

CITY OF GILLETT COMMON COUNCIL
SPECIAL MEETING
Council Chambers – Municipal Building
150 N McKenzie Ave – Gillett, WI 54124
THURSDAY, JUNE 10, 2021 AT 5:40 PM

MINUTES

1. Mayor McCarthy called the special meeting to order at 6:45 pm

Roll Call

Present: Mayor Josh McCarthy, Alderpersons Nanette Mohr, Sandra Hubbard, Debbie Rudie, Matt Stroik via phone, Marie Blaser, Gary Spaulding, and Clerk Treasurer Chelsea Anderson.

Clerk informs the Council that the Open Meeting Law has been complied with

2. Public Input-None

3. Discussion and Possible Action on Building Inspector Contract

MOTION: Mohr/Spaulding

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

Roll Call Vote: All Ayes **MOTION CARRIED**

4. Discussion and Possible Action on Ridgewood Lots Closing Costs

MOTION: Mohr/Blaser

Motion to approve paying the closing costs of \$865.00 for the four lots in Ridgewood for Sam's Housing Group who is purchasing.

Roll Call Vote: All Ayes **MOTION CARRIED**

5. Discussion and Possible Action on Raze Orders

MOTION: Rudie/Blaser

Motion to approve pursuing the raze orders at 212 E Main Street and 133 E First Street Gillett WI, needing the building inspector to inspect.

Voice Vote: All Ayes **MOTION CARRIED**

6. Adjournment at 6:55 pm.

MOTION: Mohr/Rudie

Motion to adjourn.

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

Respectfully Submitted,
Clerk Treasurer Chelsea Anderson

CITY OF GILLETT COMMON COUNCIL
SPECIAL MEETING
COUNCIL CHAMBERS
150 N MCKENZIE AVE, GILLETT WI 54124
THURSDAY, JUNE 10, 2021 IMMEDIATELY FOLLOWING PLANNING
COMMITTEE
Council may deviate from agenda as needed

1. Mayor calls meeting to order
2. Clerk takes roll and informs Council Open Meeting Law has been complied with
3. Public Input
4. Discussion and Possible Action on Building Inspector Contract
5. Discussion and Possible Action on Ridgewood Lots Closing Costs
6. Discussion and Possible Action on Raze Orders
7. Adjourn

Agenda subject to change up to 24 hours prior to meeting posted: City Hall & website

Cc: City Council, Mayor

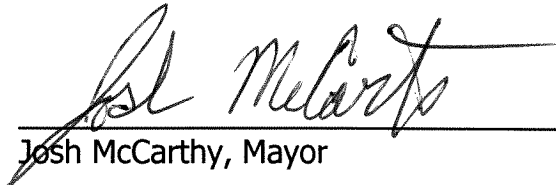
Handicap accessible. Contact the City Clerk at 920-855-2255 prior to meeting if additional services are required. It is possible that members of and possibly a quorum of members of the City Council or other committee may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please remember to silence cell phones, radios, and pagers before attending meetings at City Hall

6/10/21 9:20:37 AM

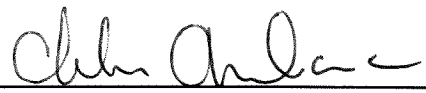
CITY OF GILLETT
SPECIAL MEETING NOTICE

Notice is hereby given that a special meeting of the Common Council, City of Gillett is hereby called to be held on THURSDAY, JUNE 10, 2021 immediately following Planning Committee (5:00pm) at the City Hall, 150 N. McKenzie Avenue, Gillett for the approval/denial of the building inspector contract, Ridgewood lots closing costs, and raze orders.

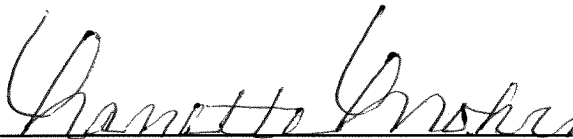


Josh McCarthy, Mayor

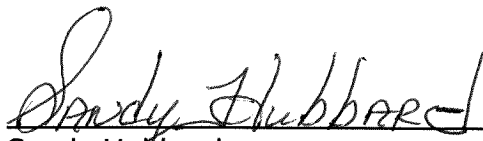
The undersigned members of the Common Council do acknowledge due and personal notice on each of them of the foregoing call of the Special Meeting and each of them waive any and all further notice of such meeting and do consent to the holding of said meeting for the purpose as stated in the foregoing notice without further notice to them.



Chelsea Anderson, Clerk




Nanette Mohr



Sandy Hubbard



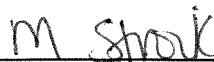
Marie Blaser



Gary Spaulding



Debbie Rudie



Matt Stroik

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.

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.

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

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 _____.