

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN
UTILITY COMMISSION MEETING – HYBRID
VILLAGE HALL – BOARD ROOM
WEDNESDAY, FEBRUARY 26, 2025 - 4:00 p.m.

PUBLIC VIRTUAL ACCESS

Join Teams Meeting: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>



Meeting ID: 261 174 214 35

Passcode: cY2jA33d

Notice Posted at the Municipal Center

Notice Received by Record-Review

DATE: February 24, 2025

TIME: 3:15 pm

DATE: February 24, 2025

TIME: 3:15 pm

1. CALL TO ORDER

UTILITY ROLL CALL: A. BERENS, B. BOHR, M. TELFORD, D. SEILER, K. HANDRICK JR.

2. PLEDGE OF ALLEGIANCE

3. RECOGNITION OF VISITORS

- a. Virtual Meeting Guidelines
 - i. This meeting will be recorded and available upon request
- b. Public Participation at Government Meetings

4. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- a. Discuss and Possible Action on Approval of Minutes for December 11, 2024 Utility Commission Meeting

5. REVIEW AND APPROVAL OF BILLS

6. PUBLIC UTILITY OPERATIONS REPORT

- a. Facilities Report

7. UNFINISHED BUSINESS

- a. Discuss and Possible Action on Replacing Lead Water Service Lateral
- b. Discussion on Village Board Approval of KC Industries Settlement
- c. Discussion and Possible Action on DNR Pilot Study for Fluoride Addition to Water Facility

8. NEW BUSINESS

- a. Discuss Water Main Break on 1st St
- b. Discussion on Total Phosphorus Credit for 2024
- c. Discussion on Wastewater Treatment Plant Closure Report

- d. Discussion and Possible Action on Strand Associates Amendment No. 1 to Task Order No. 24-02, Pursuant to Agreement for Technical Services.
- e. Discussion and Possible Action on Water Tower Maintenance Repair Work Needed

9. SCHEDULED MEETINGS

- a. Regular Meeting: Wednesday, March 26, 2025 – 4:00 p.m.
- b. Special Meetings as Needed

10. ADJOURNMENT

Cassie Lang
Village Clerk / Deputy Treasurer

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN
UTILITY COMMISSION MEETING – MINUTES
VILLAGE HALL – BOARD ROOM
WEDNESDAY, DECEMBER 11, 2024 - 4:00 p.m.

MINUTES

-
1. **CALL TO ORDER**
UTILITY ROLL CALL: A. BERENS, B. BOHR, M. TELFORD, D. SEILER, K. HANDRICK JR. All Board Members were present. Also Attending in person was Andy Goergen.
 2. **PLEDGE OF ALLEGIANCE**
 3. **RECOGNITION OF VISITORS**
 - a. Virtual Meeting Guidelines
 - b. Public Participation at Government Meetings
 4. **APPROVE MINUTES OF PREVIOUS MEETING**
 - a. Discuss and Possible Action on Approval of Minutes from October 30, 2024 – Utility Commission Meeting
A B. Bohr asked about October 30, 2024, minutes and found missing motions and approval for item 8B. The Commission suggested adding the Motion to approve Resolution No 2024-10-30A, authorizing the Utility Fund and General Fund for fund advances equally to TID No. 2 through tax year 2030.
Motion – Approve the October 30, 2024 minutes with the motion correction added to item 8B in the meeting minutes.
Motion made by B. Bohr second by K. Handrick. Motion passed by voice vote.
 5. **APPROVE PAYMENT OF BILLS**

Commissioners had questions on the following:
Check # 48231 – Norther Lake Service INC
Check # 48246 – EMC Insurance Companies
Check # 48293 – LAI LLC – Aeration Blower Oil & Air Filters
Public Works Director Ken Bloom and Village Administrator Cherek answered the payment questions of the above items.
Motion – Approve Payment of Bills
Motion made by A. Berens second by B. Bohr. Motion passed by voice vote.
 6. **PUBLIC UTILITY OPERATIONS REPORT**
 - a. Facilities Report
Director of Public Works Bloom presented the Facilities report. See Ken Bloom’s Report in agenda packet for details.
 7. **UNFINISHED BUSINESS**
 - a) Discuss and Possible Action on the 2025 Utility Budget
Administrator Cherek went over the 2025 Utility Budget in detail. The 2025 Utility budget projects \$1,590,739.74 in revenues, \$1,580,391.60 in Expenditures, with \$10,348.15 adding to the fund balance. Built in this budget is \$170,000 in capital project expenditures with

\$150,000 in short-term borrowing to pay for the start of the Well 1 replacement project. See Cherek's budget packet material for full details on the Utility Budget presented.

Items discussed:

- B. Bohr – past areas with large revenue payments in a miscellaneous revenue line item. This was due to the new Waste Water Treatment Plant and the payments made by Marathon Cheese
- Employee wages adjustment – New to this budget was a more accurate estimate of employee wages. Since the Utilities use Public Works employees are used to help when needed and fill in on weekends on a rotation shift, Cherek calculated the hours needed in 2025 and included it in the Budget. In the past, this was not done, and those budget line items were always over budget because of this.
- 2025-2030 Capital Outlay Projects. A. Berens questioned why a new Street Sweeper was on the utility list. Cherek explained that \$40,000 of the \$345,000 total is an attachment used for sanitary sewer and water utilities. Cherek informed the group that this list presented is not finalized and in the upcoming months, the commissioners will be assigning a ranking based on priority.

Motion – Approve the 2025 Utility Budget.

Motion made by K. Handrick second by M. Telford. Motion passed by voice vote.

b. Discussion over Past Utility Fund Balance

Administrator Cherek presented the history of the past 7 years of the Utility Fund balance. There is a noticeable difference in the Utility Fund balance and the start of the sewer rate increases. Cherek explained that \$540,000 of recent fund balance is due to Marathon Cheese purchase of new Capacity at the Wastewater Treatment Plant. He figured the Utility will see on the 2024 final Audit a decrease of \$640,000 with the completion of the Wastewater Treatment Plant.

Other places Cherek talked about with fund balance was the Waste Water Treatment Plant Replacement fund required. This fund currently is \$205,286 and requires increases of \$38,000 per year. Currently, this is scheduled to be removed from the fund balance.

c. Discussion over CWLF – Closing Project Ending Budget Results and DNR Closeout Process

Administrator Cherek went over the cost of the CWLF and stated that he submitted for an additional \$54,675.52 loan draw from the CWLF. The total project cost \$10,350,330.43. The DNR informed the Village Administrator that additional testing requirements are going to be required for the closeout process for the identified hazardous substance material found in the ground during construction.

8. NEW BUSINESS

None

9. SCHEDULED MEETINGS

- a. Regular Meeting: Wednesday, January 29, 2025 – 4:00 p.m.
- b. Special Meetings as Needed

10. ADJOURNMENT

Motion – Adjourn meeting

Motion made by B. Bohr second by K. Handrick. Motion was passed by a voice vote. The meeting was adjourned at 5:45.

Anita Krautkramer
Village Clerk / Deputy Treasurer

Marathon City Utilities Report for January/February 2025

Water Treatment Facility Report

The water facility is operating well and meeting all the testing requirements.

The water department has received 4 remote shutoff water meters. The meters can be remotely shutoff through the use of an app and our existing water meter reading equipment. Notifications have been sent to 2 customers for water meter replacements. They have 30 days to schedule an appointment. Updates on the progress and effectiveness of these meters, will be reported at future Utility Commission Meetings.

UPDATE 2/25 – The Utility customers granted permission to the properties, and all remote shutoff water meters have now been installed at targeted locations. This will prevent the need to physically shut off the water service at the curb stop, in the event of delinquent payments.

A fire hydrant was struck on Chestnut Street (between 2nd & 3rd Street) by a vehicle on the night of November 26th. The hydrant was broken off and needs to be replaced, which is scheduled for the week of December 16th. A police investigation into who struck the hydrant is ongoing. An insurance claim has also been filed by the Village.

UPDATE 2/25 – The fire hydrant was replaced on December 26th by PGA Inc., due to a leaking storm sewer in the location of the excavation, that saturated the surrounding soil. This required special equipment/bracing to support the structure of the storm sewer, during the installation of the new hydrant.

County Materials Corporation abandoned and demolished their building on the corner of 1st and East Street, just south of the wastewater treatment plant. The water service to that building was excavated and disconnected at the water main on December 30th.

During the large water meter testing and calibration event last fall, the 1½" water meter, located in the car wash at the Shell gas station failed. A new water meter has been ordered and will be replaced in the next few weeks. This was the only large water meter that failed during the testing period.

The backwash flow meter at the water plant failed in late 2024. This meter records the daily flow of backwash water used to clean the iron & manganese removal filter. This volume of water is required by the DNR, to be reported on our monthly operating report for the water treatment plant. Currently we are estimating the volume of backwash water used. We have requested a quote for a new meter and will work to fit this expense into our previously approved 2025 annual operations budget, coded under a water treatment plant maintenance expense. The cost of the new meter is approximately \$5,200.00.

Approximately 20-25 water meter replacements have been completed so far in 2025. The annual replacement goal is around 65-70 water meters per year.

Water Treatment Facility Report (Continued)

The 2024 Cross-Connection Inspection Report has been completed. It will be submitted to the DNR basin engineer the last week of February. I would like to thank Cassie Lang for all her help in gathering the data and reorganizing the report, which will make it much easier to update in coming years.

I submitted the Public Water Supply-Monitoring Waiver Application on January 30th to the DNR. This will significantly reduce the required sampling and monitoring for the Water Utility. This application is required to be submitted once every 3 years to qualify for reduced monitoring, saving the utility significant costs associated with compliance testing.

Wastewater Treatment Facility Report

The wastewater treatment plant met all WPDES permit limits for the month of December 2024 and January 2025.

A drawdown test was conducted by Vierbicher Associates on the Trailer Court Lift Station. This was done to determine GPM@TDH. William Reid will use the design characteristics to match motor and pump size, to meet those requirements.

UPDATE 12/24 – The electric motor on pump # 2 burned out and destroyed the motor, most likely due to failed bearings. WR was onsite last week to pull the motor. The motor and impeller assembly were taken back to their shop for analysis. I am still waiting on an update from Paul Ludwig on when this lift station will be modified to meet the pumping design requirements recommended by Vierbicher Associates. Currently we only have one working pump at this lift station, until pump #2 can be fixed.

UPDATE – 2/25 – I received confirmation by Paul Ludwig of William Reid, that the new pumps have been ordered. There is no ETA established on the pumps, but WR will update the Utility, once they receive that information.

Huber was onsite last week to make adjustments to the screenings wash press. We have not had consistent screenings discharge into the dumpster since start-up last fall. Huber cleared the discharge piping and adjusted the washing times and compaction auger set points on the SCADA system. It will take some time to find out if these changes help improve the process.

UPDATE 12/24 – Huber is in the process of re-engineering/re-designing the wash press discharge piping, to lower the incline of the pipe, so the material can be pushed through the piping easier, with less force. It's unclear at this time who will do the piping modification; however, it would be either Huber or Market & Johnson. Since the piping will be lowered, it may interfere with the removal of the dumpster. I am working with Harter's Disposal, to find out if we have any other options to get a shorter dumpster or modify the dumpster we currently have.

Wastewater Treatment Facility Report (Continued)

UPDATE 2/25 – M&J was onsite to lower the wash press discharge piping from 22.5° incline to a 10°-13° incline on January 28th. This will decrease the amount of pressure required by the wash press auger to push the material through the piping and discharge it into the dumpster. The 90° angle on the end of the piping was also modified to a 45° angle. Huber is manufacturing a new 45° angle end piece, that will be replaced once it's onsite. The new end piece will include the bagging attachment. The dumpster will not need to be modified, since there is sufficient clearance underneath the discharge pipe, to service the dumpster.

The treatment plant has periodically experienced a communication fail between the YSI analyzer (that reads dissolved oxygen and ORP), and the Aeromod Operating System. This can cause over aeration or under aeration in the treatment system, and can affect overall plant performance. I am working with Aeromod, Sargent Electric, Market & Johnson, and Mulcahy Shaw Water, to troubleshoot the issue.

UPDATE – Sargent Electric installed a new permanent ethernet cable between the YSI analyzer and the Aeromod Operating System (cabinet), on January 27th. Since then, we have not experienced any communication failures. I believe a faulty ethernet cable was the cause of the communication failures, since plant start-up in the fall of 2023.

Aaron Martin and I are still working with Kaeser Compressor regarding blower #3. Blower 3 is running louder than the other two blowers. Although Kaeser doesn't think there is an issue with blower 3, it's recommended that we continue to collect quarterly oil samples from the blower, and submit them to Kaeser for analysis. Kaeser will schedule (2) trips, to have a technician on-site to pull oil from the blower, and send it in for analysis.

UPDATE – A Kaeser Service Technician was onsite on January 21st, to collect oil samples from each of our (3)-40 hp Kaeser Blowers. We are still waiting on the results of the oil sample analysis.

Recent cold weather has caused ice formation on the final clarifiers. The ice has caused some Return Activated Sludge (RAS) airlines to start leaking. Aeromod has commented, that some contractors overtighten or under tighten the hose clamps on the airlines, causing the airlines to leak in cold weather. Staff will investigate the cause of the leaks on multiple RAS airlines, as the weather warms up. The airline leaks are approximately 3-4 inches beneath the surface of the water.

The WWTP back-up generator shuts down after about 10 minutes of run time under a full load. The shut down is caused by high coolant temperatures. We believe the issue is either a thermostat that is not opening up or the water pump is not circulating the coolant. Further investigation is needed to pinpoint the cause. We will try and get this addressed ASAP, as the back-up generator is a critical piece of equipment for reliability reasons, in the case of power outages.

Wastewater Treatment Facility Report (Continued)

Wastewater Regulatory Requirements:

- 1) The 2024 Annual Sludge Characteristics Report and Land Application Report has been submitted to the DNR.
- 2) State Laboratory Reference Samples were analyzed and the results submitted to the State Lab of Hygiene. The results submitted were acceptable and the DNR has accredited our laboratory through August 31st, 2026.
- 3) I am continuing to work on our WPDES Permit Application due April 3rd, 2025. Strand Associates, is assisting with the Phosphorus Compliance Section of the application.

The Village had 4 students from UW-Stevens Point - Waste Management Program, inquire about a summer internship in the Utility Department this summer. Two students were interviewed on February 18th. UWSP student, Connor Smith, was offered the internship and he has accepted. Connor is from Wausau, and was a 2023 graduate of Wausau East High School.

The Marathon City Wastewater Treatment Facility, was featured on the front cover of the Clarifier Magazine, a publication of the Wisconsin Wastewater Operator's Association (WWOA), in the December 2024 issue. Strand Associates prepared the article and included photos. A draft copy of the article was sent to the Village prior to publication, for comments and/or revisions.

UPDATE – I will have copies of the Clarifier Magazine featuring the Marathon City Wastewater Treatment Facility, available at the February Utility Commission Meeting for any commission member that would like one. The article is also available online at wwoa.org.

Submitted by: Ken Bloom, Director of Public Works & Utilities



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shanev@vanderlaw.net

January 30, 2025

Mr. Stephen Artman
Stephen H. Artman, P.A.
925 South Florida Avenue
Lakeland, FL 33803

VIA E-MAIL AND REGULAR MAIL

Re: Village of Marathon City / KC Industries, LLC

Dear Mr. Artman:

Enclosed please find the original Settlement Agreement and Full Mutual Release of All Claims executed by representatives of the Village of Marathon City. With this documentation, we will disburse the funds currently being held in our firm's Trust account to the Village of Marathon City.

Should you have any questions, please advise.

Sincerely,

VANDERWAAL LAW, S.C.

A handwritten signature in black ink, appearing to read 'Shane J. VanderWaal', is written over a horizontal line.

Shane J. VanderWaal
SJV/jjs

Enclosure

cc: Steve Cherek, Village Administrator (via e-mail)

**SETTLEMENT AGREEMENT AND
FULL MUTUAL RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT ("Agreement") is entered into this day of January, 2025 (the "Effective Date") by and between the Village of Marathon City, a Wisconsin municipal corporation whose principal offices are located at 311 Walnut Street, Marathon City, WI 54448 ("Village") and KC Industries, LLC, a Florida limited liability company whose address is Post Office Box 646, Mulberry, FL 33860 ("KCI").

RECITALS

WHEREAS, KCI provided to the Village a fluoridation system as detailed on invoice number 115367 attached hereto as Exhibit 1, ("Fluoridation System") which is to provide fluoridation to the public drinking water supply in the Village;

WHEREAS, the Fluoridation System is to allow fluoridation tablets to be entered into the Fluoridation System and are required to provide a consistent optimal fluoride dosage of 0.6 - 0.8 mg/L range;

WHEREAS, the fluoridation tablets have failed to consistently dissolve at the optimal fluoride dosage thereby not allowing for a consistent level of fluoridation into the public water supply and a dispute has arisen relating to claims of the Fluoridation System ("the Dispute").

WHEREAS, the Village and KCI understand that this Agreement is intended to include a full and complete release of all claims which exists between the Village and KCI, except any continuing obligations created by this Agreement: and

NOW THEREFORE, in consideration of the above recitals, which are hereby acknowledged to be true and correct and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Village and KCI as follows:

1. The Recitals are hereby incorporated into this Agreement as if they were specifically identified herein.

2. KCI shall pay to the Village the sum of Twenty Four Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$24,721.00) within thirty (30) days of the date this Agreement is fully executed. Said payment shall be paid directly to the Village.

3. Mutual Release. The parties, on behalf of themselves, their predecessors, successors, affiliates, and assigns, and their past, present, and future officers, directors, shareholders, members, attorneys, agents, employees, and successors in interest, and each of them, hereby release and discharge the other party, together with their predecessors, successors, and assigns and from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental

anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either party has, or may have had, against the other party, or which may hereafter develop, for any acts or omissions related to or arising from the Dispute. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute.

4. No Outstanding or Known Future Claims/Causes of Action. Each party affirms that it has not filed with any governmental agency or court any type of action or report against the other party, and currently knows of no existing act or omission by the other party that may constitute a claim or liability excluded from the release in paragraph 2 above.

5. Acknowledgment of Settlement. The parties, as broadly described in paragraph 2 above, acknowledge that (a) the consideration set forth in paragraph 1 of this Agreement is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other party, as broadly described in paragraph 2 above, by reason of the Dispute; and (b) by signing this Agreement and accepting the consideration provided in paragraph 1 above and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other party, for any acts or omissions up to and including the Effective Date, for any acts or omissions related to or arising from the Dispute.

6. No Admission of Liability. The parties acknowledge that the settlement set forth in Section 1 was agreed upon as a compromise and final settlement of disputed claims and the settlement is not, and may not be construed as, an admission of liability by either party and is not to be construed as an admission that the other party engaged in any wrongful, tortious, or unlawful activity. The parties specifically disclaim and deny (a) any liability; and (b) engaging in any wrongful, tortious, or unlawful activity.

7. The Parties agree that, in the event of a breach of this Agreement, the aggrieved party or parties shall be entitled to recover from the breaching party or parties, in addition to any other relief provided by law such costs and expenses as may be incurred by the aggrieved party or parties, including court costs, attorney's fees, and other costs and expenses reasonably necessary in preparing the defense of, defending against, or seeking or obtaining an abatement of, or injunction against, any action or proceeding brought in breach of this Agreement, or in enforcing this Agreement, or in establishing and maintaining the applicability of, or the validity of this Agreement, or any provision thereof, and in prosecuting any counterclaim or cross-complaint based thereon.

8. Agreement is Legally Binding. The parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns. Moreover, the persons and entities referred to in paragraph 2 above, but not a party, are third-party beneficiaries of this Agreement.

9. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto

10. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either party as the author or drafter of the Agreement.

11. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Any legal action or suit brought to enforce this Agreement shall be filed in the Circuit Court in and for Marathon County, Wisconsin.

12. Reliance on Own Counsel. In entering into this Agreement, the parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other party. The parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other party or by that other party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

13. Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photocopies, facsimiles and/or PDF electronic and/or digital signature pages of this executed Offer shall have the same force and effect as the executed original.

14. Authority to Execute Agreement. By signing below, each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party's execution of this Agreement is not in violation of any organizational document, covenants, and/or other restrictions placed upon them by their respective entities or law.

15. Effective Date. The terms of the Agreement will be effective when a fully executed copy of this Agreement and the Offer to Purchase are exchanged and delivered to the other party and closing as set forth in the Offer to Purchase occurs (the "Effective Date").

CAUTION! READ BEFORE SIGNING!

By: [Signature]
Its: MANAGING MEMBER

The foregoing instrument was acknowledged before me by means of physical presence this 16th day of January, 2025 by Steven E. McCarter, who is known to be the person and member who executed the foregoing instrument and acknowledged that he executed the same as such member under KC Industries, LLC's authority.

VILLAGE OF MARATHON CITY

Attest: Cassandra Lang
Cassandra Lang, Clerk

[illegible]

Personally came before me this day of January
28, 2025, the above named, Kurt Handrick, Jr. and
Clerk, to me known to be the persons and officers who executed the foregoing instrument and
acknowledged that they executed the same as such officers by the Village of Marathon City's
authority.

Anita Krautkramer
Notary Public, State of Wisconsin
My Commission Expires: Aug. 15, 2026



2025 1st Street - Water Main Break - Cost	
Village Staff time	\$1,262.93
Contractors Work	\$3,805.00
Material Cost - Parts	\$760.33
Asphalt, Curb Repair	
Total Cost to date	\$5,828.26



Total Phosphorus Credit Offset Report

WPDES Compliance Year 2024

2024	Ave Flow (MGD)	Ave Conc (mg/L)	8.34	Days per month	Load per month
Jan	0.1473	0.3320	8.34	31	12.64
Feb	0.1634	0.3975	8.34	29	15.71
Mar	0.2834	0.5617	8.34	31	41.16
Apr	0.3490	0.4779	8.34	30	41.73
May	0.4051	0.3392	8.34	31	35.53
Jun	0.3790	0.4075	8.34	30	38.64
Jul	0.4095	0.4133	8.34	31	43.76
Aug	0.2446	0.3967	8.34	31	25.09
Sep	0.1760	0.3785	8.34	30	16.67
Oct	0.1345	0.4536	8.34	31	15.77
Nov	0.2382	0.5758	8.34	30	34.32
Dec	0.1583	0.6771	8.34	31	27.71
	0.2574	0.4509		Actual Loading	348.72

2024	Ave Flow (MGD)	Target Conc (mg/L)	8.34	Days per month	Load per month
Jan	0.1473	0.2	8.34	31	7.62
Feb	0.1634	0.2	8.34	29	7.90
Mar	0.2834	0.2	8.34	31	14.65
Apr	0.3490	0.2	8.34	30	17.46
May	0.4051	0.2	8.34	31	20.95
Jun	0.3790	0.2	8.34	30	18.97
Jul	0.4095	0.2	8.34	31	21.17
Aug	0.2446	0.2	8.34	31	12.65
Sep	0.1760	0.2	8.34	30	8.81
Oct	0.1345	0.2	8.34	31	6.95
Nov	0.2382	0.2	8.34	30	11.92
Dec	0.1583	0.2	8.34	31	8.19
	0.2574	0.2000		Target Loading	157.24

Total Credit Offset	191.48
\$	11,489



January 2, 2025

Village of Marathon City
c/o: Mr. Andy Kurtz
311 Walnut Street
Marathon City, WI 54448
Via Email Only to akurtz@marathoncity.org

Subject: Remaining Actions Needed for Case Closure under Wis. Admin. Code chs. NR 700-799
Marathon City Vil WWTP, 104 Chestnut Street, Marathon City, WI 54448
BRRTS #02-37-588300, FID #737007920

Dear Mr. Kurtz:

The Wisconsin Department of Natural Resources (DNR) reviewed your request for case closure of the site identified above. The DNR reviews environmental remediation cases for compliance with Wisconsin Statutes (Wis. Stat.) ch. 292 and Wisconsin Administrative (Wis. Admin) Code ch. NR 726; additional action(s) are required before case closure can be approved for this site.

REVISIONS TO THE CASE CLOSURE SUBMITTAL

The case closure submittal was reviewed for completeness as outlined in Wis. Admin. Code §§ NR 726.05, NR 726.09, and NR 726.11. Revisions are required prior to case closure. As discussed with your environmental consultant on January 2, 2025, our program technical staff have reviewed the soil data collected from the base of the excavations that were completed for redevelopment. We have determined that, based on the information submitted to the DNR to-date, the thallium and vanadium identified above their applicable Wis. Admin. Code ch NR 720 residual contaminant levels (RCLs) appear to be naturally occurring and not likely from the identified hazardous substance discharge based on the following information:

- There is clear correlation between thallium and vanadium, meaning that the relative proportion in each sample is similar (it is not a 1:1 ratio). These proportions would be distorted if one element was enriched from a hazardous substance discharge, and you'd also expect to see a spatial correlation, such as source areas enriched, or surface samples enriched, etc.
- The highest vanadium and thallium were identified at the deepest soil sample depths (e.g., Sample 7), which does not appear to correlate with a release former cinder block manufacturing at surface levels or the depth of the waste fill identified in the soil boring logs. The DNR has been informed that no information is available regarding the exact location and dates of operation of the former cinder block manufacturing operations.
- The DNR understands that shallow granite bedrock is identified in this area at approximately 10-24 feet below ground surface, which could be a source of the thallium and vanadium observed in the soil samples collected at the base of the excavations.

The below outlined closure packet revisions are intended to capture the above determination. Case Closure requests should be submitted as a zipped folder (zip file). Within the zipped folder, the files should be organized, and the contents clearly labeled, as outlined on page 2 of DNR's guidance document RR-690, "Guidance for

Submitting Documents” (attached). Submit an updated case closure request as a zipped folder that incorporates the following documentation revisions:

- **Form 4400-202:**

- Section 2Bi: Provide a response. Although groundwater was not consistently encountered at the site, provide any information that may be available on anticipated depth to groundwater in the immediate area.
- Section 2Bii: Provide a response. If not applicable, state why.
- Section 2Biii: Provide a response. If not applicable, state why.
- Section 2Biv: Update this response to indicate whether any potable and/or municipal wells are within 1200 feet of the site.
- Section 3Aii: Provide a response. If not applicable, state why.
- Section 3Biii: Provide a response to this section. If not applicable, state why.
- Section 3Ci: In this section should indicate that confirmation samples show that the soil contamination was vertically defined therefore no groundwater investigation is necessary.
- Section 3Eii: Discuss the surface water bodies in this section.
- Section 4C: Provide a response. If not applicable, state why.
- Section 4E: Update this response to indicate that the thallium and vanadium are likely naturally occurring. Indicate that residual soil contamination is limited to the footprint of the delineated extent of fill on the property and the locations where this fill was reused on site as a part of redevelopment.
- Section 4G: Discuss the likelihood that the thallium and vanadium identified in soil are likely naturally occurring.
- Section 4H: Provide a response. Specifically discuss the covers or engineering controls that may be in place. This section should be consistent with information presented in Attachment D.
- Section 4N: Update this section to remove responses to other sections within the form. Provide information in response to the sections immediately following the respective prompts.
- Table 5: Update this table to indicate "None of the following situations apply to this case Closure request" for the "Affected Property (Off-Source)" and "ROW" columns of the table. Additionally, remove the check mark for continuing obligation vi (cover for groundwater infiltration pathway).

- **Attachments:**

- Table A3: Update this table to also include the data from Table A2, as this contaminated soil remains on site following soil reuse and is residual soil contamination.
- Figure B1b: Update this figure to show property boundaries and any roads, where appropriate.
- Figure B2b: Update the soil RCL exceedance line displayed on this figure to include the area displayed on Figure B2a (extent of waste fill material pre-redevelopment) and the areas where the fill material was managed as a part of site redevelopment. The RCL exceedances line(s) should reflect the extent of the cap as shown on Figure D2 (cap map).
- Figure B3a: Provide a cross-section, as outlined in Form 4400-202.
- Attachment C4: Update this attachment to include the lab analytical results for the confirmation samples (Sample 1 – Sample 10) and any soil disposal documentation from the soil management during redevelopment, if applicable.
- Attachment D: Update the cap map to show cap limits are consistent with the RCL exceedance line(s) shown on Figure B2b, as appropriate. Update this figure to include an up-to-date aerial photo or clearer base map, if available. If the more recent (post-redevelopment) aerial photo is not available, then include a more detailed description of the cap limits within attachment D1 (cap maintenance plan) so that the cap can be properly maintained and inspected.

DOCUMENTATION

When the required actions are complete, submit the appropriate documentation and any revisions to the case closure submittal to verify completion, as required in Wis. Admin. Code § NR 726.09(2)(g). The DNR will review the documentation for compliance with case closure.

You may be required to submit additional information and applicable closure review fees per Wis. Admin. Code § NR 726.05(3) if documentation is not received within 120 days of the date of this letter, or if site conditions change prior to issuance of a closure approval letter and the request for case closure no longer accurately reflects the conditions, cleanup or residual contamination at the site.

Send the documentation to the DNR using the RR Program Submittal Portal at dnr.wi.gov, search “RR submittal portal.” Questions on using this portal can be directed to the Project Manager below or to the environmental program associate (EPA) for the regional DNR office. Visit dnr.wi.gov, search “RR contacts” and select the EPA tab.

This letter, site, case-related information and DNR contacts can be found online in the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW); go to dnr.wi.gov and search “BOTW.” Use the BRRTS # found at the top of this letter. The site can also be found on the map view, Remediation and Redevelopment Sites Map (RRSM) by searching “RRSM.”

The DNR appreciates your efforts to restore the environment at this site. We look forward to working with you as you complete the remaining actions necessary to achieve case closure.

If you have any questions, please contact the DNR Project Manager, Jane Gray, at 414-435-8021 or jane.gray@wisconsin.gov.

Sincerely,



Matt Thompson
West Central Region Team Supervisor
Remediation & Redevelopment Program

Attachment:

DNR guidance document RR-690, “Guidance for Submitting Documents,” dated October 2021

cc: Mr. Luke Hellermann, Strand Associates, Inc., luke.hellermann@strand.com



Remediation and Redevelopment Program

October 2021

Guidance for Submitting Documents

The purpose of this document is to outline the appropriate format and procedures for submitting documents to the Remediation and Redevelopment (RR) Program. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. **The electronic version must be an exact duplicate of the paper version.**

Submittal Method

- ✓ **Paper copies should be sent to the applicable regional office.** If you are unsure of which regional office to submit your documents, refer to the DNR Region Map found at dnr.wisconsin.gov/sites/default/files/topic/Brownfields/rr/regionmap.pdf or contact your project manager.

Region	To	Address
Northeast Region	Assigned Project Manager	Contact Project Manager
Northern Region	Assigned Project Manager	Contact Project Manager
South Central Region	Attn: Wendy Weihemuller, Environmental Prog. Associate	3911 Fish Hatchery Road Fitchburg, WI 53711
Southeast Region	Attn: Jennifer Dorman, Environmental Prog. Associate	1027 W. St. Paul Avenue Milwaukee, WI 53233
West Central Region	Assigned Project Manager	Contact Project Manager

- **Staff Directory** - dnr.wi.gov/staffdir/newsearch/contactsearchext.aspx
- **RR Contact List** - dnr.wisconsin.gov/sites/default/files/topic/Brownfields/rr/rrphone.pdf

- ✓ **Electronic submittals** - the DNR strongly encourages submitting electronic documents via the RR Program Submittal Portal instead of CD/DVD or email. Please submit documents as a single PDF or Excel file (only upon request), except Case Closure Requests – instructions can be found on page 2. **Electronic submittals may not be “locked” or password protected per Wis. Admin. Code § NR 700.11(3g).**

Instructions for using the Document Uploader

1. Go to the RR Submittal Portal web page and follow the instructions listed: dnr.wisconsin.gov/topic/Brownfields/Submittal.html.
2. If you have a Web Access Management System (WAMS) account – click the Submit button to launch the RR Program Submittal Portal application and log in.
 - a. If you do not have a WAMS account, see the directions for getting a WAMS account at dnr.wisconsin.gov/sites/default/files/topic/Brownfields/rr/WAMsdirections.pdf.
 - b. Once you have a WAMS User ID and Password, follow the steps above to log in.
3. Click **DNR RR forms** in the upper right.
4. Click “Start” in the **Document Uploader** box.
5. Complete the Document Uploader form, attach documents and submit.

- **FIRST-TIME USERS:** Complete the required portal access request form to receive an email granting you access to the portal. Allow one business day for the access email from time of submission.
- If you do not receive portal access approval within one business day, please contact Danielle Wincentsen for assistance at Danielle.Wincentsen@wisconsin.gov.
- Partially completed forms can be saved and finished later. Find saved forms using the “In Progress” link.

A few things to note about the **Document Uploader**:

- Up to three PDF or Excel files can be uploaded per submittal, with the exception of the Case Closure Request.
- If a file is larger than 250 MB, it will need to be split into more than one file.
- If you are submitting a Case Closure Request, only a .zip file can be uploaded.

For more information go to dnr.wi.gov, search RR Submittal Portal.

General Notes on Submittals

- For historic discharges, consultants should use the *Notification for Hazardous Substance Discharge Form – Non-Emergency Only* (Form 4400-225), an online form accessed through the RR Program Submittal Portal. Directions for using Form 4400-225 are available on the RR Program Submittal Portal web page at dnr.wisconsin.gov/topic/Brownfields/Submittal.html.
- Consultants are encouraged to submit the appropriate form found on the Fees tab at dnr.wisconsin.gov/topic/Brownfields/Fees.html, signed and scanned, using the Document Uploader in the [RR Submittal Portal](#).
 - After submitting the electronic copy, mail a copy of the confirmation page with fee payment (checks only) to the appropriate regional environmental program associate. This information can be found on the confirmation page and on the EPA tab at dnr.wisconsin.gov/topic/Brownfields/Contact.html.
 - **NOTE:** Please do not send the check to the project manager or to the DNR office in Madison, as this could delay processing your request.
- Any site-specific or follow-up questions should be directed to the assigned DNR project manager.
- Backing up the files is essential. As a provider of documents under Wis. Admin. Code ch. NR 700, the consultant or representative is responsible for keeping a backup copy.
- All files should be scanned for viruses before submitting. The consultant’s or representative’s anti-virus software should be kept up-to-date.
- If the submitted electronic file can’t be read (i.e., is illegible), opened, or is corrupted and unusable, the consultant or representative will be notified, and a new electronic copy is to be required.

Case Closure Submittals

1. Case Closure requests should be submitted as a zipped folder (zip file). Within the zipped folder, the files should be organized, and the contents clearly labeled as follows:
 - a. Case Closure form (dnr.wi.gov, search Case Closure form)

- b. Seven separate file folders labeled for each of the required attachments (e.g., Attachments A through G)
 - i. The file folders should include the required PDF attachments for each of those sections of the Case Closure form, along with each PDF clearly labeled with the DNR-specified title (e.g., A.1. Groundwater Analytical Tables), and organized within the file folder (e.g., Attachment A: Data Tables) in the order specified in the Case Closure form (dnr.wi.gov, search Case Closure form).
- c. **A single PDF of the entire closure packet (form and attachments) should also be included in the zip file.**

*An example of an acceptable closure submittal can be found at:
dnr.wisconsin.gov/sites/default/files/topic/Brownfields/rr/directory.pdf.*

2. Professional submittal certifications required per Wis. Admin. Code § NR 712.09 must be included.
3. Summaries of all data must include information collected by previous consultants.
4. Do not submit lab data sheets unless these have not been submitted in a previous report. Include these as a separate PDF from the narrative summary. Tabulate all data required in Wis. Admin. Code § NR 716.15 (3) (c), in the format required in Wis. Admin. Code § NR 716.15 (4) (e).
5. If any map or figure is not required but the submitter feels it is relevant to the case closure request, fully explain the reason(s) why it is included and attach that explanation (properly labeled with the map/figure title).
6. **When submitting revisions to a closure submittal as requested by the DNR project manager, the consultant need only submit the revised pages (both paper and electronic copies).** These revised pages should be initialed and dated by the consultant. It is recommended that revisions be submitted through the [RR Program Submittal Portal](#).

Electronic File Format

1. Except as outlined below, submittals should be created in or converted to the portable document format (PDF), readable by Adobe Acrobat Reader. Adobe Acrobat Reader can be downloaded for free at <https://get.adobe.com/reader/>.
2. Save DNR forms as a PDF file. This is especially important if the form will need to be edited before submitting to the DNR.
3. Electronic files shall have a minimum resolution of 300 dots per inch (dpi) to ensure legibility without creating excessive file size as specified in Wis. Admin. Code § NR 700.11 (3g).
4. Report submittals should not be larger than 250 MB in size. Please split submittals larger than 250 MB into multiple files that are each 250 MB or less files and name accordingly.
5. All documents shall be digital format versions rather than scanned versions, except documents that require signature and are only available as scanned versions, according to Wis. Admin. Code § NR 700.11 (3g). Deeds and legal descriptions may be scanned versions.
6. Voluminous attachments or appendices (e.g., lab QA) may be submitted by electronic format only, if specifically approved in advance by the DNR.
7. **Electronic files may not be “locked” or password protected.** This means the files can’t require a password to open or edit. However, files can use a feature that makes them read-only or “protected” to prevent inadvertent editing, as long as the feature can be turned off without a password.

8. It is recommended that documents such as lab reports, chain of custody documents, boring logs, etc., that are received as hard copy by the consultant be scanned as PDF files. To minimize file size, PDF files should be prepared by converting directly from the original electronic versions or with black and white scans.
9. The DNR may request that the electronic copy of sampling results be submitted in a different format such as spreadsheets, plain text tabular files, hypertext markup language files (HTML) and extensible markup language files (XML).
10. When submitting site investigations under Wis. Admin. Code ch. NR 716 and O&M reports under Wis. Admin. Code ch. NR 724, it is recommended that lab data be submitted as one separate PDF (or Excel file, only upon request), and the narrative and data summary (figures, tables, etc.) be submitted as a second separate file. If copies of the Phase I and II environmental site assessments are included in the Wis. Admin. Code ch. NR 716 documents, these should also be submitted as separate PDFs.

Document Formatting

1. Titles for typical reports and submittals required under Wis. Admin. Code ch. NR 700 are found in Attachment A.
2. All documents are to be legible. Providing illegible information will result in a submittal being considered incomplete until corrected.
3. Include a cover letter with reports submitted under Wis. Admin. Code ch. NR 700 that clearly lists the BRRTS/FID number; describes the title and type of submittal; and what action, if any, is requested from the RR Program.
4. Prepare visual aids, including maps, plans, drawings, fence diagrams, tables, and photographs according to the applicable portions of Wis. Admin. Code chs. NR 716 through 726.
5. Use bold and italics fonts on information of importance on tables and figures. Use bold font for Wis. Admin. Code ch. NR 140 groundwater enforcement standard (ES) attainments or exceedances, and italicized font for Wis. Admin. Code ch. NR 140 groundwater preventive action limit (PAL) standard attainments or exceedances.
6. Do not use shading or highlighting on the tables, figures, maps, or other documents.
7. Include the level of detection on data tables for results which are below the detection level (i.e., do not just list as “no detect (ND)”). Include the units on data tables. Units should be consistent with the applicable standards. Include all sample locations. Contour lines should be clearly labeled and defined.
8. Provide one paper copy no larger than 11x17 inches, unless otherwise directed by the department. Maps and figures may be submitted in a larger electronic size than 11x17 inches, in a PDF readable by Adobe Acrobat Reader. However, larger-size documents must be legible when printed.

Contact Information

This document is updated as needed. Comments may be sent to Sonya Rowe, (608) 261-4934, sonya.rowe@wisconsin.gov.

Attachment A – Document Title Naming Conventions

Document Title Naming Convention	NR 700 Reference
Phase I Environmental Site Assessment	NR 750.03 (2m)
Phase II Environmental Site Assessment	NR 750.03 (2m)
Immediate Action Report	NR 708.05 (6) and NR 708.09
Interim Action Report	NR 708.15
Free Product Removal Report	NR 708.13
Site Investigation Work Plan	NR 716
Site Investigation Report	NR 716
Soil Management Plan	NR 718
Soil Management Exemption Request	NR 718
Site-Specific Soil Cleanup Standards	NR 720.10, NR 720.12
Determination of Soil Performance Standards	NR 720.08
Remedial Action Options Report	NR 722
Infiltration/Injection Request for GW Treatment	NR 140.28 (5) and 812.05
Historic Fill Exemption Request	NR 506.085
Remedial Action Design report	NR 724
Operation & Maintenance Report	NR 724
Construction Documentation report	NR 724
Long Term Monitoring Plan	NR 724
Closure Request	NR 726
Post-Closure Modification Request	NR 727

This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

The Wisconsin Department of Natural Resources provides equal opportunity in its employment, programs, services, and functions under an Affirmative Action Plan. If you have any questions, please write to Chief, Public Civil Rights, Office of Civil Rights, U.S. Department of the Interior, 1849 C. Street, NW, Washington, D.C. 20240.

This publication is available in alternative format (large print, Braille, etc.) upon request. Please call for more information. Note: If you need technical assistance or more information, call the Accessibility Coordinator at 608-267-7490 / TTY Access via relay - 711



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Amendment No. 1 to Task Order No. 24-02
Village of Marathon City, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated July 5, 2024

This is Amendment No. 1 to the referenced Task Order.

Services Name: Wisconsin Pollution Discharge Elimination System (WPDES) Permit-Related Assistance

Under **Scope of Services**, ADD the following:

- “6. Prepare two wastewater treatment plant closure request additional information submittals for the WDNr.
7. Provide up to four hours to assist OWNER with questions regarding operation of the wastewater treatment plant and water treatment plant.”

Under **Compensation**, CHANGE \$10,000 to “\$20,000.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

VILLAGE OF MARATHON CITY

Joseph M. Bunker
Corporate Secretary

Date

Steve Cherek
Village Administrator-Treasurer

Date