



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, June 19, 2019

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 May 15, 2019 Meeting
2. Sewer Credit Request in the Amount of \$382.91 for 1701 Chateau Drive (Corsica Mobile Home Park) Due to a Water Leak
3. Sewer Credit Request for 641 Elm Street for a Burst Pipe Where the Water Ran Outside
4. Developer's Agreement between Watertight Development LLC, as Represented by Jon Wald for the completion of the Roadway Connections of Laurisa Lane & Thomas Street for Phase 3 of the Windy View Heights Subdivision
5. Request for Personal Leave of Absence beyond 14 Calendar Days from employee due to Medical Reasons
6. Approval for Clerk-Treasurer/Finance Director to Waive Special Event Permit Fee
7. Renew Associated Appraisal Consultants, Inc. Assessing Contract for an Additional Four-Year Term
8. Investigate the Possibility of Bidding Out and Contracting with a Waste Hauler to Pick-up Residential Garbage in the City of Antigo. The Cost of the Pick-up to Spread Out Among the City Residential Property Owners and Added to Either Real Estate Tax Bills or Utility Bills, Whatever the City Determines the Best Option (Referred by Alderperson Kassis)

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: June 13, 2019

BILL BRANDT



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: June 19, 2019
Re: Sewer Credit Request in the Amount of \$382.91 for 1701 Chateau Drive (Corsica Mobile Home Park) Due to a Water Leak

The owner of the mobile home at 1701 Chateau Drive (Corsica Mobile Home Park) has sent a letter, which is included with this memo, requesting a sewer credit as the water used was due to a water leak underneath the mobile home. A city employee has verified the water ran into the ground and not down a drain as per Beth's letter and picture which are also included.

Based on the average water usage for this mobile home, the sewer credit would be \$382.91. If this credit is approved, a resolution will need to be forwarded to Council.

Should you have any questions, please feel free to contact my office at 715-623-3633, ext. 102.

Barbara Bostwick
1601 10th Ave Lot E30
Antigo, WI 54409
(715) 610-4382

To whom it may concern, June 10, 2019

I'm writing in regards to a water leak I had under my trailer early in May. The total cost, with the water bills and plumbers I had to hire, has ended up costing me close to \$1,000.00

Early in May, I received a water bill totalling almost \$200.00. My average bills range from \$30-50 in water usage. This large bill prompted me to search for a possible leak, which I ended up finding underneath my trailer. I had no signs that anything was amiss prior to receiving this water bill. I called Bauer's Plumbing out of Antigo, and they repaired the leak within a day.

Last week, I received my next water bill. I was shocked to see charges totalling just under \$600.00. I called another plumber to be sure that we hadn't missed anything; however, they were unable to find another leak. These combined bills of almost \$800 have caused extreme financial hardship. I'm a single mother of 3 children, struggling to stay afloat as it is.

Last week I went to the water company. They directed me to Mr Musolf's office. He sent several people from the city to my home to try and determine exactly what was going on.

They determined that the leak I did have was under my home, but above ground. The water we lost did not go into the sewer. I've done everything I can to try to handle this as quickly and efficiently as possible. I'm wondering if there's anything that can be done to help offset the cost. I work full-time; however, these bills are very difficult for me to afford. I would greatly appreciate any help that I could get.

Thank you so much for your time and consideration.

Sincerely,
Barbara J Bostwick
Barbara J Bostwick

Jaime L. Horswill

From: Beth McCarthy
Sent: Tuesday, June 11, 2019 9:55 AM
To: Jaime L. Horswill
Cc: Roger Musolff
Subject: 1711 Chateau Dr Water Leak
Attachments: 20190606_144114.jpg

To Whom It May Concern:

Attached is a photo of the repairs made to the previously broken water pipe. The pipe is located underneath trailer E30 at the above address. A large amount of metered water that the customer was billed for, did not appear to be entering the City's sewer system. It appeared to be absorbed by the ground.

Beth McCarthy
Civil Technician & Asst. Building Inspector
City of Antigo
700 Edison St
Antigo WI, 54409
715-623-3633 ext 120

Attachment: Water leak letters (2846 : Sewer Credit for 1701 Chateau Drive)



6-10-19

On 6-6-19 I was called to the Trailer Park at 1601 10th Ave for a high Bill. Both our meter & Theirs confirmed the high usage & a hot water pipe under the Trailer was repaired by the plumber. While under the home I found that the water soaked into the ground & didn't go down the sanitary sewer. Since the line was repaired the usage did go down.

Tom Kubeny
Thomas C Kubeny



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: June 19, 2019
Re: Sewer Credit Request for 641 Elm Street for a Burst Pipe Where the Water Ran Outside

Attached is a memo from the owner of 641 Elm Street, Kenneth Martiny, requesting a sewer credit for a pipe that burst in the converted laundry room of his house. The water was running down the outside of the house and into the ground. A Water Department employee did shut the water off to the house.

The total charge for the consumption portion of the bill is \$210.93 as the rest of the charge would be the normally monthly fixed charge. If the Committee approves this credit, a resolution will need to be forwarded to Council.

Should you have any questions, I can be reached at 715-623-3633, extension 102.

Kenneth R. Martiny
P. O. Box 602
Saucier, MS 39574
228-669-2062

May 7, 2019

City of Antigo
Water & Sewer Utilities
Attn: Jamie Smith
700 Edison St.
Antigo, WI 54409-1955

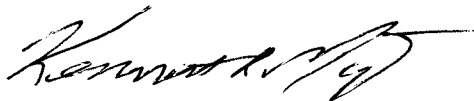
Regarding: Account No.: 003951-001
Property Address: 641 Elm Street, Antigo, WI 54409

Antigo City Water& Sewer Utilities:

This is an adjustment request letter regarding the sewer charges for the above mentioned property that occurred January 21, 2019 – February 28, 2019 (copy of bill is enclosed). On or about January 25, 2019, an outside wall pipe burst in the laundry room area (front porch converted to laundry room area). I was notified by the neighbor, (I live out of state and the house is unoccupied), that a pipe must have busted because the water was running down the outside of the outside wall of the house/porch and was freezing. In turn, the Antigo Water Department was consulted and authorized to turn the water off to the house. An employee of the Antigo Water Department disconnected the water to the house.

I am requesting an adjustment for the sewer portion of the bill (\$218.74), because the water ran outside of the home and saturated the ground, not into the sewer. You may contact me at the number listed above with any questions regarding this matter. I thank you in advance for your consideration in this matter.

Regards,



Kenneth R. Martiny

Attachment: 641 Elm St Sewer Credit Request (2798 : Sewer Credit Request for 641 Elm St)

METER ID 51959110		BILLING PERIOD	
Current Meter Reading	895	Current Read Date	02/28/2019
Previous Meter Reading	838	Previous Read Date	01/21/2019
Water Usage	57	Type Of Reading	Actual
Sewer Usage	57		
PREVIOUS BALANCE			\$54.80
PAYMENT RECEIVED			\$26.86
PAST DUE BALANCE			\$28.78
ADJUSTMENTS			\$0.84
ADDITIONAL BILLING			\$0.00
TOTAL CURRENT CHARGES			\$395.70
Water			\$165.82
Sewer			\$218.74
Public Fire			\$7.62
Storm Water			\$3.52
TOTAL AMOUNT DUE BY 03/22/2019			\$424.48
TOTAL AMOUNT DUE AFTER 03/22/2019			\$436.36

A 3% LATE PENALTY WILL BE ADDED TO CURRENT CHARGES IF PAYMENT IN FULL IS NOT RECEIVED BY DUE DATE

Letter of
Adjustment
to
bill for
Jan 2019



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 19, 2019
Re: Developer's Agreement between Watertight Development LLC, as Represented by Jon Wald for the completion of the Roadway Connections of Laurisa Lane & Thomas Street for Phase 3 of the Windy View Heights Subdivision

A DRAFT Version of the proposed Phase III Developer's Agreement for the Windy View Heights subdivision between the City of Antigo and Jon Wald is included in your agenda packets for consideration. This initial Draft was developed by Mike Winter's office with staff input and is primarily based on the 2004 Phase II Developer's Agreement.

The following is a summary of meetings that have recently taken place relative to the Phase III project:

- 11/28/18 Public Works Committee authorizes the roadway to be completed
 - Dependent on available funding for City share
- 11/28/18 FP&L authorized completion under terms of Phase II Agreement
 - Storm water control to be negotiated between parties
- 2/5/19 City Plan approved the Certified Survey Map

Once spring arrived, staff began the preliminary survey and design work allowing for the responsibilities and budgetary estimates to be developed. We also needed to wait until the 8th Avenue bridge letting and subsequent pre-construction meetings were completed in order to assure that enough funds were available to proceed with a Phase III Developer's Agreement. That timer has now arrived.

Attached you will find the following in your agenda packets:

- Draft Developer's Agreement for Phase III of Windy View Heights Subdivision
 - Exhibit A - Further identifies project responsibilities of Developer & City
 - Exhibit B - Initial Plans, Specifications, & Estimate
 - Exhibit C - Phase III Map
 - Exhibit D - Project Timeline
 - Exhibit E - Reference to any Deed Restrictions (none proposed)

Any updates/revisions will be shared with you as handouts at the night of the meeting. If you have any questions, please feel free to contact me accordingly.

**AGREEMENT FOR PHASE III SUBDIVISION IMPROVEMENTS
IN ACCORDANCE WITH THE SUBDIVISION
ORDINANCE OF ANTIGO, WISCONSIN
(Subdivision)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between Watertight Developments LLC, Antigo, Wisconsin hereinafter referred to as the “SUBDIVIDERS”, and the City of Antigo hereinafter referred to as the “MUNICIPALITY”, a municipal corporation located at Antigo, Wisconsin.

RECITALS

WHEREAS, the SUBDIVIDERS are the fee simple owner of the following real estate located within the MUNICIPALITY (hereinafter PROPERTY).

Phase III Windy View Heights Subdivision

WHEREAS, SUBDIVIDERS desire to develop the PROPERTY for the following purposes:

Single Family Residence (R1)

WHEREAS, SUBDIVIDERS have expressed a desire to develop said real estate in phases as outlined in the attached EXHIBIT C.

WHEREAS, the MUNICIPALITY seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including fragmented subdivision which leaves property undeveloped and unproductive.

WHEREAS, the applicable provisions of the Municipal Subdivision Ordinance requires that provisions be made for the installation of public sanitary sewer mains and sanitary sewer laterals, water mains and water service laterals, the grading of public and private lands, erosion and storm water runoff control and street improvements required to serve the SUBDIVIDERS’ Subdivision.

WHEREAS, the purpose of this AGREEMENT is to protect the MUNICIPALITY from the cost of completing subdivision improvements itself and is not executed for the benefit of material men, laborers, or others providing work, services or material to the subdivision or for the benefit of home buyers in the subdivision.

WHEREAS, the purpose of this AGREEMENT includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements.

WHEREAS, this AGREEMENT is made for the mutual benefit of the SUBDIVIDERS and the MUNICIPALITY in order that land division requirements will be fully complied with.

WHEREAS, the MUNICIPALITY will be injured in the event of the SUBDIVIDERS' failure to fully and completely perform the requirements of this AGREEMENT even if construction has not yet been commenced. Accordingly, the parties agree that the terms and provisions of the AGREEMENT may be enforced by the MUNICIPALITY even if construction has not begun.

WHEREAS, the mutual promises, covenants, and obligations contained in this AGREEMENT are authorized by state law and the MUNICIPALITY'S Subdivision Ordinance.

WHEREAS, SUBDIVIDERS agree to develop the PROPERTY in accordance with this AGREEMENT and any applicable regulations of any government entity with jurisdiction or any other applicable ordinances, including the MUNICIPAL MASTER PLAN and other rules and regulations of the MUNICIPALITY.

WHEREAS, the Final Plat or Certified Survey Map approval has been made contingent upon the execution of the AGREEMENT and submittal of all required documents as provided by this AGREEMENT.

WHEREAS, it is the intention of the parties, this AGREEMENT specifically approves the terms and conditions governing the development of Phase III of the Windy View Heights Subdivision, and

WHEREAS it is not the further intention of the parties for this AGREEMENT to serve as a general outline governing the development of all future Phases, with the understanding the development of future phases shall commence only after notification to and approval by the MUNICIPALITY in writing and be constructed and completed by SUBDIVIDERS after satisfaction of all applicable conditions of this AGREEMENT and any applicable municipal requirements in effect at the time any subsequent Phase is approved.

WHEREAS, SUBDIVIDERS commensurate with the recording of the plat of Windy View Heights Subdivision, among other things, further agree to record certain deed restrictions acceptable to the MUNICIPALITY restricting the sale of lots in all construction phases without prior approval of the MUNICIPALITY, a copy of said restrictions are attached as EXHIBIT E. MUNICIPALITY shall be considered a party having rights to enforce the provisions of said deed restrictions, and the restrictions shall so state.

WHEREAS, the SUBDIVIDERS now wish to proceed with the installation of public improvements to serve the Lots of Phase III, as indicated on the Phase Map., EXHIBIT C, attached hereto and incorporated herein by reference.

WHEREAS, the approval of Phase III is contingent upon the execution of the AGREEMENT, and submittal of all documents required by this AGREEMENT, and

WHEREAS, this AGREEMENT currently contains the following exhibits and any subsequent exhibits provided for under the AGREEMENT, all of which are incorporated herein as if fully set forth:

- EXHIBIT A “MUNICIPAL Public Works Director’s List of Work and Responsibilities.”
- EXHIBIT B “Public Improvement Plans/Specifications & Estimate”
- EXHIBIT C “Phase Map”
- EXHIBIT D “Construction Schedule”
- EXHIBIT E “Deed Restrictions:

NOW THEREFORE, in consideration of the granting of approval for the development of the PROPERTY, the SUBDIVIDERS agree to develop the PROPERTY complete with all improvements outlined herein, in accordance with terms and conditions of this AGREEMENT and any applicable regulations of any governmental entity with jurisdiction and the ordinances, rules and requirements imposed by the MUNICIPAL COUNCIL and regulations of the MUNICIPALITY.

ARTICLE I – GENERAL CONDITIONS

A. Improvements

The MUNICIPALITY shall construct and install those on-site and off-site subdivision improvements listed on EXHIBIT A and further detailed in EXHIBIT B attached hereto and incorporated herein by this reference (“the IMPROVEMENTS”). The MUNICIPALITY’S obligation to complete the IMPROVEMENTS will arise upon final plat approval by the MUNICIPALITY will be independent of any other obligations of the MUNICIPALITY contained herein.

The MUNICIPALITY further agree(s) that no work shall be scheduled for the above-mentioned IMPROVEMENTS without the DIRECTOR OF ADMINISTRATIVE SERVICES/designee approval of starting date and schedule which shall be submitted by the MUNICIPALITY a minimum of seven (7) calendar days before work is scheduled to begin. No building permits shall be issued until all necessary approvals have been made by the MUNICIPALITY. Said schedule shall be attached as EXHIBIT D and incorporated herein as if fully set forth. No building permits shall be issued until all necessary approvals have been made by the MUNICIPALITY and utilities to serve the individual site are in place and inspected and a drivable year-round roadway is in place.

B. Acceptance of Work

The MUNICIPALITY shall inspect the IMPROVEMENTS as they are completed and, if acceptable to the LAND SURVEYOR/PROJECT MANAGER, certify such IMPROVEMENTS as being in compliance with the standards and specifications of the MUNICIPALITY.

The SUBDIVIDERS agree that the dedication of rights-of-way IMPROVEMENTS and the required public IMPROVEMENTS will not be accepted by the MUNICIPALITY until they have been inspected and approved by the LAND SURVEYOR/PROJECT MANAGER and furthermore until all outstanding MUNICIPALITY-incurred costs, including engineering and inspection charges indicated herein, have been paid in full. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by a certified agency testing at the Madison Board of Health.

The SUBDIVIDERS agree to dedicate to MUNICIPALITY all required public improvements upon completion of all public improvements for PHASE III of development.

C. Time of Completion

All work specified herein will be completed in accordance with the following schedule which refers to EXHIBIT C for the descriptions of the Phases:

1. PHASE III to be completed by June 30, 2020

Furthermore, all work shall be completed in accordance with the approved construction schedule as submitted and approved by the DIRECTOR OF ADMINISTRATIVE SERVICES/designee.

D. Compliance With Law

The SUBDIVIDERS shall comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat or Certified Survey Map approval when fulfilling his obligations under this AGREEMENT. When necessary to protect public health, the SUBDIVIDERS shall be subject to laws, ordinances and regulations that become effective after final plat approval or acceptance of the Certified Survey Map.

E. Specifications for IMPROVEMENTS

The SUBDIVIDERS shall be required to fully comply with any and all provisions of the MUNICIPAL Subdivision Ordinance whether or not specifically addressed in this AGREEMENT including but not limited to:

1. Grading, Erosion Control and Barricades:

a. The SUBDIVIDERS shall furnish, install, and maintain during construction and until the IMPROVEMENTS are accepted by the MUNICIPALITY, all barricades and signs as specified by the LAND SURVEYOR/PROJECT MANAGER at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform with the Manual of Uniform Traffic Control Devices.

b. The SUBDIVIDERS shall obtain the approval of the LAND SURVEYOR/PROJECT MANAGER for erosion and runoff control measures as required by the MUNICIPAL Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each construction phase. The SUBDIVIDERS shall adhere to conditions of the approval and grants the right-of-entry on the subdivision to designated personnel of the MUNICIPALITY to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the "Wisconsin Construction Site Best Management Practice Handbook".

2. Sanitary Sewer Mains and Laterals:

The SUBDIVIDER shall install sanitary sewer mains and laterals to the property line to serve all lots within the subdivision during each phase. No installation of underground utilities shall commence until plans and specifications have been approved by the DIRECTOR OF PUBLIC WORKS and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this AGREEMENT. When required by the DIRECTOR OF PUBLIC WORKS, the sanitary sewer shall be provided in locations, sizes, and depths necessary to serve future subdivisions and phases.

3. Water Mains and Service Pipes:

a. The SUBDIVIDER shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to the property line to serve all lots within the subdivision during each phase and as required by the plans, specifications, and requirements of the Water Utility and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this AGREEMENT. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All other water service laterals three (3) inches and larger shall be completed with a controlling valve and road box. All materials used shall conform to the MUNICIPAL Standard Specifications for Watermain Construction.

4. Streets, Storm Sewers and Sidewalks:

The MUNICIPALITY shall coordinate the installation of Curb and Gutter, Storm Sewer Inlets and Leads, and Pavement on all streets within the subdivision, to the established standards and/or specifications of the MUNICIPALITY. Sidewalks shall be installed when required by the MUNICIPALITY'S sidewalk policy.

5. Storm Water Management Structures:

The MUNICIPALITY shall coordinate the installation of all storm water management facilities including related storm sewers required by MUNICIPALITY Ordinance and the plans and specifications approved by the CITY'S PUBLIC WORKS COMMITTEE.

6. Where standards and/or specifications have not been established by the MUNICIPALITY, all work shall be made in accordance with established engineering practices as designated and approved by the CITY'S PUBLIC WORKS COMMITTEE.

7. Other IMPROVEMENTS Required:

a. The SUBDIVIDERS shall landscape all right-of-way and public land with topsoil, seed and mulch.

b. The SUBDIVIDERS shall construct and maintain an on-site storm sewer retention site as approved by the CITY'S PUBLIC WORKS COMMITTEE.

F. Subdivider to Reimburse the MUNICIPALITY for Costs Sustained

1. The SUBDIVIDERS shall reimburse the MUNICIPALITY for its actual cost of design, inspection, testing, and construction for the required public IMPROVEMENTS. The MUNICIPALITY'S costs shall be determined as follows: (See Exhibit A)

G. Security for Reimbursement

1. The SUBDIVIDERS agree to furnish the MUNICIPALITY, on or before the effective date of this AGREEMENT with security in the form of a Mortgage of all of the subdivisions real estate which is part of the development. This Mortgage shall secure payment of all reimbursement required to be paid by SUBDIVIDERS of _____ (\$_____) to secure performance of this AGREEMENT in accordance with the MUNICIPALITY'S Land Division Ordinance.

ARTICLE II – SUPPLEMENTAL GENERAL CONDITIONS

A. No Vested Rights Granted

Except as provided by law, or as expressly provided in this AGREEMENT, no vested right in connection with this project shall inure to the SUBDIVIDERS. Nor does the MUNICIPALITY warrant by this AGREEMENT that the SUBDIVIDERS are entitled to any other approvals required.

B. No Waiver

No waiver of any provision of this AGREEMENT shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this AGREEMENT be deemed a waiver of any subsequent default or defaults of the same type. The MUNICIPALITY'S failure to exercise any right under this AGREEMENT shall not constitute the approval of any wrongful act by the SUBDIVIDERS or the acceptance of any IMPROVEMENTS.

C. Amendment/Modification

This AGREEMENT may be amended or modified only by a written amendment approved and executed by the MUNICIPALITY and the SUBDIVIDERS.

D. Future Construction Phases

Future construction phases of this plat shall proceed only after execution of a separate AGREEMENT or a written amendment regarding construction of each phase and the approval of additional security of other documents as required.

E. Default

A default is defined herein as the SUBDIVIDERS' breach of, or failure to comply with, the terms of this AGREEMENT. The MUNICIPALITY reserves to itself the right to foreclose on the Mortgage or other surety provided hereunder in addition to pursuing any other available remedies. The parties agree that remedies shall include, but not be limited to, stopping all construction in the approved final plat or Certified Survey Map and prohibiting the transfer or sale of lots or not issuing building permits.

F. Entire AGREEMENT

This written AGREEMENT, and written amendments, and any referenced attachments thereto, shall constitute the entire AGREEMENT between the SUBDIVIDERS and the MUNICIPALITY.

G. Severability

If any part, term, or provision of this AGREEMENT is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this AGREEMENT.

H. Benefits

The benefits of this AGREEMENT to the SUBDIVIDERS are personal and shall not be assigned without the express written approval of the MUNICIPALITY. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this AGREEMENT are personal obligations of the SUBDIVIDERS and also shall be binding on the heirs, successors, and assigns of the SUBDIVIDERS. There is no prohibition on the right of the MUNICIPALITY to assign its rights under this AGREEMENT. The MUNICIPALITY shall release the original SUBDIVIDERS' letter of credit if it accepts new security from any subdivider or lender who obtains the property. However, no act of the MUNICIPALITY shall constitute a release of the original SUBDIVIDERS from their liability under this AGREEMENT.

I. Immunity

Nothing contained in this AGREEMENT constitutes a waiver of the MUNICIPALITY'S sovereign immunity under applicable law.

J. Notice

Any notice required or permitted by this AGREEMENT shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to SUBDIVIDERS:

Watertight Developments LLC
N4988 Highway H
Antigo, WI 54409

if to MUNICIPALITY:

Antigo City Hall
700 Edison Street
Antigo, WI 54409
 Attn: MUNICIPAL Clerk

K. Recordation

The MUNICIPALITY may record a copy of this AGREEMENT or Affidavit indicating the existence of this AGREEMENT in the Register of Deeds Office. All cost of recording shall be paid by the SUBDIVIDERS.

L. Personal Jurisdiction and Venue

Personal jurisdiction and venue for any civil action commenced by either party to this AGREEMENT whether arising out of or relating to the AGREEMENT or security shall be deemed to be proper only if such action is commenced in Circuit Court for Langlade County. The SUBDIVIDERS expressly waive their right to bring such action in or to remove such action to any other court whether state or federal.

M. Effective Date

This AGREEMENT shall be effective as of the date and year first written above.

CITY OF ANTIGO
LANGLADE COUNTY, WISCONSIN

By: _____
Mayor

Attest: _____
Clerk-Treasurer/Finance Director

STATE OF WISCONSIN)
)SS.
COUNTY OF LANGLADE)

Personally came before this ____ day of _____, 2019, the above-named _____, Mayor, and _____, Clerk-Treasurer/Finance Director of the MUNICIPALITY, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the MUNICIPALITY'S authority.

Notary Public, State of Wisconsin, Langlade County
My commission is/expires:_____.

SUBDIVIDERS

By: _____
 Watertight Developments LLC (Mr. Jonathan Wald)

STATE OF WISCONSIN)
)SS.
 COUNTY OF LANGLADE)

Personally came before me this _____ day of _____, 2019, the above-named
Jonathan Wald to me known to be the person who executed the foregoing instrument and
 acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission is/expires: _____

Approved as to Form:

 MUNICIPAL ATTORNEY

This instrument drafted by:

Attorney Michael B. Winter
 Winter, Winter & Behrens
 835 Fifth Avenue
 Antigo, WI 54409
 (715) 623-2905

EXHIBIT A

PHASE III WINDY VIEW HEIGHTS SUBDIVISION

LIST OF WORK & RESPONSIBILITIES

4 Lots (1.6 acres total)

- **DEVELOPER List of Work & Responsibilities**
 - Engineering & Surveying
 - All Required Signing
 - Including those by MUTCD Standards
 - All Required Erosion Control Mechanisms
 - Including those by WI Construction BMP Handbook
 - Installation of Water & Sanitary Sewer Mains & Laterals
 - Previously completed in Phase II
 - \$10,000 Deferred Assessment owed to the City upon commencement of work
 - Identification + Construction of a Storm Sewer Detention Area
 - Maintenance by the Developer (mowing/clean-out as needed)
 - Installation of Electric Service
 - Installation of Gas Mains
 - Installation of Telephone & Cable
 - Installation of Street Lights
 - Location(s) as determined by the City
 - Installation of Concrete Curb & Gutter
 - Landscaping of all areas within R.O.W.
 - Includes all Topsoil, Fertilizer, Seed & Mulch (Sod is Acceptable)
 - Developer/Lot Owners Responsible for Maintenance of Private Utilities and for Municipal Utility Service/Lateral Lines
- **MUNICIPALITY List of Work & Responsibilities**
 - Preparation of Road Bed
 - Installation of Gravel
 - Installation of Storm Sewer System
 - Includes Outlet to Detention Area
 - Asphalt Paving of Street
 - Relocate Existing Hydrant & Water Service Valve(s) as needed
 - Maintenance of Approved Street, Mainline Municipal Utilities, Storm Sewer and Street Lights

EXHIBIT B

PHASE III WINDY VIEW HEIGHTS SUBDIVISION

PUBLIC IMPROVEMENT PLANS, SPECIFICATIONS & ESTIMATE

- **DEVELOPER'S RESPONSIBILITY ESTIMATE**

○ Engineering & Survey	To be completed/invoiced by City
○ Erosion Control Measures	To be completed by Developer
○ Storm Sewer Detention Site	To be completed by Developer
○ Traffic Control + Signing	To be completed/invoiced by City
○ Curb & Gutter	To be completed/invoiced by City
○ Landscaping	To be completed by Developer
○ Street Light(s)	To be completed/invoiced by City
○ Deferred Assessment (water main)	\$10,000 to be paid by Developer

- **MUNICIPALITY'S RESPONSIBILITY ESTIMATE**

○ Sand Sub-base	\$10,000
○ Dense Graded Aggregate	\$ 8,000
○ Storm Sewer + Outlet to Detention	\$16,000
○ Asphalt Paving (3")	\$30,000
○ Contingency	<u>\$ 6,000</u>

Municipality's Projected Total = \$70,000

EXHIBIT C

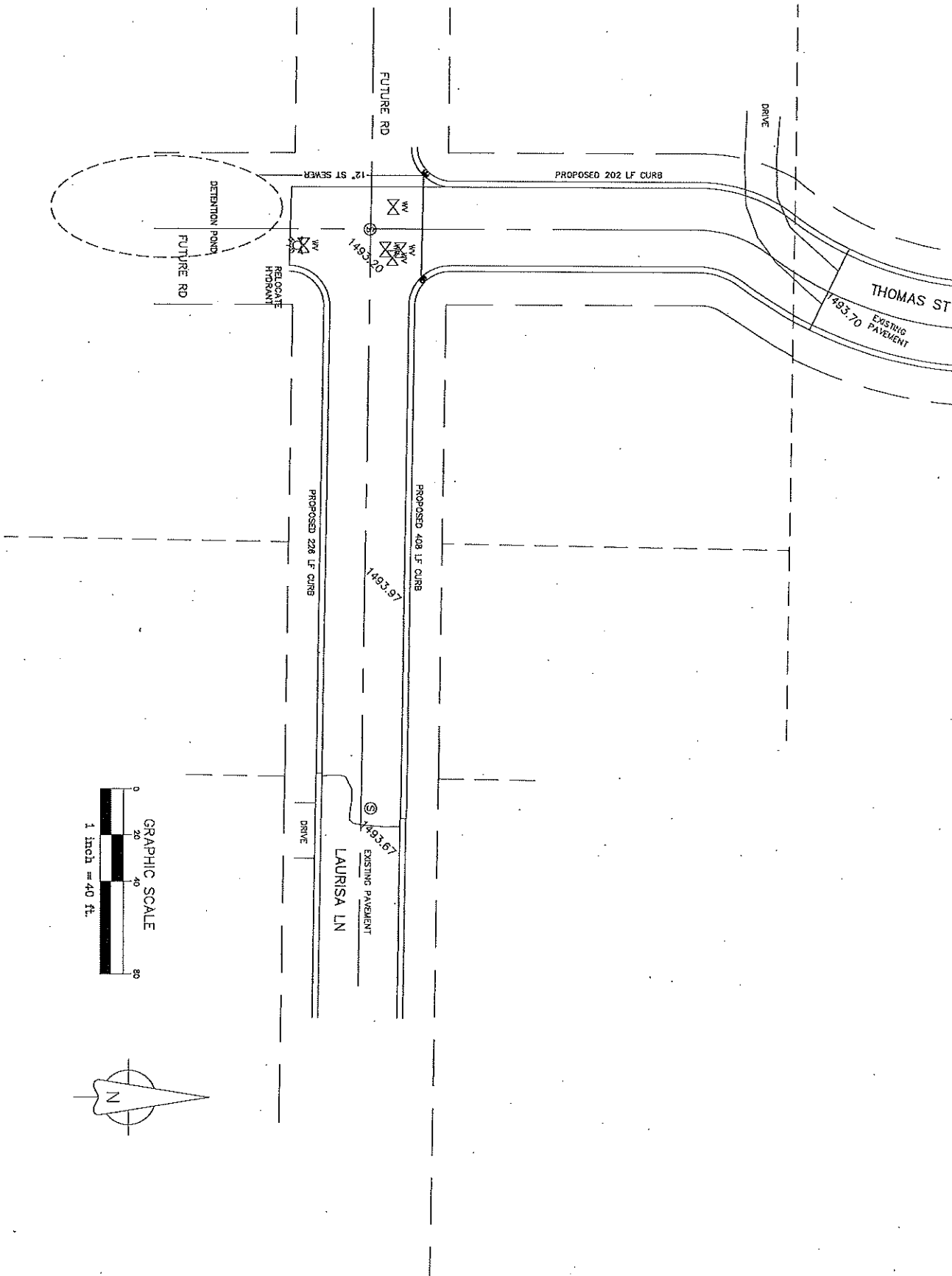
PHASE III WINDY VIEW HEIGHTS SUBDIVISION

PHASE MAP

EXHIBIT D**PHASE III WINDY VIEW HEIGHTS SUBDIVISION****CONSTRUCTION SCHEDULE**

<u>PROJECTED DATE</u>	<u>DESCRIPTION</u>
Ongoing	Engineering/Surveying
April, 2019	Closing on Phase III Property
September 1, 2019	Preparation of Subgrade
September 15, 2019	Installation of Storm Sewer + Detention Pond Installation of Gas, Telephone, Electric & Cable TV Installation of Street Light(s)
October 1, 2019	Installation of Gravel Base
November 1 st , 2019	Suspend Construction for Winter Season
June 1 st , 2020	Installation of Curb & Gutter
June 15 th , 2020	Asphalt Paving

EXHIBIT E
PHASE III WINDY VIEW HEIGHTS SUBDIVISION
DEED RESTRICTIONS





To: Mayor and City Council
From: Alisha Resch,
Date: June 19, 2019
Re: Request for Personal Leave of Absence beyond 14 Calendar Days from employee due to Medical Reasons

On June 4th we received a request for a personal leave of absence. The City's Employee Manual requires that the Director of Administrative Services shall defer action for an employee anticipating being out more than 14 calendar days to this committee. This individual works as a Police Clerical/Resource Assistant and is seeking an unpaid leave of absence for a medical reason. Chief Roller is aware of this absence and plans to have coverage for filling the open shifts as needed.

It is the Director of Administrative Services recommendation that the FP&L Committee authorize the requested Leave of Absence beyond the 14 calendar day limit and that the employee would no longer continue to accrue vacation and other benefits if the absence lasts beyond 30 calendar days.

If you have any questions, please feel free to contact me at 715-623-3633 x:108.



To: Mayor and City Council
From: Julie Zack, Administration & Clerical Assistant
Date: June 19, 2019
Re: Approval for Clerk-Treasurer/Finance Director to Waive Special Event Permit Fee

Holly Luerssen, 4-H Program Coordinator, has requested a waiver of the special event permit fee for the "Tuesday In the Park" event being held on June 18th, June 25th, July 2nd, and July 16th. There is no fee being charged to participants ages 5 to 10 years and it will give youth an opportunity to engage in a fun while participating in this afternoon activity.

The paperwork was not submitted 60 days prior to this first time event, as required by Council but Ms. Luerssen would appreciate the consideration for the request.

Waiver Request Application Form

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 waiver(s):

Holly Luerssen - Y-H Program Coordinator

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
- ☐ Insurance documentation must be on file with the City of Antigo prior to the event date
 - ☐ The City of Antigo must be listed as additional insured
 - ☐ \$1,000,000 general liability coverage is required
 - ☐ 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:

Tuesdays in the Park

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

Outreach Program for youth aged 5-10 years. Open to all youth in community.

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

The program is providing youth an opportunity to have a fun engaging afternoon while participating in hands on activities including snacks, crafts, games & more.

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) :

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

Holly Luerssen

Date: 5-15-19

For Office Use Only:

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



RESERVED

Park Shelter: ☐ Hudson Street ☐ Lake Park Shelter ☐ Lake Park Concession ☐ Saratoga ☒ City Park West ☒ City Park East
☐ Peaceful Valley Warming House ☐ Peaceful Valley Festival Grounds ☐ Heimen Peaceful Valley Pavilion ☐ Little League Concession

Day and Date of Rental (Day, 00/00/0000): June 18th 2019
July 2nd 2019

*** Point of Contact or Responsible Adult:** Holly Luerssen 4-H Program Coordinator
Must be present at the event and on the premises for the reservation date

Event Start Time: 1pm (setup @ Noon) **Event End Time:** 2:30pm

Name/Type of Event: Tuesday in the Park **Number of Participants:** 25?

PLEASE NOTE: There will be a minimum fee of \$100.00 for non-emergency calls to dispatch. Please be sure you have reviewed our park shelter information before your reservation date, and contact the caretaker at the number listed below for any issues that are non-emergency.

Special Activities or Needs (please note we cannot guarantee additional picnic tables or their placement within the park):

Just the typical tables & option for water if needed.

If any of the following apply you are responsible for taking the appropriate action.

Selling or Serving Beer: Yes ☒ No
 Obtain a special temporary Class B license, at the City Clerk's Office, if you would like to sell or serve fermented malt beverages at a public event.

Tent with Stakes: Yes ☒ No
 Ensure Diggers Hotline has been contacted prior to staking. Private lines within the park will have to be located by an electrician. You are responsible for any damage to underground utilities.

Amplification: Yes ☒ No
 Excessive volume may be disruptive to nearby neighbors. Please limit volume to a reasonable level.

Outside Vendors (i.e. Bouncy Houses, Food...etc): Yes ☒ No
 Please consult city staff for guidelines if you are hiring outside vendors.

Inviting the Public: ☒ Yes ☐ No
 You are required to complete and file an event permit. A certificate of insurance must be on file prior to your event, with the City of Antigo listed as an additional insured, and \$1,000,000.00 general liability. If you wish to have the City of Antigo waive the insurance requirement you must complete a waiver request form, meet all necessary requirements, and submit the request to Antigo Common Council.

Shelter Rental Fee:	\$40.00 Resident / \$60.00 Non-Resident
Warming House/Lake Park Concession Rental Fee:	\$50.00 Resident / \$75.00 Non-Resident
Ball Field Rental Fee:	\$6.00 Resident / Non-Resident
Lake Park Ball Field Rental Fee:	\$7.00 Resident / Non-Resident
Peaceful Valley Festival Grounds :	\$75.00 Resident / \$100.00 Non-Resident
Heinzen Peaceful Valley Pavilion:	\$75.00 Resident / \$100.00 Non-Resident

Address: 837 Clermont St. CONTACT INFORMATION

City: Antigo State: WI Zip: 54409

Home Phone Number: _____ Cell Phone Number: 715-627-6236

E-mail Address: holly.luerssen@wisc.edu

REFUND POLICY:

You may cancel your reservation 2 weeks prior to the reservation date. There will be a 25% administrative processing fee applied to qualifying reservations. You may move your reservation date to a different day within the same calendar year with no penalty.

Whereas, the City of Antigo desires to be absolved from all responsibility for and all risk of damage or injury that may be sustained by anyone using said facilities; Now, Therefore, in consideration of the use of said facilities, the undersigned hereby releases the City of Antigo, its agents and employees, provide defense in an event of a claim and agrees to hold them harmless from any and all claims, demands, causes of action, present or future, whether known, anticipated or unanticipated, and resulting from and arising out of or incidental to the use of said facilities by the undersigned or its invitees in connection with its utilization of said facilities in any manner whatsoever.

We have read and understand the foregoing Release and Hold Harmless Agreement. We have read and understand the park policies and regulations. We accept the responsibility to maintain the facility in its proper condition and are responsible to reimburse the City of Antigo for damages done to the facility.

PLEASE NOTE:

There will be a minimum fee of \$100.00 for non-emergency calls to dispatch. Please be sure you have reviewed our park shelter information before your reservation date, and contact the caretaker at the number listed for any issues that are non-emergency.

Signature: Holly Luerssen Date: 5-15-19

Applicant must be 18 years of age or older

City of Antigo Concession Stand Agreement

Only complete if you are reserving Lake Park Concession or Peaceful Valley Warming House

Stipulations and agreements of this contract are as follows.

Please initial in each blank and comply with the following when utilizing our concession stands:

- ☐ Concession building, score booth and immediate surrounding area is clean and free of waste, garbage, debris, boxes, etc. at all times.
- ☐ If repairs are required you will be responsible for the total cost of repairs.
- ☐ The concession stand building will be emptied of merchandise immediately following the scheduled event.
- ☐ The City of Antigo is not responsible for the loss or destruction of personal items in the concession building.
- ☐ The building will be available to the requesting organization the day of the event.

Key or Lock Code Distribution Policies for Short Term Sign-Out (please initial next to each blank):

- ☐ All keys must be checked-out at the Park, Cemetery and Recreation office during normal business hours.
- ☐ No key or lock code will be issued to anyone under the age of 18.
- ☐ If a key is lost or stolen or a lock code compromised, the responsible individual must notify the Park, Recreation and Cemetery office as soon as possible and no later than 3 business days.
- ☐ If the lock needs to be rekeyed, the responsible individual is assessed the costs of rekeying the lock and all associated costs.
- ☐ Qualifying lock codes or keys, for use of a facility, will be available the day prior to an event Monday through Saturday. If there is a Sunday event the key or lock code will be available Friday. However, you may not access the facility until the day of your reservation.
- ☐ All keys must be returned the day after the event, or the Monday following a weekend event. Other return requests will be at the discretion of the Park, Cemetery and Recreation Supervisor and/or designee.
- ☐ Only the City of Antigo is authorized to duplicate keys.

Please sign and return completed form with payment to:

City Hall • Park and Recreation Department
700 Edison Street • Antigo, WI 54409 • 715.623.3633 extension-154/131
www.antigo-city.org • Fax: 715.627.7099

Administrative Use Only

Facility Name: _____ Key # _____ Date Key Checked-Out: ____/____/____

Facility Name: _____ Key # _____ Date Key Checked-Out: ____/____/____



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: June 19, 2019
Re: Renew Associated Appraisal Consultants, Inc. Assessing Contract for an Additional Four-Year Term

The City has contracted with Associated Appraisal Consultants, Inc. for the past five years for assessing services. The first year was the re-evaluation of property within the City and the following four years were maintenance services. The contract is expiring as of December 31, 2019. The current contract fee is \$25,000 per year. The new contract price for a four-year agreement is \$27,000 per year.

We have had good service with our assessor and they also use Market Drive which is where our assessing data is stored. It is my recommendation to continue with Associated Appraisal Consultants, Inc. for the assessing years of 2020 - 2023 at the \$27,000 per year. Should this be approved, a resolution with the contract will need to be forwarded to Council for approval.

Should you have any questions, please feel free to contact me at 715-623-3633, extension 102.