant shall hold harmless from any injury or damage to persons or property resulting from casualty or any other cause whatsoever.

13. If the Demised Premises or any portion thereof shall be destroyed or damaged by fire or other cause, the improvements so destroyed or damaged shall be restored or repaired without delay at the sole expense of Tenant, without diminution or abatement in rent, in which event all insurance proceeds due or payable by reason of such fire or other casualty shall be for the benefit of the Tenant, but such proceeds shall be utilized solely for such restoration or repair; provided, however, that if the Tenant shall deem it impracticable to restore or repair the Demised Premises, the Tenant shall have the option to terminate this Lease as of the end of a calendar month upon giving the Landlord at least ninety (90) days written notice, on condition that all insurance proceeds shall be payable to the Landlord; but the option herein granted to the Tenant shall not be exercisable unless such insurance proceeds shall at least equal the Landlord's cost of each depreciable improvement to the Demised Premises reduced by a depreciation factor of two and one-half percent (2 1/2 %) per annum on a straight-line basis, disregarding fractional parts of a month, computed as of the termination date of the Lease by the Tenant.

14. The Tenant shall permit Landlord to examine Demised Premises at all reasonable times. Unless Tenant exercises its right to purchase the Demised Premises during the four (4) months prior to the expiration of this Lease, the Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notice "To Let" or "For Sale".

15. The Tenant shall have the right to use all Landlord's easement and rights-of-way granted that are appurtenant to or for the benefit of the Demised Premises, subject to the terms and conditions of such easements and rights-of-way. Likewise, in the event of default, Landlord shall be granted an easement or right-of-way by tenant for access to the Demised Premises in the event the same shall revert to Landlord.

16. If the Tenant shall abandon or vacate the Demised Premises prior to the expiration of this Lease or violate any of the Tenant's obligations under this Lease and fail to take steps within thirty (30) days after notice thereof from Landlord, and exert continuous and diligent efforts to remedy each violation after receiving said notice, the Landlord may enter upon the Demised Premises, remove signs and other chattel property of the Tenant, at Tenant's expense, and without notice terminate the Lease and sue for and recover all rents and damage accrued under this Lease or arising out of any violations thereof.

17. If during the term of this Lease, the Tenant shall be adjudicated a bankrupt, shall file any petition for relief under the Bankruptcy Act, or make a general assignment for the benefit of

creditors or for the benefit of anyone under any insolvency acts, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property, or if a temporary receiver shall be appointed for the Tenant's property, and if such appointment of a temporary receiver shall be vacated and set aside within thirty (30) days from the date of such appointment, then, if any of the foregoing events, at its option, on fifteen (15) days notice in writing served as provided in Paragraph 19 hereof the Landlord may, at its election, terminate this Lease and thereupon this Lease and the term hereof shall automatically cease at the expiration of said fifteen (15) day period, and it shall be lawful for the Landlord, at its option, to enter the Demised Premises, or any part thereof and to have, hold, repossess and enjoy the Demised Premises and to remove all persons and property therefrom by summary proceedings, or by any action or proceeding, anything herein contained to the contrary notwithstanding.

18. Every notice which, under the terms of this Lease or by any statute or ordinance now or hereafter in force, is provided or required to be given, shall be sent by registered mail or certified mail, return receipt requested, postage prepaid, directed as follows:

A. To the Tenant at 908 Hickory Street, Antigo, WI or at such other address as the Tenant may designate by notice in writing from time to time.

B. To the Landlord, at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as the Landlord may designate by notice in writing from time to time.

19. Landlord covenants and agrees that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, then at all times during said term the Tenant shall have the peaceful and quiet enjoyment of the Demised Premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming against the Demised Premises. Landlord warrants and covenants that Landlord has full right and lawful authority to enter into and perform the terms of this Lease, and has good and marketable title to the Demised Premises free and clear of all liens, encumbrances, clouds, and defects whatsoever.

20. If the whole or any part of the Demised Premises shall be taken by any public authority under power of eminent domain, or if the same shall be conveyed under threat thereof then this Lease shall terminate only as to that portion so taken or surrendered from the day of such taking, or surrender of possession thereof for any public purpose, and the rent shall be paid up to that day, and from that day Tenant shall continue in possession of the remainder of the Demised Premises under the terms of this Lease, and the rent shall be reduced in proportion to the amount of the Demised Premises so taken or surrendered. However, if any portion of the building on the Demised Premises shall be so taken or surrendered, the Landlord, at its expense, shall promptly repair the remaining portion of the building not so taken, if upon completion of such repair, the Demised Premises would be reasonably suited to the uses to which the same were put by Tenant immediately prior to such taking or surrender. However, if the building could not be so repaired, the Tenant may terminate this Lease by written notice to Landlord given within ninety (90) days after Tenant shall have notice of such taking or surrender. If there shall be a total taking or surrender of the Demised Premises, or a partial taking or surrender resulting in a termination of this Lease as hereinafter provided, any condemnation award or settlement shall be paid to Landlord. However, nothing herein contained shall be construed to prevent Tenant from interposing, prosecuting or collecting any claim in any proceeding for condemnation or eminent

domain for the value of any construction, improvements, buildings, or fixtures built, installed, completed, contracted for or made on, in or to the Demised Premises by Tenant at its costs to the extent that same could not be removed from the Demised Premises (less depreciation on the cost thereon on a straight-line basis amortized over a ten (10) year period from the commencement date of this Lease, using as a basis the actual cost of such construction, improvements, buildings or fixtures). Nothing herein shall be construed to prevent Tenant from making a separate claim against the taking authority to which Tenant might be entitled, in law, or in equity, on account of damages, losses, or costs sustained by Tenant because of such taking, except a claim for the recovery of the value of its leasehold estate.

21. Landlord hereby grants to Tenant the option to purchase the Demised Premises. The option to purchase shall be exercisable at any time during the lease term by written notice from Tenant to Landlord. At the time of closing, Tenant shall pay to Landlord the balance of principal and interest due on the amount indicated in paragraph 2 of this Lease, plus One Dollar (\$1.00). If said option is exercised, Landlord shall convey the Demised Premises to Tenant by Quit Claim Deed. Landlord warrants and covenants that Landlord will not encumber or permit to be encumbered in any way whatsoever, the title to the Demised Premises at any time during the term of this Lease. The property shall be conveyed in its then "as is" condition.

Landlord shall accompany its Deed with a Title Guaranty or Owner's Fee Policy of Title Insurance, or an abstract, whichever is elected by Tenant, issued by a title company of Tenant's choice at Tenant's expense. Tenant shall pay the costs incurred to record said Deed, and the charges of the title company.

22. This Lease shall not be recorded, but a short form Memorandum of Lease, including a legal description of the Demised Premises shall, at the option of either party, be duly executed, witnessed, and acknowledged for recording.

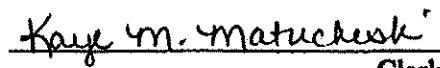
23. The City of Antigo shall have the right of first refusal to purchase these premises or any part thereof in the event DUFFEK SAND & GRAVEL, INC. desires to dispose of same, as well as an accompanying easement for access thereto.

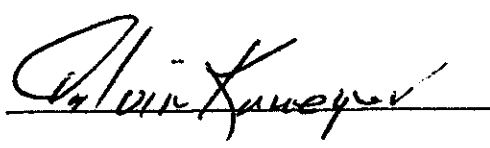
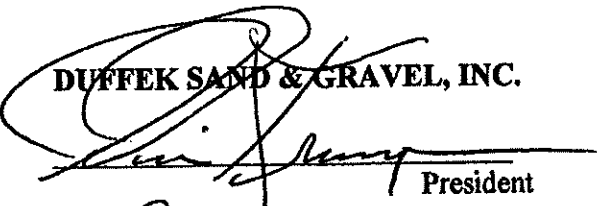
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES:

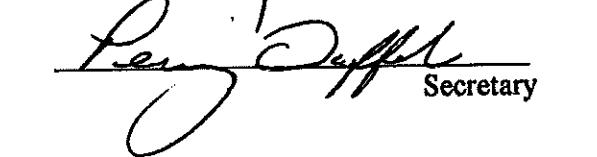
CITY OF ANTIGO


Mayor

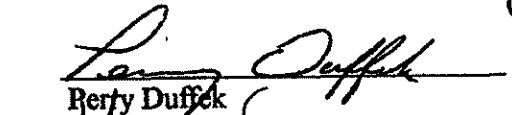

Clerk/Treasurer

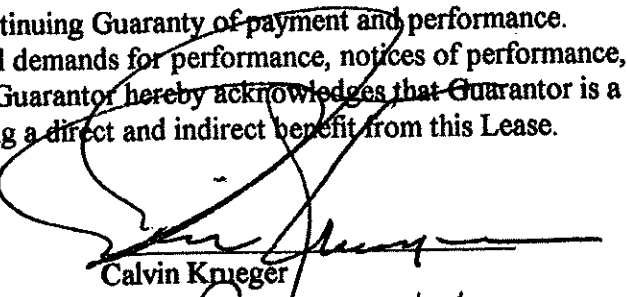


 President

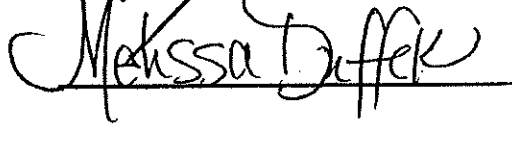

 PERRY DUFFEK

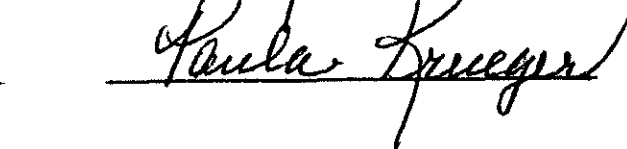

 Secretary

As a material inducement to the City of Antigo ("Landlord") to enter into this Lease between Landlord and Duffek Sand & Gravel, Inc. ("Tenant"), the undersigned ("Guarantor") hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant under the Lease and any extensions or renewal of and amendments to the Lease. This Guaranty is an absolute and continuing Guaranty of payment and performance. Guarantor hereby waives presentment and all demands for performance, notices of performance, and notices of acceptance of the Guaranty. Guarantor hereby acknowledges that Guarantor is a shareholder of Tenant and as such is receiving a direct and indirect benefit from this Lease.


 Perry Duffek


 Calvin Krueger


 Melissa Duffek


 Paula Krueger

Addendum "A"

Legal description of Duffek Sand & Gravel, Inc.

Lot Two (2) of the Certified Survey Map recorded on October 24, 2007 at 3:19 p.m. in the Office of the Register of Deeds, Langlade County, Wisconsin, in Volume 14 of Certified Surveys at Page 129 as Document No. 396538 being part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 19, Township 31 North, Range 11 East, City of Antigo, Langlade County, Wisconsin

Attachment: Duffek Sand Gravel Inc 2008 Lease (2082 : Pending Offer to Purchase for the Proposed Sale of Duffek Sand & Gravel)

Addendum "B"



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: May 16, 2018

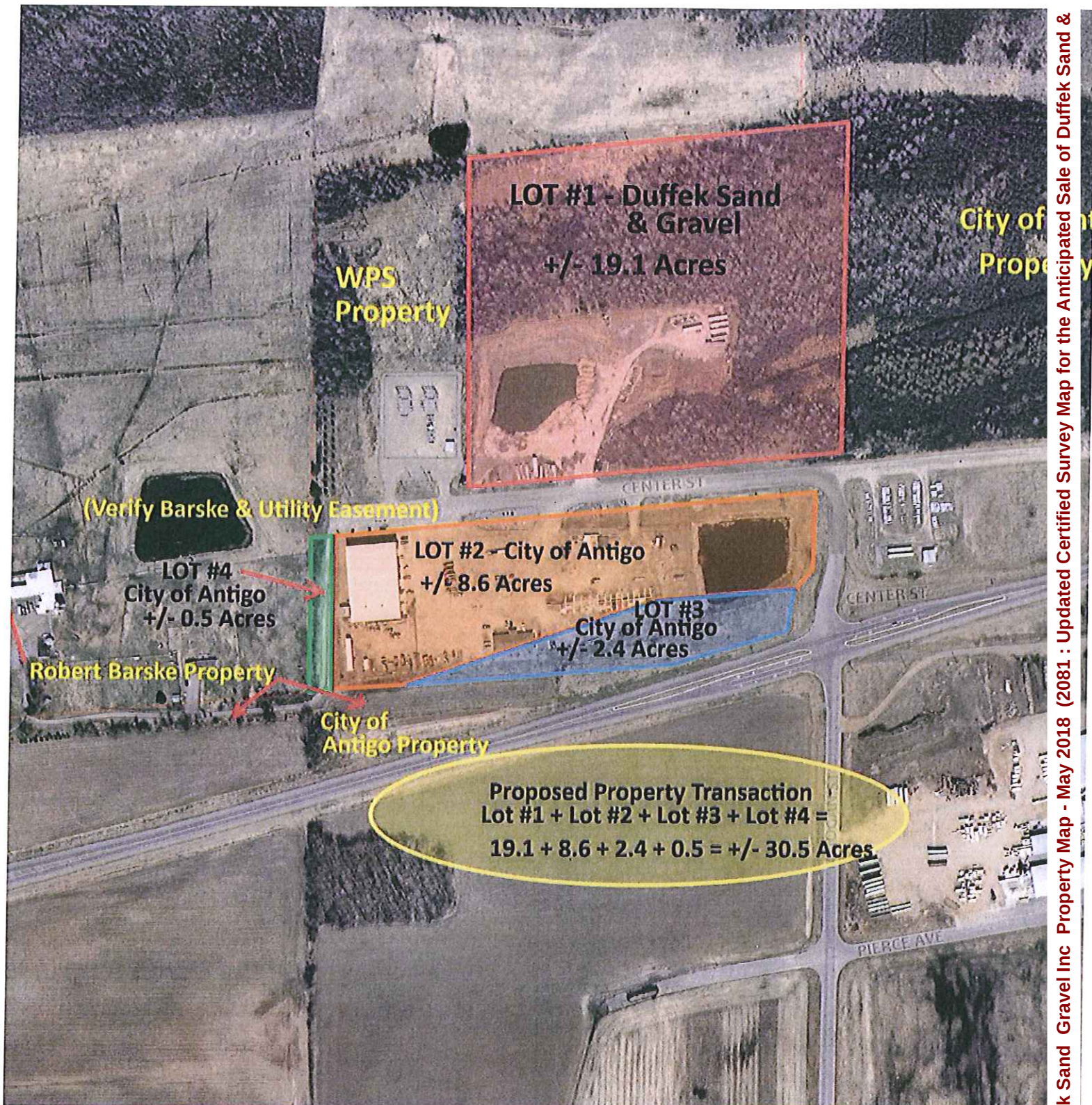
Re: Updated Certified Survey Map and a No-Cost Transfer of an Additional +/- 2.4 Acres created by the Relocation of Highway 64 to the South of its Original Proposed Alignment during the By-pass Project in Preparation for the Anticipated Sale of Duffek Sand & Gravel, Inc.

Duffek Sand & Gravel is working towards the potential sale of the property, buildings and operations to an interested buyer and has received an Offer-to-Purchase. During a review of the 2008 Lease Agreement between the City and Duffek Sand & Gravel it was noted that the relocation of the Highway 64 by-pass route (in 2011) was not built according to the projected 2008 alignment. In fact, the alignment was moved to the south creating an additional +/- 2.4 acres of available property along the southeast corner of the Duffek site.

This additional acreage was not identified in the original (2007) Certified Survey Map and has been utilized as part of the Duffek Sand & Gravel operations. The 2.4 acres is instrumental to the purchaser and could jeopardize the proposed transaction. The 2008 Lease Agreement addresses the mechanisms for the transfer of the +/- 8.6 acres of City owned property originally identified in the transaction with Duffek Sand & Gravel under any eventual sale on their part. I am recommending that a deed for the additional +/- 2.4 acres be transferred by the City to the purchaser at the time of the sale and at no-cost to the purchaser. This transaction will assure the continued use of the property in the best interest of the City while fostering continued economic development.

A map depicting 4 Lots (+/- 30.6 acres of which +/- 30.1) associated with the anticipated sale of the property by Duffek Sand & Gravel is included for your reference based on the following assumptions:

- Lot #1 (colored red on the map) consisting of +/- 19.1 Acres owned by Duffek Sand & Gravel to be included in the transaction
- Lot #2 (colored orange on the map) consisting of +/- 8.6 Acres owned by the City as described in the 2008 lease agreement is transferrable at the time of the sale
- Lot #3 (colored blue on the map) consisting of +/- 2.4 Acres owned by the City as created by the realignment of Highway 64 by-pass subsequent to the 2008 lease agreement to be included at no-cost as additional property at the time of the sale
- Lot #4 (colored green on the map) consisting of +/- 0.5 acres owned by the City as an easement for utility extensions and for secondary access to homes on the Barske property to be retained by the City



SCALE: 1" = 333'





To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 16, 2018
Re: Bid Result Recommendations for the Replacement of the Membrane Roofing System of City Hall and the Fire Department and to Transfer Funds from the Parking Lot Capital Equipment/Improvement Plan

The following DRAFT Resolution language is being provided to better assist you in understanding staff's recommendations for the 2018 City Hall/Fire Department membrane roof replacement project. We received 6 bids and are recommending the lowest bidder as a qualified contractor for the project.

WHEREAS, sealed bids were solicited for the replacement of the existing membrane/ballast-stone system for entire City Hall building complex (including the Fire Department); and,

WHEREAS, this work will replace the existing membrane/ballast-stone system in favor of a heavier gauge membrane secured to the underlying insulation without the use of ballast-stone and is being recommended for replacement based on the age of the original roofing system (City Hall constructed in 1994); and,

WHEREAS, a total of six bids were received providing information relative to the various options being considered for the project including such items as extended warranty (based on membrane thickness), a multi-year construction option, molded walkway paths and replacement of defective underlying materials if encountered (i.e. insulation); and,

WHEREAS, staff conducted a post-bid meeting with the apparent low priced bidder to clarify the information provided within their bid packet; and,

WHEREAS, staff recommended the purchase/installation for the Nasi Roofing, LLC bid in the amount of \$91,800 for the entire project to be completed in 2018 with the 50 mil membrane (20 year warranty) option; and,

WHEREAS, staff additionally recommended and FP&L Committee approved that the molded walkway option for creating reinforced membrane walkways providing access to the roof-top mechanical systems be added for an estimated project increase of \$5,000 (\$4 per square foot) along with a contingent amount of \$5,000 for any necessary repairs to wet/defective insulation (\$4.50 per square foot); and,

WHEREAS, the 2018 budget included \$65,000 (with carryovers) for this membrane roof replacement project along with \$60,000 (with carryovers) for a future City Hall parking lot reconstruction project; and,

WHEREAS, staff recommended and the FP&L Committee approved that \$36,800 be transferred

from the 2018 City Hall/ Fire Department Parking Lot CIP item (OPI-9) to the 2018 City Hall/Fire Department Roof Replacement item (OPI-7) for a total project amount of \$101,800 to be awarded to Nasi Roofing, LLC.

NOW, THEREFORE, BE IT RESOLVED, BY The COMMON COUNCIL, City of Antigo, to approve Nasi Roofing, LLC for the removal of the existing membrane/ballast-stone roof system and the installation of a 50 mil Duro-Last membrane roofing system in the amount of \$101,800 as described in their bid package; and,

BE IT FURTHER RESOLVED, to approve transfer of an additional \$36,800 from the City's Capital Equipment/Improvement Plan (CIP) 2018 City Hall/Fire Department Parking Lot CIP item (OPI-9) to be added to the existing \$65,000 CIP Roof Replacement Budget (OPI-7) to fully fund this project.

CITY HALL ROOF AND FIRE DEPARTMENT

2.8.a

BIDDER NAME	Manufacturer	Membrane Model/Name	Color	Membrane Thickness (mils)	15 Year Warranty	2018 Lower Roof (City Hall/Fire Dept Living Area)	2018 Upper Roof (Fire Apparatus Bays)	Total Cost	Replace Defective Insulation per bd. Ft	Extended No Cost(non-prorated) Warranty	Duration in years	Molded Walkway System per sq. ft.
Nasi Roofing LLC	Duro-Last Roofing Inc.	Mechanically Fastened System	White	40 mil	Yes	\$67,500.00	\$18,000.00	\$85,500.00	\$4.50 sq. ft	\$6,300.00	20 (50 mil)	\$4.00
Minocqua, WI 54548												
Quality Roofing Inc.	Firestone	EPDM LSFR	Black	60 mil	Yes	\$72,571.00	\$30,627.00	\$103,198.00	\$2.10	\$882.00	20	15.00 Lin. Ft.
Marshfield, WI 54449												
Kulp's of Stratford	JohnsManville	60 Mil EPDM	Black	60mil	Yes	\$74,000.00	\$30,000.00	\$104,000.00	\$0.45	\$800.00	20	\$8.00
Stratford, WI 54484	Fully-Adhered											
Kulp's of Stratford	Sika Plan	Sika 45	White	45 mil	Yes	\$74,000.00	\$30,000.00	\$104,000.00	\$0.45	\$800.00	20	\$8.00
Stratford, WI 54484	Mech Attached											
Kulp's of Stratford	Sika Plan	Sika 60	White	60 mil	Yes	\$84,000.00	\$34,000.00	\$118,000.00	\$0.45	\$800.00	20	\$8.00
Stratford, WI 54484	Fully-Adhered											
C & C Services	Mulehide	EPDM	White	60 mil	(20 yr)	\$99,206.16	\$27,801.54	\$127,007.70	\$2.15	Included	20	11.25 (160 pc)
Aniwa, WI 54408												
Oshkosh Industrial Roofing & Sheet Metal	JohnsManville	TPO	White	60 mil	Yes	\$101,000.00	\$42,180.00	\$143,180.00	\$3.95	Blank	Blank	\$9.00
Winnebago, WI 54985												
Northeastern Roofing Inc.	Firestone	Firestone TPO 60mil adhered	White	60 mil	Yes	\$148,575.00	\$58,000.00	\$206,575.00	\$2.25	N/A	Blank	Blank
Seymour, WI 54165												

Note:

Recommendation for Nasi Roofing based on \$85,500 + (\$6,300 for 50 mil/20-year warranty) + (Est. \$5,000 of molded walkway x \$4.00 per sq.ft.) + (Est. \$5,000 of insulation repairs) = \$101,800

Attachment: CITY HALL AND FIRE DEPARTMENT MEMBRANE ROOFING BID TAB - MAY 2018 (2115 :



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: May 16, 2018
Re: Write Off Block Grant Loan in the Amount of \$14,000 for 420 Elm Street Due to a Sheriff's Sale

Attached is a copy of the Notice of Sheriff's Sale that we received for the property at 420 Elm Street. The City has a Block Grant Mortgage on this property in the amount of \$14,000. Due to the foreclosure and Sheriff's Sale, the City will be unable to collect the Block Grant loan so the \$14,000 will need to be written off. With this type of situation, the City has no recourse to collect the balance.

If approved by Committee, a resolution will need to be forwarded to the Council. Should you have any questions, please feel free to contact me.

STATE OF WISCONSIN CIRCUIT COURT LANGLADE COUNTY

FRT RPL REO LLC,

Plaintiff,

vs.

Case No. 2017CV78

Colleen Fronck, City of Antigo Housing Authority, Langlade Hospital, aka Langlade Hospital, an Aspirus Partner, Mark A. Aldrich, DPM, City Gas Company, Aspirus Clinics, Inc., City of Antigo

Defendant(s).

NOTICE OF SHERIFF'S SALE

By virtue of a judgment of foreclosure made in the above-entitled action on November 28, 2017, in the amount of \$15,913.95, I will sell at public auction on the Courthouse steps, located at 800 Clermont Street, Antigo, Wisconsin, 54409-1985, on **May 29, 2018, at 10:00 AM**, all of the following described premises, to wit:

The South Half (S 1/2) of Lot Fourteen (14), and all of Lot Fifteen (15) in Block One (1) of Morrissey's Addition to the City of Antigo, Langlade County, Wisconsin.

Tax Key No. 201-2306

Address: 420 Elm Street, Antigo, WI 54409

THE PROPERTY WILL BE SOLD SUBJECT TO ALL LEGAL ENCUMBRANCES.

TERMS OF SALE:

1. At the time of sale: a downpayment (CASH or CASHIER'S CHECK only) in an amount not less than 10% of the successful bid; and
2. No later than ten (10) days after the Court confirms the sale:
 - a. The balance due on the sale;
 - b. The amount of the transfer fee due under Section 77.22, Wis. Stats., if any; and
 - c. The amount of the fee due under Section 59.43(2), Wis. Stats., to record the deed and any other document required for such recordation.

DATED at Antigo, Wisconsin on, April 12, 2018.

Bass & Moglowsky, S.C.
Attorneys for Plaintiff

/s/ Mark Westen
Sheriff of Langlade, Wisconsin

Bass & Moglowsky, S.C. is a law firm / debt collector representing a creditor in the collection of a debt owed to said creditor. We are attempting to collect such debt and any information obtained from this communication will be used for that purpose.

Attachment: 420 Elm Street Sheriff's Sale (2075 : Write Off Block Grant Loan for 420 Elm Street)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: May 16, 2018
Re: Settlement Offer from Wisconsin Mutual for a Claim Where a Hydrant was Struck by a Vehicle on Freiburger Avenue

A City hydrant was struck by a vehicle on Freiburger Avenue on December 12, 2017. After repairs an invoice was sent to the vehicle owner in the amount of \$9,515.72 which included parts and labor. A copy of the invoice is enclosed.

The vehicle owner submitted the claim to her insurance company, Wisconsin Mutual. They have offered a settlement of \$7,049.47 for this claim due to the age of the hydrant, asphalt and curb and gutter. A copy of this email is enclosed.

Our City Attorney has reviewed the settlement offer and concurs that this is reasonable for the claim. Therefore, it is my recommendation to approve the settlement offer and forward to Council for approval. The remaining amount of the claim will be expensed to the Water Utility.

Should you have any questions, please feel free to contact me.



DATE	INVOICE NO
1/3/2018	0174146

BILL TO

KARIN KOEPEL
CLAYTON MILLER
W6953 ELMWOOD RD
ANTIGO, WI 54409

*copy also sent to
white insurance
per Karina*

DUE DATE

2/3/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

Hydrant repair after struck with vehicle on Freiburger Ave 12/12/17:

Estimated water fm hydrant 82,500 gal.	110.29	2.88	317.64	0.00	0.00	317.64
Call in for 5 employees	5.00	100.00	500.00	0.00	0.00	500.00
Water Labor OT	35.25	75.00	2,643.75	0.00	0.00	2,643.75
Excavation/Right of Way permit	1.00	35.00	35.00	0.00	0.00	35.00
6" Cast Coupling	1.00	57.12	57.12	0.00	0.00	57.12
Asphalt Replacement 133 SF	133.00	16.25	2,161.25	0.00	0.00	2,161.25
Pit run	18.00	8.75	157.50	0.00	0.00	157.50
1 1/4" Rock	2.00	15.00	30.00	0.00	0.00	30.00
Hydrant	1.00	2,230.00	2,230.00	0.00	0.00	2,230.00
Curb replacement 19 LF	19.00	25.00	475.00	0.00	0.00	475.00
T-Head	6.00	1.25	7.50	0.00	0.00	7.50
Water Truck W1	8.00	24.10	192.80	0.00	0.00	192.80
Water Truck W10	8.00	14.72	117.76	0.00	0.00	117.76

Continue to the next page . . .

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (715) 623-3633

Customer Name: KARIN KOEPEL
Customer No: 010568
Account No: 0000990 - AR

DUE DATE	INVOICE NO
2/3/2018	0174146



Please remit payment by the due date to:

CITY OF ANTIGO
700 EDISON STREET
ANTIGO, WI 54409

INVOICE BALANCE:

\$9,515.72

Attachment: Hydrant Claim (2122 : Settlement Offer for Hydrant Claim)



DATE	INVOICE NO
1/3/2018	0174146

BILL TO

KARIN KOEPEL
 CLAYTON MILLER
 W6953 ELMWOOD RD
 ANTIGO, WI 54409

DUE DATE

2/3/2018

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
Tandem	10.00	59.04	590.40	0.00	0.00	590.40

INVOICE TOTAL: 9,515.72 0.00 0.00 9,515.72

Attachment: Hydrant Claim (2122 : Settlement Offer for Hydrant Claim)

Kaye Matucheski

From: Jeff Geitner <jgeitner@wiins.com>
Sent: Monday, May 07, 2018 9:06 AM
To: Kaye Matucheski
Subject: RE: Your Claim #40-9207-17 - Karin Koeppel

Dear Ms. Matucheski:

We have reviewed your subrogation claim of January 3rd, 2018 and the age of the items you provided on March 2nd. We only owe the actual cash value of the item replaced. The average useful life of a hydrant is approximately 100 years. We are will to offer \$1000 for the replacement of this item. The asphalt and gurb/gutter are 25 years and 45 years old, respectively. We are will to reimburse you \$1100 for the asphalt and \$300 for the curb/gutter. This would make the total amount reimbursable of \$7049.47.

Please advise if you have any questions.

Jeff Geitner
 Claims Manager
 Wisconsin Mutual Insurance
 8201 Excelsior Drive
 Madison, WI 53717
 O: 608.828.1404 F:608.836.1645
jgeitner@wiins.com
www.wiins.com



From: Kaye Matucheski [<mailto:kmatucheski@antigo-city.org>]
Sent: Friday, March 2, 2018 12:51 PM
To: Jeff Geitner <jgeitner@wiins.com>
Subject: Your Claim #40-9207-17 - Karin Koeppel

Mr. Geitner:

Per your letter of February 22, 2018, the following are the approximate ages per our Public Works Department:

Hydrant – 1937
 Pavement – 1993
 Curb & Gutter - 1972

Kaye M. Matucheki
 Clerk-Treasurer/Finance Director
 City of Antigo
 700 Edison Street
 Antigo, WI 54409
 715-623-3633, extension 102
kmatucheski@antigo-city.org

Please note:

The City of Antigo is an Equal Opportunity Provider.

Attachment: Hydrant Claim (2122 : Settlement Offer for Hydrant Claim)



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 16, 2018
Re: Advancement of Demolition Bids for a Home Damaged by Fire and Subsequently
 Deeded to the City from Langlade County through the Tax-Reversion Process as
 Located at 218 Virginia Street

A home, located at 218 Virginia Street, was damaged by fire and is subsequently being transferred by deed from Langlade County to the City through the Tax-Reverted property process. Because of the poor condition of the home and detached garage (including the blighted contents of both buildings), I am recommending the advancement of the demolition process on an accelerated schedule.

Bids for the demolition and removal of the buildings/contents to a licensed landfill are currently being developed and advertised for submittal to the City by June 4th, 2018. This process will allow for the opening and reviewing of bids in advance of the June Council agenda at which time staff's recommendations will be presented.

The City's demolition budget has adequate funds to address this matter and similar house removals have been accomplished over the past year. While it is anticipated that an estimated budget of \$15,000 will more than cover the pending bids, the amount is being provided to assist you in your determination to advance this effort.

I am asking that you authorize the solicitation of demolition bids for the removal of the house, garage, foundation-backfill and site restoration of 218 Virginia Street and authorize staff to advance the bid results for consideration by Council at their June meeting without the need to have the actual bids approved at any subsequent FP&L Committee meeting. Thank you, in advance, for your consideration of this request.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 16, 2018
Re: Request from Public Safety Director to Fill Vacant Firefighter/Paramedic Position

The Antigo Fire Department is facing a potential second job opening for the replacement of a Firefighter/Paramedic position. As a result, the Department is requesting that a replacement candidate be considered from the current list of applicants (including those having been interviewed just one-week prior to the May 2018 FP&L meeting). Approval of this request would allow for the timely replacement of vacancies while maintaining the approved level of staffing within the 2018 budget cycle.