CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM	Wednesday, September 20, 2023
CITY HALL, 700 EDISON STREET	6:00 PM

Call to Order

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

1. Minutes from the August 16, 2023 Meeting
2. Correct Ordinance Amending Section 38-408 (c), of the Municipal Code, as Ordinance No. 1349B approved on August 9, 2023 Incorrectly Listed the Title as Garbage and Trash Receptacles and Should be "Junked Vehicles and Appliances on Private Property."
3. Complaints Received on Eckart Street Property as Referred by Alderperson Glenn Bugni
4. Approve Selling a Vacant Lot Located at 711 Watson Street with a Minimum Bid of $6,000 and a Plan of Intended Use
5. Write off Block Grant Loans for 402 Eighth Avenue, 1616 North Superior Street, 314 Eighth Avenue and two for 202 Lincoln Street for a total amount of $32,231.91
6. Approve Credit Card for Park Lead Person with a Limit of $5,000
7. Associated Appraisal Contract Renewal for Appraisal Services and to Conduct an Interim Market Update
8. Accept TEMS Program Donations from C.A.R. & CoVantage Cares in the amounts of $8,608.80 and $1,250.00 respectively for purchase of body armor plates and TEMS gear.
9. Agreement with the Langlade County Economic Development Corporation for the Administration of the Community Development Block Grant Public Facilities Grant in the Amount of $15,000
10. Budget Transfer for Labor Attorney Services Due to Contract Negotiations and Personnel Issues
11. Presentations by Organizations Representing Downtown

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 Cheryl Barta, 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: September 14,2023 TERENCE BRAND

ORDINANCE NO. :_____________

An Ordinance Amending Section 38-408 (c) of the Municipal Code of the City of Antigo regarding junked vehicles and appliances on private property.

The Common Council of the City of Antigo does ordain as follows:

Section l. Section 38-408 (c) is amended to read as follows:

Sec. 38-408. Junked vehicles and appliances on private property.

(c) *Exceptions*. This section shall not apply to any motor vehicle or motor vehicle accessories stored within an enclosed building, or on the premises of a business enterprise operated in a lawful place and manner in a properly zoned area when necessary to the operation of such business enterprise, in a storage place or depository maintained in a lawful place and manner; or seasonal vehicles such as snowmobiles, motorcycles, motor scooters, all-terrain vehicles and nonmotorized campers, provided such vehicles are stored in compliance with ordinances. Also excepted are motor vehicles registered pursuant to Wis. Stats. §§ 341.265 and 341.266. In other situations, the common council may issue temporary permits permitting an extension of not to exceed an additional 30 days' time to comply with this section where exceptional facts and circumstances warrant such extension.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: ____________________________________, 2023.

APPROVED: ___________________________________, 2023.

____
Terence V. Brand, Mayor

ATTEST:

____
Kaye Matucheski, City Clerk

"Antigo Area on the go"

To: Mayor and City Council

From: Beth McCarthy, Building Inspector/Zoning Administrator

Date: September 20, 2023

Re: Approve Selling a Vacant Lot Located at 711 Watson Street with a Minimum Bid of $6,000 and a Plan of Intended Use

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Through the tax lien process, the City recently acquired the vacant lot located at 711 Watson Street (Parcel 201-0337). This property is zoned R-3 Residential and remains a buildable lot with an assessed value of $7,100 and a fair market value of $8,065. City Plan approved selling this parcel and suggested a minimum bid of $6,000.

The City will request bids on this property as is and to have those bids be returned before December 5, 2023. As part of the bid, the City will only accept bids for the entire parcel and the bidders must state the intended use. The Committee will choose the bid that is most advantageous to the City.

To: Mayor and City Council

From: Kaye Matucheski, Clerk-Treasurer/Finance Director

Date: September 20, 2023

Re: Write off Block Grant Loans for 402 Eighth Avenue, 1616 North Superior Street, 314 Eighth Avenue and two for 202 Lincoln Street for a total amount of $32,231.91

The City of Antigo has a Block Grant program that offers loans to low income households for repairs to the house or purchasing the home. No monthly payment is made unless the house is a rental. For owner-occupied houses, the loan is not paid back until the house changes ownership (sale, transfer to another name, foreclosure, etc.).

In some cases, the City does not receive payment on the loan or not the full balance especially in the case of a foreclosure. In these cases, the City must write off the Block Grant loan balance as there is not enough equity in the house.

Our Block Grant Coordinator, Kari from MSA Professional Services, has reviewed all of the outstanding loans and in her opinion, to which I agree, the following loans should be written off as the City will not be able to collect them.

Eldred Ambuehl (deceased)	402 Eighth Ave	$ 5,257.54
Nancy Ayala	1616 N Superior St	$14,995.00
Heather Delarme-Baker	314 Eighth Ave	$ 1,881.54
Bruce & Dianne Hoffman	202 Lincoln St	$ 3,535.83
Bruce & Dianne Hoffman	202 Lincoln St	$ 6,562.00
TOTAL		$32,231.91

If these are approved a resolution will need to be forwarded to Council before they can be written off.

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

"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk-Treasurer/Finance Director

Date: September 20, 2023

Re: Approve Credit Card for Park Lead Person with a Limit of $5,000

The City currently has credit cards issued to department managers and in some cases, the second in command in the department. The Parks, Recreation and Cemetery Department only has one credit card, which the department manager has. They are requesting an additional credit card for the PRC Lead Person as he is the one in the field making purchases for different items. Right now he has to get the department manager's credit card if there is enough limit or someone else's if not.

The Department is asking for approval to allow a credit card with a limit of $5,000 for the PRC Lead Person (Kiel Korzinek). The requirements for turning in receipts will be the same as other credit card holders.

Should you have any questions, please let me know. Otherwise if approved a resolution will need to be forwarded to Council.

Antigo
"Antigo Area on the go"

To:	Mayor and City Council
From:	Kaye Matucheski, Clerk-Treasurer/Finance Director
Date:	September 20, 2023
Re:	Associated Appraisal Contract Renewal for Appraisal Services and to Conduct an Interim Market Update

Associated Appraisal has been the City's contractor for assessing services since 2015. The five-year agreement with them is renewing for the 2024 assessment year. In addition to the regular services, the City needs to have an Interim Market Update (IMU) completed to bring the City assessment values back in line with the State of Wisconsin. If the City does not do this, the State will step in and assess the City.

A copy of the renewal agreement is attached for your reference. The cost is increasing by $10,000 per year (from $27,000 to $37,000). This includes the IMU that will be done in 2024. There are only two assessing companies in Wisconsin and Associated Appraisal has the market drive software that the City uses. Therefore, we have really no options but to renew this contract.

My recommendation is to renew the contract and the additional cost will be included in the 2024 budget.

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

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the

City of Antigo

Langlade County

By

ASSOCIATED APPRAISAL CONSULTANTS

Appleton Office
W6237 Neubert Rd. | P.O. Box 291
Greenville, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
Hurley, WI 54534

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **City of Antigo, Langlade County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.,** with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Additional scope of services performed by the Assessor are further described in Appendix A that is attached hereto and incorporated herein by reference.

A. **INSPECTIONS**. The following inspection cycle is to be completed by the Assessor annually:

1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.

2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.

3) Improved properties under construction over the term of the contract years shall be re-inspected.

4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.

5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.

6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

B. **PARCEL IDENTIFICATION**. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

C. **PREPARATION OF RECORDS**. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all property.

1) **Sales Comparison Approach**. Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.

2) **Cost Approach**. The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

3) **Income Approach**. Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

E. **ASSESSMENT NOTICES**. A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK**. Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide necessary staff to handle projected attendance.

G. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the Wisconsin Property Assessment Manual. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under §70.09 (3) (c), Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue.

H. **BOARD OF REVIEW**. Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORD REQUESTS**. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABLITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend City meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS**. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS**. Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, personal property forms, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE**. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the

Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per §62.09 (1)(c), and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46(1), Wis. Stats., for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and circuit court claims, unless otherwise specified in this Contract.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL**. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

1) All personnel providing services shall be currently certified in compliance with §70.05 and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.

2) Assessor's field representatives shall carry photo identification cards.

3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.

4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. **INSURANCE**. The Assessor agrees as follows:

1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) <u>Workers Compensation</u> State of Wisconsin requirements

(b) <u>General Liability</u>

General Aggregate	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Each Occurrence	$ 1,000,000
Personal & Advertising	$ 1,000,000
Fire Damage	$ 100,000
Medical Expense	$ 10,000

(c) <u>Comprehensive Auto Liability</u>

Combined Single Limit	$ 1,000,000

2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage

shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.

3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. **OWNERSHIP OF RECORD**. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2024, 2025, 2026, 2027, and 2028** assessment year(s). The assessor shall have completed all work under this Contract on or before July 1 of each year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for work completed as of the date of termination on a percentage basis in light of all work to be performed during the year of termination.

C. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

D. **AUTOMATIC RENEWAL**. This Contract will automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

A. The Municipality shall pay the Assessor **Thirty-Seven Thousand Dollars ($37,000.00)** for each of the 2024, 2025, 2026, 2027, and 2028 assessment year(s) for maintenance assessment services.

B. The compensation due to the Assessor shall be paid in monthly or quarterly installments throughout the 2024, 2025, 2026, 2027, and 2028 assessment year(s).

C. Renewal Adjustments: An increase of not more than five percent (5.0%) may be applied on an annual basis for each year of automatic renewal after 2028.

D. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

E. **Optional Website Posting**: The Municipality shall have the option to post assessment data on our website for no additional cost.
*** **Please initial yes or no to post data to the website.** ***
Yes ___ No ___

V. SIGNATURES

08/10/2023

Mark Brown
President
Associated Appraisal Consultants, Inc.

Date

Authorized Signature
City of Antigo

Date

APPENDIX A
ADDITIONAL SCOPE OF SERVICES

This Appendix A is attached to and incorporated into the Contract for Maintenance Assessment Services made by and between the **City of Antigo, Langlade County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.,** with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the promises and agreements hereinafter set forth, and in consideration of the execution of those promises, both parties agree to the following:

INTERIM MARKET UPDATE REVALUATION

I. **SCOPE OF SERVICES.** Assessor shall perform an interim market update revaluation for the **2024** assessment year of all taxable real estate during this additional scope of services agreement. All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with "Maintenance" related reasons to visit would be inspected onsite.

II. **DURATION.** Assessor shall complete all work on or before October 30th of the year in which the interim market revaluation service is conducted. If unforeseen circumstances delay the completion of work, an extension will be granted upon mutual agreement.

III. **COMPENSATION**
This additional scope of services agreement runs simultaneously with the 2024-2028 Contract for Maintenance Assessment Services. The Municipality shall pay the Assessor an additional **Thirty-Two Thousand Five Hundred Dollars ($32,500.00)** for the interim market update revaluation. The Municipality shall have the option to pay the Assessor **Forty-Three Thousand Five Hundred Dollars ($43,500.00)** for each of the 2024, 2025, 2026, 2027, and 2028 assessment year(s) for the combined maintenance and revaluation services through December 31, 2028.

   A. The compensation due to the Assessor shall be paid in monthly or quarterly installments throughout the 2024, 2025, 2026, 2027, and 2028 assessment year(s).

SIGNATURES

Mark Brown ________________________ 08/10/2023
Mark Brown — Date
President
Associated Appraisal Consultants, Inc.

________________________ ________________________
Authorized Signature — Date
City of Antigo

"Antigo Area on the go"

To: Mayor and City Council

From: Corey Smith, Fire Chief

Date: September 20, 2023

Re: Accept TEMS Program Donations from C.A.R. & CoVantage Cares in the amounts of $8,608.80 and $1,250.00 respectively for purchase of body armor plates and TEMS gear.

The City of Antigo Fire Department is a part of the Langlade County Special Response Team (SRT) along with the City of Antigo Police Department and the Langlade County Sheriff's Department. Each member organization of the team is in need of replacing outdated body armor plates.

While soliciting grants and donations for this purpose, Linda Vollmar was able to procure enough funds to cover the costs of the plates for members of the entire team, with some additional funds left over.

I am asking for a motion to accept the donations from C.A.R. in the amount of $8,608.80 and CoVantage Cares in the amount of $1,250.00 for purchase of body armor plates from Advantage Police Supply. Any excess funds are to be used to purchase TEMS supplies and gear as the team determines.

Thank you for your consideration in this matter.

“Antigo Area on the go”

To: Mayor and City Council

From: Kaye Matucheski, Clerk-Treasurer/Finance Director

Date: September 20, 2023

Re: Agreement with the Langlade County Economic Development Corporation for the Administration of the Community Development Block Grant Public Facilities Grant in the Amount of $15,000

The City was recently awarded another Community Development Block Grant Public Facilities (CDBG PF) grant of $1,000,000 for the Edison Street project. There are many requirements for this type of grant such as tracking wages paid, quarterly paperwork, draws for the funds, etc. In the past, the City has hired the Langlade County Economic Development Corporation (LCEDC) to administer grants as staff does not have the time to make sure all requirements are met.

LCEDC provided a quote of $15,000 for administering this latest grant, which is the same fee as the last grant that was done. The fee can be used as matching funds for the grant. It is my recommendation the City hire LCEDC to administer this grant with the funds being derived from the project funds. A copy of the contract is included with this memo.

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

PURCHASE OF SERVICE AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES BETWEEN LANGLADE COUNTY ECONOMIC DEVELOPMENT CORPORATION AND CITY OF ANTIGO

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION 2023 AGREEMENT CDBG-PF 23-01

This agreement is made and entered into by and between the City of Antigo Community Development Block Grant-Public Facilities Economic Development ("Grantee") and the Langlade County Economic Development Corporation ("The Management Agent"). This contract is effective as of _____________, and after signature of all parties.

1. Appointment and Acceptance. The Grantee appoints the Management Agent as consulting agent for the management of the grant described in this Agreement, and the Management Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.

2. Description of Project. The Project to be managed by the Management Agent under this Agreement (the "Project") is a Community Development Block Grant –Public Facilities for Economic Development (Grant Number – CDBG-PF 23-01) awarded by the Wisconsin Department of Administration.

   The Project further described as follows:

   Name: 2023 – Funded State of Wisconsin – Community Development Block Grant for Public Facilities

   Location: City of Antigo, Langlade County, Wisconsin

3. Definitions. As used in this Agreement:

   A. "HUD" means the U.S. Department of Housing and Urban Development including any successor agencies.

   B. "DOA" means the State of Wisconsin Department of Administration, including any successor agencies.

   C. "Grantee" means the City of Antigo, Wisconsin.

   D. "Management Agent" means the Langlade County Economic Development Corporation.

   E. "Principal Parties" means the Grantee, Department of Administration and the Management Agent.

4. DOA Requirements. In performing its duties under this Agreement, the Management Agent will comply with pertinent requirements of the DOA.

5. Employees. The Management Agent prescribes the number, qualifications, and duties of the personnel to be regularly employed in conjunction with this management Agreement, including the Economic Development Corporation Director and the Assistant Director. All such personnel will be employees of the Management Agent and will be hired, paid, supervised, and discharged by the Agent in accordance with Management Agent policies and procedures.

6. Legal, Insurance, Accounting and Auditing. The Grantee will provide such legal, accounting and insurance services as may be required by the Project and such auditing service as the grantee and/or DOA may require.

7. Compliance with Government Orders. The Management Agent will take such action as may be necessary to comply on a timely basis with any and all governmental orders or other requirements affecting the Grant, whether imposed by Federal, State, or Municipal authority, subject, however, to the limitations stated in this Agreement. Nevertheless, the Management Agent shall take no such action so long as the Grantee is contesting, or has affirmed its intention to contest, any such order or requirement. The Management Agent will notify the Grantee in writing of all notices of such orders or other requirements.

8. Nondiscrimination. In connection with the performance of work under this contract, the Management Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in s. 51.0(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Management Agent further agrees to take affirmative action to insure equal employment opportunities. The Management Agent agrees to post in a conspicuous place, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

9. Management Agent's Compensation. The Management Agent will be compensated for services provided under this Agreement by management fees. Any other administrative or management costs attributable to the Project are not part of this contract and will be billed directly to the Grantee. The Grantee shall be billed by written invoice at and fees shall not be prorated. The total amount billed shall not exceed **$15,000.00** for this contract. In the event that the contract is not completed within twelve months, the Management Agent will continue to manage the grant until completed.

10. Term of Agreement. This Agreement shall be in effect for the period, beginning_______________, through the "close-out" of the grant, subject, however, to the following conditions:

    A. This Agreement will not be binding upon Principal Parties until approved by the Mayor of the City of Antigo, President of the Economic Development Corporation, Clerk/Treasurer of the City of Antigo and the Director of the Economic Development Corporation.

    B. Any and all amendments made to the DOA Contract CDBG-PF 23-01 shall apply to this Agreement as appropriate.

11. Interpretive Provisions.

    A. This Agreement constitutes the entire Agreement between the Grantee and the Management Agent with respect to the management and the operation of the Project.

12. Termination. In the event of unsatisfactory work by the Management Agent, as judged by the Grantee, the Grantee shall give written notice to the Management Agent identifying the deficiencies. If unsatisfactory work continues, the Grantee upon second written notice, may declare this agreement null and void. The Grantee may also terminate this agreement for any reason upon a 90-day written notice.

IN WITNESS WHEREOF, the Principal Parties (by their duly authorized officers) have executed this Agreement on the date first written above.

GRANTEE SIGNATURE

____

By: Bill Brandt
Mayor

GRANTEE SIGNATURE

____

By: Kaye Matucheski
Clerk/Treasurer

MANAGEMENT AGENT

____

By: Thomas Baucknecht
President

MANAGEMENT AGENT

____

By: Angela Close
Director

"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk-Treasurer/Finance Director

Date: September 20, 2023

Re: Budget Transfer for Labor Attorney Services Due to Contract Negotiations and Personnel Issues

For 2023, the budget included $22,751 for labor attorney fees as an outside attorney is used for personnel matters. There have been several issues this year, which have required the work of the attorney for union matters and personnel issues. The expenditures for 2023 through the end of August total over $70,000.

There are four months remaining in this fiscal year and the issues are still pending so I am expecting many more charges. Just an estimate is another $50,000 before the end of the year. The only place that the additional funds of almost $100,000 can come from is the undesignated fund balance, as we do not budget that much in the Contingency Fund.

I am requesting approval to transfer funds up to $100,000 from the undesignated fund balance to the Labor Attorney Account for these invoices. If approved, a resolution will need to be forwarded to Council.

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

September 7, 2023

To: Antigo 1st

Thrive on Five

Chamber of Commerce

From: Mayor Terry Brand

I'd like to invite you to attend and represent your group at the September 20th City of Antigo Finance, Personnel, and Legislative Committee meeting. Meeting will begin at 6:00PM and I will put this first on the agenda.

At present, we have at least three organizations working on promoting the downtown business district. My goal is to get everyone working together in a way that consistently promotes the downtown area and represents all the business owners through a single dedicated organization. My hope is this will maximize participation, effectiveness, and grant awards.

At this meeting we will review the purpose and function of the various organization promoting the downtown district of Antigo.

Please be prepared to present the following:

By-Laws, some organizations may not have.

Structure of organization, Elections, Officers, Board members, etc.

Current levels of membership, individuals or business.

Requirements of membership, membership fees, other commitments or requirements.

Purpose of organization. What do you do? What are your goals?

How the organization's leadership functions.

Does your organization carry liability insurance? Amount?

Annual Budget of revenue and expenses

Past two fiscal year financial reports including current assets and fund balances.

Plans for 2024 events and activities.