



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, May 20, 2020

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

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

1. Approve the Minutes from the March 18, 2020 Meeting
2. Mayor's Proclamation Extending the City of Antigo State of Emergency to June 11, 2020
3. Review of the City's Non-Work Related Travel Policy for Employees Related to COVID-19
4. Update on Sober Living Project including the As-Read Bid Results for the Building Renovation and the Status of Environmental Testing
5. Approval to Amend Lease with Gene Matuszewski from \$100 per Acre to \$65 per Acre and One Year Term from Four Year Term

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 15, 2020

BILL BRANDT

**PROCLAMATION EXTENDING A STATE OF EMERGENCY
CITY OF ANTIGO COVID-19 RESPONSE**

WHEREAS, a novel strain of the coronavirus, named COVID-19 has spread throughout numerous countries including the United States; and

WHEREAS, the World Health Organization has declared a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, Wisconsin Governor Tony Evers issued Executive Order #72 Relating to a Proclamation Declaring a Health Emergency in Response to the COVID-19 Coronavirus; and

WHEREAS, on April 16, 2020, Wisconsin Governor Tony Evers directed Wisconsin Department of Health Services Secretary-designee, Andrea Palm, to extend the “Safer at Home” order until Tuesday, May 26 or until a superseding order is issued.

WHEREAS, on March 19, 2020, City of Antigo Mayor Bill Brandt declared a State of Emergency for the City of Antigo expiring on May 19, 2020 at 5:00 p.m. unless extended.

NOW, THEREFORE, pursuant to sections 323.11 and 323.14 (4) of the Wisconsin Statutes, the City of Antigo hereby extend the local State of Emergency for the City of Antigo automatically expiring on June 11, 2020 at 8:00 a.m., unless extended. During the State of Emergency, it is hereby ordered that the City of Antigo will make all of its resources available to adopt, implement, and support all actions and recommendations of Federal and State public health agencies. **IT IS FURTHER ORDERED** that:

1. All meetings of the Common Council, Committees, Boards, and/or Commissions may be conducted with the health and safety of elected officials, employees and staff being given the greatest consideration, with access granted to the public to the full extent practicable.

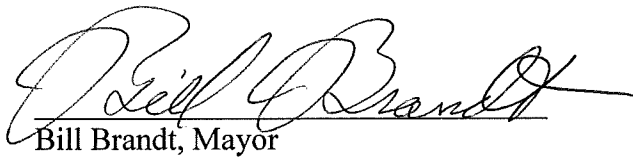
2. All City sponsored events will either be cancelled or rescheduled during the emergency.

3. Public access to City facilities shall be limited. To the extent possible, all operations shall be made available on-line and/or available for external drop off to the City.

4. All City of Antigo business travel is suspended for the duration of this emergency.

5. The City shall take all further actions reasonable and necessary to prevent exposure to and/or spread of COVID-19, including complying with all Federal and state laws, rules, and/or orders as they may issue. Under 323.14(4)(b), Stats., this proclamation shall be subject to ratification, alteration, modification or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the proper validity of this proclamation. As Chief Elected Official of the City of Antigo in testimony whereof I, Mayor Bill Brandt, have hereunto set my hand and have caused the great seal of the City of Antigo to be affixed.

THIS DECLARATION OF A STATE OF EMERGENCY is enacted this 15th day of May, 2020.


Bill Brandt, Mayor



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 20, 2020
Re: Review of the City's Non-Work Related Travel Policy for Employees Related to COVID-19

With the recent Supreme Court decision and subsequent statewide impacts to the Safer at Home directives changes to the City's Non-Work Related Travel Policy temporarily adopted as a response to the COVID-19 outbreak are needed. The actual recommendations for updates to the policy were not available at the time that this agenda was created. A revised policy recommendation will be shared with Committee members on the night of the FP&L meeting for discussion and consideration.

Please let me know if you have any questions or suggestions.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 20, 2020
Re: pdate on Sober Living Project including the As-Read Bid Results for the Building Renovation and the Status of Environmental Testing

As you may recall, this project is a joint project between North Central Health Care (NCHC), Langlade County and the City of Antigo. The property and building at 915 1st Avenue was purchased by Langlade County and they will remain the owner with the operational aspects of the program being administered by NCHC. The City of Antigo's commitment to the project was established at \$150,000 for renovation and site development with each entity pledging a similar investment. Langlade County and NCHC are expected to will provide a blend of renovation/site development investment along with meeting the operational needs with the same projected financial commitments. NCHC is raising funds via donations and are over 2/3rd's towards meeting their goals.

Bids for the building renovation were coordinated through NCHC's design consultant and are included in your packet for review. The next step will be to evaluate these costs along with pending projections for environmental requirements and final site development. The three partners will need to schedule a meeting to discuss these factors.

Please feel free to contact me with any questions.

NCHC/LANGLADE COUNTY

SOBER LIVING FACILITY BUILDING ALTERATIONS

Bid Tabulation

Bid Date: May 14, 2020 Time 3:00:pm

	The Reese Group	S.D Ellenbecker Inc.	Scherrer Construction Inc.	
Base Bid	Did Not Bid	\$250,340	\$229,800	
General Contractor Markup		15%	10%	
Sub-Contractor Markup		10%	10%	
Credit for Deleted Work		0%	0%	
Addendum Acknowledged		Yes	Yes	
Bidders Proof of Responsibility		Yes	Tes	
Alternate 1 - Additional windows		\$14,485	\$15,500	
Alternate 2 - Window Coverings		\$8,003	\$5,100	
Alternate 3 - Roof Insulation		\$12,655	\$4,800	
Alternate 4- Additional Snow Bars		\$8,000	\$8,000	
Proposed Substitutions (Yes or No)		No	Yes	
List of Subcontractors (Yes or No)		No	Yes	
Affidavit of Organization and Authority		Yes	Yes	
Bid Security		Yes-Bid Bond	Yes-Bid Bond	



To: Mayor and City Council
From: Roger Musolff, Building Inspection/Zoning Administrator
Date: May 20, 2020
Re: Approval to Amend Lease with Gene Matuszewski from \$100 per Acre to \$65 per Acre and One Year Term from Four Year Term

- Amend contract from \$100 per acre to \$65 per acre due to the small amount of acreage (3.5 acres) and the impact of the insurance cost
- Amend contract to 1 year term from 4 year

CITY OF ANTIGO AGRICULTURE LEASE

This agriculture Lease made and entered into this FIRST day of MAY, 2020, by and between the City of Antigo, a municipal corporation, existing by and under the authority of the laws of the State of Wisconsin, hereafter referred to as CITY, and GENE MATUSZEWSKI, hereafter referred to as TENANT.

CITY hereby does lease to TENANT the following described premises located in the City of Antigo, Wisconsin to wit:

Pierce Avenue Parcel-3.5 acres (Part of Lot 1 of Volume 19 Certified Survey Map Page 9 being located in part of Lot 323 of the Assessor's Plat of the City of Antigo located in the Northwest ¼ of the Southeast ¼ of Section 19 Township 31 North Range 11 Ecity City of Antigo, Langlade County Wisconsin)

See attached map.

This lease shall be effective for the term of one (1) years beginning on the FIRST day of MAY, 2020, and ending on the FIRST of MAY, 2024, with the TENANT paying the sum of \$ 65.00 per acre, with the total payment due the first day of November of each year until the lease expires. The said payments are to be made at the office of the City Treasurer, 700 Edison Street, Antigo, WI 54409.

This lease can be terminated with a thirty (30) day written notice to the TENANT. The CITY has proposed this land for Industrial Park use, and is seeking to sell this property to any industrial prospect.

Attachment: Lease 2020-2024 \$65 (3420 : Matuszewski Lease)

TENANT OBLIGATIONS

- a. TENANT shall farm the leased premises in a sound and "husband-like" manner.
- b. TENANT shall not cut or damage live trees without the CITY'S written consent.
- c. TENANT shall have a soil fertility test done by a reputable company and use the recommended fertilizer. A copy of this test must be made available to the CITY.
- d. TENANT shall not permit trash or rubbish to accumulate nor permit noxious weeds to seed on the premises.
- e. TENANT shall make repairs to fences and repairs to other improvements if damaged by TENANT.
- f. At the end of the lease term, TENANT shall deliver to CITY complete possession of the leased premises in as good repair and condition as they are at the time TENANT takes possession, excepting: ordinary wear, loss by fire, or unavoidable destruction.
- g. TENANT will not plant any crop, which shall not have a normal maturity within the term of this lease.
- h. None of the leased land shall be placed in soil bank or other government land retirement program without the written consent of the CITY.
- i. TENANT shall not burn any product without the prior written consent of the CITY.
- j. TENANT shall be strictly liable to the CITY from any damages resulting from the application or use by the TENANT of pesticides or agricultural chemicals and also for any other environmental contamination, liquid manure or hazards of any kind arising from the TENANT'S use and occupancy of the premises.
- k. TENANT, his agents and employees will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title IV of the Civil Rights Act of 1964, and Part 21 of the Regulations of the Office of the Secretary of Transportation. TENANT further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the CITY by the United States Government under authority of said Part 21.
- l. TENANT must submit a cropping plan and it shall be submitted annually to the Parks, Recreation, & Cemeteries Supervisor prior to spring planting in March.
- m. TENANT shall not sublease this property without the express written permission of the CITY.

INSPECTION AND IMPROVEMENT

- a. CITY, its agents, employees, representatives and contractors shall have the right to make repairs and improvements to the leased premises at all times, including without limitation thereof, surveys, test borings, installation of drainage tile and ditches and underground and above ground utilities, after giving proper notification to TENANT.
- b. CITY, its agents, employees, representatives and contractors shall have the right to enter the leased premises at all times, after giving proper notification to TENANT.
- c. The rent shall be rebated as to any of the leased crop land rendered unproductive by CITY'S actions.
- d. City will give TENANT thirty (30) days notice before any and all construction is to begin on said leased property and reimburse the tenant for all tenants' cost for planting

OTHER PROVISIONS

- a. TENANT shall hold and maintain a certificate of general liability Insurance for activities conducted on the leased premises in the amount of \$1,000,000 and the TENANT shall name the CITY as an additional insured on said policy. The said certificate shall be on file with the City Clerk's Office.
- b. TENANT shall indemnify, defend, and hold harmless the CITY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (no limitations) of every nature arising out of TENANT'S use and occupancy of this premises in any fashion.

PENALTY PROVISIONS

- a. In event that TENANT breaches or fails to fulfill any of the covenants and promises contained herein, TENANT shall forfeit the sum of \$100 per day until tenant ceases breach or failure.
- b. In the event that TENANT breaches or fails to fulfill any of the covenants and promises contained herein, this lease agreement may be terminated at any time at the discretion of the Antigo Common Council.

SENSIBILITY

- a. Any provision of this lease which is deemed to be invalid by any judicial body having authority, however, shall be considered severed or deleted here from. Such determination shall not serve to invalidate the remaining provisions of this lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the May 1, 2020.

CITY OF ANTIGO

By: _____
Mayor

Attest: _____
City Clerk

TENANT: _____
Signature

TENANT: _____
Signature

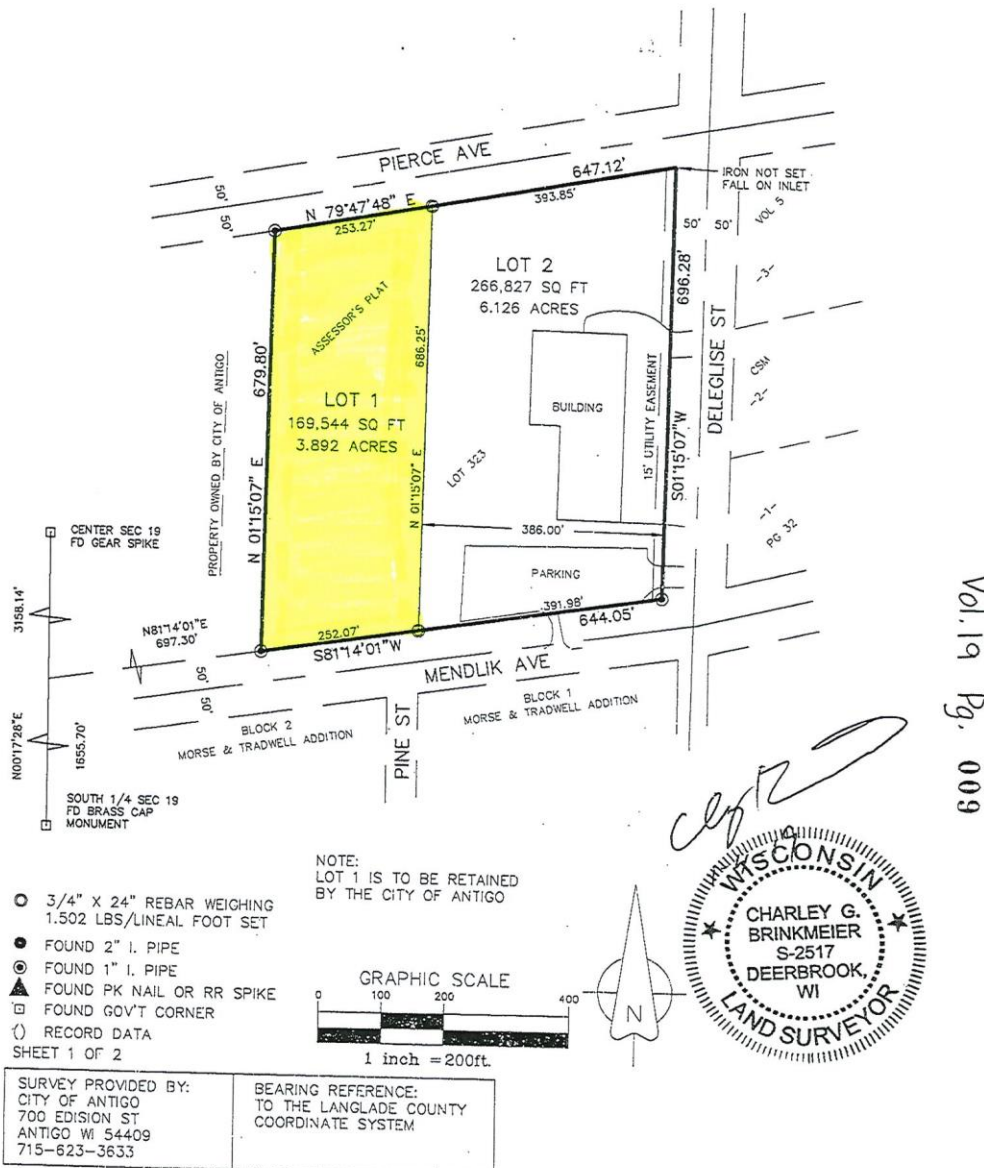
DOC NO. 447812

LANGLADE COUNTY, WI
RECEIVED FOR RECORD
February 19, 2019 11:56 AM
REGISTER OF DEEDS
CHET J. HAATVEDT
RECORDING FEE \$30.00

TOTAL PAGES 2

CERTIFIED SURVEY MAP

OF PART OF LOT 323 OF THE ASSESSOR'S PLAT OF THE
CITY OF ANTIGO LOCATED IN PART OF THE NORTHWEST 1/4
OF THE SOUTHEAST 1/4, SECTION 19, TOWNSHIP 31 NORTH,
RANGE 11 EAST CITY OF ANTIGO, LANGLADE COUNTY
WISCONSIN



Attachment: Lease 2020-2024 \$65 (3420 : Matuszewski Lease)