

City of Amery

COMMON COUNCIL MEETING AGENDA

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of Amery will be held on: **January 21, 2026 at Amery City Hall - 104 Maple St. W, Amery, WI at 5:00 PM.**



- Call to Order
- Pledge of Allegiance
- Roll Call
- Adoption of Agenda

Order of Items	Agenda Item
1	Public Comment
2	Pay Application 18 for the Wastewater Treatment Plant
3	Approval of Lease for Hangar H-2 at the Airport
4	Mobile Food Vendor Ordinance Revision Discussion
5	Snow Removal on Keller Ave Discussion
6	Council Comment
7	Closed Session – Wis. Stat. §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session -Hotel Development Agreement
8	Open Session – Action on Closed Session Agenda
9	Adjournment.

*Although the public may speak on any item that is not included on this agenda as a “Public Hearing or Forum” the Council will not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to take action on that matter. Your comments will be considered and may be placed on a future agenda for further discussion. Any person wishing to submit a public comment digitally may email them to Cityhall@amerywi.gov until noon of the day of the meeting. Although your comments will be presented to the Council they may or may not be read aloud or discussed during the meeting. The Public Comment Portion will be limited to 3 minutes total per speaker with the total duration to be at the Chair’s discretion. The council may act on any item that is noticed on the agenda.

Taylor Larson
Clerk/Treasurer

****Posted: January 15, 2026 on the City Website (www.amerywi.gov); and at Amery City Hall, Amery Public Library, and the Amery Police Department.**

The City of Amery does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Amery will accommodate the needs of disabled individuals through aids or services. For additional information or to request this service, contact the Clerk-Treasurer’s office at (715) 268-3410 by Noon the previous day so that arrangements can be made.



Building a Better World
for All of Us®

January 12, 2026

RE: City of Amery
WWTP Improvements
SEH Project No. AMERY 178514

Taylor Larson
City of Amery Clerk/Treasurer
104 Maple St W, Suite A
Amery, WI 54001

Dear Taylor:

Attached is a signed Application for Payment No. 18 from Market & Johnson for work completed from December 1, 2025 – December 31, 2025. This application includes payment for work primarily consisting of temporary facilities, Building 20 roofing, Building 50 roofing and metal wall panels, plumbing labor, HVAC, Buildings 20, 30, 40, and 50 process piping and process valves, and Building 10, 15, 20, 30, 40, and 50 electrical work . I have reviewed this application for payment and believe it to accurately represent the work completed as presented by the contractor through the above-mentioned date.

In accordance with the contract, after 50% of the work is completed no further retainage is required on completed work. However, retainage of 2.58% of completed work is being held for this pay period. Additionally, retainage of 5% of stored materials is still being held. The itemized retainage percentages are shown on page one of the attached payment request. The total requested amount is **\$442,740.25** for which I recommend payment.

If you have any questions regarding this application for payment, please call me at 414-892-4761.

Sincerely,

A handwritten signature in black ink that reads "Kate Healy".

Kate Healy
Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 122571

To Owner: City of Amery
104 Maple Street West
Amery, WI 54001

Project: 3373- Amery Wastewater Treatment Plant Improvements
100 Valley Street
Amery WI 54001

Application No. : 18

Distribution to :
 Owner
 Architect
 Contractor

Period To:

From Contractor: Market & Johnson, Inc.
2350 Galloway Street
Eau Claire, WI 54703

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

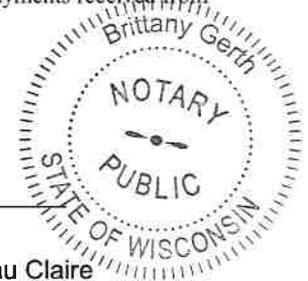
1. Original Contract Sum	\$14,940,000.00
2. Net Change By Change Order	\$376,535.28
3. Contract Sum To Date	\$15,316,535.28
4. Total Completed and Stored To Date	\$13,579,146.21
5. Retainage :	
a. 2.58% of Completed Work	\$324,284.27
b. 5.00% of Stored Material	\$49,795.19
Total Retainage	\$374,079.46
6. Total Earned Less Retainage	\$13,205,066.75
7. Less Previous Certificates For Payments	\$12,762,326.50
8. Current Payment Due	\$442,740.25
9. Balance To Finish, Plus Retainage	\$2,111,468.53

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Market & Johnson, Inc.

Signed by: Patrick Sullivan Date: 1/6/26
F7201D473FFA4C9...

State of: Wisconsin County of: Eau Claire
 Subscribed and sworn to before me this 6 day of January 2026
 Notary Public: Brittany Gerth
 My Commission expires: June 16, 2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$442,740.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Katie Healy Date: 1/13/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$376,535.28	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$376,535.28	\$0.00
Net Changes By Change Order	\$376,535.28	

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Amery Wastewater Treatment Plant Improvements		Application Number: 18						
Application Period: 12/01/2025 - 12/31/2025		Application Date: 1/5/2026						
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
01 99 00	Electric Service Upgrades Stated Allowance	5,000.00	-			-		5,000.00
01 99 10	Gas Service Modifications Stated Allowance	5,000.00	850.00			850.00	17%	4,150.00
01 99 20	City Shop SCADA Systems Allowance	50,000.00	-			-		50,000.00
00 10 00	Bond & Insurances	181,666.47	181,666.47			181,666.47	100%	-
01 21 00	Testing of Concrete	31,482.00	25,185.60	4,722.30		29,907.90	95%	1,574.10
02 41 16	Mobilization	110,086.00	110,086.00			110,086.00	100%	-
02 41 16	Temporary Facilities, Safety, Trucking, Equipment	926,786.99	815,569.91	18,538.38		834,108.29	90%	92,678.70
02 41 16	Demolition Existing Structure Per Spec	102,053.44	48,974.05			48,974.05	48%	53,079.39
03 30 00	Concrete Foundation Treatment Building (10)	610,401.77	610,401.77			610,401.77	100%	-
03 30 00	Concrete Foundation SBR (15)	899,897.00	899,897.00			899,897.00	100%	-
03 30 00	Concrete Foundation Pumping Building (20)	188,256.00	184,490.88	3,765.12		188,256.00	100%	-
03 30 00	Concrete Foundation Thin WAS and Centrate Storage (30)	44,972.00	44,972.00			44,972.00	100%	-
03 30 00	Concrete Foundation TWAS Storage (40)	3,232.00	-			-		3,232.00
03 30 00	Concrete Foundation Administration/Treatment Building (50)	84,334.00	80,117.30	4,216.70		84,334.00	100%	-
03 20 00	Rebar Labor Treatment Building (10)	21,787.00	21,787.00			21,787.00	100%	-
03 20 00	Rebar Material Treatment Building (10)	42,395.18	42,395.18			42,395.18	100%	-
03 20 00	Rebar Labor SBR (15)	101,562.50	101,562.50			101,562.50	100%	-
03 20 00	Rebar Material SBR (15)	197,679.69	197,679.69			197,679.69	100%	-
03 20 00	Rebar Labor Pumping Building (20)	6,786.00	6,446.70	339.30		6,786.00	100%	-
03 20 00	Rebar Material Pumping Building (20)	13,208.17	13,208.17			13,208.17	100%	-
03 20 00	Rebar Labor Thin WAS and Centrate Storage (30)	1,274.00	1,274.00			1,274.00	100%	-
03 20 00	Rebar Material Thin WAS and Centrate Storage (30)	2,479.69	2,479.69			2,479.69	100%	-
03 20 00	Rebar Labor Administration/Treatment Building (50)	3,841.50	3,649.43			3,649.43	95%	192.07
03 20 00	Rebar Material Administration/Treatment Building (50)	7,477.04	87.00		7,390.04	7,477.04	100%	-
03 20 00	Rebar Material for CMU	670.24	240.31		429.93	670.24	100%	-
03 41 00	Precast Wall and Plank Supply and Install Treatment Building (10)	311,498.00	311,498.00			311,498.00	100%	-
03 41 00	Precast Wall and Plank Supply and Install Pumping Building (20)	133,881.00	131,203.38	2,677.62		133,881.00	100%	-
04 22 00	Masonry Material & Labor Treatment Building (10)	85,245.00	76,720.50	8,524.50		85,245.00	100%	-
05 12 00	Structural Steel Framing	185,124.00	75,900.84		109,223.16	185,124.00	100%	-
05 12 00	Structural Steel Install	52,625.75	52,625.75			52,625.75	100%	-
06 10 53	Miscellaneous Rough Carpentry	104,240.07	88,604.06	13,551.21		102,155.27	98%	2,084.80
07 13 00	Sheet Waterproofing	20,104.00	20,104.00			20,104.00	100%	-
07 27 00	Air Barriers	2,000.00	2,000.00			2,000.00	100%	-
07 61 00	Treatment Building Roofing (10)	35,948.00	35,948.00			35,948.00	100%	-
07 61 00	Pumping Building Roofing (20)	20,514.00	-	20,514.00		20,514.00	100%	-
07 61 00	Administration/Treatment Building Roofing (50)	236,751.00	81,751.00	155,000.00		236,751.00	100%	-
07 61 00	Administration/Treatment Building Metal Wall Panels (50)	29,795.00	-	13,500.00		13,500.00	45%	16,295.00
07 92 00	Joint Sealants	16,280.00	6,512.00			6,512.00	40%	9,768.00
08 11 13 & 08 16 00 & 08 71 00	Hollow Metal & Corrosion Resistant Doors, Frames, and Hardware Material	40,876.00	40,876.00			40,876.00	100%	-
08 31 13	Access Doors and Frames Material	13,665.00	13,665.00			13,665.00	100%	-
08 36 13	Sectional Steel Overhead Doors Supply and Install	16,731.00	16,731.00			16,731.00	100%	-
08 43 00 & 8 80 00	Aluminum-Framed Storefront & Glazing	5,213.00	-			-		5,213.00
08 45 00	Aluminum-Framed Storefront & Translucent Wall and Roof Assemblies and Glazing	47,217.00	20,775.48			20,775.48	44%	26,441.52
09 30 00	Tiling	6,000.00	-			-		6,000.00
09 51 13	Acoustical Panel Ceilings	2,460.00	-			-		2,460.00
09 97 20	Painting and Coating Treatment Building (10) Material	3,660.00	3,660.00			3,660.00	100%	-
09 97 20	Painting and Coating Treatment Building (10) Labor	10,540.00	10,540.00			10,540.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Amery Wastewater Treatment Plant Improvements		Application Number: 18						
Application Period: 12/01/2025 - 12/31/2025		Application Date: 1/5/2026						
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
09 97 20	Painting and Coating Treatment Building (50) Material	9,900.00	-			-		9,900.00
09 97 20	Painting and Coating Treatment Building (50) Labor	26,700.00	-			-		26,700.00
10 14 19	Dimensional Letter Signage and Plaques Material	1,884.00	-			-		1,884.00
10 14 23	Panel Signage Material	1,795.00	-			-		1,795.00
10 44 00	Safety Specialties Material	893.00	893.00					-
10 53 00	Architectural Canopies Supply and Install	12,700.00	-		8,822.16	8,822.16	69%	3,877.84
23 00 00	Plumbing Building (10) Labor	305,800.00	286,093.00	16,649.00		302,742.00	99%	3,058.00
23 00 00	St-A Hvac	650,000.00	300,559.27	258,700.00		559,259.27	86%	90,740.73
40 23 00	Mobilization & General Conditions	5,000.00	5,000.00			5,000.00	100%	-
40 23 10	Process Piping Material Building (10)	185,360.00	185,360.00			185,360.00	100%	-
40 23 20	Process Valves Material Building (10)	116,700.00	116,700.00			116,700.00	100%	-
40 23 20	Process Piping, Valves, Pump Install Building (10)	93,940.00	93,000.60	939.40		93,940.00	100%	-
40 23 10	Process Piping Material Building (15)	53,550.00	53,550.00			53,550.00	100%	-
40 23 20	Process Valves Material Building (15)	6,800.00	6,800.00			6,800.00	100%	-
40 23 20	Process Piping & Valves Install Building (15)	22,400.00	18,368.00		4,032.00	22,400.00	100%	-
40 23 10 20.2B	Stainless Piping Material Building (15)	95,300.00	62,898.00		32,402.00	95,300.00	100%	-
40 23 10 20.2B	Stainless Piping Material Install Building (15)	58,520.00	58,520.00			58,520.00	100%	-
40 23 10	Process Piping Material Building (20)	70,770.00	-	67,231.50		67,231.50	95%	3,538.50
40 23 30	Process Valves Material Building (20)	38,850.00	-	36,907.50		36,907.50	95%	1,942.50
40 23 20	Process Piping, Valves, Pump Install Building (20)	46,200.00	-	43,890.00		43,890.00	95%	2,310.00
40 23 10	Process Piping Material Building (30)	8,700.00	-	8,700.00		8,700.00	100%	-
40 23 30	Process Valves Install Building (30)	23,940.00	-	23,940.00		23,940.00	100%	-
40 23 10	Process Piping Material Building (40)	35,660.00	-	35,660.00		35,660.00	100%	-
40 23 30	Process Valves Install Building (40)	8,800.00	-	8,800.00		8,800.00	100%	-
40 23 10	Process Piping Material Building (50)	32,260.00	-	14,517.00		14,517.00	45%	17,743.00
40 23 30	Process Valves Material Building (50)	5,000.00	-	2,250.00		2,250.00	45%	2,750.00
40 23 20	Process Piping Install Building (50)	26,400.00	-	11,880.00		11,880.00	45%	14,520.00
26 00 00	Site Electrical	432,180.00	338,482.20			338,482.20	78%	93,697.80
26 00 00	Electrical Building 10	425,320.00	395,320.00	30,000.00		425,320.00	100%	-
26 00 00	Electrical Building 15	197,470.00	172,469.60	25,000.40		197,470.00	100%	-
26 00 00	Electrical Building 20	167,090.00	15,127.00	75,190.50	35,000.00	125,317.50	75%	41,772.50
26 00 00	Electrical Building 30	60,760.00	-	29,494.00	10,000.00	39,494.00	65%	21,266.00
26 00 00	Electrical Building 40	45,570.00	-	9,114.00		9,114.00	20%	36,456.00
26 00 00	Electrical Building 50	288,610.00	105,318.50		140,000.00	245,318.50	85%	43,291.50
31 22 10	McCabe Mob Charge	37,670.00	37,670.00			37,670.00	100%	-
02 41 19	Site Demo	127,025.00	59,638.69			59,638.69	47%	67,386.31
31 25 10	Erosion Control/Restoration	13,690.00	10,443.00			10,443.00	76%	3,247.00
31 22 10	Site Grading - Labor & Equipment	408,965.00	246,488.68			246,488.68	60%	162,476.32
31 22 10	Site Grading - Material	74,400.00	38,144.76			38,144.76	51%	36,255.24
31 23 16	Building 10 Excavation & Backfill	86,290.00	86,227.75			86,227.75	100%	62.25
31 23 16	Building 15 Excavation & Backfill	129,445.00	129,445.00			129,445.00	100%	-
31 23 16	Building 20 Excavation & Backfill	45,385.00	45,385.00			45,385.00	100%	-
31 23 16	Weir Box Excavation & Backfill	25,125.00	25,125.00			25,125.00	100%	-
31 23 16	Building 50 - Fill Cells	26,840.00	26,840.00			26,840.00	100%	-
31 23 19	Dewatering	273,100.00	273,100.00			273,100.00	100%	-
31 23 20	Preparing the Foundation Earth Retention	118,175.00	118,175.00			118,175.00	100%	-
32 11 26	Crushed Agg. Base Course - Labor and Equipment	29,000.00	5,479.12			5,479.12	19%	23,520.88

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Amery Wastewater Treatment Plant Improvements		Application Number: 18						
Application Period: 12/01/2025 - 12/31/2025		Application Date: 1/5/2026						
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
32 11 26	Crushed Agg. Base Course - Material	15,000.00	2,822.20			2,822.20	19%	12,177.80
33 05 20	HDD Pipe Installation - Labor & Equipment	73,920.00	73,920.00			73,920.00	100%	-
33 05 20	HDD Pipe Installation - Material	7,000.00	7,000.00			7,000.00	100%	-
33 11 00	Water Utilities - Labor & Equipment	25,185.00	24,398.66			24,398.66	97%	786.34
33 11 00	Water Utilities - Material	13,300.00	13,077.22			13,077.22	98%	222.78
33 31 00	Sanitary Sewerage Utilities - Labor & Equipment	50,000.00	44,750.64			44,750.64	90%	5,249.36
33 31 00	Sanitary Sewerage Utilities - Material	50,000.00	44,750.65			44,750.65	90%	5,249.35
33 41 00	Strom Sewer System - Labor & Equipment	5,880.00	-			-	-	5,880.00
33 41 00	Strom Sewer System - Material	4,500.00	-			-	-	4,500.00
33 42 20	Pipe Culverts - Labor & Equipment	8,550.00	3,106.00			3,106.00	36%	5,444.00
33 42 20	Pipe Culverts - Material	12,000.00	4,357.00			4,357.00	36%	7,643.00
40 23 00	Exterior Process Piping - Labor & Equipment	279,610.00	144,438.13			144,438.13	52%	135,171.87
40 23 00	Exterior Process Piping - Material	80,000.00	38,289.51			38,289.51	48%	41,710.49
32 12 18	Lift Station - Labor & Equipment	42,890.00	42,890.00			42,890.00	100%	-
32 12 18	Hot Mix Asphalt Pavement	98,925.00	-			-	-	98,925.00
32 18 40	Concrete Side Walks, Safety Islands and Steps	64,860.39	31,781.59			31,781.59	49%	33,078.80
32 92 12	Turf Establishment	20,000.00	6,000.00			6,000.00	30%	14,000.00
32 31 13	Chain Link Fence Material & Install	39,781.00	11,272.50			11,272.50	28%	28,508.50
40 05 59	Hydraulic Gates and Stop Plates	25,040.00	25,040.00			25,040.00	100%	-
40 23 00	Equipment Install	275,435.12	234,119.85			234,119.85	85%	41,315.27
41 22 00	Monorails, Hoists, Trolleys and Davit Cranes	92,224.00	92,224.00			92,224.00	100%	-
43 21 15	Submersible Pumps	87,640.00	87,640.00			87,640.00	100%	-
43 21 36	Rotary Lobe Pumps	89,970.00	89,970.00			89,970.00	100%	-
46 21 39	Fine Screening Equipment	171,960.00	171,960.00			171,960.00	100%	-
46 23 63	Grit Removal Equipment	322,000.00	305,900.00			305,900.00	95%	16,100.00
46 23 63	TWAS Storage Tank Mixing System	69,000.00	-		69,000.00	69,000.00	100%	-
46 53 53	SBR Treatment System	2,387,822.00	2,001,076.24		351,677.00	2,352,753.24	99%	35,068.76
46 66 00	Ultraviolet Light Disinfection Equipment	169,000.00	169,000.00			169,000.00	100%	-
46 71 33	Rotary Drum Thickening Equipment	379,879.00	132,957.65		227,927.40	360,885.05	95%	18,993.95
98 00 00	Change Order #01 - COR 03	32,136.36	12,101.03			12,101.03	38%	20,035.33
98 00 01	Change Order #01 - COR 05	8,228.25	4,114.12			4,114.12	50%	4,114.13
98 00 02	Change Order #01 - COR 06	7,089.55	7,089.55			7,089.55	100%	-
98 00 03	Change Order #01 - COR 07	27,041.22	22,985.04			22,985.04	85%	4,056.18
98 00 04	Change Order #02 - COR 11B	27,695.38	27,695.38			27,695.38	100%	-
98 00 05	Change Order #02 - COR 12	1,675.40	1,675.40			1,675.40	100%	-
98 00 06	Change Order #02 - COR 13	12,205.62	12,205.62			12,205.62	100%	-
98 00 07	Change Order #02 - COR 14	1,853.38	1,853.38			1,853.38	100%	-
98 00 08	Change Order #02 - COR 15	3,621.27	3,621.27			3,621.27	100%	-
98 00 09	Change Order #02 - COR 17	1,833.94	1,833.94			1,833.94	100%	-
98 00 10	Change Order #03 - COR 11A	210,798.22	-			-	-	210,798.22
98 00 11	Change Order #04 - COR 19	(2,015.02)	(2,015.02)			(2,015.02)	100%	-
98 00 12	Change Order #04 - COR 20	18,249.00	18,249.00			18,249.00	100%	-
98 00 13	Change Order #04 - COR 24	5,265.24	5,265.24			5,265.24	100%	-
98 00 14	Change Order #04 - COR 25B	16,577.46	16,577.46			16,577.46	100%	-
98 00 15	Change Order #04 - COR 25C	12,825.88	12,825.88			12,825.88	100%	-
98 00 16	Change Order #04 - COR 26	(8,545.87)	(8,545.87)			(8,545.87)	100%	-
						-	-	-

Progress Estimate - Lump Sum Work

Contractor's Application

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Application Period: 12/01/2025 - 12/31/2025					Application Date: 1/5/2026						
					Work Completed		E	F		G	
A					B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description				Scheduled Value (\$)	From Previous Application (C+D)	This Period				
									-		-
									-		-
Totals					15,316,535.28	11,639,030.09	944,212.43	995,903.69	13,579,146.21	89%	1,737,389.07

104 Maple Street W., Suite A
Amery, WI 54001



Office: 715.268.7486

Fax: 715.268.4870

TO: The Common Council of Amery

FROM: Taylor Larson, Clerk/Treasurer

DATE: 1/15/2026

RE: Airport Hangar Lease for H-2

Summary: Gordon Hammons purchased hangar H-2 at the Amery Airport. Airport Hangar owners must have a lease in place for hangars they own. Airport Commission reviewed the lease at the January 15th meeting and voted to recommend forwarding the lease to Council.

Recommendation: Staff and the Airport Commission recommend approving a lease for Hangar H-2 between the City of Amery and Gordon Hammons.

AMERY AIRPORT HANGAR AREA LEASE

THIS AGREEMENT is hereby made and entered into this _____ day of January, 2026, by and between the **City of Amery**, Wisconsin, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as the Lessor, and Gordon Hammons, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the Amery Municipal Airport, and Lessor is desirous of leasing to the Lessee a certain parcel of land on said airport, hereinafter more fully described, to be utilized by the Lessee for the primary purposes of aircraft storage and maintenance of a certified registered aircraft, part 103 aircraft or an experimental aircraft under construction, and

WHEREAS, the Lessee will use the property hereinafter described for the primary purpose of storing aircraft and shall conduct only such aircraft maintenance on the Lessee's own aircraft as performed by the Lessee or by regular employees of the Lessee; Lessee may use the property for incidental purposes which do not interfere with any other Lessee's use of the airport and does not create any health, property or fire hazards or dangers; Lessee shall not use the property for any commercial purpose servicing any third party; the Lessee will not use said property for any other purpose, and the Lessee or an associate of the Lessee should hold a valid pilots license.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby hire, take and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the tract of land described and referred to in paragraph 1 below upon the following terms and conditions:

1. The City of Amery does hereby grant, demise and lease unto the Lessee the following tract of land at the Amery Municipal Airport with respect to which the Lessee is to have for the term of this Lease the exclusive use of said tract which is described as follows:

**H-2
(2,248 Square Feet)**

2. The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such building or structures conform to the administrative code requirements of the Wisconsin Industrial Commission and any ordinance of the City of Amery now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the Amery Airport Commission. Title to the buildings erected by the Lessee shall remain with the Lessee and shall be transferable (although no rights under this lease shall be assignable or transferable).
3. The Lessee shall have the right to install a private well in accordance with City of Amery Ordinance 411-36 Sec E. If a well is planned for installation a County approved Sewage System must also be installed. The Lessee shall also be responsible for obtaining a Zoning Permit from the Zoning Administrator for the installation of the well and the private sewage system tied to the well.
4. The term of this lease shall be for a period of twenty-five (25) years commencing on the 21 day of January, 2026, provided however, that the amount/rate of annual rental is subject to revision. (All hangar area leases at the airport shall be subject to revision at the same time. Said leases are subject to revision of rent as determined by Lessor. Any such revision shall be made effective for January 1 of a given year with notice thereof provided in advance on or before December 1 of the preceding year. Thereafter, the leases, as a group, including this lease, will be subject to revision not less than three years from the date of the prior revision.)

Upon expiration of the 25-year term, the Lessee may obtain a 10-year lease renewal based upon the then existing terms and conditions of the most recently promulgated version of the lease. The extension shall be allowed only upon a proper inspection of the premises and a finding that the Lessee's structure remains of substantial quality construction, being of acceptable appearance, weather-tight, rodent-proof, and generally of a nature consistent with surrounding structures.

Upon expiration the 10-year extension, Lessee may seek an additional extension based upon the same standards specified above.

5. The Lessee agrees to pay to the Lessor for use of leased premises, an annual rental of nine cents (.09¢) per square foot for the land leased, for a total annual charge of **\$202.32**. The first annual rental payment shall be payable on the date on which this lease is signed. Subsequent annual rental payments shall be due and payable to the City Clerk at City Hall in the City of Amery, Wisconsin on or before January 1st of each year. It is understood and agreed that the rental rate herein specified shall be subject to reexamination and readjustment as set forth above, provided that any readjustment of said rates or as the same may be amended hereafter, shall be reasonable. If the Lessor and the Lessee are unable to agree as to what is "reasonable" for any year of this lease, the issue of what constitutes a "reasonable" rate shall be submitted to an arbitrator whose decision on that issue shall be binding on both parties. If the parties are unable to agree on the selection of an arbitrator, the parties will request the State of Wisconsin, Department of Transportation/Division of Aeronautics appoint a person who is knowledgeable with regard to lease rates at municipal airports of a similar size and nature, to act as arbitrator. Costs of arbitration shall be shared equally by Lessor and Lessee. The decision will be binding upon Lessee.
6. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft, the right of ingress to and egress from the demised premises, which right shall extend to Lessee's employees, guests, and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
7. The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulation promulgated and at any time by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.
8. Lessee shall assume liability for, be responsible for, indemnify, and at Lessor's request defend, and save harmless Lessor and anyone to whom Lessor may be liable by contract or otherwise, against loss, damage or expense arising from any actual or claimed death or any actual or claimed injury to any person, or any actual or claimed damage to property, whether owned by Lessee or third parties, including loss of use, which actually or allegedly results from, or actually or allegedly arises in connection with this lease agreement, or Lessee's invitees, agents, or employees, use of the premises or any part thereof.
9. The Lessee will maintain the structure occupied by Lessee and the surrounding land premises in good order and make such repairs as are necessary. If a property is deemed blighted by the City, the Lessee must repair or remove the structure. If the property is not maintained by the Lessee the Airport Manager maintains the right to have the area repaired and the Lessee will be billed. Natural gas shall be the only type of gas used to heat any structure. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition to Lessor by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
10. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

11. Lessee shall pay all taxes or assessments that may be levied against the property of the Lessee or the buildings, which he may erect on the lands leased exclusively to lessee. The Lessee agrees that for taxation purposes, any building or structure erected on the premises leased to the Lessee shall be taxed as personal property by the City of Amery.
12. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.
13. The Lessee agrees that Lessee will not allow any unauthorized personnel to have access to the key or keys provided to Lessee for the lock on the airport gate. The Lessee further agrees that if additional keys are needed, the Lessee will secure them from the City of Amery.
14. The Lessee agrees that no fermented malt beverages or intoxicating liquors shall be sold on the leased premises.
15. Failure on the part of the Lessee to pay the rent hereunder within 30 days after same shall become due, shall authorize Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises.
16. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall to correct such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises.
17. Lessee may not, at any time during the time of this lease, assign, hypothecate or transfer this agreement or any interest therein, without the consent of the Lessor, which consent may be withheld.
18. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hinderance from Lessee. If the hypothetical development of the airport requires the location of the Lessee, the Lessor agrees to provide a compatible location on which the Lessee shall relocate his/her buildings at the Lessee's expense.
19. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
20. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
21. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been made or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States of America or the State of Wisconsin.
22. During the time of war or national emergency, the Lessor shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this _____ day of _____, 20____, at Amery Wisconsin.

CITY OF AMERY

LESSEE

Rick Van Blaricom, Mayor

Gordon Hammons

Alex Mansfield, City Administrator



TO: The Common Council of Amery

FROM: Alex Mansfield, City Administrator

DATE: 1/12/2026

RE: Mobile Food Vendor Ordinance Discussion

Summary: On 11/5/2025, the City Council adopted Ordinance 19-2025 adopting formal requirements for mobile food vendors operating within the City of Amery. Since then, there has been ideas and concerns brought forward, mainly regarding the requirements to list the City of Amery as an additionally insured and a fire inspection by the Amery Fire Department.

Background: In 2025, the City adopted Ordinance No. 19-2025 creating Chapter 294 to establish permitting and operating standards for Mobile Food Establishments (MFEs). The ordinance has helped provide clarity and consistency for vendors operating within the City.

Following implementation, staff has identified two provisions that have created unintended challenges for vendors without providing proportional public benefit:

- **Additional Insured Requirement:** Requiring vendors to name the City as an additional insured has proven difficult for some vendors, particularly smaller or out-of-area operators, due to insurance carrier limitations or added costs. The City is already protected through the required hold harmless and indemnification agreement and the vendor's general liability coverage.
- **Fire Inspection Language:** The ordinance currently requires proof of a passing fire inspection from the Amery Fire Department or "other Fire Department," which has led to confusion about whether inspections from other jurisdictions are acceptable. Many mobile food vendors are routinely inspected by their home jurisdiction or another Wisconsin fire department with equivalent standards.

Staff believes clarifying these provisions will improve consistency, reduce administrative burden, and support local economic activity without compromising health, safety, or liability protections.

Recommendation: Staff recommends that the City Council amend Chapter 294 of the City Code to:

- **Remove the requirement** that Mobile Food Establishments name the City of Amery as an additional insured on their liability insurance policies, while retaining the existing minimum coverage requirement and hold harmless agreement.
- **Clarify the fire safety requirement** to explicitly state that a current, passing fire inspection from any recognized fire department jurisdiction is acceptable for purposes of issuing a Mobile Food Establishment permit.

Approval of these amendments would streamline the permitting process, improve clarity for vendors, and maintain appropriate safeguards for the City and the public.



TO: The Common Council of Amery

FROM: Alex Mansfield, City Administrator

DATE: 1/13/2026

RE: Downtown Snow Management Equipment Purchase – TID 9 Funding Recommendation

Background: Downtown winter maintenance challenges persist along curb bumpouts, curb lines, and pedestrian crossings due to parked vehicles, curb geometry, and limited equipment flexibility. These conditions result in snow accumulation along curbs, reduced accessibility at pedestrian ramps, and recurring ice buildup during freeze–thaw cycles typical of winters.

Staff has evaluated options to improve snow and ice control within the downtown area without increasing staffing levels.

Recommendation: Staff recommends the purchase of an ATV or UTV equipped with a front-mounted snow plow and liquid deicer sprayer, funded using Tax Increment District (TID) No. 9 revenues. The equipment would be used to:

- Remove snow from downtown curbs and bumpouts
- Clear snow behind parked vehicles where full-size plow trucks are ineffective
- Improve access at pedestrian curb ramps and crossings
- Apply targeted liquid deicer to reduce ice bonding and refreeze

TID Statutory Justification: Under Wis. Stat. §66.1105, tax increment funds may be used for project costs that support:

- Public infrastructure improvements
- Transportation-related improvements
- Activities that enhance access, safety, and economic viability within the district

The proposed equipment purchase qualifies as an eligible TID project cost because it:

- Improves public right-of-way access and safety within TID 9
- Supports downtown business access and pedestrian circulation
- Directly contributes to maintaining the functionality and attractiveness of the district during winter conditions
- Is limited in scope to addressing operational challenges unique to the downtown environment

Use of TID 9 funds for this purpose aligns with the intent of the district to support downtown vitality and infrastructure performance.

Fiscal Impact: The equipment is expected to have a useful life of approximately 5–8 years and may also be used outside the winter season for parks, facilities, and maintenance functions. The liquid deicer/brine resupply would need to be an ongoing expense to ensure that there is a supply available prior to a snow event.



ITEM	ESTIMATED COST
UTV UPGRADES FOR COLD WEATHER	\$3,000 – \$7,000
SNOW PLOW ATTACHMENT (60–72")	\$1,700 – \$2,000
LIQUID DEICER/BRINE SPRAYER (40–65 GALLON)	\$650 – \$1,100
INITIAL LIQUID DEICER/BRINE SUPPLY	\$500 – \$1,000
TOTAL ESTIMATED CAPITAL COST	\$5,850 – \$11,100

Operational Use:

- A full-size plow truck will continue to perform early curb-to-curb plowing.
- The ATV/UTV will be deployed for second-pass, detail work once parking resumes.
- Operations will focus on curb lines, bumpouts, pedestrian crossings, and ice-prone locations.

This approach improves downtown conditions while maintaining current staffing levels.

Alternative Option: Staff does **not** recommend providing City snow removal services to individual downtown businesses in exchange for a fee for the following reasons:

- **Inconsistent Expectations:** Businesses have varying preferences for timing, snow placement, and service level.
- **Participation and Payment Issues:** Some businesses may decline service or refuse to pay, creating inequitable outcomes.
- **Increased Labor and Administration:** Individual agreements would require additional staff time for coordination, billing, and dispute resolution.
- **Operational Distraction:** Fee-based services would divert staff from core public right-of-way responsibilities.

Staff recommends focusing City resources on maintaining public infrastructure, rather than private service arrangements.

Conclusion: The proposed equipment purchase, funded through TID 9, provides a cost-effective and operationally appropriate solution to recurring downtown winter maintenance challenges. The investment improves safety, accessibility, and downtown functionality while avoiding additional staffing or administrative burdens.