

CITY OF GILLETT
PLANNING COMMITTEE MEETING
Council Chambers – Municipal Building
150 N McKenzie Ave – Gillett, WI 54124

THURSDAY, JUNE 10 2021 AT 5:00 PM
MINUTES

Chair Spaulding called the meeting to order at 5:00 pm.

Roll Call

Present: Alderperson Gary Spaulding, Marie Blaser and Nanette Mohr

Also Present: Mayor Josh McCarthy, Alderpersons Debbie Rudie, Sandra Hubbard, and Matt Stroik via phone, Clerk Treasurer Chelsea Anderson, Building Inspector Duff Leaver. Gary Ort (5:34 PM.)

Public Input: None

AGENDA ITEMS:

1. Discussion and Possible action on Minutes from June 3, 2021

MOTION: Mohr/Blaser

Motion to approve the meeting minutes from June 3, 2021

Voice Vote: All Voting Aye – **MOTION CARRIED**

2. Discussion and Possible action on Gary Orts Yard at 160 W Park Street

MOTION: Mohr/Blaser

Motion to approve 90 days to move all the items in the parking lot and return to a parking lot only and we will not require a fence at 160 W Park Street. If the items are not removed, a fence is required.

Voice Vote: All Voting Aye – **MOTION CARRIED**

3. Discussion and Possible action on housing standards- Building Inspector Duff Leaver got a complaint about 133 N McKenzie Avenue on the housing standards. No GFCI's by kitchen sink, in the drop ceiling there is electrical exposed, fire hazards, windows need replaced, holes in ceiling. Rental Housing Maintenance Ordinance will be enforced. A letter will be sent to the landlord to repair the property and bring it up to standards.

MOTION: Blaser/Mohr

Motion to approve 30 days for the owner/ landlord to evict the tenants that 133 North McKenzie Apartment A and B, then for the owner/landlord to repair the building before it can be inhabited up to building standards and city ordinance, and our Building Inspector to inspect and approve before habitation.

Voice Vote: All Voting Aye – **MOTION CARRIED**

4. Discussion and Possible action on raze orders – Properties at 133 E First Street and 212 E Main Street are dilapidated and dangerous.

MOTION: Mohr/Blaser

Motion to approve pursuing the raze orders at 212 E Main Street and 133 E First Street Gillett WI.

Voice Vote: All Voting Aye – **MOTION CARRIED**

Gary Ort owner of 160 W Park Street arrived at the meeting to talk about his letter to put up a fence.

MOTION: Mohr/Blaser

Motion to bring item #2 under #4.

Voice Vote: All Voting Aye – **MOTION CARRIED**

Read Mr. Ort the motion. He asked for a longer time to move the large items but will clear 70% of the items in 90 days.

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5. Discussion and Possible action on Building Inspector Contract

MOTION: Mohr/Blaser

Motion to approve the necessary changes to the building inspector contract and to contract with Duff Leaver until December 31, 2021.

Voice Vote: All Voting Aye – **MOTION CARRIED**

6. Discussion and Possible action on Fence Permit for 116 E Main Street Gillett

MOTION: Mohr/Blaser

Motion to approve the fence permit for 116 E Main Street 24 inches from lot line as presented.

Voice Vote: All Voting Aye – **MOTION CARRIED**

7. Discussion and Possible action on Ridgewood Lots closing costs

MOTION: Blaser/Mohr

Motion to rescind June 3, 2021 motion to have buyer pay closing costs.

Voice Vote: All Voting Aye – **MOTION CARRIED**

MOTION: Blaser/Mohr

Motion to approve paying the closing costs for the four lots in Ridgewood for Sam's Housing Group.

Voice Vote: All Voting Aye – **MOTION CARRIED**

8. Set Next Meeting Date- To Be Determined.

9. Adjournment at 6:45 PM.

MOTION: Mohr/Blaser

Motion to adjourn.

Voice Vote: All Voting Aye – **MOTION CARRIED**

Respectfully Submitted by
Clerk Treasurer Chelsea Anderson

CITY OF GILLETT
PLANNING COMMITTEE
Council Chambers – Municipal Building
150 N McKenzie Ave – Gillett, WI 54124
THURSDAY, JUNE 10, 2021 AT 5:00 PM
AGENDA

Committee may deviate as needed

Meeting Called to Order

Roll Call

Open Meeting Law has been complied with

PUBLIC INPUT

AGENDA ITEMS:

1. Discussion and Possible action on Minutes from June 3, 2021
2. Discussion and Possible action on Gary Orts Yard at 160 W Park Street
3. Discussion and Possible action on housing standards
4. Discussion and Possible action on raze orders
5. Discussion and Possible action on Building Inspector Contract
6. Discussion and Possible action on Fence Permit for 116 E Main Street Gillett
7. Discussion and Possible action on Ridgewood Lots closing costs
8. Set Next Meeting Date
9. Adjournment

cc: Committee members Spaulding, Mohr, Blaser

Please remember to silence cell phones before attending meetings at City Hall

It is possible that members of and possibly a quorum of members of the City Council or other committee may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the City Clerk's office 920-855-2255 with as much advance notice as possible.

Agenda subject to change up to 24 hours prior to the meeting

CITY OF GILLETT
PLANNING COMMITTEE MEETING
Council Chambers – Municipal Building
150 N McKenzie Ave – Gillett, WI 54124

THURSDAY, JUNE 3, 2021 AT 5:15 PM
MINUTES

Chair Spaulding called the meeting to order at 5:00 pm.

Roll Call

Present: Alderperson Gary Spaulding, Marie Blaser and Nanette Mohr

Also Present: Mayor Josh McCarthy, Alderpersons Debbie Rudie and Matt Stroik, Clerk Treasurer Chelsea Anderson, Utility and Public Works Department Head Ron Anderson, and Police Chief Kevin Schneider. Public Michael Haack 321 First Street and Kevin Hamann from Oconto County.

Public Input: None-- Agenda Items:

1. Discussion and Possible action on Minutes from May 6, 2021

MOTION: Mohr/Spaulding

Motion to approve the meeting minutes from May 6, 2021

Voice Vote: All Voting Aye – **MOTION CARRIED**

2. Discussion and Possible action on a Fence Permit for 321 E First Street Michael Haack

MOTION: Mohr/Blaser

Motion to approve privacy panels/fence permit at 321 E First Street at 24 inches away from lot line.

Voice Vote: All Voting Aye – **MOTION CARRIED**

3. Discussion and Possible action on a Tower Permit for 222 W Park Street Oconto County Emergency Management

MOTION: Mohr/Spaulding

Motion to approve an emergency tower permit at 222 W Park Street. Exempt under 8-9, 199-foot tower on a monopole surrounded by a fence.

Voice Vote: All Voting Aye – **MOTION CARRIED**

4. Discussion and Possible action on Ridgewood Lots closing costs- Sold: Subdivision Land Lot (231032111918) Acres 0.580 : Subdivision Land Lot (231032111919) Acres 0.550 : Subdivision Land Lot (231032111920) Acres 0.570: Subdivision Land Lot (231032111901) Acres 0.610.

Owners Policy-\$490.00, 3 Additional Parcel Search Fee - \$75.00, Closing Fee-\$250.00, Special Assessment Letter - \$90.00 if needed, Gap Endorsement \$125.00 – if needed, Deed Prep - \$50.00

MOTION: Blaser/Mohr

Motion to approve having the seller pay the closing costs, to send to council.

Voice Vote: All Voting Aye – **MOTION CARRIED**

5. Discussion and Possible action on Building Inspector Contract- Leave Lay

6. Discussion and Possible action on 318 Robin Hood Ln. Three parcels that share this address 23104222275609, 231042222956010, & 231042223056011, owned by the same person, only 1 of the parcels have improvements (231042223056011), approving new address numbers

MOTION: Mohr/Blaser

Motion to approve parcel 231042223056011 address to be 318 Robinhood Lane, 231042222956010 address to be 316 Robinhood Lane and 23104222275609 to be 314 Robinhood Lane.

Voice Vote: All Voting Aye – **MOTION CARRIED**

7. Set Next Meeting Date- June 10, 2021 at 5:00 PM

8. Adjournment at 5:36 PM.

MOTION: Mohr/Blaser

Motion to adjourn.

Voice Vote: All Voting Aye – **MOTION CARRIED**

Respectfully Submitted by Clerk Treasurer Chelsea Anderson

HANAWAY
ROSS, S.C.

Attorneys at Law

Bruce R. Bachhuber

Brian M. Maloney

Daniel J. Duke

Elizabeth Kremer
Flanigan

Clarence F. Duchac, III

Christina L. Peterson

Charles T. Hanaway
(1908-2000)

Allan M. Ross
(1928-2008)

David P. Hanaway
(1943-2010)

Gary R. Weidner
(1948-2003)

Randall L. Gast
(1963-2020)



HANAWAY ROSS
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May 27, 2021

Christina L. Peterson
christina@hanaway.com

Consulting Engineering & Installation, LLC
Registered Agent: Gary Ort
N2826 Ona Pines Road
Weyauwega, WI 54983

Re: Oconto County Parcel No. 231012116141
160 West Park Street
Oconto, WI 54153

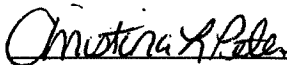
Mr. Ort:

Please be advised that I represent the City of Gillett. It has come to the City of Gillett's attention that your property located at 160 West Park Street is in violation of Ordinance 21-25 with respect to the storage of miscellaneous industrial products, machinery, campers, iron products, semi-trailers, as well as other items within the Industrial District. Pursuant to Ordinance 21-25A(2), "[t]he outdoor storage of industrial products, machinery, equipment or other materials must be done in an orderly manner or such storage must be enclosed by a suitable fence or other manner of screening as approved by the Planning Committee."

The City of Gillett requests that either all of the industrial products stored outside of your property be removed, or that you install a suitable fence of other screening as approved by the Planning Committee in the next thirty (30) days. Failure to comply with this request will result in a citation for violation of the ordinance.

Sincerely,

HANAWAY ROSS, S.C.

By 
Christina L. Peterson

CLP: klm

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Chapter 13. Housing and Fair Housing

Article I. Housing Standards

§ 13-5. Compliance required.

No person shall occupy or let to another for occupancy any dwelling for the purpose of living, sleeping, cooking or eating therein which does not comply with the requirements of this article.

§ 13-6. Sanitation.

A. Sink, flush toilet and bathtub or shower in dwellings.

(1) Every dwelling unit shall contain the following:

- (a) A kitchen sink in good working condition, properly connected to an approved water and sewer system.
- (b) A room or rooms affording privacy and equipped with a flush toilet, sink and bathtub or shower in good working condition, properly connected to an approved water and sewer system.

(2) No toilet shall be of the recycling compost, frostproof hopper, privy or similar type where a sewer system is available to the property; where no sewer is available, such facilities shall be used only when approved by the Building Inspector.

B. Access to bathrooms and toilets. Access to bathroom shall be provided without requiring passage through another dwelling unit.

C. Floors and ventilation of bathrooms and toilets.

(1) Every toilet compartment and bathroom shall be floored with a surface which is reasonably impervious to water and which can be easily kept in a clean and sanitary condition.

(2) Every bathroom shall be provided with windows or a ventilation system affording adequate ventilation and maintained in good working condition at all times.

D. Piped hot and cold running water.

(1) Every kitchen sink, sink and bathtub or shower required under this article shall be connected and supplied with hot and cold running water.

(2) Every dwelling shall have supplied water heating facilities which are properly installed and connected to waterlines maintained in safe and good working condition and of a sufficient capacity to supply an adequate amount of water at every required kitchen sink, sink, bathtub or shower at a temperature of not less than 120° F.

§ 13-7. Light, ventilation and heating.

A. Window area and ventilation.

(1) Every habitable room shall have at least one window or skylight facing directly to the outdoors.

- (2) Every habitable room shall have at least one window which can easily be opened or such other device as will adequately ventilate the room.
- B. **Electrical outlets.** Every habitable room shall contain at least one floor- or wall-type electric outlet and one ceiling electric lighting fixture or two electric outlets, and every compartment, hall, furnace room or laundry room shall contain at least one wall- or ceiling-type electric light fixture. Every electrical outlet and fixture shall be properly installed and maintained in good and safe working condition and connected to an approve source of electric power in a safe approved manner.
- C. **Public hall lighting.** Every public hall and stairway in every multiple dwelling shall be lighted to at least five footcandles on the floor and stairs at all times.
- D. **Heating facilities.** Every dwelling shall have heating facilities which are properly installed and vented, are maintained in safe operating condition, and are capable of heating all habitable rooms and bathrooms in each dwelling unit therein to a temperature of at least 70° F. at a distance of three feet above floor level when the outside temperature is -20° F.

§ 13-8. Floor space and general occupancy.

- A. **Access to sleeping rooms.** No dwelling unit shall be so located or arranged that access thereto requires passage through a habitable room of another dwelling unit.
- B. **Ceiling height of habitable rooms.** At least 1/2 of the floor area of every habitable room shall have a ceiling height of not less than seven feet of unfinished ceiling height.
- C. **Basement (dwelling units).** No basement space shall be used as a dwelling or rooming unit unless:
- (1) The floor and walls are impervious to leakage of underground and surface runoff water.
 - (2) The total window area between stops in each room is equal to at least 8% of the floor area and is entirely above the grade of the ground adjoining such window area.
 - (3) The total openable window area in each room is equal to 45% of the minimum window area, except where there is supplied a mechanical ventilation system to the outside air capable of completely changing the air in the room every 15 minutes.
 - (4) The ceiling height throughout the unit is at least seven feet.
 - (5) It is separated from heating equipment, incinerators or other equally hazardous equipment by a standard one-hour fire partition.
 - (6) Access can be gained to the unit without going through a furnace room.
 - (7) Two independent means of egress are provided from every basement containing more than one dwelling unit or one rooming unit.

§ 13-9. Safe and sanitary maintenance of dwellings and dwelling units.

- A. **Structural soundness.**
- (1) **Members.** Every foundation, door, outer wall, ceiling and roof shall be kept in good repair.
 - (2) **Openings.** Every window, exterior door and basement hatchway or stairway shall be weathertight, watertight and rodentproof and shall be kept in good working condition and repair.
 - (3) **Stairs and porches.** Every inside and outside stair and handrail and every porch and porch rail shall be so constructed as to safely support the maximum load that normal use may require and shall be kept in safe

condition and good repair at all times. The Building Inspector may require a handrail for each stair if deemed necessary.

- (4) Handrails. Every stairway of more than three risers must have a handrail of height corresponding to the Department of Commerce requirements and be safely enclosed to handrail height.
- B. Mechanical soundness of plumbing. All plumbing shall be properly installed and maintained in sanitary condition free from defects, leaks and obstructions.
 - C. Exits. Every dwelling unit shall have a safe, unobstructed means of egress leading to safe and open space at ground level, as required by the Wisconsin Statutes and the provisions of this article.
 - D. Exterior wood surfaces. All exterior wood surfaces shall be reasonably protected from the elements.
 - E. Effectiveness. Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

§ 13-10. Cleanliness; garbage and trash disposal.

- A. Owner or owner-occupant responsibility. Every owner or owner-occupant shall be responsible for the cleanliness of all parts of a dwelling and premises shared in common by more than one family and for provision of the following utilities and services, except where such responsibility is assumed by an operator or an occupant by agreement, as follows:
 - (1) Provisions for garbage and rubbish disposal facilities or containers where the dwelling exceeds two units.
 - (2) Extermination of insects, rodents or other pests, except that where only one dwelling unit is infested, the occupant of such infested unit shall be responsible for its extermination, unless the dwelling is not maintained in a reasonably ratproof or insectproof condition.
 - (3) Provisions of all other facilities, utilities, service or conditions required by this article.
- B. Occupant responsibility. Every occupant of a dwelling unit shall be responsible for keeping the occupied area and premises and all plumbing equipment and facilities in a clean, safe and sanitary condition at all times. Garbage and rubbish shall be disposed of or stored in proper containers in a neat and sanitary manner unless disposed of or stored by the owner or owner-occupant as provided in Subsection A above.

§ 13-12. Emergency discontinuance of service or utilities.

No owner, operator or occupant shall cause any service, facility, equipment or utility to be removed from or shut off from or discontinued in any occupied dwelling unit let or occupied by him, except for such temporary emergencies when discontinuance of service is approved by the Department of Public Works. Upon the discontinuance of gas or electric service for cause by a public utility company or upon discontinuance of any municipal or other service for cause, the Building Inspector shall be notified and shall thereupon take immediate steps to have the responsible person correct conditions leading to such discontinuance of service. This section shall not be construed to prevent the cessation or discontinuance of any such service upon order of the Building Inspector or any other authorized officials.

§ 13-13. Dangerous dwellings.

- A. Dangerous dwellings enumerated. All dwellings or parts thereof which have any of the following defects shall be deemed dangerous dwellings and shall be condemned as unfit for human habitation:
 - (1) Those whose interior or exterior bearing walls or other vertical structural members list, lean or buckle to such an extent as to weaken the structural support they provide.

- (2) Those which, excluding the foundation, show 33% or more of damage or deterioration of the supporting member or members or 50% or more of damage or deterioration of the nonsupporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind or other causes so as to no longer provide shelter from the elements and which have become dangerous to life, safety, morals or the general health and welfare of the occupants or the citizens of the City.
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary or vermin infested or obsolete that they are likely to cause sickness or disease or injury to the health, morals, safety or general welfare of those living therein or of the citizens at large.
- (6) Those which lack light, air and sanitation facilities as required by this article to protect the health, morals, safety or general welfare of persons living therein.
- (7) Those which lack the facilities required by this article for egress in case of fire or panic or those which have insufficient stairways, elevators, fire escapes or other means of ingress and egress required herein.
- (8) Those which have parts thereof which are so attached that they may fall and injure occupants or the public or other property.

B. Declaration of nuisance and orders.

- (1) All dangerous dwellings or parts thereof within the terms of this article are hereby declared to be public nuisances and shall be vacated and repaired or demolished in accordance with the provisions of § 13-15 of this article.
- (2) In any case where a dangerous dwelling is 50% or more damaged or decayed or deteriorated from its original structure, or where it cannot be repaired so as to comply with the terms of this article, it shall be ordered vacated and demolished in accordance with the provisions of § 13-15 of this article.

§ 13-14. Entry and inspection of dwellings.

- A.** The Health Inspection Team (HIT) shall make inspections to determine the condition of dwellings, dwelling units and premises located within the City in order to safeguard the health and safety of the occupants of such dwellings and of the general public. For this purpose and upon showing proper identification and receiving a written complaint, an inspection by the HIT, which will consist of the Building Inspector, Chief of Police and the Chairperson of the Health, Protection and License Committee, will be done with 48 hours' notice except in an emergency situation. The HIT, at any reasonable hour, may enter, examine and survey all dwellings, dwelling units and premises, and the owner, occupant or the person in charge thereof shall give the HIT free access thereto for the purpose of such inspection. A written complaint must be in writing and shall contain the following:
- (1) Full name and address of person making complaint.
 - (2) Name and address of the person against who the complaint is made.
 - (3) A plain and concise statement of the facts constituting the complaint, including date or dates of alleged problems.
- B.** Every occupant of a dwelling shall give the owner thereof or his agent or employee access to any part of such dwelling for the purpose of making any repairs or alterations which are necessary to effect compliance with the provisions of this article or any lawful order issued pursuant thereto.
- C.** No officer, agent or employee of the City shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this article. Any suit brought

against any officer, agent or employee of the City as a result of the proper discharge of his duties under this article shall be defended by the City Attorney until final determination of the proceedings therein.

§ 13-15. Enforcement; service of notices and orders; hearings.

A. Notice of violation.

- (1) Whenever the HIT determines that there has been a violation of any provision of this article, it shall give notice of such violation to the person or persons responsible therefor and order compliance with this article as hereinafter provided. Such notice and order shall be in writing on an appropriate form and shall include the following:
 - (a) A list of violations with reference to the section of this article violated and an order as to the remedial action required to effect compliance with this article.
 - (b) Specification of a reasonable time for compliance.
 - (c) Advice concerning the procedure for appeal.
- (2) Such notice and order shall be served upon the owner, occupant or agent in person; provided, however, that the notice and order shall be deemed to be properly served if such owner, occupant or agent is sent a copy thereof by registered mail to his last known address and a copy is posted in a conspicuous place in or on the dwelling affected.
- (3) Whenever the Building Inspector determines that a dwelling is a dangerous dwelling, as defined in § 13-13 of this article, he shall:
 - (a) Affix upon the door or entrance to such dwelling a printed placard declaring that such dwelling is unfit for human habitation and is ordered vacated. No person shall deface or remove such placard from any dwelling which has been condemned as unfit for human habitation and placarded as such. The Building Inspector shall remove the placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.
 - (b) Serve notice, as provided herein, to the owner and occupant or lessee of any building found by him to be a dangerous dwelling within the standards set forth in § 13-13 of this article that:
 - [1] The owner must vacate and repair or demolish said building in accordance with the terms of the notice and this article.
 - [2] The occupant or lessee must vacate said building or, with the consent of the owner, may have it repaired in accordance with the notice and order and remain in possession.

B. Hearings.

- (1) Any person affected by a notice and order issued in connection with the enforcement of this article may request and shall be granted a hearing on the matter before the Zoning Board of Appeals, provided that such person shall file at the City Hall a written petition requesting the hearing and setting forth his name, address, telephone number and a brief statement of the grounds for the hearing or for the mitigation of the order. Such petition shall be filed within 30 days after the date the notice and order are served. Upon receipt of the petition, the HIT shall set a time and place for hearing before the Zoning Board Appeals and shall give the petitioner written notice thereof. Said hearing shall be held within 30 days after a petition has been filed, and the petitioner shall be given an opportunity to be heard and to show cause why the notice and order should be modified or withdrawn. The failure of the petitioner or his representative to appear and to state his case at such hearing shall have the same effect as if no petition was filed.
- (2) After the hearing, the Zoning Board of Appeals, by a majority vote, shall sustain, modify or withdraw the notice, depending on its findings as to whether the provisions of this article have been complied with, and the petitioner and the Building Inspector shall be notified within 10 days, in writing, of such findings.

- (3) The proceedings of the hearing, including the findings and decision of the Zoning Board of Appeals and the reasons therefor, shall be summarized in writing and entered as a matter of public record at City Hall. Such record shall also include a copy of every notice and order issued in connection with the case.

C. Orders to vacate.

- (1) When a notice of violation and order to comply have been served pursuant to this article and upon reinspection at the end of the time specified for compliance, and if no petition for a hearing has been filed, it is found that the violation or violations have not been remedied, the HIT may order the dwelling, or parts thereof affected by the continued violations, vacated in accordance with the following procedure:

- (a) Dwellings shall be vacated within a reasonable time, not to exceed 60 days.
- (b) Vacated dwellings shall have all outer doors firmly locked and the basement, cellar and first and second story windows barred or boarded to prevent entry.
- (c) Vacated dwellings shall not again be used for human habitation until written approval is secured from the HIT.

- (2) If a dwelling or part thereof is not vacated within the time specified in the order to vacate, the HIT shall seek a court order in a court of competent jurisdiction for the vacation of such dwelling or part thereof.

- D. Emergency order.** Whenever the HIT finds that an emergency exists which requires immediate action to protect the health and safety of the residents or of the public, it may issue an order so stating, and, notwithstanding any other provision of this article, such order shall take effect and shall be complied with immediately. Upon petition to the Zoning Board of Appeals, the petitioner shall be afforded a hearing pursuant to Subsection B above.

E. Vacation and demolition.

- (1) If the owner, occupant or lessee fails to comply with the order of the HIT or the action of the Zoning Board of Appeals after hearing, the HIT shall cause such dwelling or part thereof to be vacated and repaired or demolished as the facts may warrant and shall, with the assistance of the City Attorney, cause the costs of such repair or demolition to be charged against the land on which the building existed as a municipal lien or to be recovered in a suit against the owner.
- (2) In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous dwelling, as defined herein, is immediately vacated and repaired or demolished, the Building Inspector shall cause its immediate vacation and repair or demolition. The costs of such emergency repair or demolition shall be collected in the same manner as provided in Subsection E(1) above.

§ 13-16. Powers and duties of Zoning Board of Appeals.

For the purpose of this article, the Zoning Board of Appeals shall:

- A.** Adopt rules of procedure not inconsistent with this article and keep a record of all proceedings, including the vote of each member on each case heard. No member of the Board shall take part in any hearing or determination in which he had directly or indirectly any personal or financial interest. Three members of the Board in attendance at any meeting shall constitute a quorum.
- B.** Interpret the intent of this article in specific cases where, upon appeal, it clearly appears that, by reason of special conditions, undue hardship would result from literal application of any section of this article. Where such undue hardship is clearly demonstrated, the Board may permit a variance from the applicable section, provided that the dwelling will vary only a reasonable minimum from the literal provision of this article and will comply generally with the spirit and intent of the regulations as to sanitation, safety and rehabilitation. Any such variance shall be permitted only by the concurring vote of at least three members of the Board.

date

Property Owner
Address of Property Owner

Lienholder
Address of Lienholder

**NOTICE OF INSPECTION AND ISSUANCE OF RAZE ORDER
PURSUANT TO SEC. 66.0413, WIS. STATS.**

Re: Property Address and Parcel Numbers

You are hereby notified that building(s) on the propert(ies) referenced above are old, delapidated, out of repair and consequently are dangerous, unsafe, unsanitary and unfit for human habitation.

You are further notified that the Building Inspector for the City of Gillett will perform an inspection of the propert(ies) and building(s) thereon for purposes of determining if building(s) should be razed pursuant to provisions of Sec. 66.0143, Wis. Stats. (Insert Date and Time of Inspection).

You are invited to attend the inspection pursuant to the terms and conditions imposed by the Building Inspector.

The Building Inspector shall determine if any building can be made safe by reasonable repairs and if so, provide the owner with a reasonable time to make any building safe and sanitary. If reasonable repairs cannot be made, the Building Inspector and/or the Gillett City Council shall order the building(s) razed.

Upon determining that any building is unfit for human habitation, occupancy or use, a placard shall be placed on the property containing the following notice and use of the building(s) shall be prohibited:

This Building May Not Be Used for Human Habitation, Occupancy or Use

In the event it is determined that the building constitutes a public nuisance the Village of Suring may further proceed pursuant to Sec. 66.0143(2) Wis. Stats.

Any questions regarding the inspection can be directed to _____.

INDEPENDENT CONTRACTOR AGREEMENT

1. PARTIES: The parties to this Agreement are the CITY OF GILLETT, 150 North McKenzie Avenue, Gillett, WI 54124 and DUFF LEAVER, N3405 Orchard Road, Antigo, WI 54409

2. SCOPE OF WORK: The City of Gillett contracts with Duff Leaver, "Contractor" to act as the City's Building Inspector to perform the following duties of the City pursuant to the Wisconsin State Uniform Dwelling Code; Chapters 20-25.

3. TERM OF AGREEMENT: January 1, 2021 through December 31, 2021.

4. COMPENSATION: Four Thousand Three Hundred and Fifty Dollars (\$4,350.00) lump sum to be paid at signing. This lump sum shall include all time and expenses of the Contractor, including but not limited to inspection fees, telephone expenses, mileage, Contractor's state licensing fees and any and all other expenses incurred by Contractor.

5. STATUS OF PARTIES: Contractor acknowledges, agrees and represents that all services to be performed pursuant to the Agreement are in his capacity as an Independent Contractor and there is no claim by Contractor of an employment or other relationship with the City of Gillett than that of an Independent Contractor. Contractor further acknowledges, agrees and represents the following:

- | | Yes | No | |
|-----|--------------------------|--------------------------|--|
| (a) | <input type="checkbox"/> | <input type="checkbox"/> | Maintains separate office with equipment, materials and other facilities. |
| (b) | <input type="checkbox"/> | <input type="checkbox"/> | Federal employer identification No. _____. |
| | | | -OR- |
| (c) | <input type="checkbox"/> | <input type="checkbox"/> | Have filed business or self-employment income tax returns with the IRS based on the work or services in the previous year. |
| (d) | <input type="checkbox"/> | <input type="checkbox"/> | That this Agreement is for specific work for a specific amount with Contractor controlling how the work is done. |

- (e) Contractor incurs expenses relating to the work performed.
- (f) Responsible for the satisfactory completion of work and for any failure in completing the work.
- (g) Paid on a flat fee basis and not on any other basis.
- (h) A profit can be realized or a loss can be suffered in performing the work
- (i) That there are recurring business obligations for the Contractor.
- (j) That the Contractor's success depends on revenues and expenses.

6. STANDARDS FOR PERFORMANCE: The Contractor acknowledges, agrees and represents that he is a Building Inspector certified by the State of Wisconsin, Certification No. _____.

All work performed under this Agreement shall be performed according to statutes, rules and regulations of the State of Wisconsin including, but not limited to, its Uniform Dwelling Code, the Wisconsin Commercial Building Code and all ordinances and laws of the City of Gillett and Oconto County.

7. ADMINISTRATIVE DUTIES: The Contractor shall complete all necessary forms, provide reports when required or requested, communicate with property owners and other municipal representatives or officials and provide support for the City of Gillett in any enforcement or other actions which may arise out of the work performed under this Agreement. All building permits and fees shall be processed by the property owner and/or contractors during normal business hours at the City of Gillett Clerk's Office. Contractor is not entitled to issue building permits or collect fees on behalf of the City of Gillett.

*Building Inspector does state forms
UDC state dwelling by Inspector*

8. INSURANCE: ~~Contractor agrees to provide worker's compensation insurance providing coverage for claims or occurrences arising from work performed pursuant to this Agreement.~~ Upon request Contractor shall provide written proof of required insurance coverage.

*land use permit
zoning permit*

The City of Gillett agrees to provide Errors, Omissions and Liability insurance for any work pertaining to the building inspection duties at the request of the City of Gillett only.

9. TERMINATION: The City of Gillett may terminate this Agreement and the authority to perform work as its Building Inspector upon ten (10) days written notice.

Date: _____

CITY OF GILLETT

Mayor - Josh McCarthy

City Clerk - Chelsea Anderson

Date: _____

Duff Leaver

\$ 25 PD

City of Gillett

Fence/Yard Shed/Sign Application

City of Gillett | 150 N McKenzie Ave | Gillett, Wisconsin 54124
Phone (920) 855-2255 | Fax (920) 855-6283 |



*Property Owner	Type of Application:	Fence	Sign	Yard Shed
Name: <i>The Seat Doc (Kathy Campshure)</i>		X		
Address: <i>116 E. Main Str. / P.O. Box 75</i>				Application Date: <i>6/7/2021</i>
City State Zip: <i>Gillett</i>				
Phone: <i>920-855-1665 / [REDACTED]</i>				

***Contractor Information**

Name: *Self*

Address:

City State Zip:

Phone:

Zoning: *Commercial*

Estimated Cost: *\$2800*

Description of Project:

** 6' Vinyl Panel Fence (Finished on Both Sides) to run on the back of lot along sides (as shown on attached diagram)*

The applicant certifies that the information submitted herein is accurate, agrees to comply with the WI Admin. Code, Municipal Ordinance, and with the conditions of this permit, and understands the permit issuance creates no legal liability, expressed or implied, on the Department of Municipality.

SIGN DIMENSIONS:

Location of sign(s)

Applicant Name:

Applicant Signature: *Kathy R. Campshure* Date: *6/7/2021*