VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN AGENDA

VILLAGE BOARD MEETING – HYBRID VILLAGE HALL BOARD ROOM WEDNESDAY, MAY 7, 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: Monday, May 5, 2025

TIME: 1:30 pm

Notice Received by Record-Review

DATE: Monday, May 5, 2025

TIME: 1:30 pm

1. CALL TO ORDER

ROLL CALL: K. HANDRICK, M. AHRENS, K. SORENSON, K. PAUL, B. PARLIER, J. LAWRENCE, A. CABRERA

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 April 15, 2025 Special Village Board Organizational Meeting

5. APPROVAL OF LICENSE APPLICATIONS

- a. Discuss and Possible Action on Operator License Application for William Bolin for GPM (R-Store)
- b. Discuss and Possible Action on Operator License Application for Kira Giese for True North Energy

6. REVIEW AND APPROVAL OF BILLS

7. ADMINISTRATORS REPORT

8. UNFINISHED BUSINESS

- a. CIP Project Ranking Results
- b. Discuss and Action on Awarding of Post Office Floor Resurfacing Contract

9. NEW BUSINESS

- a. Discuss and Review 2025 Renewal Applications for Class A and Class B Liquor Licenses
- b. Discuss and Review 2025 Renewal Applications for Operator's Licenses
- c. Discuss and Review 2025 Renewal Applications for Cigarette Licenses
- d. Discuss and Review 2025 Renewal Application for Mobile Home Park License
- e. Discuss and Review John Candy LLC Water Main and Sanitary Sewer Easement

10. RESOLUTIONS AND ORDINANCES

a. No Resolutions or Ordinances to Discuss at This Time

11. ITEMS FOR FUTURE MEETINGS & SCHEDULED MEETINGS:

- a. Regular Village Board Meeting Wednesday, June 4, 2025 6:00 pm
- b. Special Meetings as Needed

12. ADJOURNMENT

Cassie Lang Clerk/Deputy Treasurer

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN

SPECIAL VILLAGE BOARD ORGANIZATIONAL MEETING – HYBRID VILLAGE HALL BOARD ROOM TUESDAY, APRIL 15, 2025 – 6:00PM

MINUTES

1. CALL TO ORDER at 6:01 pm by President Handrick

ROLL CALL: K. HANDRICK - Present, M. AHRENS - Present, K. SORENSON - Absent, K. PAUL - Present, B. PARLIER - Present, J. LAWRENCE - Absent, A. CABRERA - Present

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. SWEAR IN NEWLY ELECTED MEMBERS

- a. Village President Kurt Handrick, Jr.
- b. Village Trustees Kevin Sorenson, Mark Ahrens, Alex Cabrera

Clerk Lang administered the Oath of Office to incumbents Village President Kurt Handrick, Jr and Trustee Mark Ahrens and newly elected Trustee Alex Cabrera.

5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

a. Discuss and Possible Action on Approval of Minutes for April 2, 2025 Village Board Meeting

MOTION – Approve Minutes from April 2, 2025 Village Board Meeting

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

6. VILLAGE BOARD COMMITTEE ASSIGNMENTS

- a. Public Property / Street Committee Committee of the Whole, Opening for Chair
- b. Fire & Police Committee Committee of the Whole, Sorenson Chair
- c. Finance Committee Committee of the Whole, Handrick Chair
- d. Licensing Committee Committee of the Whole, Ahrens Chair

The various Committees meet as a whole; however, each Committee is headed by a Chair Person. Board members discussed reassignments of each Committee.

6a MOTION - Approve Trustee Parlier as Public Property / Street Committee Chair

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

6b MOTION - Approve Trustee Sorenson to Remain as Fire & Police Committee Chair

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

6c MOTION - Approve Trustee Ahrens as Finance Committee Chair

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

6d MOTION – Approve Trustee Paul as License Committee Chair

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

7. UNFINISHED BUSINESS

8. NEW BUSINESS

a. Discuss and Possible Action on Appointment of Leon Olbrantz to Plan Commission Administrator Cherek informed the Board that Leon Olbrantz's term on the Plan Commission is expiring this month. Cherek stated that Clerk Lang spoke with Olbrantz about his decision to stay on the Plan Commission for another 3-year term.

MOTION – Approve Appointment of Leon Olbrantz to the Plan Commission

Motion made by Handrick second by Parlier. Motion passed by voice vote.

b. Discuss Capital Improvement Plan

Prior to the meeting, Administrator Cherek presented each Board Member with a book outlining a draft Capital Improvement Plan for them to review and rate projects. He used this meeting to answer any questions they may have to help them with the rating process. Cherek pointed out that projects receiving an average Village Board rating below a B will be postponed from funding consideration in the 2025-2027 CIP cycle.

Based on the Board's collective ratings, Cherek will prepare a finalized Capital Improvement Plan to include 2025-2027 funded projects and projected priorities for the 2028-2030 CIP cycle.

Cherek informed Trustees that the following projects have already been approved by the Board in previous meetings:

- County Materials Sports Complex Phases 1A 1B 1C
- 4th Street Sidewalk Expansion
- North Industrial Park Expansion
- Water Reservoir and Inspections
- Community Circle Sonnentag Rd Oak St

Cherek requested Board Members rate the projects how they feel fits Village needs best and return to the Clerk's Office by April 23rd. More discussion on the ratings of the projects will occur at the May 7th meeting and Cherek envisions adopting the 2025-2027 Capital Improvement Plan by July.

9. RESOLUTIONS AND ORDINANCES

Cherek stated that although there was nothing originally on the Agenda, he has had some requests to look into Ordinance 13.3.5(3)(f) in regards to residential fences. He has approved building permits for a couple fences in the past weeks and the wording seems to be unclear in the Ordinance. Cherek wanted to know from the Board if they would like him to look into Amending Ordinance 13.3.5(3)(f). Cherek and the Board will revisit this Ordinance change at a later meeting.

10. ITEMS FOR FUTURE MEETINGS & SCHEDULED MEETINGS:

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

11. ADJOURNMENT at 7:20 pm

Motion to adjourn made by Paul second by Parlier. Motion passed by voice vote.

Cassie Lang Clerk / Deputy Treasurer

Administrators report – May 7, 2025

- 1) Permits:
 - 3 Building Permits
 - 808 8th St Deck
 - 608 7th St Fence
 - 1014 Hillside Dr Windows & Doors
 - Sign Permit
 - 705 Third St
 - Temporary Sign Permit
 - 400 Block Lions Club Fundraiser
 - Storm Drain Stenciling Permit
 - Marathon School District
 - Special Event Application
 - Marathon City Farmers Market 400 Block / Veterans Park
- 2) 2. Fire Department
 - 1st Responder Calls April– in Packet
 - 10 total calls
 - Fire Calls April in Packet
 - 4 total calls

3) Administration – Clerks Office

The Administrator's Office continues to manage several ongoing projects and daily tasks. Over the past month, the top priority has been completing the new baseball park. While reviewing the final punch list and developing a to-do list, it has become clear that a significant amount of finishing work remains before the grant completion deadline of June 30. With a \$450,000 grant at stake, this project must be the primary focus.

I want to inform the Village Board that I had two experts inspect the infield and dugout areas. All infields require modifications, with the associated change order totaling \$50,580. The experts noted that while planting grass may help mitigate some of the dugout drainage issues, they recommend installing a drainage tile system along the infields and routing it to an outfall behind the outfield fence. This solution would address ongoing drainage concerns at the dugouts and surrounding areas but would be costly and require additional Village funding. It is possible to delay this work to see if the grass resolves the issue; however, postponing may result in higher costs later.

Some of the greatest budget pressures stem from items that were not originally included in the project plan but are required based on previously signed Village agreements. These include a property line berm and fence costing \$31,751.25, and the grass area on Field 4, which will cost \$12,261.25 before seeding. These expenses were drawn from the project's contingency fund, despite never being part of the initial project plan approved last year, making it increasingly difficult to meet our overall project budget goals.

To reduce costs, we have relied heavily on manual labor from the Village Administrator and Public Works employees, resulting in a backlog of other necessary tasks. We plan to complete the planting of the grass area and berm seeding in-house. Additional work being handled by Village staff includes painting the concession stand and bathroom, as well as installing the backstops and scoreboards. Even with these inhouse efforts, and factoring in the required infield modifications, we currently anticipate going over budget.

Overall, I believe the project will be substantially complete, excluding the new playground, by June 30, with the potential to host the first games by July. Achieving this goal will require adequate staffing and support from Village employees during the final phase of the project.

4) Public Works / Utilities

The Public Works/Utilities Department is currently very busy. To save on costs and stay within budget, we have several in-house projects planned for them this summer. The first project was a necessary sewer line repair at Veterans Park. Additionally, there are several projects scheduled around the County Materials Sports Complex, including painting, placing rocks by the flagpoles, and repairing washout areas along the field near Little Lions Daycare. There is also a project scheduled for late May at the Sewer Plant. That project is the replacement of 48 airlines in the Clarifiers on the Aeromod system that cracked this winter. Although the parts are given to us free of charge under warranty, this will tie up our staff from completing other tasks. Market and Johnson plans on sending us a person to help us free of charge for the Clarifier project.

We recently posted a part-time summer position, ideally looking for someone with availability closer to full-time to support a variety of exciting projects, including the new baseball park, street line painting, and lawn care. The posting closed this week, and we're pleased to have one candidate lined up for an interview who is available for half-day shifts.

Besides this, our part-time summer helper from last year has confirmed they're happy to return and assist again this season when needed.

- 5) Administrator events/plans for March:
 - Continue working on the 2025 Capital Improvement Plan & Fund Balance with Ehlers.
 - Continue working to complete the following projects: 4th Street Sidewalk Project, North Industrial Park, County Materials Sport Complex, Post Office floor repair, along with various street projects.

Steven Cherek

Village Administrator



Monthly Report

April 2025

Fire Calls-4 Calls

Rib Falls-2 Calls

Grass Fire-Called Edgar and Hamburg for Mutual Aid for Brush Trucks and UTV's

Grass Fire-Called Hamburg for Mutual Aid for Brush Truck and UTV

Stettin-1 call

Barn Fire- Auto Aid for Hamburg

Hamburg-1

Grass Fire- Mutual Aid for Hamburg

EMS Calls-10 calls

Village-7

Stettin-3

<u>Training/School</u>-2 currently in class

2-EMT Part 1

Public Relations-3 events

Severe Weather Awareness at MHS, MAES and St. Mary's schools

Easter Egg Hunt

Raffle/Banquet

Upcoming Events- None scheduled.

Upcoming Meetings/Drills-

Fire Meeting and Drill. Tue. 5/6

Officer Meeting. Tue. 5/6

MABAS Division 130 Quarterly Meeting held this quarter at Marathon Fire Dept.

EMS Meeting and Drill. Wed. 5/21

State/County Activity-

Continued training with Image Trend Elite

Continuing to work with Edgar, Hamburg and Marathon County Dispatch to verify and update auto-aid responses for calls in the Marathon Fire District.

Other-

Storm watch and tornado siren on 4/28

Approx. 12 people came to the station for shelter

One new applicant for Fire



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 | | Casse | el | Ma | rathon | | 19 | Rib Fa | alls | Ste | ettin | | | Villa | ge | | Tov | vns | Vill | lage | | TOT | AL | M | lutal Aid | |
|--------------|----------------|------|-------|----|----------|--------|---|------|--------|------|------|-------|---|------|-------|----|----|---------|--------|--------|--------|------|-----|-----|----|-----------|---------|
| | | | 0 | 1 | | 0 | 0 | | 0 | 0 | 1 | | 2 | | 1 | | 12 | 1 | 3 | 1 | 12 | 2 | 2 | | 15 | 0 | |
| April | | | | | | | | | | | | | | | | | | 50.00% | 20.00% | 50.00% | 80.00% | 6 | | | | | |
| Date | | Fire | E | MS | Fire | EMS | | Fire | E | MS | Fire | EMS | | Fire | | MS | | Tov | vns | Vill | lage | FIRE | | EMS | | | Who |
| 4/2/2025 | | | | | | | | | | | | | | | | | 1 | | | | | L | | | | | |
| 4/5/2025 | | | | | | | | | | | | | | | | | 1 | | | | | L | | | | | |
| 4/7/2025 | | | | | | | | | | | | | 1 | | | | | | 1 | | | | | | | | |
| 4/9/2025 | | | | | | | | | | | | | | | | | 1 | | | | | L | | | | | |
| 4/11/2025 | | | | | | | | | | | | | | | | | 1 | | | | | 1 | | | | | |
| 4/11/2025 GF | | | | | | | | | 1 | | | | | | | | | 1 | | | | | | | | | |
| 4/12/2025 GF | | | | | | | | | 1 | | | | | | | | | 1 | | | | | | | | | |
| 4/12/2025 GF | | | | | | | | | | | | | | | | | | | | | | | 1 | | To | own of I | lamburg |
| 4/13/2025 | | | | | | | | | | | | | | | | | 1 | | | | | L | | | | | |
| 4/21/2025 BF | | | | | | | | | | | 1 | | | | | | | 1 | | | | | | | | | |
| 4/22/2025 | | | | | | | | | | | | | | | | | 1 | | | | | 1 | | | | | |
| 4/24/2025 | | | | | | | | | | | | | | | | | 1 | | | | | L | | | | | |
| 4/29/2025 | | | | | | | | | | | | | 1 | | | | | | 1 | | | | | | | | |
| 4/30/2025 | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | |
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| | | | 0 | 0 | · · | 0 | 0 | | 2 | 0 | 1 | | 3 | | 0 | | 7 | 3 | 2 | | | 7 | 1 | | 0 | 0 | |
| | | | | | | | | | | | | | | | | | | 100.00% | 22.22% | 0.00% | 77.789 | 6 | | | | | |

| 2025 - 2 | 027 CIP Village Bo | oard Rating She | eet | | | |
|--|--------------------|----------------------|---|--------|---|--|
| Project | Cost | Management Rating | Village Board Average Rating Score | Rating | Utility Board 25-27 Approve vs Deffer to 2028 - 2030 | Village Board Approved to move forward prior to CIP |
| Post Office Floor Replacement | \$20,000.00 | A | 4 | A | | |
| Veterans Park Sewer Line Replacement | \$43,000.00 | A | 2 | С | | |
| County Materials Sports Complex – Phase 1C | \$175,000.00 | В | 3 | В | | Approved |
| County Materials Sports Complex – Phase 1A & 1B | \$432,369.81 | В | 3.25 | В | | Approved |
| 4th Street Sidewalk Expansion | \$170,406.00 | A | 3.25 | В | | Approved |
| Replacement of Municipal Well 1 | \$2,990,000.00 | A | 3.75 | В | Approved | - 11 |
| Water - Reservoir & Inspections | \$10,000.00 | A | 3.5 | В | Approved | |
| Water Tower – Maintenance Painting and Repairs | \$120,000.00 | A | 4 | A | Approved | |
| Sanitary Sewer Main - Cured-in-place Pipe Lining | \$674,213.00 | A | 3.25 | В | Approved | |
| Community Circle – Culvert Replacement | \$25,000.00 | A | 3 | В | - 11 | Approved |
| Oak Street – 4th to 5th | \$15,000.00 | A | 3.25 | В | | Approved |
| Sonnentag Road – Pine Street to Village's West Boundary | \$20,000.00 | A | 3 | В | | Approved |
| North Business Park Expansion | \$924,097.00 | A | 3.5 | В | | Approved |
| 1996 International Plow-Dump Truck Replacement | \$265,000.00 | A | 2.25 | С | | 11 |
| STH 107 - State Project 6360-05-05 Reconstruction | \$90,000.00 | A | 3.8 | В | | Approved |
| Water Plant Chemical Room Upgrade | \$91,000.00 | A | 2.4 | С | Deffered | 11 |
| Street Overlays and Surface Treatments | \$35,500.00 | A | 3.4 | В | | |
| Market St – 4th to 8th Reconstruction | \$349,296.00 | A | 3 | В | | |
| Top – Priority Projects | ** *, * * * * | | | 2 | | |
| Washington Street Reconstruction (6th St to 7th St) | \$260,755.00 | A | 3 | В | Pending, Streets | |
| 1999 Street Sweeper Replacement | \$368,000.00 | A | 2.5 | С | , | |
| 2019 Dodge Durango Replacement | \$65,000.00 | A | 2.8 | С | | |
| Ordinance- Codification, Supplementation, and Online Hosting | \$32,334.00 | A | 2.6 | С | | |
| Water Main Loop Project | \$927,725.00 | В | 2.6 | С | Deffered | |
| 2012 Dodge Truck Replacement | \$49,500.00 | C | 1.75 | D | Deffered | |
| Projects Requiring Additional Funding or | <u> </u> | | | | | |
| Spruce St - 4th to 5th | \$39,497.92 | В | 2.75 | С | | |
| 4th Street - Thornapple to Pheasant | \$134,589.84 | В | 3 | В | | |
| 5th Street - East to Main | \$302,996.11 | В | 3 | В | | |
| 5th Spruce Street to Main Street | \$417,949.84 | В | 3.5 | В | | |
| Walnut / Maraview Dr (Culvert Replacement) | \$15,000.00 | В | 3 | В | | |
| Chestnut Street - 6th to 7th | \$51,777.88 | В | 2.5 | C | | |
| Pine Street – 3rd to 4th | \$67,513.60 | C | 2 | С | | |
| Drainage Retention Pond - Culvert – 4th Street | \$30,000.00 | D | 1 | D | | |
| 1994 Stiner Utility Tractor | \$60,000.00 | C | 1.5 | D | | |
| 7th Street – Chestnut Street to Washington | \$197,520.40 | С | 2 | C | | |
| 6th Street – Washington Street to Hickory Street | \$93,216.82 | C | 2 | С | | |
| Hickory Street – 6th to 7th | \$89,615.68 | В | 2.5 | С | | |
| Pine Street – 2nd North to Cul-De-Dac | \$40,823.06 | C | 1.5 | D | | |
| Hemlock Street – 8th to 7th | \$103,882.24 | C | 2 | C | | |
| Washington Street – 2nd to 3rd | \$89,763.52 | В | 2.75 | С | | |
| Hickory Street – 1st to 2nd | \$54,445.16 | В | 2.73 | С | | |
| 2002 CAT Loader/Plow | \$380,000.00 | C | 1.75 | D | | |
| 1990 Idaho Norland loader Mounted Snow Blower | \$175,000.00 | C | 1.75 | D | | |
| TOTAL 2025 - 2027 CIP Project Cost | \$10,496,787.88 | <u> </u> | 1.5 | _ | | |
| 101112 2000 NON OIL LIOJOU COSE | \$10,170,707.00 | | | l | l | i |

| 2025 Estimate - Post Office floor | | | | | | | |
|-----------------------------------|-------|-----------|--|--|--|--|--|
| Company | Price | | | | | | |
| Crane Engineering | \$ | 15,910.00 | | | | | |
| WI Coating Specialist | \$ | 15,210.00 | | | | | |
| VAP | \$ | 17,704.00 | | | | | |

WATER MAIN AND SANITARY SEWER EASEMENT

Document Number

This Water Main and Sanitary Sewer Easement ("Easement") is made effective as of this ____ day of ______, 2025, by and between John Candy, LLC, a Wisconsin Limited Liability Company referred to herein as "Grantor" and the Village of Marathon City, a Wisconsin municipal corporation (the "Village," also referred to herein as "Grantee"). Grantor does hereby grant unto said Grantee, its successors and assigns, the permission, authority, privilege and easement to lay, construct, maintain and use for the distribution and/or transmission of water and sanitary sewer piping, lines, and/or mains laid under and along that certain easement area as described and depicted on the attached Exhibit "A," on land owned by Grantor in the Village of Marathon City, County of Marathon, State of Wisconsin ("Easement Area").

Record this document with the Register of Deeds

Name and Return Address:

Shane J. VanderWaal VanderWaal Law, S.C. P.O. Box 1343 Wausau, WI 54402-1343

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Consideration</u>. Grantee shall pay Grantor Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as and for consideration for this Easement for the purpose of laying, constructing, maintaining and using for the distribution and/or transmission of sanitary sewer, water lines and/or mains as set forth herein. Said sum shall be paid to Grantor prior to Grantee entering said property for the purposes delineated herein.
- 2. <u>Grant of Easement</u>. Grantor does hereby grant and convey to Grantee a permanent and perpetual easement to enter, construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol sanitary sewer and water lines, piping, and/or mains on and in the Easement Area as well as for performing all monitoring, maintenance, and testing related to said lines as Grantee may from time to time require.
- 3. <u>Indemnification</u>. Grantee will indemnify, defend and hold Grantor and its agents and employees harmless from any and all claims, damages, losses and expenses, including attorney's fees and costs, sustained by Grantor on account of any suit, judgment, execution, claim or demand arising out of the activities provided in this Easement.
- 4. <u>Manner of Village's Activities</u>. All activities allowed, pursuant to this Easement and those incidental thereto, shall be carried on in a reasonable manner such that Grantor's business operation, if any, and any improvements on Grantor's property are not damaged or disturbed.

- 5. <u>Grantor's Reservation</u>. Grantor hereby reserves unto itself the right to use the Easement Area; provided, however, that any such use shall not unreasonably disturb or interfere with said activities or prevent reasonable use of the Easement Area for the purposes of the grant of the Easement herein.
- 6. <u>Restoration</u>. The Village agrees that such of the surface of the soil as may be disturbed for the purpose of the grant of the Easement herein, prior to the termination of this Easement and at the expense of the Village, will be placed in a condition substantially the same as existed immediately prior to such disturbance and that the area subject to the Easement will be filled in conformance with all applicable laws, rules and regulations.
- 7. Within the Easement Area, Grantor agrees that it will not in any manner interfere with the Grantee's access to, or use of the Easement Area as set forth in paragraph 2 hereinabove.
- 8. <u>Binding Effect.</u> This Easement shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. This Easement runs with the land.
- 9. <u>Representation Of Grantor.</u> Grantor warrants and represents that Grantor's property is not designated managed forest crop land under applicable Wisconsin law and that Grantor has good title to the Grantor's property, free and clear of all liens and encumbrances, except: _______.
- 10. <u>Severability</u>. If any term, provision, or condition of this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby; and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.
- 11. <u>Notices</u>. All notices to either party to this Easement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
- 12. <u>Entire Agreement</u>. This Easement sets forth the entire understanding and agreement of the parties with respect to the matters described herein and all prior agreements, understandings, negotiations and discussions are integrated and merged into this Easement.
- 13. <u>Governing Law</u>. This Easement shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Easement on the date and year set forth above:

JOHN CANDY, LLC GRANTOR

| Granto | |
|--|--|
| | John Hack, Managing Member |
| | |
| ACKNO | OWLEDGMENT |
| STATE OF WISCONSIN) | |
|) ss | |
| COUNTY OF MARATHON) | |
| Demandler come hafana ma dhia | day of 2025 the charge governed John |
| Hack to me known to be the person who e | day of, 2025, the above named, John executed the foregoing instrument and acknowledged |
| that he/she executed the same as the properl | |
| r. r. r. | y |
| | |
| | |
| | Signature of Notory |
| | Signature of Notary |
| | Printed Name of Notary |
| | Notary Public, State of Wisconsin |
| | My Commission expires (is) |

GRANTEE: VILLAGE OF MARATHON CITY

| | By: |
|---|--|
| | Kurt Handrick Jr., President |
| ACI | Attest:Cassie Lang, Clerk |
| ne. | AND WELD GIVIEN |
| STATE OF WISCONSIN) | |
| COUNTY OF MARATHON) | |
| Handrick Jr., Village President, and Casto me known to be the persons and | day of, 2025, the above named, Kursie Lang, Village Clerk, of the Village of Marathon City officers who executed the foregoing instrument and ame as such officers by the Village of Marathon City's |
| | Signature of Notary |
| | Printed Name of Notary Notary Public, State of Wisconsin My Commission expires (is) |

This instrument drafted by: Shane J. VanderWaal VanderWaal Law, S.C. 226411 Rib Mountain Drive, Suite 2 P.O. Box 1343 Wausau, WI 54402-1343 (715) 845-9401 Per legal description provided.

UTILITY EASEMENT DESCRIPTION TO THE VILLAGE OF MARATHON CITY

A Utility Easement located in the Lot 1, Marathon County Certified Survey Map No. 19317, Recorded on Document No. 1866136, located in the Southeast Quarter of the Southwest Quarter of Section 31, T29N, R6E, Village of Marathon City, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest Corner of Lot 1, Marathon County Certified Survey Map No. 19317, Recorded on Document No. 1866136, said point being the Point of Beginning (P.O.B.) of this Utility Easement,

Thence N16°49'21"W, along the west line of said Lot 1 36.03 feet; Thence S73°34'26"E, 154.68 feet to the south line of said Lot 1; Thence N86°09'46"W, along the south line of said Lot 1, 138.25 feet to the Point of Beginning.

This Utility Easement contains 0.05 acres (2,330 Sq.Ft.) more or less and is subject to all other easements and rights-of-ways of record.

