



311 Walnut Street | P.O. Box 487  
Marathon City, WI 54448  
Tel: 715-443-2221  
www.marathoncitywi.gov

# VILLAGE BOARD OF TRUSTEES

## OFFICIAL NOTICE & AGENDA – AMENDMENT

Wednesday, January 7, 2026  
6:00 pm – Marathon Municipal Center

### 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 DECEMBER 3, 2025 REGULAR VILLAGE BOARD MEETING MINUTES

### 5. APPROVAL OF LICENSE APPLICATIONS – No License Applications

### 6. ADMINISTRATORS REPORT

### 7. UNFINISHED BUSINESS – No Unfinished Business

### 8. NEW BUSINESS

a. Discuss and Approve Marathon School District Parks Use License Agreement

b. Discuss and Approve NCWRPC Comprehensive Plan Update Proposal

c. Discuss and Approve Certified Survey Map for Mitchell Baumann

d. Discuss and Approve 2026 Fire Safety and Prevention Inspections agreement with Clark Professional Services, LLC

e. Discuss and Approve 941 Blue Stone Lane, LLC. Declaration

### 9. REVIEW AND APPROVAL OF BILLS

### 10. RESOLUTIONS AND ORDINANCES

a. Discuss and Approval of Resolution 2026-01-01A – Approving Marathon City's Safe Routes to School Plan

### 11. VILLAGE BOARD WILL GO INTO CLOSED SESSION BY ROLL CALL VOTE 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. Discussion of TID #1 Development Agreements

b. Stittleburg Restorative Health Care Development Agreement

### 12. VILLAGE BOARD WILL RETURN TO OPEN SESSION BY ROLL CALL VOTE

### 13. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

### 14. FUTURE SCHEDULED MEETINGS:

a. Regular Village Board Meeting – Wednesday, February 4, 2026 – 6:00 pm

b. Special Village Board Meeting – As Needed

### 15. ADJOURNMENT



#### 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

*Kurt Handrick, Jr.*

Village President

*Cassie Lang*

Village Clerk / Deputy Treasurer



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Kurt Handrick, Jr.

Village President

Cassie Lang

Village Clerk / Deputy Treasurer



# VILLAGE BOARD OF TRUSTEES

## MINUTES

Wednesday, December 3, 2025

### 1. CALL TO ORDER at 6:01 pm

ROLL CALL: K. HANDRICK-Present, M. AHRENS-Absent, K. SORENSON-Present, K. PAUL-Present, B. PARLIER-Absent, 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  
Present Virtually: Kevin O'Brien – Record Review

### 4. APPROVAL OF NOVEMBER 12, 2025 SPECIAL BUDGET HEARING MEETING MINUTES MOTION – Approve November 12, 2025 Special Budget Hearing Meeting Minutes

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

### 5. APPROVAL OF LICENSE APPLICATIONS – No License Applications to Approve

### 6. ADMINISTRATORS REPORT

Administrator Cherek presented the Board with an update of daily operations of the Village for the month of November and upcoming operations for December. Details of the report can be found in Agenda Packet.

### 7. UNFINISHED BUSINESS – No Unfinished Business

### 8. NEW BUSINESS

- a. Discuss and Approve Contract for 2025 Audit with Kerber Rose  
Administrator Cherek presented the Board with a contract for 2025 audit services with Kerber Rose. Audit fees to not exceed \$26,500, an increase of \$5,100 from last year. This increase has been accounted for in the approved Budget. Cherek feels that the Village works well with Kerber Rose and with an interim audit happening this fall, the final audit should go smoothly.  
**MOTION – Approve Contract for 2025 Audit with Kerber Rose**  
Motion made by Sorenson second by Paul. Motion passed by voice vote.
- b. Discuss Appointment of Frederick Tylinski to Marathon Fire Department Cadet Program  
Cherek stated Fire Chief Darrin Hall interviewed Frederick Tylinski and recommended him for the Cadet Program. Cherek recommends appointment.  
**MOTION – Appoint Frederick Tylinski to the Marathon Fire Department Cadet Program**  
Motion made by Sorenson second by Paul. Motion passed by voice vote.
- c. Discuss and Approve Awarding of Contract for Cure-In-Place Piping Project Notice of Award and Bid Tabulation  
On November 13<sup>th</sup>, the Village and Vierbicher Associates opened and reviewed bids for the cure-in-place piping project approved in the CIP. 3 bids were received ranging from \$450,745.75 to \$586,789.50 with Visu-Sewer coming in at the lowest bid of \$450,745.75 for

the 11,525 lineal feet identified as the worst sections. Cherek indicated the Village has worked with Visu-Sewer on a past project. Both Vierbicher and Director of Public Works, Ken Bloom, recalled working well with Visu-Sewer and receiving good results with that project. The bid came under budget \$196,000 from what was allotted in the bonding with the Capital Improvement Plan. The Village plans to televise older areas not originally included in the project with the extra budgeted money. Cherek and Vierbicher Engineer, Todd Halvensleben, recommend awarding of bid contract to Visu-Sewer.

**MOTION – Approve Awarding of Contract to Visu-Sewer for Cure-In-Place Piping Project**

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

- d. Discuss and Approve Election Inspectors for the 2026-2027 Election Cycle  
Clerk Lang stated the Village received party affiliations from both Democratic and Republican parties. All but 2 from current cycle will be returning with addition of 3 new Election Inspectors: Suzie Lang, Nancy Krautkramer and Donna Courchaine. All Inspectors have received the required training and are set for the upcoming cycle.

**MOTION – Approve Election Inspectors for the 2026-2027 Election Cycle**

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

- e. Discuss and Approve Certified Survey Map at 1007 Krautkramer Road  
Administrator Cherek presented a Certified Survey Map for adjoining parcels at 1007 Krautkramer Road owned by 1 individual. The current lots split with a lot line going directly through a storage unit. The new CSM would keep all storage units on 1 parcel with the extra parcel being a vacant lot.

**MOTION – Approve Certified Survey Map at 1007 Krautkramer Road**

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

**9. REVIEW AND APPROVAL OF BILLS**

Trustees questions the following bill payments:

Check 49147 – Custom Lawn Service – leaf removal at Tower Park

Check 49164 – Nathan Seubert – Mileage for firefighter training

Check 49166 – Richard Seubert, Jr. – books for firefighter training

Check 49170 – Bogie Enterprises, Inc. – new street sweeper

Check 49171 – Digital Alley – PD body cams

**MOTION – Approve Payment of Bills**

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

**10. RESOLUTIONS AND ORDINANCES – No Resolutions or Ordinances**

**11. FUTURE SCHEDULED MEETINGS:**

- a. Regular Village Board Meeting – Wednesday, January 7, 2026 – 6:00 pm  
b. Special Board Meeting – As Needed

**12. ADJOURNMENT at 6:42 pm**

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

## Administrator's Report – January 7, 2026

### 1) Permits

- Building Permits (1)
  - 904 Thornapple St – Remodel/Alterations
- Utility Permits (4)
  - 308 2<sup>nd</sup> St – WPS – Gas Line repair
  - 8<sup>th</sup> & Main St – WPS – replace 40 ft power line in ROW, not under road

### 2) Fire Department

- First Responder Calls – December 2025
  - 15 Total Calls: 4 in Towns, 11 Village
- Fire Calls – November 2025
  - 9 total calls: 5 in Town Sections, 3 Village, 1 Mutual Aid – T. Hamburg

The Fire Department will hold its annual Christmas banquet on January 10th. This year, I plan to conduct the oath and badge-pinning ceremony for 5 new firefighters, 2 first responders, and the assistant fire chief.

### 3) Administration – Clerk's Office

The Administration Office remains busy with tax collection and utility billing. We have also been completing end-of-year accounting cleanup and working with KerberRose, the audit team, to ensure accuracy. KerberRose will be on-site the week of January 26th to conduct the Village's 2025 audit.

### 4) Public Works / Utilities

- Public Works and Utilities are continuing winter operations. We have noticed property owners placing garbage cans in the street instead of on the driveway. This has created issues for snow removal and requires us to return later to clean up certain areas
- We experienced a water main break on Maraview Drive, discovered on Saturday, January 3rd, and repaired on Sunday, January 4th
- We suspect another water main break that has not yet surfaced. We are working this week to identify its location, as we are currently losing water.

### 5) Administrator Activities & Plans for January

- 2025 Audit with KerberRose.
- Work with SAFER and the Mosinee Fire Districts on Mutual Aid/Automatic Aid agreement updates.

Steven Cherek

Village Administrator



## Monthly Report

December 2025

### Fire Calls-9 Calls

Mutual Aid-Town of Rib Falls. (Hamburg Fire)-1 Call

Village of Marathon-3 Calls

Town of Cassel-1 Call

Town of Stettin-3 Call

Town of Marathon-1 Call

### EMS Calls- 15 calls

Village of Marathon-11 Calls

Town of Cassel-1 Call

Town of Stettin-1 Calls

Town of Marathon-2 Calls Certified Fire Officer 1 class at NTC.

Public Relations- Holly Days at Marathon Fire Dept.

Upcoming Events- Annual Department Christmas party and oath/badge pinning ceremony. Saturday, Jan.10 at Marathon Sports Center.

Upcoming Meetings/Drills- Image Trend training with Wisconsin DSPS. Mon. 1/5 @ 6:00 PM

Fire Meeting and Drill. Wed. 1/14 @ 7:00 PM

Officer Meeting. Wed. 1/14 @ 6:30 PM

EMS Meeting and Drill. Wed. 1/21 @6:30 PM

### State/County Activity-

Continuing to work with Edgar and 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](mailto:marathon.fire@marathoncitywi.gov)





**VILLAGE OF MARATHON CITY RECREATIONAL  
USE LICENSE, INDEMNITY AND HOLD HARMLESS  
AGREEMENT**

This Recreational Use License, Indemnity and Hold Harmless Agreement ("USE LICENSE") made this \_\_\_ day of December, 2025, by and between the Marathon School District, 204 East Street, Marathon City, WI 54448, party of the first part, hereinafter referred to as LICENSEE, and Village of Marathon City, a Wisconsin municipal corporation, 311 Walnut Street, Marathon, WI 54448, Marathon City, Wisconsin, party of the second part, hereinafter referred to as LICENSOR.

Name and Return Address:  
Village of Marathon City  
Attn: Village Administrator  
311 Walnut Street  
Marathon City, WI 54448

**RECITALS**

A. **WHEREAS**, LICENSOR owns real property described as follows 204 4<sup>th</sup> Street, Marathon WI 54448, Parcel PIN ID: 151-2806-064-1059 & 151-2806-064-1060 within the corporate limits of the Village of Marathon City conducive to providing recreational and community activities to the general public ("Veterans Park"); and

B. **WHEREAS**, LICENSOR also owns real property described as follows 304 County Road NN, Marathon WI 54448, Parcel PIN ID: 151-2806-082-0959 within the corporate limits of the Village of Marathon City conducive to providing recreational and community activities to the general public ("County Materials Sports Complex"). Collectively Veterans Park and County Materials Sports Complex may be referred to herein as "Parks".

C. **WHEREAS**, LICENSEE desires to utilize the Parks for the purposes of allowing athletic training and events for its employees, coaches, and students; and

**NOW, THEREFORE**, in consideration of LICENSOR granting LICENSEE this USE LICENSE, and such other mutual covenants, agreements, and conditions set forth herein as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE**. LICENSOR does hereby grant unto LICENSEE, the license for the non-exclusive use of the Parks for athletic events and training of LICENSEE's students, employees and coaches, subject to final scheduling confirmations and approval by LICENSOR.

2. **TERM**: The Term of this USE LICENSE shall be from 12:00 a.m. January 1, 2026 through 11:59 p.m., December 31, 2026, unless sooner terminated or extended as provided herein. LICENSOR may at its sole option terminate this USE LICENSE as to one of the Parks and/or both Parks. Provided LICENSEE is not then in default under the terms of this USE LICENSE, the USE LICENSE will be reviewed in December 2026 and a new USE LICENSE may be provided to LICENSEE. This USE LICENSE is terminable at will at the sole option and discretion of LICENSOR upon thirty (30) days written notice to LICENSEE, provided any amounts paid by LICENSEE to LICENSOR pursuant to this Agreement shall be returned on a pro-rata basis.

3. **CONSIDERATION**. LICENSEE shall pay to LICENSOR an annual "USE FEE" for use of the Parks as provided herein in the sum of Two Thousand Nine Hundred Sixty Eight and 57/100 Dollars (\$2,968.57). Said USE FEE shall be due and payable to LICENSOR in two one-half (½) payments, the first on or before March 31<sup>st</sup> and the second on or before August 31<sup>st</sup> each calendar year.

4. **REPAIRS AND MAINTENANCE**. LICENSEE has inspected the Parks (including the existing improvements) and accepts the same "AS IS" in its current condition without any express or implied warranties by LICENSOR. LICENSOR expressly disclaims any warranties or representations regarding the physical condition of the Parks, entitlements, or the suitability of the Parks for purposes set

forth in this USE LICENSE. LICENSOR, in its sole and absolute discretion, shall as reasonably necessary, perform all repairs by reason of structural defects and damages occasioned by the elements. Except as otherwise set forth herein, LICENSOR shall not be required to furnish any further services or facilities or to make any added repairs or alterations whatsoever in, about, or to the Parks, unless such repairs are made necessary by the intentional acts or negligence of the LICENSOR, its employees, in which the cost of such repairs shall be the responsibility of the LICENSOR. To the extent not caused by reasonable and ordinary wear and tear, LICENSEE will make all other repairs to the Parks and will promptly replace and repair all breakage, defacements and damages caused by anything other than structural defects and the elements. This provision shall include cleaning after activities or events in which LICENSEE is involved. Such repairs, maintenance and clean-up shall be subject to the approval of and must be acceptable to LICENSOR.

5. GENERAL RESPONSIBILITIES AND ADDITIONAL PROVISIONS: Responsibilities for specific tasks and set up shall be in accordance with the attached Addendum 1 to this USE LICENSE.

6. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, codes, directives, rules, and regulations.

7. RESTRICTIONS ON USE. The LICENSOR's written approval shall be required prior to LICENSEE constructing, placing or in any manner or fashion making any modifications, changes, or additions to the Parks (including all improvements thereon) as solely determined by LICENSOR who expressly reserves the right to impose additional restrictions on the uses granted by this USE LICENSE. LICENSEE shall use each of the Parks solely for the uses expressly set forth herein.

8. RESTRICTIONS ON USE: LICENSEE, along with its employees, customers, and guests, shall be permitted to use each of the Parks for the purposes set forth herein and:

A. Youth Softball/Youth Baseball Restriction: LICENSEE acknowledges Marathon Youth Softball and Youth Baseball teams (collectively the "Youth Programs") will also be permitted to use each of Parks. Notwithstanding a license being issued to the Youth Programs, LICENSEE is permitted to use the Parks and schedule with LICENSOR any field on either of the Parks, and LICENSEE shall be awarded priority of field availability. LICENSEE is not guaranteed field priority if the field is not scheduled at least 30 days prior to the time Licensee wishes to utilize either of the Parks.

B. Marathon Fun Days Event Restriction: LICENSEE will not be permitted to use Veterans Park, unless approved in writing by LICENSOR, during the annual Marathon Fun Days Event. This annual event is Labor Day weekend and starts Friday through the weekend and ends Monday.

C. Farmers Market Restriction: LICENSEE shall be allowed to use the Veterans Park field and concession stand location during the Farmers Market scheduled event days. All other buildings and blacktop areas will not be allowed to be used by LICENSEE during the Farmers Market event days. This Farmers Market restriction above occurs annually from June 1<sup>st</sup> through October 31<sup>st</sup>, weekly on Thursdays, from 2:00 pm to 6:00pm.

D. "Knock MS Out Of The Park": LICENSEE will not be permitted to use Veterans Park, unless approval in writing by LICENSOR, during the annual "Knock MS Out of the Park" weekend.

E. Public Use Restriction: LICENSEE acknowledges that the Parks are public property owned by the Village. Under no circumstances shall LICENSEE allow any portion of the Parks to be locked up or prohibit "public use" when not reserved by LICENSEE. LICENSEE, by this USE LICENSE reserves the right to remove the public from using the field on scheduled practices, events or games, provided said Park is scheduled with LICENSOR 24 hours in advance of said event.

F. Advertisement Restriction: LICENSEE acknowledges and agrees that LICENSOR has the exclusive right to all advertising on or in the Parks. LICENSOR shall receive all proceeds from such advertisements. LICENSEE shall not place or sell any advertisements on or in the Parks unless agreed to, in writing, by LICENSOR.

9. INSURANCE: LICENSEE, at its sole cost and expense, shall continuously maintain the

full force and effect during the term of this USE LICENSE a policy or policies of insurance insuring the improvements against loss or damage by fire and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required from time to time by LICENSOR.

In addition, during the term, LICENSEE, at its sole cost and expense, shall continuously maintain the full force and effect of this USE LICENSE commercial general liability and excess and/or umbrella liability policies against any loss, liability or damage on, about or relating to all or any portion of the Parks, with limits of not less than \$4,000,000.00 combined single coverage for bodily injury or property damage liability claims on an occurrence basis arising out of or in connection with LICENSEE use of the Parks.

10. PUBLIC LIABILITY INSURANCE: At its sole expense LICENSEE shall during the term hereof carry and maintain public liability insurance protecting LICENSEE and LICENSOR in a sum not less than \$250,000.00 for injuries to any one person, a sum of not less than \$500,000.00 for injuries to more than one person in any one accident, and insurance against property damage in a sum not less than \$50,000.00. LICENSEE and LICENSOR shall be insured against loss or damages and claim of any kind or nature.

11. RISK ALLOCATION.

A. Immunity. Both parties are governmental entities entitled to governmental immunity under law, including Section 893.80, Wis. Stats. 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 Section 893.80, Wis. Stats or any subsequent amendments thereof.

B. Responsible for Own Actions. LESSOR and LESSEE shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of LESSOR and LESSEE shall be covered by his or her employing municipality for purposes of worker's compensation, under Wis. Stat. Ch. 102, unemployment insurance, and benefits under Wis. Stat. Ch. 40. Both parties waive subrogation rights each may have against the other party for claim payments under Wis. Stat. Ch. 102.

D. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this USE LICENSE.

12. ASSIGNMENT. This USE LICENSE may not be assigned by LICENSEE. Any attempted assignment shall void this USE LICENSE.

13. LICENSE TERMINABLE AT WILL. This USE LICENSE is terminable at will at the sole option and discretion of LICENSOR upon thirty (30) days written notice to LICENSEE.

14. SIGNAGE. LICENSEE may provide signage, upon the express written approval of LICENSOR, designating usage allowances. Upon the termination of this USE LICENSE, LICENSEE shall forthwith remove all such signage from the Parks without damage or injury to it. LICENSEE'S failure to remove said structures and improvements within thirty (30) days of termination shall be deemed abandonment of the same and LICENSEE consents that the same may be removed and disposed of by LICENSOR as it solely determines.

15. IMPROVEMENTS BY LICENSEE. LICENSEE at its sole expense, shall keep and maintain the improvements in good and safe condition at all times. LICENSEE, at its sole expense, shall within a commercially reasonable period of time, repair any damage to the Parks (including all improvements thereon) that have been caused by LICENSEE, invitees, guests, or any of its agents, contractors or employees or that arises out of the presence of use of either of the Parks by LICENSEE; provided, however, that if LICENSEE fails to repair, LICENSOR may in its discretion elect to undertake the repair of such damage and, in such event, LICENSEE shall reimburse LICENSOR for the cost of such repair within fifteen (15) days after receipt of a written invoice therefor from LICENSOR.

16. LICENSEE'S OBLIGATIONS. In addition to the other obligations stated herein, LICENSEE agrees to assume all obligations, liability, and responsibility with regard to any activity or improvement of whatever type by LICENSEE or its employees, agents, officers, directors, guests and invitees, upon the premises.
17. ENTRY. LICENSOR, its agents, contractors, or employees may enter either of the Parks at any time.
18. INDEMNITY AND HOLD HARMLESS COVENANT. LICENSEE hereby agrees to save harmless and indemnify LICENSOR, its employees, agents, officers, guests and invitees, from and against any and all claims, loss, damages, injury and liability, known or unknown, whether to any property or person whatever, including reasonable attorneys' fees, expenses and costs, however and by whomever caused, including the public, but excluding LICENSOR, its employees, agents, officers, directors, resulting from, arising out of, or in any way connected with any activity or improvements, of whatever type by LICENSEE upon the Parks, and/or in any way in connection with, relate to, or arising from this USE LICENSE
19. AMENDMENT AND MODIFICATION. This USE LICENSE may be amended, modified, or supplemented only by the written agreement of LICENSOR and LICENSEE.
20. NOTICE. All notices, requests, consents, approvals, and other communications required or permitted shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at the party's address as set forth hereinabove. Either party may change its address for notice by providing written notice to the other party.
21. SEVERABILITY. The invalidity or unenforceability of any particular provision of this USE LICENSE shall not affect the other provisions herein and this USE LICENSE shall be construed in all respects as though all such invalid or unenforceable provisions were omitted.
22. EFFECT OF WAIVER. The waiver by either party of a breach of any provision of this USE LICENSE shall not operate as or be constructed as a waiver of any subsequent breach hereof.
23. COUNTERPARTS. This USE LICENSE may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one document. Facsimile signatures, or signatures sent via electronic mail or in "PDF" format shall be binding upon the parties.
24. NO RIGHTS BY PRESCRIPTION. Neither LICENSEE's use of the Parks or the placement of improvements shall operate to create any rights in the same except as expressly set forth herein. LICENSEE, for itself, successors and assigns hereby forever waives and disclaims any and all claims to prescriptive rights in either of the Parks. LICENSEE shall perform such acts or deliver such instruments as LICENSOR may from time to time determine necessary or advisable to prevent the creation of any such rights.
25. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into this USE LICENSE as if they were specifically identified herein.
26. ENTIRE AGREEMENT. This USE LICENSE contains the entire agreement of the parties hereto and there are no oral understandings with respect to this matter.

**IN WITNESS WHEREOF**, the parties hereto have executed this USE LICENSE as of the year and date set forth above, and by so signing, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute the same on their behalf.

MARATHON SCHOOL DISTRICT  
(LICENSEE)

VILLAGE OF MARATHON CITY  
MARATHON COUNTY, WISCONSIN  
(LICENSOR)

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kurt Handrick, Jr. President

Attest:

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Cassandra Lang, Village Clerk



ADDENDUM #1  
GENERAL RESPONSIBILITIES

SOFTBALL AND BASEBALL

SCHOOL

- Prepare and line fields for School game use as needed.
- Drag infield sand for game ready use as needed.
- Report inventory of all beverages sold from concession stand to Village after games and events. Pay Village Invoice at Village Cost price for Village beverages sold.
- Report to Village bathroom supplies needed.
- Pick up trash from dugouts, stands, and fence before and after practice, games or events
- Empty trash bins into large garbage bin before and after practice, games or events.
- Rake pitcher's mounds and home plate, batter's box and catcher's area after all practices and games.
- Turn off all lights and lock up restrooms, concession stands, and scoreboards
- Place scoreboard control panel in equipment closet after practice, games or events.
- Report to Village any maintenance concerns immediately.

VILLAGE

- Maintain scoreboard
- Drag infield sand during week to keep weeds from establishing
- Maintain concession stands, bathrooms and dugouts
  - bathroom supplies as needed
  - Order replacement beverages as reported by School and send invoice at Village cost of replacement beverages.
- Maintain lighting
- Maintain bleachers
- Mowing the lawn
- Each spring the Village will meet with the coaches and demonstrate proper field maintenance.

Softball and Baseball:

1. The Village and/or the School Athletic Director shall have the authority to coordinate and make the final determination regarding field playability. While the Village will make reasonable efforts to allow scheduled games to proceed, all parties acknowledge the potential risk of field damage and the significant time required for repairs if such damage occurs.
2. Bathrooms will be available approximately May 1 in a given year and may open earlier depending on weather conditions. When bathrooms are not available for use due to weather conditions, the provision of a port-a-potty will be arranged by the Village and/or District

School PHY-ED Class:

The school shall be responsible for raking high traffic areas such as batter's box, pitcher's mound, and catcher's area

GENERALLY:

The School shall designate one person to contact regarding this USE LICENSE for field use and conditions, and any other matters which are the subject to this USE LICENSE. That contact person shall be the exclusive contact with the Village in relation to all matters covered by this this USE LICENSE. The school shall provide the address and phone number of said contact person to the Village.

**ADDENDUM #2**  
**2026 MARATHON CITY BALL PARKS PRICE ESTABLISHMENT**

**2026 Cost Overview – Marathon City Parks**

**What's Included in the Cost:**

- Unlimited practice sessions on any Marathon City-owned Parks.
- No additional charges for extra games beyond the scheduled ones in 2026.
- Concession Stand, Bathroom, Batting Cage, and Ball Fields

**Pricing Basis:**

- Based on 2025 scheduled games played in Marathon City.
- Designed to fairly distribute costs for supplies used across all groups.
- Mowing costs are 100% subsidized for 2026 by the Village Board.
  - A stepped approach will be used in future years to gradually recover some of these additional costs. It will be in coordination with the groups involved and the Village Board.

**Important Notes:**

- **2027 pricing will change** based on actual use played in 2026 and 2027 Budget.
- **Travel Ball Teams:**
  - Pricing assumes one tournament (6 games).
  - No extra charge for additional games.
  - Typically involve more practice sessions than other groups.
- **New Travel Teams** added in 2026:
  - Will be charged the **same per-team rate**.
  - Changes in team numbers will **affect rates for all teams** in 2027.

<b>2026 Game Charges by Team</b>			
	2025 Games Played	Rate	2026 Charge
<b>American Legion Sponsored Total</b>	<b>76</b>	<b>\$164.92</b>	<b>\$12,533.95</b>
T-Ball - Friday Evenings	12	\$164.92	\$1,979.04
Minor Boys	18	\$164.92	\$2,968.57
Major Boys	20	\$164.92	\$3,298.41
Minor Girls	9	\$164.92	\$1,484.28
Major Girls	9	\$164.92	\$1,484.28
Jr/Sr High School Girls Legion Softball	8	\$164.92	\$1,319.36
<b>HS WIAA - HS Softball Total</b>	<b>18</b>	<b>\$164.92</b>	<b>\$2,968.57</b>
JV Home	9	\$164.92	\$1,484.28
Varsity Home	9	\$164.92	\$1,484.28
<b>Travel Ball Total</b>	<b>24</b>	<b>\$164.92</b>	<b>\$3,958.09</b>
Travel Youth Baseball Team 1	6	\$164.92	\$989.52
Travel Youth Baseball Team 2	6	\$164.92	\$989.52
Travel Youth Baseball Team 3	6	\$164.92	\$989.52
Travel Softball Team 1	6	\$164.92	\$989.52
Additional Travel Teams if added in 2026		\$164.92	\$989.52
<b>Total Games by 3 groups above</b>	<b>118</b>	<b>\$164.92</b>	<b>\$19,460.60</b>

<b>2026 Budget – Veterans Park &amp; County Materials Sports Complex (Group Charges)</b>		
<b>Category</b>	<b>9/29/25 Projected Year-End</b>	<b>2026 Budget</b>
Water & Sewer	\$5,212.16	\$5,308.00
WPS	\$3,438.79	\$3,577.60
Harters Fox Disposal	\$935.66	\$1,900.00
Plumbing Services	\$500.00	\$500.00
CINTAS – Bathroom Supplies	\$1,546.65	\$2,500.00
Park Miscellaneous Items (fertilizer, bags, faucet, etc.)	\$1,880.46	\$5,000.00
Equipment Maintenance (trimmer, drag, lawn mowers)	\$2,394.36	\$3,000.00
Grass Cutting – Employee Wages (excluding benefits)	\$14,865.74	\$16,866.75
Subsidized Mowing Cost (Village covers 100%)	\$0.00	\$0.00
<b>Village Total Ball Park Budget</b>	<b>\$30,773.82</b>	<b>\$38,652.35</b>
<b>Ball Group Total Expenditures</b>	<b>\$15,908.08</b>	<b>\$21,785.60</b>
Advertisement/Sponsorship Revenue	\$0.00	\$0.00
Park Rental Revenue (Farmers Market & Marathon Fun Days)	\$0.00	\$2,325.00
<b>Total Charge to Groups (Expenses – Revenue)</b>	<b>\$15,908.08</b>	<b>\$19,460.60</b>

**ADDENDUM #3  
School and Village Agreement**

This Agreement is entered into by and between Marathon School District ("School") and the Village of Marathon City ("Village") to acknowledge and confirm the financial transactions and remaining balance related to park use and associated improvements.

**RECITALS**

**WHEREAS**, the School has provided a pay advance to the Village for park-related use and improvements between 2021 and 2024 as memorialized in an agreement between the parties dated February 10, 2021 ("2021 Agreement"); and

**WHEREAS**, the Village has also made payments to the School for easements and licenses related to the park facilities; and

**WHEREAS**, both parties desire to reconcile the amounts paid and received to and from each other as well as establish the remaining balance(s) due as of the date of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and conditions set forth herein as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Financial Summary Of Payments Referenced Above:**

- Payment by School to Village for 2021 Agreement (2021–2024): \$45,049.50
- Payment by Village to School for Park Walking Trail Easement (2024): \$19,600.00
- Payment by School to Village for Park Lions Donation: \$5,000.00
- Payment by School to Village for Park Dugout Benches (2024 - 2025): \$5,062
- Payment by School to Village for Park Use License Fee (2026): \$2,968.57

**2. Remaining Balance(s) due/owed:**

The amount due to the School from the Village of Marathon City is \$32,542.93. This sum shall act as a credit toward the User Fee in the use of the Parks. Upon the credit of these dollars toward the User Fee reaching \$0.00, the School shall pay to the Village those sums set forth in ¶ 3 of the Agreement above,

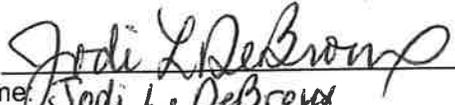
3. This Agreement sets forth the entire agreement and understandings of the parties hereto with respect to this transaction, and this Agreement supersedes and nullifies all other agreements made between the parties hereto, including the 2021 Agreement.

**Effective Date**

This Agreement shall become effective upon signature by authorized representatives of both parties.

**Marathon School District**

**Village of Marathon City**

By:   
Name: Jodi L. DeBrow  
Title: President  
Date: 12/10/2025

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NCWRPC  
Comprehensive Plan Update Proposal  
2025**

Process Overview:

This proposal outlines the planning process the North Central Wisconsin Regional Planning Commission (NCWRPC) will undertake to complete a Comprehensive Plan Update for a small jurisdiction. When completed, the plan will comply with Wisconsin Statute 66.1001 and provide a foundation for zoning, and other local policies.

NCWRPC staff will start with the existing plan and bring forward any of the current relevant information. Then we will collect the information for the plan update, including the 2020 Census and other data sources. We will also revise/edit/prepare the necessary maps. Working with the Plan Commission, goals, objectives, and policies will be reviewed and modified for each of the chapters. The document will also be reformatted.

The plan document will include a discussion of Demographics (Chapter 1), Natural Resources (Ch. 2), Housing (Ch. 3), Transportation (Ch. 4), Utilities & Community facilities (Ch. 5), Economic Development (Ch. 6), Land Use (Ch. 7), Intergovernmental cooperation (Ch. 8), and Implementation (Ch. 9).

Meetings:

Three Plan Commission meetings with NCWRPC staff will take place to review and develop the plan. These meetings will last about 1.5 hours each.

Meeting 1:

- Overview planning process
- Review/ Approve Public Participation Plan
- Review existing plan
- Review demographic information
- Review initial chapters 1, 2, & 3 and related maps
- Discuss current issues and concerns in the community

Meeting 2:

- Follow up from last meeting
- Review updated information
- Review additional chapters 4, 5, 6, & 7 and related maps

- Review and Finalize goals, objectives, and policies

Meeting 3:

- Follow up from last meeting
- Review and Finalize Future Land Use Map
- Review additional chapters 8 & 9
- Identify recommendations & community projects
- Review adoption process

Following the third meeting the Draft Plan will be prepared. The Plan Commission should review the document and provide final edits to NCWRPC. The NCWRPC will make final edits and prepare the Final Draft. The Plan Commission will then take action to “Recommend Adoption” of the plan by Resolution.

NCWRPC will provide guidance for the plan adoption steps and assist in the distribution process as outlined in statute. The Town/Village Board will need to hold, at minimum, a public hearing prior to adopting the plan. The Town/Village Board will then adopt the new plan by Ordinance.

Budget:

The cost breakdown is below:

Planning	68 hours @	\$75	\$ 5,100
Mapping	16 hours @	\$65	\$ 1,040
Meetings	12 hours @	\$75	\$ 900
Travel	3 Trips		\$ 300
Other Expenses	Copy, printing & other		\$ 160
Total Cost:			<u>\$ 7,500</u>

Other services or additional meetings can be added for an extra fee.

Deliverables:

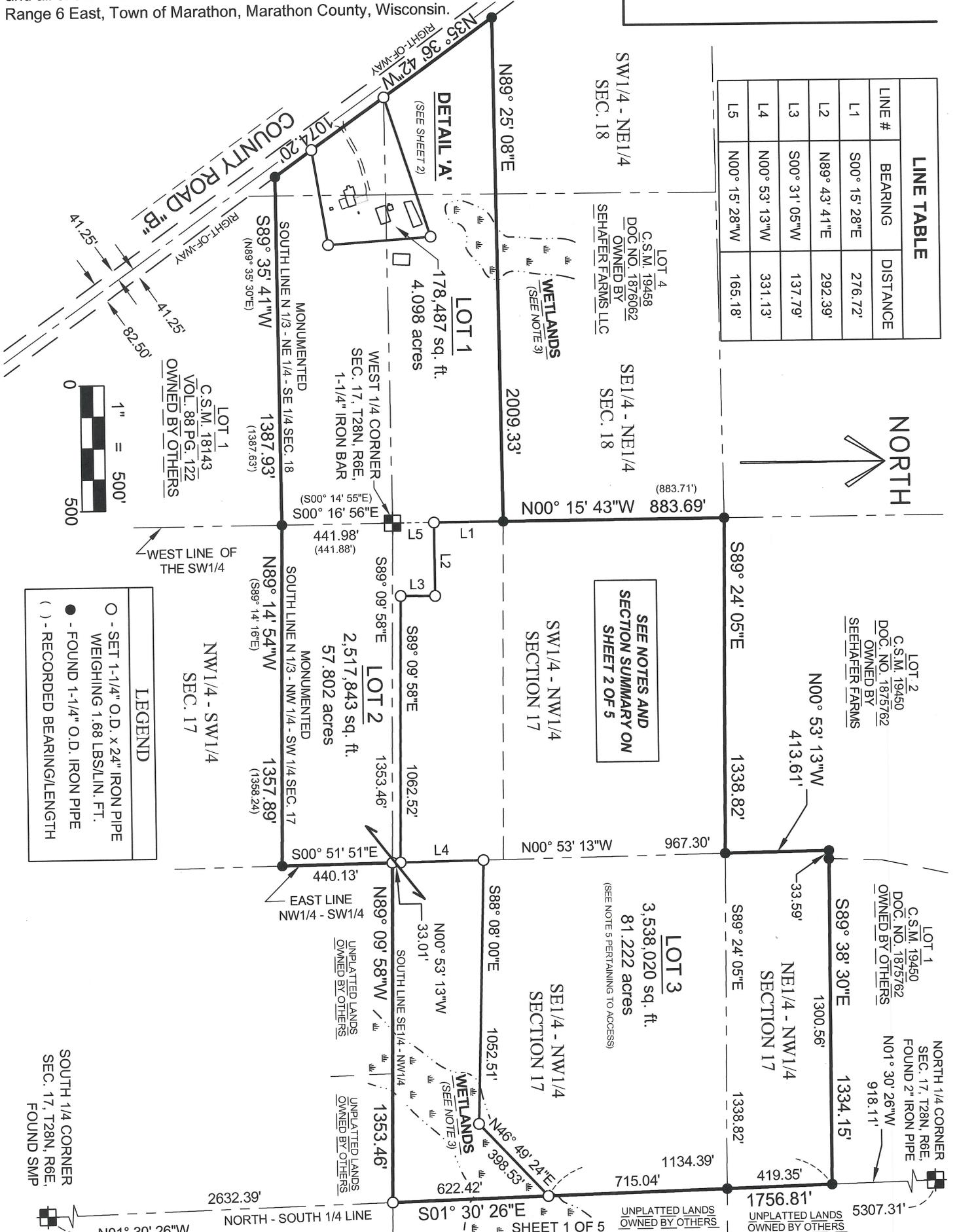
We will provide: 5 printed Draft Plans; 5 printed Final Adopted Plans; various digital versions of the plan; hosting on the NCWRPC website, and various meeting handouts.

There is a charge for additional printed copies of the plan document, usually about \$20 each.

# MARATHON COUNTY CERTIFIED SURVEY MAP

Part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00° 15' 28"E	276.72'
L2	N89° 43' 41"E	292.39'
L3	S00° 31' 05"W	137.79'
L4	N00° 53' 13"W	331.13'
L5	N00° 15' 28"W	165.18'



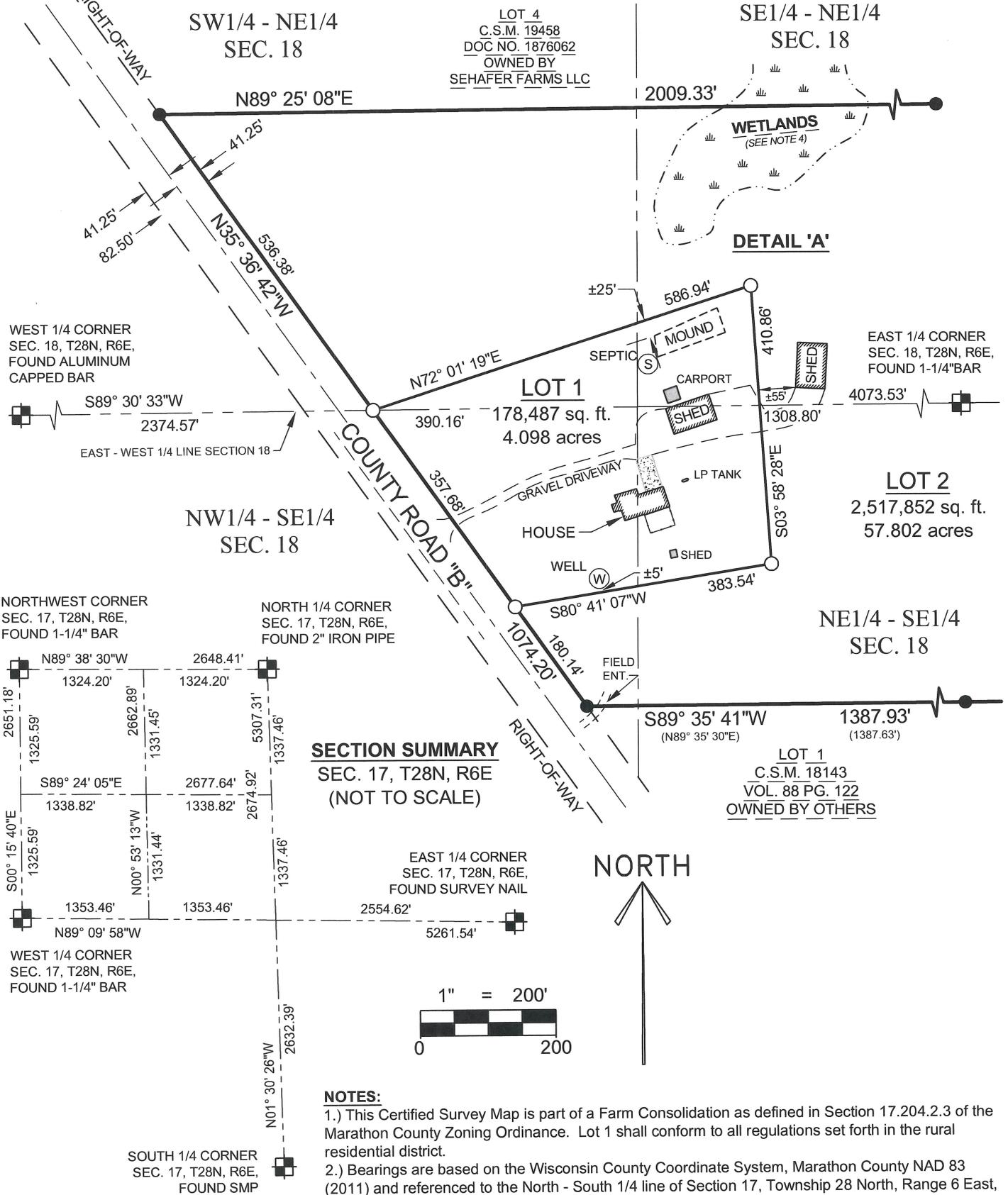
LEGEND	
○	SET 1-1/4" O.D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT.
●	FOUND 1-1/4" O.D. IRON PIPE
( )	RECORDED BEARING/LENGTH

<b>DRAWN BY</b> C.L.F.	<b>FIELD WORK</b> DEC. 16, 2025
<b>CHECKED BY</b> K.J.W.	<b>PROJECT NO.</b> 4776
<b>PREPARED FOR:</b> MITCHELL BAUMANN	

**RIVERSIDE LAND SURVEYING LLC**  
 5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894  
 email - mail@riversidelandsurveying.com

# MARATHON CO. CERTIFIED SURVEY MAP

Part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.



 <b>RIVERSIDE LAND SURVEYING LLC</b> 5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894 email - mail@riversidelandsurveying.com	<b>DRAWN BY</b> C.L.F.	<b>FIELD WORK</b> DEC. 16, 2025
	<b>CHECKED BY</b> K.J.W.	<b>PROJECT NO.</b> 4776
	<b>PREPARED FOR:</b> MITCHELL BAUMANN	

# MARATHON CO. CERTIFIED SURVEY MAP

Part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.

I, Christopher L. Fieri, Professional Land Surveyor S-2954, hereby certify to the best of my knowledge and belief: That I have surveyed, mapped and divided part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin, described as follows:

Commencing at the West 1/4 corner of said Section 17; Thence South 00°16'56" East along the West line of said Southwest 1/4 of said Section 17, 441.89 feet to the North line of Lot 1 of Certified Survey Map Number 18143 and the point of beginning; Thence South 89°35'41" West along said North line, 1387.93 feet to the East right-of-way line of County Road "B"; Thence North 35°36'42" West along said East right-of-way line, 1074.20 feet to the South line of Lot 4 of Certified Survey Map Number 19458; Thence North 89°25'08" East along said South line, 2009.33 feet to the East line of Lot 4 of Certified Survey Map Number 19458; Thence North 00°15'43" West along said East line, 883.69 feet to the South line of Lot 2 of Certified Survey Map Number 19450; Thence South 89°24'05" East along said South line of Lot 2, 1338.82 feet to East line of Lot 2 of said Certified Survey Map Number 19450; Thence North 00°53'13" West along said East line, 413.61 feet to the South line of Lot 1 of Certified Survey Map Number 19450 and the extension thereof; Thence South 89°38'30" East along said South line, 1334.15 feet to the North - South 1/4 Line of said Section 17; Thence South 01°30'26" East along said North - South 1/4 Line, 1756.81 feet to the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 17; Thence North 89°09'58" West along said South line, 1353.46 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 17; Thence South 00°51'51" East along said East line, 440.13 feet to the said North line of Certified Survey Map Number 18143; Thence North 89°14'54" West along said North line, 1357.89 feet to the point of beginning.

That the above described parcel of land contains 6,234,350 square feet or 143.121 acres, more or less;

That said parcel is subject to all easements, restrictions and right-of-ways of record;  
That I have made this survey, division and map thereof at the direction of Mitchell Baumann, Buyer

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of Marathon County, the Town of Marathon, and the Village of Marathon City in Surveying, Mapping and Dividing the same.  
That said map is a correct and accurate representation of the exterior boundaries of said parcel and the division thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Riverside Land Surveying LLC  
Christopher L. Fieri  
P.L.S. No. 2954

**Village of Marathon City Extraterritorial Approval Certificate:**

Resolved, that this Certified Survey Map is within the Extraterritorial Area of the Village of Marathon City and is hereby approved by the Village of Marathon City Board at a meeting on

Date \_\_\_\_\_ Approved

\_\_\_\_\_  
Village Administrator

Approved for recording under the terms of the Marathon Co. Land Division Regulations.

By \_\_\_\_\_

Date \_\_\_\_\_  
Marathon County Department of Conservation,  
Planning and Zoning  
CPZ Tracking No. \_\_\_\_\_

**TOWN OF MARATHON**

Approved for recording under the terms of the Town of Marathon Land Division Regulations.

By \_\_\_\_\_

Date \_\_\_\_\_

 <p><b>RIVERSIDE LAND SURVEYING LLC</b> 5310 WILLOW STREET, WESTON, WI 54476    PH 715-241-7500 - FAX 715-355-6894 email - mail@riversidelandsurveying.com</p>	DRAWN BY C.L.F.	FIELD WORK DEC. 16, 2025
	CHECKED BY K.J.W.	PROJECT NO. 4776
	PREPARED FOR: MITCHELL BAUMANN	

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# MARATHON CO. CERTIFIED SURVEY MAP

Part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.

## Owners Certificate

I, Tyler Seehafer, as owner of Seehafer Farms LLC, hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. I also understand that deeds will need to be prepared and recorded to transfer title rights to the Lots as shown hereon. I also certify that this Certified Survey Map is required to be submitted to the following for approval: Marathon County Conservation, Planning and Zoning Department, the Town of Marathon, and the Village of Marathon City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Tyler Seehafer, Owner of Seehafer Farms LLC

State of Wisconsin)

ss

Marathon County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Tyler Seehafer, Owner, to me known to be the same person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
State of Wisconsin

My commission expires \_\_\_\_\_.

SHEET 4 OF 5

 <b>RIVERSIDE LAND SURVEYING LLC</b> 5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894 email - mail@riversidelandsurveying.com	<b>DRAWN BY</b> C.L.F.	<b>FIELD WORK</b> DEC. 16, 2025
	<b>CHECKED BY</b> K.J.W.	<b>PROJECT NO.</b> 4776
	<b>PREPARED FOR:</b> MITCHELL BAUMANN	

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# MARATHON CO. CERTIFIED SURVEY MAP

Part of the Southwest 1/4 of the Northeast 1/4, part of the Southeast 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 18, and part of the Northwest 1/4 of the Southwest 1/4, part of the Southwest 1/4 of the Northwest 1/4, part of the Northeast 1/4 of the Northwest 1/4, and all of the Southeast 1/4 of the Northwest 1/4 of Section 17, all in Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.

## Owners Certificate

We, Mitchell A. Baumann and Emily R. Layman, as owners, hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. We also understand that deeds will need to be prepared and recorded to transfer title rights to the Lots as shown hereon.

We also certify that this Certified Survey Map is required to be submitted to the following for approval: Marathon County Conservation, Planning and Zoning Department, the Town of Marathon and the Village of Marathon City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mitchell A. Baumann, Owner

\_\_\_\_\_  
Emily R. Layman, Owner

State of Wisconsin)

ss

Marathon County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Mitchell A. Baumann and Emily R. Layman, Owners, to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
State of Wisconsin

My commission expires \_\_\_\_\_.

SHEET 5 OF 5

 <b>RIVERSIDE LAND SURVEYING LLC</b> 5310 WILLOW STREET, WESTON, WI 54476      PH 715-241-7500 - FAX 715-355-6894 email - mail@riversidelandsurveying.com	<b>DRAWN BY</b> C.L.F.	<b>FIELD WORK</b> DEC. 16, 2025
	<b>CHECKED BY</b> K.J.W.	<b>PROJECT NO.</b> 4776
	<b>PREPARED FOR:</b> MITCHELL BAUMANN	

## **AGREEMENT FOR FIRE SAFETY AND PREVENTION INSPECTIONS**

The Village of Marathon Volunteer Fire Department of the Village of Marathon City, Marathon County, Wisconsin ("Department"), and Clark Professional Services, LLC, by Chad Clark, member ("Clark") agree as follows:

1. Term and Termination. The term of this Agreement shall commence on January 1<sup>st</sup>, 2026 and continue through December 31, 2026.

Either party may terminate this Agreement for cause upon written notice to the other party. Cause shall be defined as default by the other party of a provision or provisions of this Agreement that is either incurable or, if curable, remains uncured for more than twenty (20) days.

Upon termination, Clark shall deliver to the Department all records and materials in his possession used or created during this Agreement in the performance of services. During the wind-down period, both Clark and the Department shall act in good faith and cooperate in the continuation of services and orderly transfer of records.

2. Relationship of Parties. Clark agrees to perform the services hereunder solely as an independent contractor. Nothing in this Agreement shall be construed as creating an employer/employee, or similar relationship between the parties. Clark shall maintain Worker's Compensation insurance as may be necessary for any of his employees. Clark shall also maintain public liability insurance, insuring Clark for any damages that Clark may cause because of his actions.

3. Services. Clark shall perform the work required to timely facilitate, coordinate and provide guidance to the Department for the proposed Fire Safety and Prevention Inspections, as detailed in a proposal dated January 2, 2026, and attached hereto as "Exhibit A", incorporated herein as part of this contract.

4. Compensation. The Department shall pay Clark for itemized services as rendered within thirty (30) days of invoice submitted by Clark to the Department.

5. Standard and Practices. Clark shall be currently certified in compliance with laws, rules, and regulations of the State of Wisconsin for services he is rendering. All services performed by Clark under this Agreement shall be performed in accordance with generally accepted professional standards and practices and in a manner consistent with the manner in which such services are customarily performed by experienced and competent persons rendering the same or similar services.

6. Contact. Clark shall at all times provide the Department with a telephone number and address at which he may be contacted.

7. No Assignment. Clark shall not assign, subcontract, or transfer this Agreement or any part of it without the prior written approval of the Department.

8. Waiver. No waiver shall be implied by the Department's failure to insist on the performance of any of the terms or conditions of this Agreement, or from the Department's failure to exercise any right or privilege granted to the Department under

this Agreement. Any such waiver shall not be construed as a waiver of a subsequent breach of a term or condition of this Agreement.

9. Severability. If any part of this Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

10. Entire Agreement. This is the entire Agreement between the parties and it may not be modified or canceled in any manner, except in writing signed by the parties. Neither of the parties to this Agreement has made any representations or promises to the other party, other than those expressly stated in this Agreement.

11. Default. A material failure to perform an obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal or equitable remedies. If a party defaults, the other may sue for specific performance or may terminate the Agreement and sue for actual damages, in addition to seeking other remedies in law or equity.

VILLAGE OF MARATHON CITY  
VOLUNTEER FIRE DEPARTMENT

By: \_\_\_\_\_  
Darrin Hall, Fire Chief

Date: \_\_\_\_\_

CLARK PROFESSIONAL SERVICES  
LLC

By: Chad Clark  
Chad Clark, Member

Date: 1-5-26

VILLAGE OF MARATHON CITY

By: \_\_\_\_\_  
Steve Cherek, Administrator

Date: \_\_\_\_\_

VILLAGE OF MARATHON CITY

By: \_\_\_\_\_  
Kurt Handrick Jr., Village President

Date: \_\_\_\_\_

Client: Village of Marathon City, Marathon Co, WI

Prepared: January 2, 2026

## Estimate for Fire and Life Safety Property Inspection Visits for Calendar Year 2022

Item	Description	Quantity	Cost	Total
1	<b>Fire and Life Safety Property Inspections</b> for assembly, commercial, business, educational, industrial and multi-family (3+) residential occupancies. <u>First Semi-Annual Inspection and SPS Exceptions</u> Includes:	132 (est.)	\$ 30 ea.	\$3,960
2	<b>Fire and Life Safety Property Inspections - Spring Cycle Annual Inspections</b>	26	\$ 30 ea.	\$780
3	<b>Spring Fire and Life Safety Property Re-Inspection Visits – as needed</b> <ul style="list-style-type: none"> <li>Estimated at 20% of the total number of inspectable properties/Inspection Visits with one or more discrepancies</li> <li>The estimated number of re-inspections may be reduced through the use of the Self-certification process and form</li> </ul>	27 (est.)	\$35 ea.	\$ 945
4	<b>Fire and Life Safety Property Inspections</b> for assembly, commercial, business, educational, industrial and multi-family (3+) residential occupancies. <u>Second Semi-Annual Inspection and SPS Exceptions</u>	132 (est.)	\$ 30 ea.	\$3,960
5	<b>Fire and Life Safety Property Inspections - Fall Cycle Annual Inspections</b>	24	\$ 30 ea.	\$720
6	<b>Fall Fire and Life Safety Property Re-Inspection Visits – as needed</b> <ul style="list-style-type: none"> <li>Estimated at 20% of the total number of inspectable properties/Inspection Visits with one or more discrepancies</li> <li>The estimated number of re-inspections may be reduced through the use of the Self-certification process and form</li> </ul>	27 (est.)	\$35 ea.	\$ 945
<b>Basic Inspection Services Included</b>				
		<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
a	A review of potentially inspectable properties with recommendations to the Authority Having Jurisdiction (AHJ) for inclusion of those identified into the inspection process		NC	
b	Assist the AHJ with the review of properties for SPS 314 Exceptions to the required frequency of inspections		NC	
c	Assist the AHJ with the development, presentation and implementation of any Fire Safety, Fire Protection, or Fire Inspection related local ordinances and that are deemed necessary		NC	
d	Assist with or Represent the local Department on matters pertaining to Fire Safety Inspections or the Inspection Process to the Village Board		NC	
e	Work with the local Building Officials on Fire Safety Requirements for new and remodeled commercial occupancies		NC	
f.	Represent the local Department with any DSPS Audits or requests		NC	
g.	Answer an inquires concerning the Fire Safety Inspection process and Fire Safety Property Inspection Visits		NC	
<b>Optional Services</b>				
		<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
A	Permit Based Special Events – Large Assemblages (greater than 50) of Un-related Individuals <ul style="list-style-type: none"> <li>Includes an initial pre-inspection and one follow-up inspection (approximately 2 – 4 hours)</li> </ul>		\$70 ea	\$ _____
B.	Research or consultant fee for those items not included within the basic inspection services provided – prior authorization from the AHJ required		\$ 40 per hour	\$ _____

# Clark Professional Services, LL

Chad Clark  
715-551-1349

cprofservicesllc@gmail.com

	Total number of Semi-Annual Inspections and Annual Inspections	314	\$ 9,420.00
	Est. number of Re-inspections (@ 20% of total inspectable properties)	54	\$ 1,890.00
	<b>Base Proposal</b>		<b>\$ 11,310.00</b>

## Method of Payment

### Basic Contract Service

Payment will be for the Initial Inspection and any Re-inspection visits actually conducted

Payments for inspection services will be made Quarterly for the preceding three-month period.

### Payment

Notice of Payment Due shall be by printed invoice from **Clark Professional Services, LLC**.

Terms are Net 30 days. There will be a 5% late fee assessed for any late payment.

### Optional Contract Service

Additional charges may apply for optional services.

Payment will be for each occurrence or occurrences that happen in the prior month and at the completion of the contract service for that month's service arrangements.

Best Regards,

*Chad Clark*

Clark Professional Services, LLC  
234849 Hatchery Road  
Birnamwood, WI 54414

JCP/Attachments

**DECLARATION CONCERNING  
RESTRICTIVE COVENANTS FOR THE MARATHON CITY  
BUSINESS PARK, MARAHTON COUNTY, WISCONSIN**

Date: January \_\_\_\_, 2026

To: 981 Blue Stone Lane, LLC, a Wisconsin limited liability company (“**Purchaser**”) and the Title Company (defined below), together with their respective affiliates, successors and assigns.

Re: Declaration Concerning Restrictive Covenants for the Marathon City Business Park, Marathon County, Wisconsin, dated as of July 10, 2003, and recorded on July 16, 2003, in the Register of Deeds Office of Marathon County, Wisconsin (the “**Official Records**”) as Document No. 1335607, as amended, modified and revised by those certain recorded documents referenced on **Exhibit A** attached hereto and incorporated herein) (as amended, the “**Declaration**”), and relating to certain rights and obligations to real estate, identified and defined therein, with respect to that certain parcel of land more particularly described in the attached **Exhibit B** that is subject to the Declaration (collectively, the “**Property**”). All capitalized but undefined terms in this Declaration shall have the meanings given such terms in the Declaration.

The undersigned understands that Purchaser intends to acquire the Property from Cherry Tree Real Estate - Marathon City, LLC, a Wisconsin limited liability company (the “**Seller**”). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Declaration.

The undersigned hereby declares the following statements are true, correct and complete as of the date hereof to the best of the undersigned’s knowledge and belief:

1. The Declaration is in full force and effect and there have been no further amendments, modifications or revisions to the Declaration and affecting the Property other than as set in **Exhibit A** attached hereto.
2. Seller has paid all sums due under the Declaration, if any, payable by the Seller, including, without limitation, any taxes assessments, or shared operating expenses (collectively, the “**Payments**”) through and including the date of execution of this Declaration Concerning Restrictive Covenants for the Marathon City Business Park.
3. The Property and the Seller, as the owner of the Property, are in compliance with all requirements of the Declaration.
4. Neither the Property nor the Seller, are in default or in violation of any terms, conditions, obligations, or covenants under the Declaration, and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default. There are no liens pending with respect to nonpayment of assessments, charges and/or costs or any other default under the Declaration.
5. There is no pending dispute or litigation involving the Declaration and the undersigned has not received notice of any pending or threatened claim, litigation or injunctive action relating to the Declaration.
6. The undersigned hereby represent and warrant that (i) the undersigned is authorized signatory of the Village of Marathon City; and (ii) the undersigned shall be bound by the statements, and certifications set forth herein.

7. This Declaration Concerning Restrictive Covenants for the Marathon City Business Park may be executed and delivered by facsimile, portable document format (.pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (including DocuSign), and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature(s) Follow on the Next Page]*

This Declaration Concerning Restrictive Covenants for the Marathon City Business Park is executed as of \_\_\_\_\_, 20 \_\_\_\_.

**VILLAGE OF MARATHON CITY,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_

Name: Steve Cherek

Title: Administrator

**EXHIBIT A**

**AMENDMENTS, MODIFICATIONS, AND REVISIONS TO DECLARATION**

First Amendment to Restrictive Covenants Village of Marathon City, dated as of August 25, 2003, and recorded in the Office of the Register of Deeds for Marathon County as Document No. 1343724 on August 28, 2003.

First Amendment to Restrictive Covenants Village of Marathon City, dated as of August 25, 2003, and recorded in the Office of the Register of Deeds for Marathon County as Document No. 1347570 on September 22, 2003.

Second Amendment to Restrictive Covenants Village of Marathon City, dated as of October 7, 2004, and recorded in Office of the Register of Deeds for Marathon County as Document No. 1390594 on October 18, 2004.

Village of Marathon City TID No. 1 Development Agreement PJM Investments, LLC-Menzner Hardwoods Co. dated July 19, 2024 and July 22, 2024, and recorded in the Office of the Register of Deeds for Marathon County as Document No. 1902163 on July 24, 2024.

## **EXHIBIT B**

### **THE PROPERTY**

Lot One (1) of CERTIFIED SURVEY MAP NO. [16549](#) recorded in the Office of the Register of Deeds for Marathon County, Wisconsin on April 25, 2013, in Volume 77 of Certified Survey Maps on Page 48, as Document No. 1647053, said certified survey map being a redivision of Lot 6 of Certified Survey Map Number [13272](#), Volume 58, Page 19 located in the Fractional Northwest Quarter (Fr'l NW 1/4) of Section Six (6), Township Twenty-Eight (28) North, Range Six (6) East, in the Village of Marathon, Marathon County, Wisconsin.

**VILLAGE OF MARATHON CITY RESOLUTION NO. 2026-01-01A**

**Resolution Adopting the Marathon Safe Routes to School Plan**

**WHEREAS**, the Village of Marathon City, Marathon County, supports improving walking and biking routes for students to get to school; and

**WHEREAS**, the health and safety of children is of highest concern to the citizens of the Village of Marathon City; and

**WHEREAS**, Safe Routes to School efforts help remove barriers to walking and biking to school, and reduce traffic congestion and speed in and around schools; and

**WHEREAS**, the Wisconsin Department of Transportation (WisDOT) requires, that in order to be eligible for funding of needed projects, municipalities and school districts must either create or amend their SRTS Plan to include needed projects; and

**WHEREAS**, the Village of Marathon City has developed a Safe Routes to School (SRTS) Plan for the dual purposes of serving as a guide for future programming and infrastructure improvements (the 5 E's of education, encouragement, engineering, enforcement, and evaluation); and to be eligible for various funding programs including WisDOT's Transportation Alternatives Program (TAP grant); and

**WHEREAS**, the Village of Marathon City had staff on the SRTS Task Force; and

**WHEREAS**, the SRTS Task Force collected data, reviewed the results, and provided direction for SRTS Plan development, and then incorporated those results into the SRTS Plan; and

**NOW THEREFORE, BE IT RESOLVED**, that the Village of Marathon City hereby adopts Resolution 2026-01-01A.

**BE IT FURTHER RESOLVED**, that the Village of Marathon City staff is directed to begin implementing this SRTS Plan by coordinating efforts among both entities who created this plan (Village of Marathon City, and Marathon Area Elementary School).

This \_\_\_th day of \_\_\_\_\_, 2026.

APPROVED \_\_\_\_\_  
Kurt Handrick, Jr., Village President

ATTEST \_\_\_\_\_  
Cassie Lang, Clerk / Deputy Treasurer