

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

THURSDAY, JULY 1, 2021 AT 4:50 PM
MINUTES

Chair Spaulding called the meeting to order at 4:50 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, Chief Kevin Schneider and Utility and Public Works Head Ron Anderson, Public Leola Schneider, Irene Drake, Chris Engebretsen, Jane Hanlan, Jeff Thompson, Thom Grant, Deanna Smith, Amy Kasten, Craig Kasten, Phil Dickson, Marilyn Freitag, Michelle Magee, Micki Carlson, Todd Carlson, Steve Frederick, Ron Lambrecht, Rachel Weckler, Lydia Kaquatosh, Micole McCoult, Wendy Vorpahl, and Pete Vorpahl.

Public Input: Irene Drake had a petition of 50 signatures that right of way and park shall not be used as a commercial property and asking council to reject the offer from Dollar General. Stating the Park is not a spot to sell. Basketball court would be gone, popple trees were planted to help the pollution and contamination, stated Dollar General or corporations do not support the community. Leola Schneider requested a copy from August Zippel of the deed. She said Alderpersons represent citizens and the citizens are here to say they do not like the idea. It would be taking the ATV trail away, space for Christmas in the park, income for parking for the fair, and space for the truck show. Josh Arndt said he worked really hard to make the truck show what it is today and that will take real estate away from truck show, and they need all the space available because it is becoming very successful. Chris Engebretsen Fair Board President and Engebretsen LLC, his 15th year of fair board, 5 years fair board president, stated we need to support businesses in the city, Dollar general will not help any small business. Stated businesses should be on Main Street, opposed to having it in the park. Todd Carlson on behalf of Gillett Civic Club, said we very fortunate to have the fair here, we cannot lose that opportunity. Stated he is all for growth but at what expense. Very fortunate to have a super market in this small community and for our small community to support it. Park ground is not a good solution. Craig Kasten was chair of parks committee in the past, he is worried about the contamination and needing to leave those trees planted there to do their job and get rid of the contamination in the ground. He said he and others really enjoy the outdoor space and different functions and thinks selling a part of it will ruin the park. Linda Hougas stated that the basketball court is always used and should not be taken away or moved. Steve Fifield had some past history on the park- donated to city by Augusta Zippel. Agreement to always keep free to enter, and leave park complete, no papers or deed have been seen, but the City will call the court house and get copies of any files on the park land.

AGENDA ITEMS:

1. Discussion and Possible action on Minutes from June 10, 2021

MOTION: Mohr/Blaser

Motion to approve the meeting minutes from June 10, 2021

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

2. Committee may go into closed session to discuss matters 19.85(1)e Wis. Stats. for the purpose of deliberating or negotiating the purchase of public properties.

MOTION: Mohr/Blaser

Motion to go into Closed Session at 5:30 PM to include members, mayor, clerk, and Public Works and Utility Department Head.

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

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3. Committee will return to open session and may take action on matters discussed in closed session

MOTION: Mohr/Blaser

Motion to return to Open Session at 5:45 PM.

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

4. Discussion and Possible action on Dollar General land purchase offer and building design

MOTION: Mohr/Blaser

Motion to deny the offer.

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

5. Set Next Meeting Date- To Be Determined.

6. Adjournment at 5:50 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
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**THURSDAY, JULY 1, 2021 IMMEDIATELY FOLLOWING COMMUNITY
DEVELOPMENT AUTHORITY.
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 10, 2021
2. Committee may go into closed session to discuss matters 19.85(1)e Wis. Stats. for the purpose of deliberating or negotiating the purchase of public properties.
3. Committee will return to open session and may take action on matters discussed in closed session
4. Discussion and Possible action on Dollar General land purchase offer and building design
5. Set Next Meeting Date
6. 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
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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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 23, 2021 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**
3 The Buyer, Golden Warriors, LLC, or assigns
4 offers to purchase the Property known as Tax Parcel 231042212447 & Part of
5 Tax Parcel 2310422444762
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Gillett
8 County of Oconto Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is Twenty-Five Thousand
10 Dollars (\$ 25,000.00).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None
13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: None
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before July 9, 2021
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on see Addendum
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ 2,000.00 will be mailed, or commercially, electronically
48 or personally delivered within 10 days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as First American
50 Title Company, Milwaukee) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

CITY OF GILLETT

LEASE

THIS LEASE between the City of Gillett, a municipality, party of the first part, hereinafter known as the LESSOR, and the Oconto County Youth Fair Incorporated, a corporation organized under Chapter 94 of the Wisconsin Statutes, party of the second part, hereinafter known as the LESSEE, witnesseth.

WHEREAS, the LESSOR is the owner of certain real estate:

- (a) commonly known as Zippel Park and Honey Park
- (b) used among other things for the purpose of
conducting thereon the annual Oconto County Fair,
- (c) located in the City limits of the City of Gillett,

and

WHEREAS, the LESSEE has acquired, purchased, erected and maintained certain buildings on said property with the consent, permission and sanction of the LESSOR, as outlined under the heading "Park Plans" and attached drawing(s). Said plans are attached to and incorporated in this lease.

NOW THEREFORE IT IS MUTUALLY AGREED by and between the parties hereto that:

(1) LESSOR shall lease to the LESSEE the right to:

- (a) Erect, maintain, repair, improve or remove
buildings on said property which have been agreed
upon by both parties in writing, consisting of,
but not limited to: cattle barns, hog and sheep
barns, small animal barn, exhibit building, show

ring, bathrooms and showers and office.

- (b) The LESSOR agrees to allow the LESSEE to use the pavilion as an exhibit building during the annual fair or for other purposes as approved by LESSOR until a new building for this purpose is erected by LESSEE. The maximum time frame shall be the year 2005.
- (c) Make improvements or construct new or additional buildings on such locations as may be mutually agreed upon in writing between the LESSOR and LESSEE, such improvements and construction to be in accordance with local County Fair building codes, State and City codes, with the LESSOR to have the right to limit the number of improvements and construction of buildings. The right to limit buildings by the city shall be for all improvements after those improvements shown in the 1993 "Park Plans" and attached drawing(s).
- (d) Use of said property during the annual County Fair, excepting only therefrom privately owned buildings, but reserving the right to charge users of such privately owned buildings a reasonable grounds fee.
- (e) Use during the period of said Fair the public service facilities and property owned by the LESSOR upon condition that the LESSEE shall keep them clean and repair all damages which occur during said Fair.

(2) The LESSEE shall carry a reasonable amount of public liability insurance on their own buildings through the entire year and the following limit of \$1,000,00.00 shall be for two days preceding the fair, during the fair, two days following the fair and during any other fair sponsored activity.

(3) The LESSEE shall have the right to rent, lease or sublease any of its buildings or any part of this lease with the approval of the LESSOR. The LESSEE shall have the right to ingress and access to such buildings across said property both for the LESSEE and for its assigns, but such right to rent or lease shall not interfere with the normal use of the park.

(4) The LESSEE shall not make any changes to said property or alter any agreed upon structures without the express written consent of the Common Council of the City of Gillett. In the event that any building or buildings are removed by the LESSEE, the debris shall be removed and the ground must be leveled where the building or buildings were situated.

(5) This lease is for a term of 50 years, beginning on 1st January, 1994, with the understanding that the Lease may be terminated at the close of any year by the LESSEE upon giving a written notice to the LESSOR before April 1st of such year.

(6) The LESSEE shall allow LESSOR's authorized insurance representative to conduct annual inspections to assure all interested parties of the safety of said property and buildings. If items do not meet the inspection requirements, LESSEE is responsible for any necessary repairs to bring up to standards. These repairs must be completed prior to the next use.

(7) The LESSEE shall not erect any permanent structure, etc., in the area of proposed city utility expansion as outlined by the Utility Committee and the Board of Public Works.

(a) The utility plan is needed on 1st of June, 1994 so buildings can be erected.

(8) The LESSEE agrees to absorb all costs in regards to required utilities and roadways LESSEE and LESSOR deems necessary for the safe operation of all LESSEE's activities. This does not apply to East Park Street or items outlined in "Park Plans" and attached drawing(s) that are the responsibility of the City of Gillett.

(9) The LESSEE shall make available to the LESSOR any LESSEE owned structure for "rent and use" purposes as agreed upon under sublease arrangements.

(10) The LESSEE shall not be allowed to charge admission to grounds only in Zippel Park. Parking fee may be collected.

(11) LESSEE shall have use of total grounds preceeding Monday to following Tuesday of Fair week. A portion of park grounds may be used for horse show during preceeding week of Fair.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein written.

DATED THIS 20th DAY OF December, 1993.

CITY OF GILLETT

By Raymond Lambrecht
Raymond Lambrecht, Mayor

By Lauri Cornelius
Lauri Cornelius,
Clerk/Treasurer

OCONTO COUNTY FAIR

By Francis Wranosky
Pres.

By Jon Simpson
V. Pres.

By Victoria [Signature]
Secretary



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