

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN
AGENDA
VILLAGE BOARD MEETING – HYBRID
VILLAGE HALL BOARD ROOM
WEDNESDAY, APRIL 2, 2025 – 6:00PM

PUBLIC VIRTUAL ACCESS

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



Meeting ID: 229 434 982 56

Passcode: 832Rn6k4

Notice Posted at the Municipal Center

DATE: 3/31/2025

TIME: 12:15 pm

Notice Received by Record-Review

DATE: 3/31/2025

TIME: 12:15 pm

1. CALL TO ORDER

ROLL CALL: K. HANDRICK, C. RUPLINGER, M. AHRENS, K. SORENSON, K. PAUL, B. PARLIER, J. LAWRENCE

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 March 19, 2025 Special Village Board Meeting

5. APPROVAL OF LICENSE APPLICATIONS

- a. No License Applications to Review at This Time

6. REVIEW AND APPROVAL OF BILLS

7. ADMINISTRATORS REPORT

8. UNFINISHED BUSINESS

- a. No Unfinished Business to Discuss at This Time

9. NEW BUSINESS

- a. Marathon City Police Department Report with Chief Geske
- b. Discuss and Possible Action on Automatic – Mutual AID Agreement with Edgar Fire Department, Inc.

10. RESOLUTIONS AND ORDINANCES

- a. No Resolutions or Ordinances to Discuss at This Time

**11. VILLAGE BOARD WILL GO INTO CLOSED SESSION PER WIS. STAT. 19.85(1)(e)
“DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE
INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC
BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A
CLOSED SESSION.”**

- a. DG Market
- b. 400 Block
- c. Veterans Park

12. VILLAGE BOARD WILL RETURN TO OPEN SESSION

13. TAKE ACTION ON CLOSED SESSION DISCUSSION IF NECESSARY

14. ITEMS FOR FUTURE MEETINGS & SCHEDULED MEETINGS:

- a. Special Village Board Meeting – Tuesday, April 15, 2025 – 6:00 pm
- b. Regular Village Board Meeting – Wednesday, May 7, 2025 – 6:00 pm
- c. Special Meetings as Needed

15. ADJOURNMENT

Cassie Lang
Clerk, Deputy Treasurer

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN

SPECIAL VILLAGE BOARD MEETING – HYBRID

VILLAGE HALL BOARD ROOM

WEDNESDAY, MARCH 19, 2025 – 6:00PM

MINUTES

1. CALL TO ORDER at 6:01 pm

ROLL CALL: K. HANDRICK, C. RUPLINGER, M. AHRENS, K. SORENSON, K. PAUL, B. PARLIER, J. LAWRENCE

All Board Members present. Parlier arrived at 6:03 pm.

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

Attending in person were Frank and Rose Oelrich and Scott Kraft. Attending virtually was Kevin O'Brien from the Record Review, Katie Johnson from Menzner Hardwoods and Melody Hamlin from Funktion Design Studios.

4. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- a. Discuss and Possible Action on Approval of Minutes for March 5, 2025 Village Board Meeting

Motion – Approve Minutes from March 5, 2025 Village Board Meeting

Motion made by Ruplinger second by Ahrens. Motion passed by voice vote.

5. UNFINISHED BUSINESS

- a. Discuss and Possible Action on Park Fund Balance Transfer

Administrator Cherek gave an update on the Park Fund and General Fund Balances. The General Fund, based off of 2024 preliminary audit numbers will be around \$700,000. Actions taken in 2024 to split TID 2 advancements from the General Fund were discussed and increased the General Fund to safe levels.

Administrator Cherek gave a review of the new balance of the General Fund and its ability to absorb the Park Fund Transfer missed in 2021. Overall, the General Fund cannot financially handle any transfer above \$15,000 without long term financial stress placed on the General Fund due to TID 1 & 2 future advances needed. Cherek informed the Board that the only option would be to consider long term bonding as a replacement revenue for the Park Fund as the General Fund cannot make the transfer needed. He went over the ballpark and 2024 street/4th St sidewalk projects as it relates to the long-term bond needed. Overall, \$506,340 would be needed for the Park Fund Balance and \$360,000 for the 2024 street/sidewalk projects.

The Village can bond up to 2 years' worth of future projects. Administrator Cherek is working with Ehlers Financial advisors to find the best way to save on interest rates for the bond needed to be taken out. A discussion over future Village projects were talked about. Cherek will give the Board a list and summary of all projects along with the projects the Village Administration feels are top priority at the next meeting.

Overall, the Village is looking at April ranking projects, June going over debt/bonding options with Ehlers and July approving the 2-year CIP plan and village bond needed.

6. NEW BUSINESS

a. Discuss and Possible Action on Approval of Alexis Hall for EMT

Administrator Cherek shared a letter of recommendation from Fire Chief Hall in favor of approving Alexis Hall as EMT. She was interviewed and passed a background check.

Motion – Approve Alexis Hall as EMT

Motion made by Paul second by Ahrens. Motion passed by voice vote.

b. Discuss and Possible Action on Appointment of Joshua Krautkramer as Assistant Fire Chief

Administrator Cherek informed the Board of Fire Chief Hall's choice of Joshua Krautkramer for Assistant Chief. Joshua has been a member of the Fire Department and EMS for many years and has currently been serving as Department Treasurer. Cherek recommended Krautkramer as Assistant Chief.

Motion – Approve Appointment of Joshua Krautkramer as Assistant Fire Chief

Motion made by Ahrens second by Paul. Motion passed by voice vote.

c. Discuss and Possible Action on Awarding of Bids for Sale of 1946 Fire Tender

Administrator Cherek notified Trustees that the Village published an ad for 2 weeks in the Record Review and on the Village website accepting bids for the sale of the 1946 Ford Fire apparatus with a 1984 Ford Tender chassis. The Village received 1 sealed bid, opened at the meeting.

Motion – Approve Bid of \$3,500 for Sale of 1946 Fire Tender to Richard Seubert

Motion made by Sorenson second by Ahrens. Motion passed by voice vote.

d. Discuss and Possible Action on Conditional Use Permit for PJM Investments / Menzner Hardwoods Co. This Agenda Item got pushed forward to discuss after 4a.

Administrator Cherek presented the Board with a Conditional Use Permit (CUP) for PJM Investments / Menzner Hardwoods, Inc. for their new parcel site at 345 N. Business Parkway. The CUP includes a variance in the maximum parking spot allowance, the facility design as laid out in the approved Development Agreement and a wood/dust collection system with specified noise level restrictions. It was approved by the Plan Commission on Thursday, March 13, 2025.

Motion – Approve Conditional Use Permit for PJM Investments / Menzner Hardwoods, Co.

Motion made by Ruplinger second by Sorenson. Motion passed by voice vote.

e. Discuss and Possible Action on 2025 Post Office Floor Surfacing Project

In the fall of 2024, it was brought to Administrator Cherek's attention that the Post Office floor is in need of repair. The Village owns the building and USPS leases the space, therefore, it would be the Village's responsibility to make needed repairs.

Cherek met with the Postmaster who began collecting estimates for the repairs. Estimates range between \$17,000 - \$20,000. Trustees guided Cherek to work on getting his own estimates. Cherek does not believe the project would need to be put for bids as it should fall under the \$24,000 limit.

f. Discuss and Possible Action on 2025 Veterans Park Sewer Line

Administrator Cherek opened discussion on the repairs needed on the Veterans Park sewer line. He reminded the Board of the sewer backup discovered during Fundays in September 2024. At that time, Rick's Sewer Service conducted an inspection using a camera system and discovered a lack of cleanouts in the system, significant line separations, leaks and buildup of debris.

Cherek received an estimate for the repairs ranging between \$18,000 - \$23,000. The estimate does not include the cost of repairing blacktop after sewer line is complete, which would be a projected additional \$20,000 to the total cost. He stated the project would need to be put out for bid.

No action was taken at this time.

g. Discuss and Possible Action on Noise Complaint at 4th and Pine Street
This Agenda Item got pushed forward to discuss after 6d.

Administrator Cherek notified Trustees of a seasonal noise complaint over the 4th St and Pine St indoor baseball/softball hitting facility. He has been receiving calls and emails from neighbors about the disruption that the ball hitting the west wall of the building creates in their households. He stated that Police Chief Geske had officers patrol near the area while people were using facility. They reported little noise and activity.

Cherek invited residents Frank Oelrich and Scott Kraft to address the Board at the meeting over their concerns. After some discussion with Oelrich and Kraft, the Board agreed to have Cherek reach out to the building owner and/or facility lessee to assist them in securing the nets in an attempt to prevent the balls from hitting the west wall.

7. RESOLUTIONS AND ORDINANCES

a. Discuss and Possible Action on Repealing of Section 14.2.108(I)(2) of the Subdivision Code entitled General Provisions

Administrator Cherek explained with this Ordinance, a parcel, or adjoining parcels, could be split without review as long as new parcels remain the same size. This could allow new parcels to potentially cross zoning boundaries. Approval of this repeal would make any land survey reviewable. The repeal was approved by the Plan Commission on Thursday, March 13th.

Motion – Approve Repealing of Section 14.2.108(I)(2) of the Subdivision Code Entitled *General Provisions*
Motion made by Ruplinger second by Parlier. Motion passed by voice vote.

8. VILLAGE BOARD WILL GO INTO CLOSED SESSION PER WIS. STAT. 19.85(1)(e) “DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.”

MOTION – VILLAGE BOARD WILL GO INTO CLOSED SESSION PER WIS. STAT. 19.85(1)(e) at 8:02 pm.

Motion made by Ahrens second by Ruplinger. Motion passed by roll call vote.

C. RUPLINGER - Yes
M. AHRENS - Yes
K. SORENSON - Yes
K. PAUL - Yes
B. PARLIER - Yes
J. LAWRENCE - Yes
K. HANDRICK - Yes

- a. 400 Block
- b. DG Market

9. VILLAGE BOARD WILL RETURN TO OPEN SESSION

MOTION – Village Board will return to Open Session at 8:56 pm

Motion made by Ahrens second by Sorenson. Motion passed by roll call vote.

M. AHRENS - Yes
K. SORENSON - Yes
K. PAUL - Yes
B. PARLIER - Yes
J. LAWRENCE - Yes
K. HANDRICK - Yes
C. RUPLINGER - Yes

10. TAKE ACTION ON CLOSED SESSION DISCUSSION IF NECESSARY

No action taken from Closed Session.

11. ITEMS FOR FUTURE MEETINGS & SCHEDULED MEETINGS:

- a. Regular Village Board Meeting – Wednesday, April 2, 2025 – 6:00 pm
- b. Special Meetings as Needed

12. ADJOURNMENT at 8:57 pm

Motion to adjourn made by Ahrens second by Lawrence. Motion passed by voice vote.

Cassie Lang
Clerk, Deputy Treasurer

Administrators report – April 2, 2025

1) Permits:

- Utility Permit – AT&T Tower
- Building Permit – Shed
 - 78 South Road

2) Fire Department.

- 1st Responder Calls February– in Packet
 - 15 total calls
- Fire Calls March – in Packet
 - 2 total calls

3) Administration – Clerks Office

The Administrator's office continues to work on the Capital Improvement Plan. All the projects are compiled, and the management ratings have been completed. In the packet sent to each board member, you will find a list of projects along with the Village Board Rating sheet.

The first group of projects on the rating sheet consists of the highest-rated projects that the Village Administrator has been able to include in the primary 2026 budget. The second group contains top-rated projects that need further consideration to determine if they should be prioritized or if additional funding should be found to complete them. The third group includes high-rated projects that, unfortunately, could not be funded within the 2025-2027 budget cycle.

These allocations may change once we review the Village Board Rating, and we may exchange projects or consider increasing funding through utility rate increases or adjustments to the Village Debt Levy. I plan to review these projects and the Village Board Rating at our next board meeting.

Baseball Update:

The Village recently held a meeting with the Baseball teams, American Legion, and the School District regarding Veterans Park. The meeting went very well, with productive discussions. The group will explore revenue-generating opportunities to help offset costs for park utilities and materials, such as power, water, sewer, and supplies. A Use License Agreement is still being developed to outline each group's responsibilities

Clerk's Office Update:

Yesterday, April 1, 2025 was the Spring Election. Everything ran well and I am thankful for our election workers.

4) Public Works / Utilities

The late-season snow has made plowing challenging at times. We experienced several equipment breakdowns, but the team was able to get everything back up and running smoothly.

5) Administrator events/plans for March:

- Continue Working on the 2025 Capital Improvement Plan & Fund Balance with Ehlers.
- Working on Recreational use license agreements for Veterans Park and New Ball Park.

Steven Cherk



Monthly Report

March 2025

Fire Calls-2 Calls

Village-1

1 mutual aid for SAFER in Town of Stettin

EMS Calls-15 calls

Village-12

Cassel-1

Stettin-2

Training/School-3 currently in class

1-for Certified Firefighter course

2-EMT Part 1

One firefighter took Driver Ops/Pumping weekend course at NTC.

Public Relations-3 events

2-for High School Wrestling going and coming back from State competition.

1-for Youth Wrestling going to State.

Upcoming Events-

Easter Egg Hunt. Sat. 4/20 at St. Anthony's. Joint with Police Dept.

Friends of Marathon Fire annual fundraising banquet. Thurs. 4/24 at Memories Ballroom.

Upcoming Meetings/Drills-

Banquet Committee Meeting. Wed. 4/2

Officer Meeting. Wed. 4/9

Fire Meeting and Drill. Wed. 4/9

EMS Meeting and Drill. Wed. 4/16

State/County Activity-

Worked with the State to set up Image Trend Elite which is a records management solution for Fire and EMS. We have an account set up for Marathon Fire and Josh Krautkramer and myself are getting familiar with the account. This was recommended from the 2% Dues auditor for future audits and will make the transition to the new required NERIS (National Emergency Response Information System) reporting system a lot easier when NFIRS (National Fire Incident Reporting System) goes dormant at the January 31, 2026.

Working with Marathon County Dispatch to verify and update auto-aid responses for calls in the Marathon Fire District.

DARRIN HALL
MARATHON CITY FIRE CHIEF

408 Market St
PO Box 178
Marathon, WI 54448

Cell: 715-680-6632
Non-Emergency Phone:
715-443-2221

marathon.fire@marathoncitywi.gov



	Fire Call Type	Cassel		Marathon		Rib Falls		Stettin		Village		Towns		Village		TOTAL		Mutal Aid	
March												100.00%	23.81%	0.00%	76.19%				
Date		Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Towns		Village		FIRE	EMS	Who	
3/4/2025											1				1		1		
3/5/2025											1				1		1		
3/7/2025									1				1				1		
3/8/2025											1				1		1		
3/8/2025											1				1		1		
3/11/2025	FA									1					1		1		
3/14/2025											1				1		1		
3/15/2025											1				1		1		
3/17/2025											1				1		1		
3/17/2025											1				1		1		
3/20/2025											1				1		1		
3/21/2025											1				1		1		
3/21/2025											1				1		1		
3/25/2025	SF							1				1				1		SAFER	
3/29/2025									1				1				1		
3/30/2025											1				1		1		
3/30/2025			1										1				1		

**AUTOMATIC AID – MUTUAL AID AGREEMENT
MARATHON CITY FIRE DEPARTMENT AND EDGAR FIRE
DEPARTMENT, INC.**

THIS AGREEMENT FOR FIRE PROTECTION SERVICE AUTOMATIC AID is made and entered into as of this ____ day of _____, 2025 (the “Agreement”), by and between the Village of Marathon City (“VILLAGE”), its Fire Department (“MCFD”), and the Edgar Fire Department (“EFD”).

RECITALS

WHEREAS, MCFD and EFD are fire departments within the meaning of Wis. Stat. § 66.0314(1)(c); and

WHEREAS, it is the intent of MCFD and EFD to cooperate and provide assistance as set forth in Wis. Stat. §66.03125 in the geographic areas each provides fire protection services; and

WHEREAS, the parties recognize that response time is critical in preventing the loss of life and damage to property; and

WHEREAS, the parties recognize that there is a cost to providing fire services; and

WHEREAS, this Agreement is entered into pursuant to the authority of the VILLAGE, MCFD and EFD granted under Wis. Stat. § 66.03125, providing for intergovernmental cooperation by MCFD and EFD and shall be mutually binding upon execution of each of the parties pursuant to the authority granted under Wis. Stat. § 66.0301.

NOW, THEREFORE, it is agreed by and between parties hereto that fire protection services will be provided in accordance with the conditions set forth herein.

PROVISIONS

1. **RECITALS:** The recitals set forth above are incorporated into the terms of this Agreement as if fully set forth herein.

2. **EFFECTIVE DATE AND TERMINATION:** This Agreement shall be effective immediately upon the adoption by the VILLAGE, MCFD and EFD and shall terminate only upon the governing body of either the VILLAGE or EFD providing a minimum of sixty (60) days notice, in writing, to the other party of its intent to terminate this Agreement.

3. **GEOGRAPHIC AUTOMATIC AID AREA:** Automatic Aid shall be provided by the parties in following geographic areas:

a. EFD shall provide Automatic Aid for structure fires at no cost to MCFD within the fire district boundaries served by MCFD and depicted in Exhibit A, attached hereto and incorporated herein, within the Town of Cassel, Town of Rib Falls and Village of Marathon City, Marathon County, Wisconsin and to which MCFD provides fire protection service as of the date of this Agreement.

b. MCFD shall provide Automatic Aid for structure fires at no cost to EFD within the fire district boundaries served by EFD within the Town of Rib Falls, Town of Cassel and Village of Edgar, Marathon County, Wisconsin and to which EFD provides fire protection service as of the date of this Agreement.

4. **SCOPE:** The parties agree that the scope of the services to be provided herein are as follows:

a. Automatic Aid for structure fires within the geographic area defined in Section 3.a and 3.b above.

b. Mutual Aid for areas served by the either department outside the geographic area defined in 3.a and 3.b above will be requested via the Marathon County Emergency Dispatch Center ("911") and provided based on availability of the requested department.

5. **COMPENSATION:**

a. Automatic Aid shall be provided at no cost and response will be provided with the fire apparatus and personnel requested by the fire chief or officer in command of the responding department.

b. Mutual Aid shall be rendered at the following rates:

i. Equipment Rate = The responding department's first hour of equipment on scene shall not be charged by or to the requesting department. After the first hour, charges shall accrue in fifteen-minute increment to the requesting department at a rate of \$150.00 per hour per piece of apparatus deployed.;

ii. Labor Rate = \$26.88. (\$25.00 wage plus \$1.88 Social Security) for each responding firefighter per hour.

c. The mutual aid response fees shall be payable and due to the responding party sixty (60) days from the date the invoice issued by the requesting department. Upon payment to the VILLAGE, EFD reserves the right to charge and collect fees from the recipients of these emergency response services at rates to be determined solely by the EFD.

6. **RULES AND REGULATIONS:** MCFD and EFD have established the following regarding response, incident command, communication, and operations.

a. MCFD and EFD will be dispatched via the Marathon County Emergency Dispatch Center (“911”) simultaneously 24 hours per day, 7 days a week, 365 days a year for the geographic area identified in 3.a and 3.b above to respond to fire situations.

b. In the event that either department to this Agreement is unavailable to respond, that department must communicate directly to the other department of its inability to respond.

c. The responding department that arrives on scene initially will communicate to the other department regarding the need for continued response.

d. The responding department that arrives on scene initially will assume incident command. Incident command may be transferred between departments as needed by the Command Officers on-scene.

e. If either department requires additional resources for the provision of the joint services, the other department shall, within their respective available resource and capabilities, provide those resources at no cost.

f. EFD and MCFD shall each be responsible for submitting run reports for all incidents and operations within their respective jurisdictions, including Automatic Aid and Mutual Aid responses occurring within the other department’s jurisdiction. These reports must include detailed documentation of personnel involved, apparatus utilized, and any other relevant operational details. Both departments shall submit and exchange these reports to ensure accurate record-keeping and verification. All reports shall be submitted in a timely manner to comply with the 2% credit requirements and Insurance Services Office (ISO) audits.

7. **RISK ALLOCATION.**

a. Immunity. Both parties are governmental entities entitled to governmental immunity under the law including Wis. Stat. § 893.80. Nothing contained herein shall waive the

rights and defenses to which each party may be entitled under law including all of the immunities, limitations, and defenses under Wis. Stat. §893.80, or any subsequent amendments thereof.

b. **Responsible for Own Actions.** MCFD and EFD shall each bear the risk of its own actions, as it does with its day-to-day operations.

c. **Employee Claims.** The employees of MCFD and EFD shall be covered by his or her employing municipality for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 Wisconsin statutes.

8. **INSURANCE.** Each party shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement

9. **SURVIVAL OF OBLIGATIONS.** The obligations set forth in this paragraphs 1 and 8 shall survive the termination of this Agreement.

10. **INDEMNIFICATION AND RELEASE.** The parties hereto shall defend, indemnify and hold harmless the other party, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the other party hereto, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of this Agreement.

11. **AUTHORIZATION:** The parties by signing this Agreement, authorize their respective fire chiefs, or officers in command, to render or request Automatic Aid and/or Mutual Aid to the other party in this Agreement. Requests may be granted only to the extent personnel and equipment are available beyond that required to maintain adequate protection of its fire protection area.

12. **SEVERABILITY:** The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the remaining portions of this Agreement or other parts thereof.

13. **ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding of the parties as set forth and supersedes all prior written and/or verbal agreements between the parties hereto.

IN WITNESS WHEREOF, MCFD and EFD each cause this instrument to be signed, sealed and attached on its behalf, by its duly authorized representatives, all as of the day and year first above written.

[Signatures and acknowledgments on following page]

VILLAGE OF MARATHON CITY

EDGAR FIRE DEPARTMENT, INC.

By: _____
Kurt Handrick Jr., Village President

By: _____
Mike Wagener, Chief

ATTEST:

ATTEST:

Cassandra Lang, Village Clerk

Craig Kornak, Assistant Chief

Darrin Hall, Fire Chief

Bill Tess, Treasurer

EXHIBIT A
FIRE DISCTRICT BOUNDARIES

