CITY OF GILLETT COMMON COUNCIL NOTICE OF REGULAR MEETING

Council Chambers – Municipal Building 150 N McKenzie Ave – Gillett, WI 54124

THURSDAY, NOVEMBER 4, 2021 AT 6:00 PM AGENDA

Council may deviate from agenda as needed

- 1. Mayor calls meeting to order. Pledge of Allegiance
- 2. Clerk takes roll and informs the Council that the Open Meeting Law has been complied with
- 3. Public Input
- 4. Discussion & possible action on minutes for October 7, 2021
- 5. CDA Report: Alderperson Mohr
- 6. Library Report: Alderperson Rudie
- 7. Tourism & Marketing Commission
- 8. Financial Report: Clerk Treasurer
 - a. Updated Monthly Check Register Provided and Budget
- 9. Police Department Report: Police Chief Breitenbach
 - a. Discussion on Training, Public Relations, and Incident Summary Report
- 10. Fire Department Report: Fire Chief Hicks
 - a. Discussion on Training, Public Relations, and Incident Summary Report
- 11. Health, Protection and License Committee Report: Alderperson Blaser
 - a. Discussion and Possible Action On Firework Permit for Christmas in the Park
 - b. Discussion and Possible Action On Home Occupation Permits
 - c. Discussion and Possible Action On Sign Variance
- 12. Board of Public Works Committee Report: Alderperson Stroik
- 13. Utility Committee Report: Alderperson Mohr
- 14. Finance and Personnel Committee Report: Alderperson Hubbard
 - a. Discussion and Possible Action approving General Teamsters Union Contract for 2022-2024
 - b. Discussion and Possible Action on Ordinance adopting a revision and codification of the ordinances of the City of Gillett
 - c. Discussion and Possible Action on Code Adoption Ordinance Schedule A Specific Revisions at Time of Adoption of Code
 - d. Discussion and Possible Action on Resolution for the Enactment of the Code Adoption Ordinance
- 15. Park and Cemetery Committee Report: Alderperson Rudie
- 16. Planning Committee Report: Alderperson Spaulding
 - a. Discussion and Possible Action on rezoning 312 East Washington Street from Residential to Commercial
- 17. Clerk Treasurer's Report: Clerk Treasurer
- 18. Attorneys Report: Hanaway Ross Law Firm
- 19. Mayor's Report: Mayor McCarthy
- 20. Adjourn

Fur, Feathers, Shells & Scales



The Gillett Public Library Community Center is going Wild on Friday, November 19th at 1 pm!
Come and learn all about mammals, reptiles, amphibians, birds, and invertebrates in this close-encounter program with wildlife and the NEW Zoo. This program is recommended for Pre-K through 2nd grade, but everyone is welcome to attend!

NOTE: ALL PARTICIPANTS 3 YEARS AND OVER ARE REQUIRED TO WEAR A MASK DURING THE PROGRAM PER NEW ZOO REGULATIONS.

Cookie Decorating

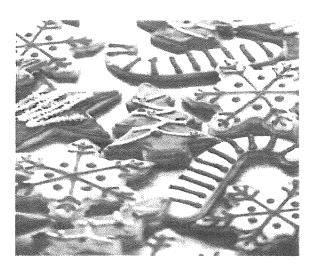
Please join us on

Friday, December 17th 1:00 pm

in the Community Center

during Preschool Storytime!

Please **Call or Stop** in at the Library and sign up **by December 3**rd. This is to ensure we order enough supplies for everyone that would like to decorate.



PNB - CITY CHECKING ALL Checks

Check	Nbr	Check Date	Payee	Amount
	WRS	10/28/2021 Manual Check	WISCONSIN DEPARTMENT OF ETF PAYROLL 10.28.2021	5,790.24
	37246	10/04/2021	CELLCOM IN#411446	99.92
	37247	10/04/2021	CORE & MAIN LP	370.00
	37248	10/04/2021	FAST SIGNS	76.40
	37249	10/04/2021	MSA PROFESSIONAL SERVICES INC INV#RO443008.0-1	895.00
	37250	10/04/2021	NEW MEDIA INC. JOINT REVIEW/ZONING BOARD OF APPEAL	89.48
	37251	10/04/2021	OCONTO COUNTY LUMBER INC	15.01
	37252	10/04/2021	SECURIAN FINANCIAL GROUP INC NOVEMBER 2021	296.79
	37253	10/04/2021	US BANK EQUIPMENT FINANCE 453962235	273.37
	37254	10/06/2021	ELEVATE 97	1,474.20
	37255	10/06/2021	NOTARY RECORDS SECTION 4 YEAR NOTARY PUBLIC APPLICATION FEE	20.00
	37256	10/13/2021	BAY TITLE & ABSTRACT, INC 10083-CTI-1-FINAL PAYMENT	125.00
	37257	10/13/2021	BUMPER TO BUMPER INVOICE#252766	5.19
	37258	10/13/2021	BUSINESS CARD POLICE POSITION INDEED.COM	666.09
	37259	10/13/2021	BUSINESS CARD	472.05
	37260	10/13/2021	CARQUEST AUTO PARTS 14425-310227	76.31
	37261	10/13/2021	CELLCOM INVOICE#444885	153.25
	37262	10/13/2021	CENTURY LINK SEPTEMBER	78.81
	37263	10/13/2021	DEPARTMENT OF WORKFORCE DEVELOPMENT DWD - STROIK	3.39
	37264	10/13/2021	EMERGENCY COMMUNICATION SYSTEMS, INC. ANNUEL SIREN MAINTENANCE	413.00

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PNB - CITY CHECKING ALL Checks

Check Nbr	Check Date	Payee	Amount
37265	10/13/2021	GILLETT CEMENT BAG OF CONCRETE	11.70
37266	10/13/2021	GRAINGER INVOICE#9068353656	1,271.01
37267	10/13/2021	KALLIES ELECTRIC INC. Led Lighting	3,260.00
37268	10/13/2021	OCONTO ELECTRIC KLAUS LAKE & PARK LIGHT, CROSSING GUARD	10.38
37269	10/13/2021	PAT'S MARKET ACCOUNT 88	5.63
37270	10/13/2021	PESHTIGO NATIONAL BANK	1,607.00
37271	10/13/2021	RIESTERER & SCHNELL, INC	69.80
37272	10/13/2021	TASTE OF HOME 01046	34.79
37273	10/13/2021	TRUE VALUE	485.77
37274	10/13/2021	WISCONSIN DEPARTMENT OF REVENUE MANUFACTURING PROPERY ASSESSMENT	405.50
37275	10/13/2021	KALLIES ELECTRIC INC. Led Lighting	3,195.00
37276	10/18/2021	CULLIGAN OF OCONTO COUNTY ACCOUNT#1055791	10.00
37277	10/18/2021	GENERAL TEAMSTERS UNION LOCAL 662 /NOVEMBER	134.00
37278	10/18/2021	OCONTO FALLS COURT CLERK GELLIN, ALEX JAMES	100.00
37279	10/18/2021	SHAWANO COUNTY LIBRARY INVOICE#061021 DUES	21.00
37280	10/19/2021	BUSINESS CARD	356.93
37281	10/19/2021	ELEVATE 97 ELEVATE 97	1,397.35
37282	10/19/2021	GAD	7,087.33
37283	10/19/2021	GILLETT SCHOOL DISTRICT OCTOBER	128.04
37284	10/19/2021	GREEN BOYZ INC. INVOICE#106245 &106428	6,075.00

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PNB - CITY CHECKING ALL Checks

Oh o alo Mara	Chook Data	Parece	Amount
Check Nbr	Check Date	Payee	
37285	10/19/2021	HANAWAY ROSS LAW FIRM OCTOBER15,2021	1,357.13
37286	10/19/2021	KASTEN, JAMES GRAVE OPENING 10/13/2021	250.00
37287	10/19/2021	OCONTO COUNTY CLERK FINAL DOG TAX SETTLEMENT	21.50
37288	10/19/2021	PESHTIGO NATIONAL BANK	4,557.00
37289	10/19/2021	R&R ASSESSING SERVICES CITY ASSESSOR	1,265.00
37290	10/27/2021	AMERICAN LEGAL SERVICES GILLETT POLICE DEDUCTION REMITTANCE NOV	21.72
37291	10/27/2021	AMERICAN OVERHEAD DOOR 256405	790.40
37292	10/27/2021	BEAR'S TREE SERVICE	1,600.00
37293	10/27/2021	BUSINESS CARD POLICE UNIFORMS	35.75
37294	10/27/2021	BUSINESS CARD	1,204.65
37295	10/27/2021	CORE & MAIN LP	161.95
37296	10/27/2021	COREY & CO LANDSCAPING LLC INV#21-876	275.74
37297	10/27/2021	GARROW OIL MARKETING, INC INVOICE#77667- 77668-77545	532.78
37298	10/27/2021	GENERAL CODE INVOICE#PG000026746	2,235.40
37299	10/27/2021	HANAWAY ROSS LAW FIRM OCTOBER 21,2021	75.00
37300	10/27/2021	LAMBRECHT'S SERVICE GARAGE LLC INVOICE#00005271	558.00
37301	10/27/2021	MCCLONE CLERK LIABILITY	2,535.52
37302	10/27/2021	PESHTIGO NATIONAL BANK MAINTENANCE/PROCESSING Fee	51.25
37303	10/27/2021	PETERSON FORD MERCURY NEW SQUAD GRANT	37,739.50
37304	10/27/2021	QUALITY SANDBLASTING & COATINGS LLC. INVOICE#15605	274.02

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PNB - CITY CHECKING ALL Checks

Check Nbr Check Date	Payee	Amount
37305 10/27/2021	ST. CLARE MEMORIAL HOSPITAL KOSKE, TYLER	36.00
37306 10/27/2021	STREHLOW, ASHLEY MILEAGE REIMBURSEMENT/SUBPOENA	11.20
37307 10/27/2021	WISCONSIN DEPARTMENT OF JUSTICE - TIME 455TIME-0000011150	231.00
37308 10/28/2021	ASTREA CREDIT INTERNET CABLE 480.27	835.16
EFTPS 10/11/2021 Manual Check	INTERNAL REVENUE SERVICE 10/14/2021 PAYROLL	5,067.83
EFTPS 10/28/2021 Manual Check	INTERNAL REVENUE SERVICE PAYROLL 10.28.2021	5,053.98
V4560 10/14/2021 Manual Check	ANDERSON, CHELSEA E Pay period 09/27/2021 to 10/10/2021	1,317.50
V4561 10/14/2021 Manual Check	ANDERSON, ERIC Pay period 09/27/2021 to 10/10/2021	1,314.00
V4562 10/14/2021 Manual Check	ANDERSON, LISA Pay period 09/27/2021 to 10/10/2021	517.97
V4563 10/14/2021 Manual Check	ANDERSON, RONALD J Pay period 09/27/2021 to 10/10/2021	2,896.12
V4564 10/14/2021 Manual Check	BARANCZYK, JAMES Pay period 09/27/2021 to 10/10/2021	100.85
V4565 10/14/2021 Manual Check	BARKE, RITA Pay period 09/27/2021 to 10/10/2021	399.42
V4566 10/14/2021 Manual Check	BLASER, MARIE A Pay period 08/30/2021 to 10/10/2021	277.05
V4567 10/14/2021 Manual Check	BREITENBACH, SHANE P Pay period 09/27/2021 to 10/10/2021	1,667.20
V4568 10/14/2021 Manual Check	COX, KATHERINE Pay period 09/27/2021 to 10/10/2021	646.15
V4569 10/14/2021 Manual Check	FINNELL, NORMAN W Pay period 09/27/2021 to 10/10/2021	612.33
V4570 10/14/2021 Manual Check	GABLE, RUSSELL Pay period 09/27/2021 to 10/10/2021	1,265.17
V4571 10/14/2021 Manual Check	HAEFLINGER, LINDA Pay period 09/27/2021 to 10/10/2021	136.59
V4572 10/14/2021 Manual Check	HINKFUSS, DONNIE Pay period 09/27/2021 to 10/10/2021	122.55

ALL Checks

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Posted From: 10/01/2021 From Account:

PNB - CITY CHECKING

Thru: 10/31/2021 Thru Account:

Check Nbr Check Date	Payee	Amount
V4573 10/14/2021 Manual Check	HOEFT, ZACHARY Pay period 09/27/2021 to 10/10/2021	1,490.41
V4574 10/14/2021 Manual Check	HUBBARD, SANDRA Pay period 08/30/2021 to 10/10/2021	277.05
V4575 10/14/2021 Manual Check	MCCARTHY, JOSHUA Pay period 08/30/2021 to 10/10/2021	461.75
V4576 10/14/2021 Manual Check	MILHANS, VICTOR Pay period 09/27/2021 to 10/10/2021	122.55
V4577 10/14/2021 Manual Check	MOHR, NANETTE Pay period 08/30/2021 to 10/10/2021	277.05
V4578 10/14/2021 Manual Check	ROESCH, RYAN Pay period 09/13/2021 to 10/10/2021	403.84
V4579 10/14/2021 Manual Check	RUDIE, DEBORAH Pay period 08/30/2021 to 10/10/2021	277.05
V4580 10/14/2021 Manual Check	SPAULDING, GARY Pay period 08/30/2021 to 10/10/2021	274.71
V4581 10/14/2021 Manual Check	STONER, SHANNON Pay period 09/27/2021 to 10/10/2021	1,063.98
V4582 10/14/2021 Manual Check	STREHLOW, ASHLEY Pay period 09/27/2021 to 10/10/2021	1,069.98
V4583 10/14/2021 Manual Check	STROIK, MATTHEW Pay period 08/30/2021 to 10/10/2021	277.05
V4584 10/14/2021 Manual Check	TENNIE BOCHE, DEBBY Pay period 09/27/2021 to 10/10/2021	184.70
V4585 10/14/2021 Manual Check	WINKLER, RANDY Pay period 09/27/2021 to 10/10/2021	93.91
V4586 10/28/2021 Manual Check	ANDERSON, CHELSEA E Pay period 10/11/2021 to 10/24/2021	1,261.50
V4587 10/28/2021 Manual Check	ANDERSON, ERIC Pay period 10/11/2021 to 10/24/2021	1,598.27
V4588 10/28/2021 Manual Check	ANDERSON, LISA Pay period 10/11/2021 to 10/24/2021	574.09
V4589 10/28/2021 Manual Check	ANDERSON, RONALD J Pay period 10/11/2021 to 10/24/2021	2,827.56
V4590 10/28/2021 Manual Check	BARKE, RITA Pay period 10/11/2021 to 10/24/2021	384.66
V4591 10/28/2021 Manual Check	BREITENBACH, SHANE P Pay period 10/11/2021 to 10/24/2021	1,666.04

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PNB - CITY CHECKING ALL Checks

Check Nbr Check Date	Payee	Amount
V4593 10/28/2021 Manual Check	COX, KATHERINE Pay period 10/11/2021 to 10/24/2021	670.95
V4594 10/28/2021 Manual Check	FINNELL, NORMAN W Pay period 10/11/2021 to 10/24/2021	596.34
V4595 10/28/2021 Manual Check	GABLE, RUSSELL Pay period 10/11/2021 to 10/24/2021	1,265.17
V4596 10/28/2021 Manual Check	HINKFUSS, DONNIE Pay period 10/11/2021 to 10/24/2021	567.44
V4597 10/28/2021 Manual Check	HOEFT, ZACHARY Pay period 10/11/2021 to 10/24/2021	1,472.10
V4598 10/28/2021 Manual Check	HULL, ASHLEY N Pay period 10/11/2021 to 10/24/2021	133.46
V4599 10/28/2021 Manual Check	MILHANS, VICTOR Pay period 10/11/2021 to 10/24/2021	122.55
V4600 10/28/2021 Manual Check	ROESCH, RYAN Pay period 10/11/2021 to 10/24/2021	215.80
V4601 10/28/2021 Manual Check	STONER, SHANNON Pay period 10/11/2021 to 10/24/2021	1,063.98
V4602 10/28/2021 Manual Check	STREHLOW, ASHLEY Pay period 10/11/2021 to 10/24/2021	1,030.15
V4603 10/28/2021 Manual Check	TENNIE BOCHE, DEBBY Pay period 10/11/2021 to 10/24/2021	367.20
V4604 10/28/2021 Manual Check	WINKLER, RANDY Pay period 10/11/2021 to 10/24/2021	93.91
V4605 10/28/2021 Manual Check	BUETTNER, ANNALISE Pay period 10/11/2021 to 10/24/2021	1,113.81
DEFCOMP 10/11/2021 Manual Check	WISCONSIN DEFERRED COMPENSATION PROGRAM 10/14/2021 PAYROLL	135.00
DEFCOMP 10/28/2021 Manual Check	WISCONSIN DEFERRED COMPENSATION PROGRAM PAYROLL 10.28.2021	135.00
DEPTREV 10/11/2021 Manual Check	WISCONSIN DEPARTMENT OF REVENUE 10.14.21 PAYROLL	932.54
	WISCONSIN DEPARTMENT OF REVENUE PAYROLL 10.28.2021	1,001.20
10182021 10/18/2021 Manual Check	DELTA DENTAL November Premuims	740.30
11202021 10/28/2021 Manual Check	GILLETT WATER & SEWER - EFT	986.93

11/03/2021

3:47 PM

Reprint Check Register - Quick Report - ALL

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PNB - CITY CHECKING

ALL Checks

Posted From:

10/01/2021

From Account:

Check Nbr

10/31/2021 Thru:

Check Date

Thru Account:

Payee ELEVATE 97 Amount

TAKE OFF TAX 10/19/2021

-1,474.20

Manual Check

Grand Total

140,865.89

PNB - CITY CHECKING ALL Checks

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	69,511.53
Total Expenditure from Fund # 220 - LIBRARY	11,772.00
Total Expenditure from Fund # 320 - TIF 2	447.50
Total Expenditure from Fund # 330 - TIF 3	447.50
Total Expenditure from Fund # 600 - UTILITY FUND	12,548.46
Total Expenditure from Fund # 700 - CAPITAL OUTLAY	44,531.90
Total Expenditure from Fund # 950 - DEBT SERVICE	1,607.00
Total Expenditure from all Funds	140,865.89

Reprint Check Register - Quick Report - ALL 11/03/2021 3:47 PM

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PNB - UTILITY CHECKING ALL Checks

Check Nbr	Check Date	Payee	Amount
4174	10/04/2021	BADGER METER	49.10
4175	10/04/2021	GAD IN #19N00001	160.00
4176	10/04/2021	LISOWE HEATING & COOLING FURNACE FOR NEW UTILITY SHOP	12,000.00
4177	10/04/2021	WE ENERGIES	5,487.51
4178	10/06/2021	WE ENERGIES WORK REQUEST FOR LAKE STREET	185.00
4179	10/13/2021	BUSINESS CARD AMAZON PRIME	29.75
4180	10/13/2021	CELLCOM INVOICE#444885	154.10
4181	10/13/2021	GPM INVESTMENTS SOUTHEAST-ACH	4.99
4182	10/13/2021	MIDWEST METER INC	88.60
4183	10/13/2021	PUBLIC SERVICE COMMISSION OF WISCONSIN INVOICE#RA22-I-02220	688.95
4184	10/13/2021	TRUE VALUE	572.75
4185	10/18/2021	ENVIRONMENTAL IMPROVMENT FUND WI - 10th FLOOR 18549	25,553.76
4186	10/19/2021	AYRES ASSOCIATES INC INVOICE#194713	650.97
4187	10/19/2021	GARROW OIL MARKETING, INC	6.20
4188	10/19/2021	PAT'S MARKET	55.99
4189	10/27/2021	BUSINESS CARD	3,470.85
4190	10/27/2021	CTW CORPORATION Invoice#40254	1,050.00
4191	10/27/2021	GAD INVOICE #1A100906 & 19T00001	227.20
4192	10/27/2021	HAWKINS INC	2,050.52
4193	10/27/2021	MCCLONE W/COMP INS -	525.48

PNB - UTILITY CHECKING ALL Checks

Check Nbr	Check Date	Payee		Amount
4194	10/27/2021	OCONTO ELECTRIC		2,272.62
4195	10/27/2021	WE ENERGIES		3,419.82
4196	10/28/2021	GILLETT POSTMASTER 11/20		216.00
11202021 M	10/28/2021 anual Check	GILLETT WATER & SEWER - EFT		31.30
, ,	10/01/2021 anual Check	GPM INVESTMENTS SOUTHEAST-ACH		4.99
	10/13/2021 anual Check	GPM INVESTMENTS SOUTHEAST-ACH		-4.99
			Grand Total	58,951.46

FUIL CALL'S - 6 10-5 - AUTO AID - UNDERHILL HIFT ASSIST 10-15 - SENECA J ALARM 10-16 - SENECA J ALARM 10-20 - SENECA 10-27 - MABAS - PLANE CRASH 11-1 - SENECA - ALARM 1- TRAINING - THE HOUSE TRAINING AT THIS TIME 4- PERSONAL IN FIRE OFFICER # 1 2- LIVE FIRE BURN AT ZAHN'S FARM, TOWN OF GIUSTI - UNDERHILL-CITY OF GIUSTI - SAT OCT 9—

RESPECTIVELY SUBMITTED

APPLICATION FOR PERMIT TO DISCHARGE FIREWORKS

This permit application must be completed and submitted to the City Clerk for approval by the Health, Protection and License Committee 30 days prior to the discharge of fireworks by any organization or individual in the City of Gillett.

Name of Organization/Individual: 6111ett BUSTNESS 14881.
Address and phone number: POBOX 454 GILCHT WI SULAY 920-598-
Name of person who will be lighting off the fireworks: Wolk endeavors
Attach a copy of the certification card for person lighting fireworks.
Date and time of fireworks display: December 48 65pm Aprex. Freuerics
Names of clean up crew: Ivened Steve Brake - GBD members
All debris must be cleaned up within 24 hours after the launching of fireworks.
Attach a diagram showing location of launching area(s) for fireworks including distances from
Buildings and/or shelters.
Attach a letter of approval from property owner on which fireworks display will be launched. City property
Attach proof of insurance.
Attach an inventory of fireworks to be presented. Low ground freworks the previous years.

POLICY FOR LAUNCHING FIREWORKS DISPLAY

- 1. Copy of city permit must be given to property owner.
- 2. All grass within a 100-foot minimum from launching area, unless property owner specifies greater distance, must be cut within 24 hours of launching time.
- 3. Access to launching area, as designated on application form by Health, Protection & Licensing committee, only permitted to those people that are required to be on site (i.e. Fire Department personnel, pyro technician.)
- 4. All property must be restored to original condition.
- 5. No persons under the influence of alcoholic beverages and no alcoholic beverages will be permitted in launching area.
- 6. City Clerk shall forward copy of permit to Fire Chief.
- 7. City permit must be displayed in launching area.

NT City Hall Lions -, (-40'-> Fireworks 个30′ Park St.

Auto-Owners Ins. Co.

AGENCY LENA INSURANCE SERVICES LLC

23-0014-00

MKT TERR 108

INSURED GILLETT BUSINESS ASSOCIATION

Issued

11-03-2020

POLICY NUMBER 992323-61438342-21 Company Bill

61-23-WI-9901

Term 01-03-2021 to 01-03-2022

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$1,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$300,000
Personal And Advertising Injury	\$300,000
Each Occurrence	\$300,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

LOHII2 a	iat apply to ans c				(0-)	CC146	106 011	TT 0001	(07 02)
55405	(07-08)	59350	(01-15)	IL0017	(11-85)	55146	(06-04)	100021	(07-02)
22402	(0, 00)			000100	/OF 14\	CG2002	(11-85)	ന്ദ്രവവ 1	(04-13)
55712	(08-15)	59546	(01-17)	CG2106	(05-14)	CG2002	(11-05)	CGOOOI	(04.13)
	•		(06 15)	EE020	(05-17)	CG2196	(03-05)	CG21/32	(05-09)
55513	(05-17)	CG2109	(06-15)	55029	(03-17)		•	002102	(05 05)
			/OF 17\	E032E	(12-19)	TT:0283	(11-18)	59390	(11-20)
CG2147	(12-07)	55885	(05-17)	33323	(+ 2 + 2 /	11010	\ -		(,

LOCATION 0001 - BUILDING 0001

Location: 130 E Main St, Gillett, WI 54124-9301

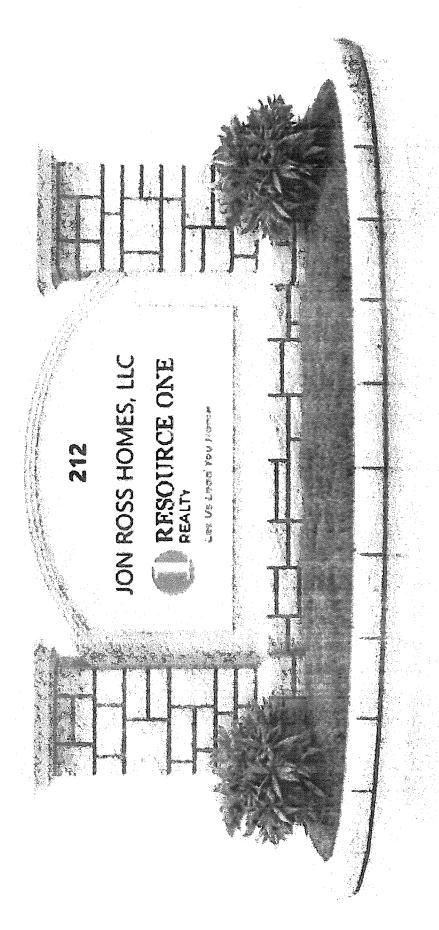
Territory: 003

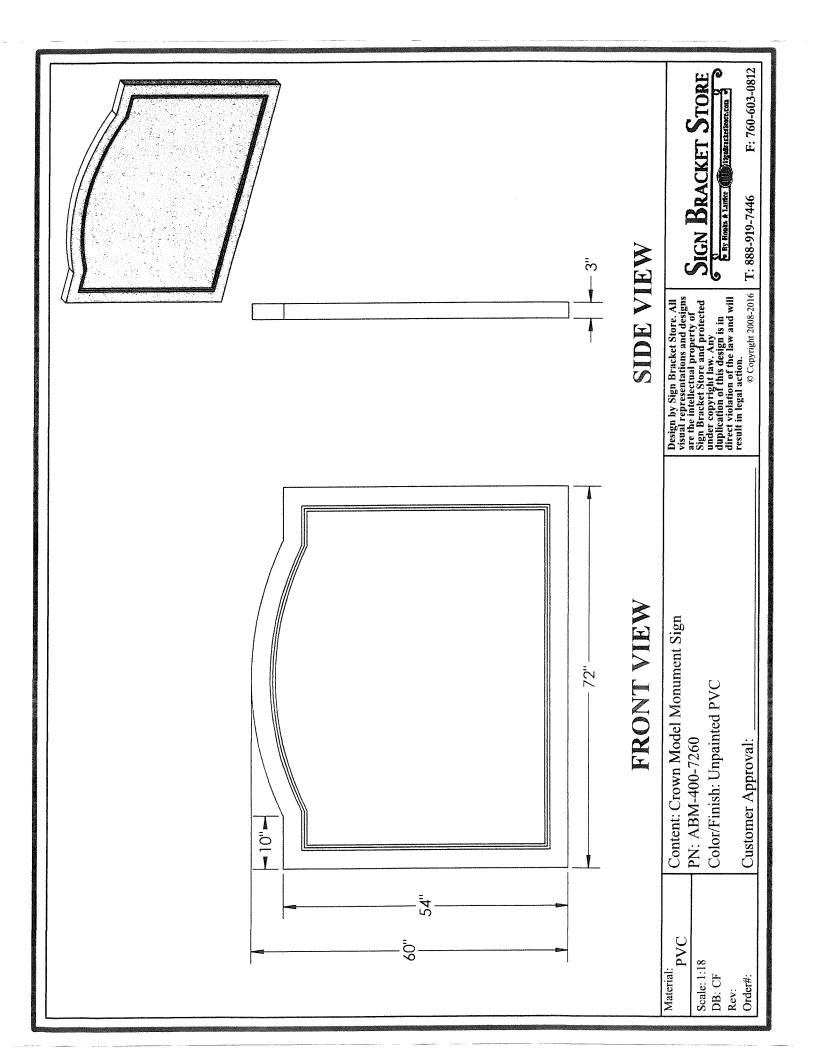
County: Oconto

lerritory: 003					
CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (For-Profit)	41669	Prem/Op Prod/Comp Op	§	Each 1 1.173 .050	\$53.00 \$2.00
					0051411114

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY						
TERRORISM - CERTIFIED ACTS	SEE FORM: 59350, 55405, 59390		\$1.00			
		LOCATION 0001	\$56.00			







City of Gillett, WI Monday, November 1, 2021

Chapter 22. Signs

§ 22-6. Signs allowed by permit.

A. General.

- (1) All signs under this section shall be allowed by issuance of a sign permit under § 22-12 of this chapter.
- (2) There shall be no more than two signs total per lot unless expressly stated. All logos and insignia on a wall of the building or accessory structure shall be counted as one sign.
- (3) No sign shall be located closer than 10 feet to any property line or driveway. All signs must be located no closer to the right-of-way than the designated front or side yard setback, whichever is applicable.

B. Signs allowed in residential districts.

- (1) Home occupation signs.
 - (a) There shall be only one sign allowed per lot.
 - (b) Signs advertising a home occupation shall not exceed 12 square feet in size and shall not be illuminated.
 - (c) Home occupation signs shall be limited to either a ground sign or a freestanding sign not exceeding four feet in height from the natural grade.
 - (d) Landscaping may be required at the discretion of the Planning Committee.
- (2) Multifamily, apartment complex and mobile home park signs.
 - (a) Type. Multifamily, apartment complex, or manufactured home park identification signs shall be ground signs.
 - (b) Number. There shall not be more than one identification sign per complex.
 - (c) Area. Subdivision identification signs shall not exceed 36 square feet in area per sign.
 - (d) Location. Subdivision identification signs shall not be located closer than 10 feet to any property line, right-of-way, or driveway.
 - (e) Placement of sign shall be subject to the vision setback regulations dependent upon which district the sign is located.
 - (f) Height. Such identification signs shall not exceed six feet in height as measured from preconstruction grade at the base of the sign.
 - (g) Landscaping. Landscaping around the base of ground signs or freestanding signs shall be required at the discretion of the Planning Committee.
 - (h) Illumination. No electronic signs shall be permitted in these districts. All lighting shall be directed at the face(s) of the sign.
- (3) Signs accessory to conditional use. These signs shall be limited to churches, fraternal clubs/lodges, and similar institutional uses.
 - (a) Limited to one ground sign, one wall sign, and one changeable copy sign per parcel. No more than 50% of the total sign area may consist of changeable copy.
 - (b) Total sign area permitted for signs accessory to conditional uses shall be determined by the length of the front facade of the principal building, not including home occupation signs. When the parcel fronts two or more streets, the front facade shall be the side of the building where the main entrance is located.

Length of Facade (feet)	Maximum Size (square feet)	Length of Facade (feet)	Maximum Size (square feet)
15 or less	40	85 or less	96
20 or less	44	90 or less	100
25 or less	48	95 or less	104
30 or less	52	100 or less	108
35 or less	56	105 or less	112
40 or less	60	110 or less	116
45 or less	64	115 or less	120
50 or less	68	120 or less	124
55 or less	72	125 or less	128
60 or less	76	150 or less	148
65 or less	80	175 or less	168
70 or less	84	200 or less	188
75 or less	88	225 or less	200
80 or less	92	250 or less	220



On-property (or on-premises) signs advertise for a business that is conducted on the property. The sign

may be on the structure of a building, or free-standing. If the sign is free-standing, it must be located on the same premises on which the activity is conducted.

Provided the following requirements are met, WisDOT does not require a permit for on-property signs located on state-controlled routes. However, if your sign does not meet the below requirements, then you must apply for an off-property sign permit and all off-property permit requirements apply.

Location requirements

- · The sign must:
 - Be located within the immediate vicinity of the business activities conducted on the property. Immediate vicinity is defined as:
 - The area bounded by the buildings, driveways and parking areas, OR
 - Within 50 feet of those areas
 - Not be located across a street or road from where the business is conducted
 - Not be located on a narrow strip
- Additionally, the sign must:
 - Be located entirely on the business property (includes overhang and landscaping)
 - Be outside of any setbacks (includes overhang and landscaping)
 - Not encroach onto the highway right of way
 - Not constitute a safety hazard (i.e., does not impede adequate traffic vision lines for all roads and all access points that serve this business)

Content requirements

- The sign must advertise only activities conducted on the property on which the sign is located. This includes:
 - Name of establishment
 - Principal products or services offered on the premises
- No <u>off-property</u> advertising is allowed

On-property sign laws

- Wisconsin Statute s. 84.30(3)(c)
- Wisconsin Administrative Code ss. Trans 201.02(9) and 201.19
- A Code of Federal Regulations Part 750 (23 C.F.R. 750)
- FHWA History and Overview of the Federal Advertising Control Program, On-property signs

Note on local authorities: Most local authorities (counties and municipalities) also have regulations or ordinances regarding signage in their jurisdiction. It is the sign owner's responsibility to follow local laws. Where state and local regulations differ, the more restrictive requirements govern.

Variance For an Illuminated Yard Sign

<u>Subject:</u> I am seeking a variance to be added to my Home Occupational Permit by the City of Gillett to be able to have a lighted Yard Sign for my Real Estate Business located at 212 N McKenzie Ave. Gillett, WI 54124. The signs Location will be in the front yard 6 feet back from the sidewalk and 6 feet from the left side of the driveway, the overall size of the sign will be 12 cubic feet as to be visible to traffic traveling on State Highway 22. Please indicate if you do not want to have an illuminated sign in a residential area or if you are okay with having an illuminated sigh in a residential area. Thank You for your participation.

<u>Name</u>	<u>Address</u>	
1. Zachary Buhn	208 N. McKenzir St (Yes)	No
2. Sunny Berendt	204 N. McKenzie St. Yes	
	219 n mckenzie Stres	
	216 N McKenzingles)	
	26 N Mikove (Yes)	
6. Julm Lange	216 NMCKesil (res)	
7. Dean Philyson		
8.	Yes	
	Tes	No

COLLECTIVE BARGAINING AGREEMENT

2022-2024

CITY OF GILLETT AND GENERAL TEAMSTERS UNION LOCAL 662

ARTICLE I-RECOGNITION

<u>Section 1.01</u> – The City of Gillett recognizes the General Teamsters Union Local 662 as the exclusive bargaining representative for all mandatory subjects of bargaining for all regular full-time and regular part-time employees having the power of arrest employed by the City of Gillett, except supervisory, managerial, confidential and all other employees.

ARTICLE II - MANAGEMENT RIGHTS

<u>Section 2.01</u> – The Employer has the sole right to operate the City government and all management rights repose in it, subject only to the express provisions of this agreement and applicable law. The Employer's rights include, but are not limited to the following:

- (a) To plan, direct, and control the working force;
- (b) To schedule and assign work to employees;
- (c) To exchange existing methods or facilities and introduce new or improved methods or facilities;
- (d) To determine the means, methods and personnel for the continuance of the operation;
 - (e) To establish standards and maintain the efficiency of the Police Department;
 - (f) To contract out for goods and services;
- (g) To determine the kinds and amounts of services to be performed as pertains to City government operations and the number and kinds of classifications to perform such services:
 - (h) To adopt reasonable rules and regulations for the Police Department;
- (i) To hire, promote, lay-off, or relieve the employees from duty because of lack of work;
 - G) To take whatever action is necessary to comply with State or Federal law; and
- (k) Take whatever action is necessary to carry out the functions of the City in situations of emergency.

Notwithstanding the foregoing, the Employer agrees to comply with the provisions of this Agreement and the applicable Wisconsin Statutes.

ARTICLE III - UNION ACTIVITY

<u>Section 3.01</u>-The Union shall have the right to post Union material on a designated portion of the bulletin board on the Employer's premises.

<u>Section 3.02</u> – Union meetings or meetings with the employees' representative for purposes of collective bargaining or grievances may be attended by employees during work hours without loss of pay subject to recall to work and provided that such employees do not hamper the efficient operation of the Department.

ARTICLE IV -SENIORITY

<u>Section 4.01</u> – Seniority shall be determined by the employee's length of service as of the first date of employment by the Employer after any break in service.

<u>Section 4.02</u> – All new employees shall be on probation for a period of twelve (12) months. **If** the employee proves unsatisfactory or unfit for continuance in the service during the probationary period, the employee shall be terminated on recommendation of the Chief of Police to the City Council or designated Committee, without recourse to the Grievance Procedure.

Section 4.03 – Should it become necessary to lay off any full time members of the Department, the City shall lay off such employee in inverse order to their length of service with the Department, provided the employees remaining on the job are qualified to perform the work. If a vacancy occurs within one (1) year of the layoff, rehiring of employees that have been laid off shall be in reverse order to that of laying off provided the recalled employees are qualified to perform the available work. An employee who quits or fails to report with seven (7) days from postmark on the date of recall shall lose all prior seniority rights. The notice of recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. Employees on lay off shall forward any change of address to the City Clerk.

ARTICLE V - GRIEVANCE PROCEDURE

Section 5.01 -Definition: The term "grievance" means a dispute between the Employer and the Union concerning interpretation, application or violation of an express term of this agreement. All days referred to in this article shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays. Furthermore, all time limits in this procedure may be extended by mutual agreement of the parties.

Section 5.02 - Procedure: A grievance shall be handled in the following manner:

: The grievance shall be reduced to writing and submitted to the Chief of Police or designee within ten (10) working days. The Chief of Police or designee shall respond in writing within ten (10) working days.

Step 2: If the grievance is not satisfied in Step 1, it shall be presented to the City Council or designated Committee within ten (10) working days. The City Council or designated Committee shall respond within ten (10) working days

: If the grievant is not satisfied with the decision in Step 2, he/she may request that the grievance be determined by an arbitrator. Notification of this decision must be sent to the City within ten (10) days of receiving the answer from the City or within ten (10) days of when the answer from the City was due.

<u>Step 4 – Arbitration:</u> Any grievance that cannot be settled through the above procedures may be submitted to an arbitrator who shall be appointed from a panel of arbitrators provided by the WERC or, if the parties agree, from a panel of staff of the Wisconsin Employment Relations Commission (WERC). The arbitrator selected from the panel shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing the arbitrator shall render a written decision to both parties, which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

<u>Section 5.03</u> – Both parties shall be responsible for any and all costs and out-of-pocket expenses incurred by the individual party.

ARTICLE VI -DISCIPLINE

<u>Section 6.01</u> – Any discipline imposed shall be pursuant to City of Gillett Municipal Code Section 3.4 A. (5), Police and Fire Disciplinary Review Committee, and subject to the grievance procedure to the extent required by law.

ARTICLE VII-WORK HOURS

<u>Section 7.01</u> – The work schedule of the Police Department shall be as assigned by the Police Chief and shall be posted at least two weeks prior to when such shifts shall be worked. A structural change to the schedule shall be posted at least one month prior to its effective date and shall remain in place for at least one year unless otherwise agreed by the parties. A shift may be changed in the event of an emergency, special assignment, or as approved by the Police Chief.

<u>Section 7.02</u> – Any overtime shall be paid on all hours over the regular scheduled shift worked. All hours shall be authorized by the Chief of Police or authorized designee prior to incurring same.

Section 7.03 — With the Chief's approval, the employee working overtime shall have the alternative to be paid for such overtime at the rate of one-and-one-half ($1 \frac{1}{2}$) times the number of hours of overtime worked, or compensatory time off at the rate of one-and-one-half ($1 \frac{1}{2}$) times the number of overtime hours worked. Compensatory time hours in excess of eighty (80) not scheduled by December 1 of the current year shall be paid out in the first paycheck after December 1. Eighty (80) hours maximum may be carried over into the following year.

Section 7.04 – An officer called to duty from off duty shall be entitled to call-out pay. Call out pay is defined as a minimum of two hours pay at 1 12 the employee's regular rate of pay and pay

at 1 ½ the employee's regular rate of pay for any time worked in excess of the 2 hours minimum. Call out time will end at the start of the regular scheduled work day. Shift extensions and regular meeting attendance is not covered under call out time.

<u>Section 7.05</u> – Employees shall be entitled to fifteen minutes of break time for each four hours worked. These fifteen minute breaks may be combined for a thirty minute lunch break with approval of the Police Chie£

<u>Section 7.06</u> – Officers will be compensated for required departmental, informational and training meetings consistent with Departmental policy, including approved expenses.

<u>Section 7.07</u> – Call in pay for part time officers with less than 24 hours' notice to cover an open or vacant shift shall receive 2 hours pay at one and one-half times the current rate in addition to the regular hours worked at regular pay.

<u>Section 7.08</u> - Officers shall be provided with the required training as mandated by the County prosecutor, the Attorney General or through various state or federal statutes or rules. Said time in training shall be paid at the Officer's regular rate of pay.

Section 7.09 - There shall be at least one bargaining unit member developed as an FTO.

ARTICLE VIII -WAGES

Section 8.01 – Wages shall be paid according to the wage scale attached hereto as Appendix "A."

Section 8.02_Employees shall be paid pursuant to the City's payroll policies.

Section 8.03_Pay checks will be direct deposited to the employee's account of choice.

ARTICLE IX -RETIREMENT CONTRIBUTIONS

<u>Section 9.01</u> – For eligible employees, the Employer will pay the Employer's share of the Wisconsin Retirement System and Employee shall pay the Employee's share.

<u>Section 9.02</u> – Employees may voluntarily participate at their own expense in the Wisconsin Deferred Compensation Program subject to the terms of the Program.

ARTICLE X -STRIKE

<u>Section 10.01 – No Strike</u>: The Union agrees for itself and its members that there shall be no direct or indirect picketing, strikes, sympathetic strikes, sit-downs, concerted acts of work stoppage, slowdown or refusal to perform any customarily assigned duties for the Employer. The Employer agrees there shall be no lockout during the life of this agreement; it being the mutual desire of the parties to provide for uninterrupted, continuous, and efficient law enforcement protection for the public.

ARTICLE XI - DUES DEDUCTION

Section 12.01 - Dues Deduction: The Employer agrees to deduct monthly dues in the amount certified by the Union from the pay of employees who individually sign dues check-off authorization forms supplied by the Union. The Employer shall deduct the certified amount from the first paycheck each month of each employee requesting such deductions following receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Union in one lump sum not later than the 15th of each month. Employees may voluntarily designate deductions for the Teamsters Legal Defense Fund. An employee must work twenty-four (24) hours or more in a given month for a deduction to be made in that month for dues or the Teamsters Legal Defense Fund.

The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

ARTICLE XII - HEALTH INSURANCE

Section 13.01 - The City will contribute 88% to the premium for family coverage and 88% for single coverage to the City's health insurance plan on behalf of eligible employees.

Section 13.02 - Employees may participate in the City's AFLAC plan, or any successor plan offered by the City, pursuant to the terms of such plan.

ARTICLE XIII - VACATION

Vacation time shall be available to all employees upon their being hired on a full-time basis. Employees shall be compensated at their regular rate of pay for vacation time.

The number of hours of vacation time shall be determined as per the following schedule: First

Calendar Year of Service:

48 hours Date of employment is January 1-March 31 Date of employment is April 1- June 30 36 hours Date of employment is July 1-September 30 24 hours Date of employment is October 1-December 31 12 hours Second Calendar Year of Service 84 hours Third through Seventh Year of Service 120 hours Eighth through Twelfth Year of Service 180 hours Thirteenth through Nineteenth Year of Service 240 hours Twentieth Year of Service through Termination

12 hours per year up to 300 hours

A vacation is earned in the prior year, with the exception of the first year. Any unused vacation due to an employee upon termination shall be paid to the employee at their ending rate of pay. The vacation available during the first year of employment will not be deemed earned until an employee's first anniversary date. Therefore, if an employee terminates during the second calendar year of service and prior to their first employment anniversary date, any vacation used during that 2nd calendar year shall be repaid to the City from the employee's final payroll check.

All vacations must be scheduled and approved by the Chief or designee. Circumstances beyond the City's control might require cancellation of a selected vacation time.

Vacation hours are not to be carried over into the next calendar year unless approved by the Chief or designee and the Finance & Personnel Chair due to extenuating circumstances. If vacation carryover is not approved, remaining vacation hours not taken within the calendar year will not be paid.

ARTICLEXIV-SICK LEAVE

Sick leave benefits are intended solely to provide income protection in the event of illness or injury. Sick leave shall be available to all full time employees for illness of the employee or employee's spouse, child, step-child or domestic partner. Employees shall be compensated at their regular salary for sick leave. The number of hours of sick leave shall be determined as per the following schedule:

First Calendar Year of Service:

Date of employment- January 1 – March 30	48 hours
Date of employment- April 1 – June 30	36 hours
Date of employment- July 1 – September 30	24 hours
Date of employment- October 1 – December 31	12 hours
Second Calendar Year of Service	72 hours
Third Calendar Year of Service	84 hours
Fourth Calendar Year of Service	96 hours
Fifth Calendar Year of Service	108 hours
Sixth Calendar Year of Service	120 hours

There shall be a cumulative limit of 540 hours of unused sick time.

Upon voluntary and involuntary termination the employee will not receive any of the accumulated unused sick time pay.

If employee retires with under 20 years of service, employee shall receive one hour's pay for each five hours of accumulated unused sick time with proof of retirement from the State of Wisconsin. If employee retires at or after 20 years of service, employee shall receive one hour's pay for one hour of accumulated unused sick time up to the maximum of 540 hours.

Employees wanting to make use of sick leave shall contact the Police Chief if they will be unable to work his/her scheduled shift.

Employees on sick leave for more than three (3) consecutive days or demonstrating a questionable pattern of usage shall be required to submit a doctor's return to work slip to the Clerk/Treasurer.

ARTICLE XV -POST EMPLOYMENT HEALTH PLAN (PEHP)

Upon voluntary termination or retirement of employment with the City of Gillett, sick time, comp time, and vacation time within the limits of accumulation as defined in the various Articles covering those topics in this Agreement, may be paid into the employee's Post Employment Health Plan (PEHP) to the extent as permitted under the applicable Article.

Upon involuntary termination of employment with the City of Gillett, comp time and vacation time within the limits of accumulation as defined in the various Articles covering those topics in this Agreement, may be paid into the employee's Post Employment Health Plan (PEHP) to the extent permitted under the applicable Article.

ARTICLE XVI-BEREAVEMENT LEAVE

Full-time employees shall be entitled to five days paid leave for the purpose of attending to matters caused by the death of a member of their immediate family. Immediate family member shall include spouse, domestic partner as defined by Family Medical Leave Act, parent, stepparent, child, step-child, brother or sister. Full-time employees shall be entitled to a total of three days paid leave per year for the purpose of attending to matters caused by the death of other relatives not described as immediate family. Vacation, comp time and up to three (3) sick days may be used for leave in addition to the bereavement leave with approval of the Chief or designee or the Mayor.

ARTICLE XVII-HOLIDAYS AND PERSONAL DAYS

Full-time employees shall receive Holiday Pay for each holiday equal to eight hours wages at their regular rate of pay. In addition, full-time employees scheduled to work on a holiday shall be paid at a rate of 1½ hours of pay for each hour worked. Full-time employees who work on the holiday shall have the opportunity to take compensatory time in lieu of Holiday Pay. Part-time Police personnel scheduled to work on a holiday shall be paid at a rate of 1 1/2 hours of pay for each hour worked. The following shall be considered holidays for the Police Department: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and ½ day on December 24, and Christmas Day. Any full-time police officer who is called out for an emergency on a holiday will receive an additional minimum three hours pay at their regular rate. Holiday pay will apply to shifts which start within the 24 hours of the holiday.

Full-time Police Department personnel shall receive three (3) personal days. Each enables them to one day off with pay at their regular rate for the number of hours of the regularly scheduled workday then in effect. This day may be taken at any time with the Police Chief's prior approval.

ARTICLE XVIII -MILITARY LEAVE

The City complies with all state and federal laws regarding military leave and re-employment rights. Employees who anticipate an absence from work because of obligations in the armed forces or the National Guard should advise the Chief and City Clerk upon receipt -of such information.

ARTICLE XIX -JURY DUTY

Employees shall be granted a leave of absence with pay if called for jury duty and will continue to receive their regular-pay from the City, provided the employee endorses over to the City their jury pay upon receipt such pay. Failure to endorse jury duty pay will result in a deduction of an amount equal to the jury pay from future paychecks.

ARTICLE XX - UNIFORMS

The City desires to maintain a professional appearance for its officers and provide appropriate safety equipment. Full time employees shall receive three sets upon start date and then one uniform per year, part time employees will receive one upon start date and then on an as needed basis.

ARTICLE XXII-SEVERABILITY, CONDITIONS OF AGREEMENT, AMENDMENT AND SAVINGS CLAUSE

<u>Section 22.01</u> – This agreement constitutes an entire agreement' between the' parties and no verbal statement shall supersede any of its provisions.

<u>Section 22.02</u> – Neither party to this agreement waives any rights possessed by it under state or federal Jaws, regulations or statutes. It is intended by the provisions of this agreement that there be no abrogation or limits of these duties, obligations, or responsibilities of the Employer which are now provided for by the Wisconsin Statutes. In the event of conflict between the provisions of this agreement and such Wisconsin Statutes, the latter shall, in all cases, be applicable and shall prevail.

<u>Section 22.03</u> – This agreement may not be amended, altered, or added to except by the mutual consent of the parties in writing.

<u>Section 22.04</u> – If any article of the agreement or an addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or of compliance with, or enforcement of any article should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining and negotiations for purposes of arriving at a mutually satisfactory replacement for this article.

ARTICLE XXI – DURATION

This Agreement shall become effective January 1, 2022 and shall remain in full force and effect through December 31, 2024 and shall be automatically renewed from year to year thereafter unless either party shall serve upon the other a written notice of desire to negotiate changes or

additions to this Agreement not later than July 1st of each year, or no later than July 1 st any year thereafter.
In Witness Whereof, the parties hereto have executed this Agreement on the day of, 2021.
CITY OF GILLETT
By: Title:
Date:
TEAMSTERS LCOAL 662
By: Title:
Date:

APPENDIX "A"

January 1, 2022 +1.5%	July 1, 2022 +1.5%
January 1, 2022 +1.5%	July 1, 2022 +1.5%

Police Officer

Hire \$23.64 \$23.99

After 6 months \$24.21 \$24.57

After 1 year \$24.76 \$25.13

January 1, 2023 +1.25% July 1, 2023

+1.25%

Police Officer

Hire \$24.29 \$24.59

After 6 months \$24.86 \$25.17

After 1 year \$25.44 \$25.76

January 1, 2024 +1.25% July 1, 2024

+1.25%

Police Officer

Hire \$24.90 \$25.21

After 6 months \$25.48 \$25.80

After 1 year \$26.08 \$26.41

Following 2 years of employment employees will be paid an additional twenty-five cents (\$.25) per hour.

Part-time Police Officer

Hire \$17.00 After 250 hours of Field training \$17.83

Officer who is currently in field training will receive \$2.00 less per hours and the training officer will received \$2.00 more per hour.

Officers shall receive a shift differential of \$.50 per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

CITY OF GILLETT COUNTY OF OCONTO, WISCONSIN

ORD.	NO.			

AN ORDINANCE ADOPTING A REVISION AND CODIFICATION OF THE ORDINANCES OF THE CITY OF GILLETT, WISCONSIN

The Common Council of the City of Gillett does hereby ordain as follows:

§ 1-11. Code adopted; existing ordinances continued.

Pursuant to § 66.0103, Wis. Stats., the ordinances of the City of Gillett of a general and permanent nature adopted by the Common Council of the City of Gillett, as revised and codified and consisting of Chapters 1 through 25, together with an Appendix, are hereby approved, adopted, ordained and enacted as the Code of the City of Gillett, hereinafter referred to as the "Code." The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments. This ordinance and the Code adopted hereby shall supersede and replace the 2004 Code of Ordinances, as amended and supplemented.

§ 1-12. Code on file; additions and amendments.

- A. In accordance with § 66.0103, Wis. Stats., a copy of the Code has been filed in the office of the City Clerk and made available for public inspection for not less than two weeks prior to adoption of this ordinance and, following adoption of this ordinance, such copy shall be maintained and available for public inspection in the office of the City Clerk.
- B. Additions or amendments to the Code, when adopted in such form as to indicate the intent of the Common Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the City of Gillett" shall be understood and intended to include such additions and amendments.

§ 1-13. Notice; publication.

The Clerk of the City of Gillett shall cause notice of the passage of this ordinance to be given in the manner required by law. The notice of passage of this ordinance coupled with the filing of the Code in the office of the City Clerk as provided in § 1-12 shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-14. Severability.

Each section of this ordinance and of the Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof. If any provision of this Code or the application thereof to any person or circumstances is held

invalid, the remainder of this Code and the application of such provision to other persons or circumstances shall not be affected thereby.

§ 1-15. Repealer.

- A. Ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the City of Gillett which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. The following have been excluded from the Code and are specifically repealed:
 - (1) Chapter 10, Article III, Smoking Ban, of the 2004 Code, adopted 8-5-2010 by Ord. No. 9-2010.

§ 1-16. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-15 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to March 5, 2020.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.
- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, naming, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the City's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract or obligation.
- I. The levy or imposition of taxes, assessments or charges.
- J. The annexation or dedication of property or approval of preliminary or final subdivision plats.
- K. Ordinances providing for local improvements or assessing taxes or special assessments therefor.

- L. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- M. Any legislation relating to or establishing a pension plan or pension fund for municipal employees.
- N. Any ordinances adopting or amending the Zoning Map or otherwise rezoning property.
- O. Any charter ordinances.
- P. Any ordinance or portion of an ordinance establishing or amending a specific fee amount for any license, permit or service obtained from the City.
- Q. Any ordinance or portion of an ordinance establishing or amending a deposit or bond schedule.
- R. Any ordinance or portion of an ordinance establishing or amending rates or charges for water or sewer service.

§ 1-17. Changes in previously adopted ordinances; new ordinances.

- A. In preparing the revision and codification of the ordinances, certain minor grammatical and nonsubstantive changes were made in one or more of said ordinances, and references to state statutes and regulations were updated to reflect the numbering and titles of the statutes and regulations as of the publication of this Code. It is the intention of the City Council that all such changes be adopted as part of the Code as if the ordinances so changed had been formally amended to read as such.
- B. In accordance with § 66.0103, Wis. Stats., the Code of the City of Gillett, on file in the office of the City Clerk, is adopted and incorporated by reference, including the revisions set forth in Schedule A attached hereto and made a part hereof.

§ 1-18. Titles and headings; editor's notes.

- A. Chapter and article titles, headings and titles of sections and other divisions of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-19. Altering or tampering with Code; violations and penalties.

It shall be unlawful for anyone to change, alter or tamper with the Code in any manner which will cause the laws of the City of Gillett to be misrepresented thereby. Anyone violating this section shall be subject, upon conviction, to a penalty as provided in § 1-6 of the Code.

§ 1-20. When effective.

This ordinance shall take effect upon final passage and publication or posting as provided by law.

City of Gillett Code Adoption Ordinance

Schedule A

Specific Revisions at Time of Adoption of Code

Chapter 1, General Provisions.

Article II, Penalties and Enforcement.

- A. Section 1-9B(1)(f) and (g) are amended to read:
 - (f) The time at which the alleged violator may appear in court and a statement describing whether the appearance is mandatory.
 - (g) A statement which in essence informs the alleged violator as follows:
 - [1] That a cash deposit based on the schedule established in § 1-10 of this chapter may be made, which shall be delivered or mailed to the Clerk of Gillett Municipal Court or to the Chief of Police prior to the time of the scheduled court appearance.
 - [2] That if the alleged violator makes a cash deposit and does not appear in court, he either will be deemed to have tendered a plea of no contest and submitted to a forfeiture, a penalty assessment imposed by § 757.05, Wis. Stats., a jail assessment imposed by § 302.46(1), Wis. Stats., a crime laboratories and drug law enforcement assessment imposed by § 165.755, Wis. Stats., any applicable consumer protection assessment imposed by § 100.261, Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats., not to exceed the amount of the deposit, or will be summoned into court to answer the complaint if the court does not accept the plea of no contest.
 - [3] That if the alleged violator does not make a cash deposit and does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment under § 66.0113(3)(d), Wis. Stats., or the municipality may commence an action against the alleged violator to collect the forfeiture, the penalty assessment imposed by § 757.05, Wis. Stats., the jail assessment imposed by § 302.46(1), Wis. Stats., the crime laboratories and drug law enforcement assessment imposed by § 165.755, Wis. Stats., any applicable consumer protection assessment imposed by § 100.261, Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats.
 - [4] That if the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment, or both, and that the violation resulted in damage to the property of or physical injury to a person other than the alleged violator, the court may summon the alleged violator into court to determine if restitution shall be ordered under § 800.093, Wis. Stats.

CITY OF GILLET?

CHARTERED IN 1944

150 N. McKenzie Avenue • Gillett, WI 54124 • www.ci.gillett.wi.us Phone: 920-855-2255 • Fax: 920-855-6283

RESOLUTION # <u>5-2021</u>

A RESOLUTION PROVIDING FOR THE PUBLICATION, FILING, INSPECTION AND ADOPTION OF A CODE OF GENERAL ORDINANCES

WHEREAS a Code of General Ordinances titled "Code of the City of Gillett" has been prepared and tentatively approved by the Common Council;
NOW, THEREFORE, BE IT RESOLVED that this Code be presented for adoption by the Common Council at the next regular Council meeting on, 2021; and
BE IT FURTHER RESOLVED that the City Clerk, in accordance with the requirements of § 66.0103, Wis. Stats., shall file a copy of the proposed Code of the City of Gillett in the Clerk's office for public inspection and cause a copy of the following notice to be published:
NOTICE
PLEASE TAKE NOTICE that the Common Council of the City of Gillett will consider the adoption of a new Code of Ordinances titled "Code of the City of Gillett" at p.m. on, 2021, at the Municipal Building.
You are further notified that a copy of said proposed new Code will be on file and open for public inspection in the office of the City Clerk for a period of two weeks prior to its adoption, commencing, 2021, in accordance with § 66.0103, Wis. Stats.
Adopted this day of, 2021, by the Common Council of the City of Gillett, Wisconsin.
City of Gillett Notice of Newly Enacted Ordinance
Please take notice that the City of Gillett enacted Ordinance No, Adoption of Code, on, 202`. The ordinance provided for the adoption of a new Code of Ordinances, consisting of Chapters 1 through 25.
The full text of Ordinance No may be obtained from the City Clerk's office, 150 N. McKenzie Avenue, Gillett, WI. Phone: (920) 855-2255. A copy of the City Code is also on file at the City Clerk's office.

CITY OF GILLETT ZONING BOARD OF APPEALS COUNCIL CHAMBERS 150 N McKenzie Ave., Gillett, WI Minutes

Monday, October 4, 2021 at 5:30 PM

Mayor Josh McCarthy called the meeting to order at 5:30 pm.

Present were committee members: Alderperson Marie Blaser, Steve Vandermause, Tom Wolfgram, Darlene Fleischman and Ruth Spang. Also present were Alderperson Nanette Mohr and Sandra Hubbard, Clerk Chelsea Anderson, and Campground owner Dan Buell. Public present were Richard Rudie, Delbert DeBauch, Luis Grajeda, and Shane and Dianne Degroot.

The committee was informed that the open meeting law had been complied with.

Public Hearing: Dan Buell, the owner of the campground, stated he would like to rezone his property at 312 E Washington Street, right next to the campground to commercial. He stated his priorities. He intends to put small cabins on the parcel, a bathroom/shower building, playground equipment, possibility of a splash pad with outside help, dump station, and things to improve the campground. The cabins would be open to customers year round, aimed at the large snowmobile interest. Degroot's would like to see the parcel remain residential because they feel the change will lower their property values, they also feel with no financial backing and an actual plan, this does not need to be changed until there is a reason. Luis Grajada, the neighbor to the left, would be most affected by the change because it would bring the campsites closer to his property. Dan Buell stated it would be beneficial for him to put up a fence on the neighboring sides. Delbert DeBauch also stated he would like the parcel to remain residential because it has always been residential and he enjoys the quiet space before the campground. Degroot's stated he could do anything he wanted on the residential lot, which would not comply with our ordinances. Dianne stated he needs a plan and we need to make sure it stays residential or he can do anything commercial on that lot, the taxes from other parcels exceed what the city gets from his one lot. He purchased a residential lot and at the residential price. She also stated Seneca's address is Green Bay Avenue not Washington, and is considered industrial.

Motion by Wolfgram, second by Spang to close the public hearing, motion carried. All in favor.

Discussion was had on rezoning the property to commercial. Questions were asked on where the parcel was located, how it would look, would the city benefit from rezoning. Asked Dan to prioritize his wants, and it was cabins.

Motion by Wolfgram, second by Vandermause to change the zoning of 312 East Washington Street to commercial, to send to Council.

Voice Vote, All Ayes

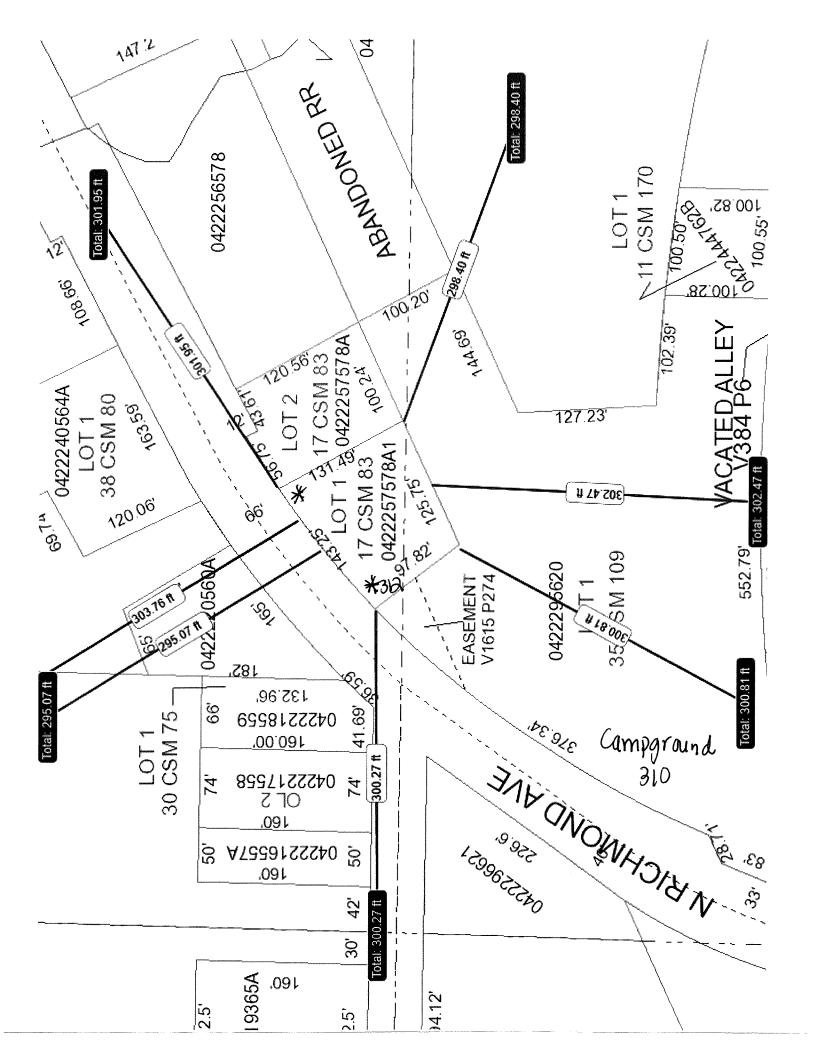
Voice Vote, All Ayes Motion Carried

Set next meeting date: No Meeting Set.

Motion by Spang, second by Vandermause to adjourn.

Meeting adjourned at 6:00 pm.

Chelsea Anderson, Clerk



Municipality

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