



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

Wednesday, March 4, 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

This meeting will be recorded and available upon request

- b. Public Participation at Government Meetings

4. APPROVAL OF VILLAGE BOARD MEETING MINUTES

- a. February 4, 2026 Regular Village Board Meeting
- b. February 11, 2026 Special Village Board Meeting

5. APPROVAL OF LICENSE APPLICATIONS

- a. Discuss and Approve Operator License for Jamie Heindl – Arrow Tap

6. ADMINISTRATORS REPORT

7. UNFINISHED BUSINESS

- a. Discuss and Possible Action on Fire Department Engine #46
- b. Discuss and Possible Action to Approve Purchase of Sign Design for County Materials Sports Complex Using New Donation Pledge Funds

8. NEW BUSINESS

- a. Update on Village of Marathon City Cooperative Agreement No. 4B-00E03200 Wisconsin Assessment Monies (WAM)/Brownfield Site Assessment Grant for the Weisenberger Tie & Lumber Site in Marathon City.
- b. Discussion on Fisher Transportation Inc (Marathon School Busing) STH 107 Village Snow/Ice Removal Request
- c. Discussion on Stittleburg Restorative Health Care Development Agreement

9. 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. Stittleburg Restorative Health Care Development Agreement

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

11. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

- a. Discuss and Possible Action on Stittleburg Restorative Health Care Development Agreement



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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VILLAGE BOARD OF TRUSTEES

OFFICIAL NOTICE & AGENDA

Wednesday, March 4, 2026

6:00 pm – Marathon Municipal Center

- i. Discuss and Possible Action on CSM for 400 Block – Stittleburg Development Project Lots 1&3

12. REVIEW AND APPROVAL OF BILLS

13. RESOLUTIONS AND ORDINANCES

- a. Discuss and Approval of Resolution 2026-03-04A: Declare Official Intent Under Reimbursement Bond Regulations
 - i. Discuss and Approval of Declaration of Official Intent 2026-03-04A to use up to \$150,000 Utility Reserve Fund for Well #5 Project with Intent of Reimbursement by the Clean Water Loan
- b. Discuss and Approval of Resolution 2026-03-04B: Amending the 2026 General Fund and 2026 Park Fund Budgets for the Red Granite Monument Purchase and Installation

14. FUTURE SCHEDULED MEETINGS:

- a. Regular Village Board Meeting – Wednesday, April 1, 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



VILLAGE BOARD OF TRUSTEES

Minutes

Wednesday, February 4, 2026

1. CALL TO ORDER: 6:01pm

ROLL CALL: K. HANDRICK-Present, M. AHRENS-Present, K. SORENSON-Present, K. PAUL-Present but late (6:04 pm), B. PARLIER-Present, J. LAWRENCE-Present, A. CABRERA-Absent

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
In Person: Dave Phillips (Phillips Enterprise Limited) and Randy Wokatsch (Farmers Market).
Present Virtually: Kevin O' Brien (The Record Review) and Michael (Unverified on Teams)

4. APPROVAL OF VILLAGE BOARD MEETING MINUTES

- a. January 7, 2026 Regular Village Board Meeting
- b. January 29, 2026 Special Village Board Meeting
Motion – Approve both January 7, 2026 Regular Village Board Meeting Minutes and January 29, 2026 Special Village Board Meeting Minutes
Motion made by Lawrence second by Ahrens. Motion passed by voice vote.

5. APPROVAL OF LICENSE APPLICATIONS

- a. Review Probationary Operator License for Dustin Buchberger – Arrow Tap
Motion - Approve Dustin from Probationary Operator License to an Operator License for Arrow Tap
Motion made by Sorenson second by Paul. Motion passed by voice vote.
- b. Discuss and Approve Operator License for Kali Woldt - Arrow Tap
Motion - Approve Kali Woldt Operator License for Arrow Tap
Motion made by Parlier second by Paul. Motion passed by voice vote.
- c. Discuss and Approve Operator License for Joshua Rebeck – True North Energy, LLC.
Motion - Approve Joshua Rebeck Operator License for True North Energy LLC
Motion made by Ahrens second by Parlier. Motion passed by voice vote.

6. ADMINISTRATORS REPORT

Administrator Cherek presented the Trustees with an overview of the daily operations of the Village since the January 7, 2026 meeting. Details of his report can be found in the Agenda Packet.

7. UNFINISHED BUSINESS – No Unfinished Business

8. NEW BUSINESS

a. Discuss and Approve Phillips Enterprise Limited Development Agreement

Administrator Cherek introduced Dave Phillips of Phillips Enterprise Limited to discuss his business plan for a proposed \$863,000 development consisting of a four-tenant commercial-to-light-industrial rental building on a village-owned lot at the corner of Circle Drive and Blue Stone Lane. Phillips provided a detailed presentation including his business plan, vision, and the building site plan created by Meyer Buildings. The proposed development site plan was included in both the Development Agreement and the meeting agenda packet.

The Village Board and Phillips held a discussion regarding the building height and confirmed that it complies with the requirements of the Marathon City Business Park zoning ordinance. Administrator Cherek explained that all requirements had been reviewed and verified with Phillips' site developer (Meyer Buildings) and with him prior to the creation of the Development Agreement. Cherek confirmed that the proposal meets all applicable Village Ordinances, including the Business Park zoning code. Board members agreed that the proposed development would significantly improve the appearance of the area and expressed support for the plan.

Administrator Cherek informed the Village Board that Phillips Enterprise Limited had worked with him, and he had coordinated with Village Attorney Shane VanderWaal, to develop the Development Agreement for the purchase of the Village-owned lot. The Development Agreement presented to the Board had been signed by Phillips Enterprise Limited prior to the meeting. Administrator Cherek reviewed the requirements outlined in the agreement. Key items included: a property closing date on or before March 13; the agreement term ending December 2036, matching the life of Village TID 1; sale of the Village-owned property for \$1.00 with the requirement that Phillips construct a building with an assessed value of \$604,000 or greater; a minimum guaranteed annual Village property tax payment of \$10,084; a \$100,000 Irrevocable Standby Letter of Credit in the Village's name (as described in Exhibit F) to be used only if the development is not constructed; and a requirement for the mortgage company to sign the Mortgagee Real Estate Agreement (as described in Exhibit E).

Motion – Approve Phillips Enterprise Limited Development Agreement

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

b. Discuss and Approve Veterans Park – Farmers Market proposed set up change request for 2026

Administrator Cherek introduced Randy Wokatsch from the Farmers Market to discuss the draft layout and proposed modifications for relocating the Market to Veterans Park. Administrator Cherek explained that with State Highway 107 scheduled for reconstruction in 2026, the opening of the new ballpark (County Materials Sports Complex) this year, and the potential development of the downtown 400-block property, 2026 presents an ideal opportunity to consider moving the Farmers Market to Veterans

Park. Cherek stated that doing so would support converting the park into a multi-purpose space and would provide a great benefit to residents.

Randy Wokatsch presented draft layout options to the Village Board and explained how the Farmers Market plans to utilize Veterans Park if the Board approves the relocation. Several logistical items were discussed, including moving bricks and a lean-to structure currently stored in the southeast corner of the building to the area behind the bathroom/infield sand storage location, allowing the Farmers Market to use the buildings for customer access. The group also discussed the possible removal of a property-line fence on the southeast corner of the property. However, the Board requested that Administrator Cherek investigate this further due to the fence being used by other groups—such as those hosting chicken dinners—and related safety concerns.

Overall, the Village Board expressed support for moving the Farmers Market to Veterans Park. They directed Administrator Cherek to contact other groups that regularly use the park, including the American Legion, before any changes or alterations are made this year.

No motion was made on this item.

c. Discuss and Approve Marathon Youth Softball Parks Use License Agreement

Administrator Cherek presented the Board with the Marathon Youth Softball Parks User License Agreement. He explained that the agreement covers all travel softball teams ranging from 9U through the high school program. Cherek informed the Board that this group is working collaboratively with all other ball organizations, including Legion Ball, Marathon School Softball, and Marathon Travel Baseball.

It was noted that Travel Ball (softball and Baseball) will split the park usage cost—set by the Village Board during the park budgeting process—on a 50/50 basis. As a result, the agreement fee for 2026 is \$1,979.05 each group.

Village Trustee Lawrence asked whether the groups had been informed that the fee will increase over time as the Village gradually shifts subsidized costs to user groups. Cherek confirmed that they had been informed. He added that he is hopeful that additional revenue sources, such as advertising, will help offset Village subsidy reductions and reduce future fee increases for user groups

Motion – Approve 2026 Marathon Youth Softball Parks Use License Agreement

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

9. REVIEW AND APPROVAL OF BILLS

Village Trustee Ahrens questioned Village information technology expenses in general during the approval of bills. Administrator Cherek explained several of the annual IT renewal charges that appeared in the past month's check run register for Board approval. He also

shared his concerns regarding rising IT costs across all departments and explained how he has been addressing these increases through the reduction and consolidation of computers. Overall, no specific checks were questioned; the Board simply reviewed the information technology expenses in greater detail.

Motion – Approve Payment of Bills

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

10. RESOLUTIONS AND ORDINANCES

11. FUTURE SCHEDULED MEETINGS:

- a. Regular Village Board Meeting – Wednesday, March 4, 2026 – 6:00 pm
- b. Special Village Board Meeting – As Needed

12. ADJOURNMENT at 7:49

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

Steven Cherek
Village Administrator / Treasurer



VILLAGE BOARD OF TRUSTEES

MINUTES

SPECIAL MEETING

Wednesday, February 11, 2026

1. CALL TO ORDER at 6:00 pm

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

2. PLEDGE OF ALLEGIANCE

3. RECOGNITION OF VISITORS

a. Virtual Meeting Guidelines

This meeting will be recorded and available upon request

b. Public Participation at Government Meetings

In Person: Fire Chief Darrin Hall

4. NEW BUSINESS

a. Discuss and Approve Sign Design for County Materials Sports Complex

*Item moved After 4b.

Administrator Cherek informed the Board that per their signed land purchase agreement in 2020 with the previous land owner, a red granite monument is to be displayed near the flagpoles at the entrance of the park. In talking with Wausau Monument, Cherek presented a mock up drawing of the 5'x3'x6" monument to be installed. He estimates the cost of monument and installation to be between \$10,000-11,000. The monument is to be installed before games are played at the fields, per the agreement.

Cherek then shared designs of informational signs for County Materials Sports Complex, St Matthew's Church, and Little Lions Daycare, including signs for the entrance to the park, driveway and sidewalk signs and field name signs. Design proofs from Stratford Sign Company included in Agenda Packet. Quote for all signs from Stratford Sign Company is \$47,145.

The Park project is set to end about \$14,000 negative after drain tile is scheduled to be installed in spring to help alleviate a water drainage issue on the fields. This is before purchase of any signs.

Cherek informed the Board the 4th Street project budget is sitting positive \$46,000 with \$23,000 going towards the lighting of the tunnel that will happen in spring. The extra \$20,000 in this project could be reallocated to help pay for the monument.

The Board agreed to move forward with the monument per the 2020 land purchase agreement and have Cherek draft a letter to the donation sources to inform them that park donation signage will come later as funds become available.

b. Discuss and Possible Action on Fire Department Engine #46

*Item moved ahead of 4a.

On Tuesday, February 10th, on a Fire call to Kwik Trip, the pump housing cracked on Engine #46. The pump is used for pumping water at calls when needed but is also connected to the transmission

and the drive shaft of the Engine. The Engine became undriveable immediately and required towing back to the station.

Engine #46 is the Village Engine. It holds all the LDH (large diameter hoses) that hook directly to hydrants in case of a fire call within Village limits. The Dept removed some equipment from primary Engine #49 to make room for approximately 600' of the LDH and needed fittings in case of a Village Fire.

Cherek spoke with a representative from ISO (Insurance Services Office) to determine how being down an engine could affect MFD's ISO rating. The rating could move from a 6 to a 9, with a 10 being the least favorable rating in the scale.

North Star Emergency Vehicle Service, who has done annual pump tests for the Dept for years, has been contacted by Chief Hall to give an estimate on repairs. From pictures shared with him, he estimates cost to be around \$30,000 - 40,000. He will be out to assess the pump in person within the next week.

Cherek and the Board discussed options within the budget to cover cost of repair or financing if a replacement Engine is needed. Ultimately, no motions were made at this time. Cherek will report back on findings from North Star Emergency Vehicle Services when a repair quote is supplied.

5. 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."

MOTION – Go into Closed Session per Wis Stat. 19.85(1)(e) at 7:17 pm

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

AHRENS-Yes SORENSON-Yes PAUL-Yes PARLIER-Yes LAWRENCE-Yes HANDRICK-Yes

a. Stittleburg Restorative Health Care Development Agreement

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

MOTION – Return to Open Session at 7:47 pm

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

SORENSON-Yes PAUL-Yes PARLIER-Yes LAWRENCE-Yes HANDRICK-Yes AHRENS-Yes

7. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

No action taken

8. FUTURE SCHEDULED MEETINGS:

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

b. Special Village Board Meeting – As Needed

9. ADJOURNMENT at 7:48 pm

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

Administrator's Report – March 4, 2026

1) Permits

- Building Permits (3)
 - 501 Pine Street – New Windows
 - 900 County Road B – New Windows
- Conditional Building Permit (1)
 - 400 Block - Stittleburg Development – Only after property close and state approved plans
- Sign Permit (1)
 - 668 Maratech Ave – Grandview Real Estate Management

2) Fire Department

- First Responder Calls – February 2026
 - 17 Total Calls: 6 in Towns, 11 Village
- Fire Calls – January 2026
 - 3 total calls: 0 in Town Sections, 2 Village, 1 Auto Aid – T. Hamburg

3) Administration – Clerk's Office

The Administration Office remained busy with tax collection activities and completing the February tax settlement accounting entries. We have also been working with our auditors on the Public Service Commission (PSC) reporting. This reporting process is time-consuming, and based on discussions with previous staff, it has consistently been one of the more complex tasks handled in our office.

One of our goals is to improve the reporting process and the account setup within our Workhorse software. We have identified several customer account configurations that produce accurate billing but are not structured in the most efficient way for reporting purposes. To address this, on March 3, 2026, the Village Clerk and Administrator visited the City of Mosinee to review how their Workhorse accounts and reports are organized.

Additionally, we are coordinating with our Utilities Department to gather more accurate and complete information, which will help reduce the amount of time required for PSC reporting and other future reporting needs.

4) Public Works / Utilities

Public Works continues to focus on winter operations. Staff attempted to install the drain tile at the County Materials Sports Complex; however, the ground was more frozen than anticipated, preventing completion of the work. This project has now been rescheduled for March.

Repairs to the 2014 Ventrac have been completed, and the equipment appears to be functioning properly. We are still experiencing electrical and hydraulic issues with the 2002 CAT Loader. It is currently in the repair shop, and a CAT specialist has inspected it. If the issue cannot be resolved, we will explore the possibility of taking the loader to another repair facility for further diagnostics and repair.

5) Police Department

The Police Department's 2023 Dodge Durango cooling system/oil cooler issue reported last month has been repaired under warranty. It was noticed that the 2019 Dodge Durango is experiencing the same issue; however, this vehicle is no longer under warranty. The estimated cost for repair is approximately \$1,500. Because this is an out-of-warranty repair, we are obtaining additional estimates from other local repair shops for comparison. We do have the funds available within the 2026 Police Vehicle repair budget.

The Police Department's Tasers are experiencing intermittent failures. Staff have been able to make temporary modifications to keep them operational for now, but we are actively exploring replacement options. Based on preliminary research, it appears that the cost of replacement would fall within the 2026 Equipment Upgrade budget but also consume around \$3,200 in this account for future years. We currently budget \$8,500 in their equipment upgrade/repair budget each year.

I plan to have the Police Chief provide a full department report at the next Village Board Meeting, and this will likely be one of the items discussed.

5) Administrator Activities & Plans for March

With spring approaching, we have several project meetings scheduled for March. My plan is to focus on organizing and coordinating these projects to ensure they move forward as needed. In addition to project oversight, I also intend to review other key items—such as the Wisconsin shared revenue formula and Market Street Grant review—to help ensure we stay on track with our long-term goals for the year.

Steven Cherek

Village Administrator

	Fire Call Type	Cassel		Marathon		Rib Falls		Stettin		Village		Towns		Village		TOTAL		Mutual Aid	
February																			
Date		Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Towns		Village		FIRE	EMS	FIRE	Who
2/4/2026									1					1			1		
2/5/2026											1				1		1		
2/6/2026					1									1			1		
2/6/2026											1				1		1		
2/8/2026									1					1			1		
2/10/2026	VF									1	1			1	1	1	1	1	
2/11/2026	EA									1	1			1	1	1	1	1	
2/12/2026			1											1			1		
2/13/2026											1				1		1		
2/14/2026											1				1		1		
2/17/2026									1					1			1		
2/17/2026											1				1		1		
2/18/2026											1				1		1		
2/19/2026											1				1		1		
2/21/2026									1					1			1		
2/27/2026											1				1		1		
2/27/2026											1				1		1		
2/28/2026	SF							1					1			1			Auto Aid-Hamburg
		0	1	0	1	0	0	1	4	2	11	1	6	2	11	3	17	0	
												33.33%	35.29%	66.67%	64.71%				



MFD YTD

Note: 2025 Values do
Not reflect 25' Audit
adjustments. Not Actual

Account Number		2025 Actual 12/31/2025	2026 Actual 02/26/2026	2026 Budget	Budget Status	% of Budget
100-00-47100-000-000	FIRE CALLS-VILLAGE LABOR CHG.	359.40	0.00	0.00	0.00	0.00
100-00-47110-000-000	FIRE CALLS-VILLAGE EQUIP CHGS	0.00	0.00	0.00	0.00	0.00
100-00-47200-000-000	FIRE CALLS-TOWNSHIP LABOR	0.00	0.00	0.00	0.00	0.00
100-00-47210-000-000	FIRE CALL-TOWNSHIP EQUIPMENT	0.00	0.00	0.00	0.00	0.00
01-MFD-FIRE CALLS		359.40	0.00	0.00	0.00	0.00
100-00-47300-000-000	2% FIRE INS REBATE - VILLAGE	10,338.26	0.00	10,338.26	-10,338.26	0.00
100-00-47305-000-000	2% FIRE INS REBATE - TOWNSHIPS	9,370.82	0.00	9,370.82	-9,370.82	0.00
02 - MFD FIRE INS DUES		19,709.08	0.00	19,709.08	-19,709.08	0.00
100-00-47400-000-000	TOWNSHIP SECTION FEES - FIRE	113,202.78	90,583.60	112,566.98	-21,983.38	80.47
03 -MFD FIRE SECTION FEES		113,202.78	90,583.60	112,566.98	-21,983.38	80.47
100-00-43425-000-000	FIRE DEPT. FEDERAL GRANT	0.00	0.00	0.00	0.00	0.00
100-00-47450-000-000	MISCELLANEOUS REVENUE	6,095.02	8.95	0.00	8.95	0.00
04 - MFD OTHER REV		6,095.02	8.95	0.00	8.95	0.00
100-00-49100-000-001	PROCEEDS FROM DEBT-FD	0.00	0.00	0.00	0.00	0.00
04a - MFD PROCEEDS FROM DEBT		0.00	0.00	0.00	0.00	0.00
100-00-47500-000-000	TOWNSHIP SECTION FEES - 1ST R	9,256.80	6,752.33	16,036.78	-9,284.45	42.11
05-MFD FIRST RESPONER SEC FEE		9,256.80	6,752.33	16,036.78	-9,284.45	42.11
Total Revenues		148,623.08	97,344.88	148,312.84	-50,967.96	65.63



Account Number		2025 Actual 12/31/2025	2026 Actual 02/26/2026	2026 Budget	Budget Status	% of Budget	
100-00-52200-110-000	FIRE DEPARTMENT - WAGES	32,377.12	105.00	15,640.00	15,535.00	0.67	9.99% Wages
100-00-52200-110-001	SECTION 139B FIRE WAGES	12,309.50	2,746.00	12,900.00	10,154.00	21.29	
100-00-52200-115-000	FIRE INSPECTIONS	8,340.00	0.00	8,000.00	8,000.00	0.00	
100-00-52200-120-000	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.00	
100-00-52200-130-000	FICA/MEDICARE	2,471.82	8.04	1,196.46	1,188.42	0.67	
100-00-52200-140-000	RETIREMENT	69.60	0.00	100.00	100.00	0.00	
100-00-52200-145-000	FD DRUG TESTING	0.00	0.00	0.00	0.00	0.00	
100-00-52200-210-000	FD LEGAL FEES	0.00	0.00	500.00	500.00	0.00	
100-00-52200-220-000	FD UTILITIES	22,175.10	2,753.56	20,500.00	17,746.44	13.43	
100-00-52200-295-000	FD DUES & SUBSCRIPTIONS	1,130.00	0.00	1,330.00	1,330.00	0.00	
100-00-52200-330-000	FD BUILDING & MISC. REPAIRS	5,826.07	1,098.66	5,500.00	4,401.34	19.98	
100-00-52200-360-000	FD EQUIPMENT REPLACE & REPAIR	12,092.64	698.09	10,000.00	9,301.91	6.98	
100-00-52200-370-000	FD VEHICLE MAINTENANCE	10,858.09	492.11	15,000.00	14,507.89	3.28	
100-00-52200-380-000	FD TANKER MAINTENANCE	0.00	0.00	10,000.00	10,000.00	0.00	
100-00-52200-381-000	FD - GAS / FUEL	2,739.08	84.96	2,200.00	2,115.04	3.86	
100-00-52200-382-000	FD EQUIPMENT USED AT FIRE	1,547.45	0.00	1,500.00	1,500.00	0.00	
100-00-52200-383-000	FD EDUCATION/SEMINARS/TRAINING	1,053.08	161.40	4,000.00	3,838.60	4.04	
100-00-52200-385-000	FIRE DEPT. - TANKER FUEL #47	0.00	0.00	0.00	0.00	0.00	
100-00-52200-390-000	FD GENERAL SUPPLIES	3,553.98	2,292.74	3,500.00	1,207.26	65.51	
100-00-52200-393-000	FD EMPLOYEE MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	
100-00-52200-395-000	FD FIRE INSPECTION MILEAGE	0.00	0.00	0.00	0.00	0.00	
100-00-52200-395-100	FD SCHOOLING MILEAGE	1,379.00	0.00	2,000.00	2,000.00	0.00	
100-00-52200-400-000	FD IT	14,391.54	1,047.41	12,500.00	11,452.59	8.38	
100-00-52200-820-000	FD PERSONAL PROTECTIVE EQUIP.	11,139.69	0.00	15,000.00	15,000.00	0.00	
100-00-52200-820-100	FD PAGERS & RADIOS	5,280.16	483.98	5,000.00	4,516.02	9.68	
100-00-52200-820-200	FD HOSE	0.00	0.00	0.00	0.00	0.00	
100-00-52200-825-000	F.D. FED. GRANT FUNDED EQUIP	0.00	0.00	0.00	0.00	0.00	
100-00-52200-900-000	FD FIRE PREVENTION	1,250.98	50.00	1,500.00	1,450.00	3.33	
100-00-52200-999-000	FD MISCELLANEOUS EXPENSE	2,629.77	0.00	500.00	500.00	0.00	
06 -FIRE DEPARTMENT OPERATIONS		152,614.67	12,021.95	148,366.46	136,344.51	8.10	
100-00-52200-939-000	FD AUTO/LIABILITY/LIFE INS.	13,926.04	9,063.78	16,000.00	6,936.22	56.65	
07-MFD INSURANCE AND BONDS		13,926.04	9,063.78	16,000.00	6,936.22	56.65	
100-00-52200-910-000	FD HYDRANT RENTAL	0.00	0.00	73,230.00	73,230.00	0.00	
08-MFD HYDARANT RENTAL		0.00	0.00	73,230.00	73,230.00	0.00	
100-00-52200-950-001	FD 2024 ENGINE #49 PRINCIPAL	-0.48	0.00	30,000.00	30,000.00	0.00	
100-00-52200-950-002	FD 2024 ENGINE #49 INTEREST	-0.02	0.00	10,901.39	10,901.39	0.00	
8.2 - FD DEBT SERVICE		-0.50	0.00	40,901.39	40,901.39	0.00	
100-00-52200-810-000	FD CAPITAL EQUIP - TRUCKS	0.00	0.00	0.00	0.00	0.00	
8.3 - FD CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00	
100-00-52350-210-000	EMS AMBULANCE SERVICE	10,913.00	0.00	10,913.00	10,913.00	0.00	



Account Number		2025 Actual 12/31/2025	2026 Actual 02/26/2026	2026 Budget	Budget Status	% of Budget	
=====							
09-MFD AMBULANCE SERVICE		10,913.00	0.00	10,913.00	10,913.00	0.00	
=====							
100-00-52300-110-000	EMS WAGES	18,193.13	210.00	16,680.00	16,470.00	1.26	17.81% Wages
100-00-52300-110-001	SECTION 139B EMS WAGES	6,872.50	3,990.00	6,900.00	2,910.00	57.83	
100-00-52300-130-000	EMS FICA & MEDICARE	1,392.32	16.06	1,803.87	1,787.81	0.89	
100-00-52300-383-000	EMS EDUCATION/SEMINAR/TRAINING	2,270.87	135.00	3,000.00	2,865.00	4.50	
100-00-52300-390-000	EMS SUPPLIES & EXPENSES	7,494.22	389.14	9,800.00	9,410.86	3.97	
100-00-52300-393-000	EMS EMPLOYEE MEDICAL EXPENSE	0.00	0.00	150.00	150.00	0.00	
100-00-52300-395-000	EMS MILEAGE/MEALS/MOTELS	588.00	0.00	500.00	500.00	0.00	
100-00-52300-820-100	EMS PAGERS & RADIOS	4,975.63	0.00	5,000.00	5,000.00	0.00	
=====							
10-FIRST RESPONDERS OPERATIONS		41,786.67	4,740.20	43,833.87	39,093.67	10.81	
=====							
Total Expenses		219,239.88	25,825.93	333,244.72	307,418.79	7.75	
=====							
Net Totals		-70,616.80	71,518.95	-184,931.88	-256,450.83	-38.67	

Option 1 – Purchase of a Used Fire Engine

Approve spending up to \$125,000 for the purchase of a used fire engine. The 2026 revenue and the additional 2027 expenditures would be financed through a 2026 General Obligation Note (10-year loan). Payments would begin in 2027 and be funded through a combination of reductions within the 2027 Fire Department Operating Budget and reasonable increases to the 2027 Fire Contract revenues.

Purchasing a newer, upgraded engine at this time is estimated to provide the Fire Department with an additional 15–20 years of useful life before replacement is required. The engine sought would maintain the Village’s current ISO fire rating and serve the Department more effectively than the existing Fire Engine #46.

This option keeps the Village aligned with the 2025–2029 Capital Improvement Plan, adopted under Resolution 2025-07-02A on July 2, 2025.

Option 2 – Repair Fire Engine #46

Allocate up to \$45,000 toward the repair work needed on Fire Engine #46, as spending beyond this amount would require borrowing within the 2026 budget year. This option would require a 2026 Budget Amendment, redirecting funds by removing \$35,500 from the 2026 Street Overlays and Surface Treatments budget and \$10,000 from the General Fund Fire Department budget for Fire Tanker Maintenance.

At this time, it is unknown whether \$45,000 will fully cover the repair costs. Additional expenses may be incurred for transporting the vehicle to the repair shop, and further issues could be identified once the vehicle is inspected. Additionally, these repairs would only address the drivetrain and pump failure, not other existing issues with the vehicle.

Choosing this option would impact the approved 2025–2029 CIP, delay needed street repairs, and potentially increase future street maintenance costs. Completing the repairs is estimated to provide 5–10 additional years of useful life for Fire Engine #46 before replacement would again be needed.

Option 3 – Sell and do not Replace Fire Engine #46

Under this option, the Village would sell Fire Engine #46 as is and not pursue a replacement apparatus. While this is a viable choice, it carries significant operational and service-level impacts. Removing this engine would reduce the available firefighting apparatus necessary to maintain current ISO ratings, as well as diminish the Department’s ability to have

essential equipment on scene when needed—such as large-diameter hose, EMS support equipment, and other critical response tools.

For Fire Service members residing outside of a fire hydrant zone but within five miles of the Fire Station, the ISO rating would be expected to drop from a Class 6 to a Class 9. Such a change may negatively impact insurance premiums for affected property owners and reduce overall fire protection capabilities within the service area.

North Star Emergency Vehicle Service Inc.
 PO Box 1045
 Woodruff, WI 54568

Estimate

Date 2/23/2026
 Estimate # 1166

Name / Address

Marathon City Fire Department
 PO Box 178
 Marathon, WI 54448

P.O. #

Terms Net 30

Due Date 3/25/2026

Other

Description	Qty	Rate	Total
E46 --- Gear case failed and split while in road gear. Pump and gear case are obsolete and will need a full replacement of the pump center section. Remove and replace center section. Darley no longer supports existing driveline. Measure for the new driveline and have the driveline fabricated. Reinstall all components.	50	140.00	7,000.00
LDM1000-1750 REPLACEMENT Configurator, STL213	1	32,080.00	32,080.00
Estimated Driveline/Material Allowance		2,000.00	2,000.00
Pump Test Outside of Maintenance Program (Test Drops to \$275 if done in conjunction with pump maintenance)	1	1.00	1.00
**Work to be performed at NSEVS shop in Woodruff, WI.			
Balances are due within 30 days of invoice date. 2.0% interest will be charged after 45 days.		Subtotal	\$41,081.00
		Sales Tax (0.0%)	\$0.00
		Total	\$41,081.00

North Star Emergency Vehicle Service Inc.
 northstarevs@hotmail.com

715-614-2465

Financing Plan Tax Impact

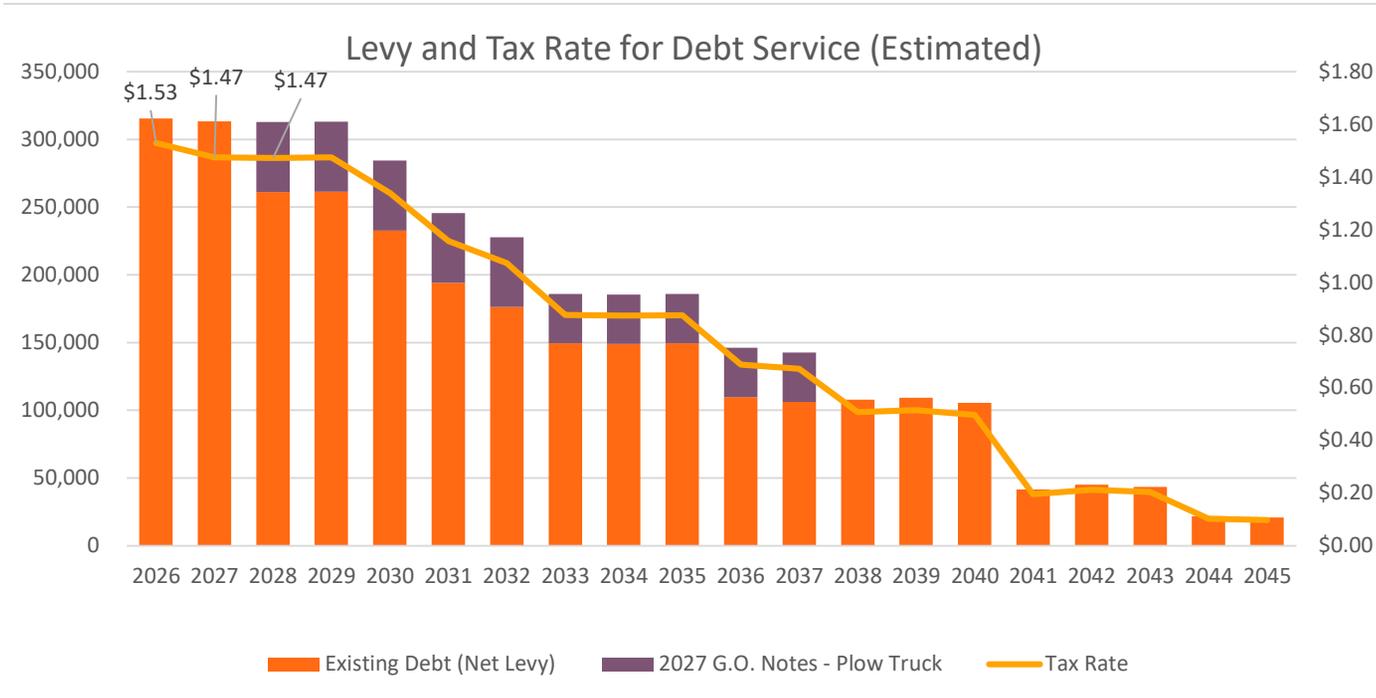
Village of Marathon City, WI

Year Ending	Existing Debt									2026 G.O. Notes 125,000 Dated: 6/1/2026		2027 G.O. Notes 340,000 Dated: 6/1/2027		Abatements		Debt Service Levy		Taxes		Year Ending
	Total Debt Payments	Less: TID#1	Less: TID#2	Less: Fire	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$300,000 Home	Principal and Int	Total P&I	Less: Fire Contract Rev.	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$300,000 Home				
	2026	706,988	(145,767)	(137,250)	(40,901)	315,473	(14,341)	206,216,800	\$1.53	\$458.94	0	0	0	315,473	(14,341)	\$1.53	\$459	2026		
2027	723,695	(157,000)	(138,575)	(40,250)	313,207	(2,266)	212,403,304	\$1.52	\$455.65	16,583	0	(16,583)	313,208	(2,266)	\$1.47	\$442	2027			
2028	687,495	(154,750)	(134,825)	(38,750)	261,007	(52,200)	212,403,304	\$1.27	\$379.71	16,583	51,705	(16,583)	312,713	(495)	\$1.47	\$442	2028			
2029	992,570	(457,500)	(136,000)	(42,250)	261,407	400	212,403,304	\$1.27	\$380.29	16,583	51,705	(16,583)	313,113	400	\$1.47	\$442	2029			
2030	917,795	(410,000)	(137,025)	(40,500)	232,607	(28,800)	212,403,304	\$1.13	\$338.39	16,583	51,705	(16,583)	284,313	(28,800)	\$1.34	\$402	2030			
2031	646,401	(314,000)	0	(38,750)	193,989	(38,619)	212,403,304	\$0.94	\$282.21	16,583	51,705	(16,583)	245,694	(38,619)	\$1.16	\$347	2031			
2032	636,520	(317,000)	0	(42,000)	176,108	(17,881)	212,403,304	\$0.85	\$256.20	16,583	51,705	(16,583)	227,814	(17,881)	\$1.07	\$322	2032			
2033	661,650	(414,250)	0	0	149,488	(26,620)	212,403,304	\$0.72	\$217.47	16,583	36,484	(16,583)	185,972	(41,842)	\$0.88	\$263	2033			
2034	659,400	(411,000)	0	0	148,988	(500)	212,403,304	\$0.72	\$216.74	16,583	36,484	(16,583)	185,472	(500)	\$0.87	\$262	2034			
2035	656,600	(410,800)	0	0	149,388	400	212,403,304	\$0.72	\$217.33	16,583	36,484	(16,583)	185,872	400	\$0.88	\$263	2035			
2036	163,000	0	0	0	109,588	(39,800)	212,403,304	\$0.53	\$159.43	16,583	36,484	(16,583)	146,072	(39,800)	\$0.69	\$206	2036			
2037	163,200	0	0	0	106,188	(3,400)	212,403,304	\$0.51	\$154.48	0	36,484	0	142,671	(3,400)	\$0.67	\$202	2037			
2038	163,200	0	0	0	107,788	1,600	212,403,304	\$0.52	\$156.81	0	0	0	107,788	(34,884)	\$0.51	\$152	2038			
2039	163,000	0	0	0	109,188	1,400	212,403,304	\$0.53	\$158.84	0	0	0	109,188	1,400	\$0.51	\$154	2039			
2040	162,600	0	0	0	105,388	(3,800)	212,403,304	\$0.51	\$153.32	0	0	0	105,388	(3,800)	\$0.50	\$149	2040			
2041	97,000	0	0	0	41,588	(63,800)	212,403,304	\$0.20	\$60.50	0	0	0	41,588	(63,800)	\$0.20	\$59	2041			
2042	98,600	0	0	0	45,100	3,513	212,403,304	\$0.22	\$65.61	0	0	0	45,100	3,513	\$0.21	\$64	2042			
2043	99,988	0	0	0	43,400	(1,700)	212,403,304	\$0.21	\$63.14	0	0	0	43,400	(1,700)	\$0.20	\$61	2043			
2044	76,163	0	0	0	21,700	(21,700)	212,403,304	\$0.11	\$31.57	0	0	0	21,700	(21,700)	\$0.10	\$31	2044			
2045	78,188	0	0	0	20,850	(850)	212,403,304	\$0.10	\$30.33	0	0	0	20,850	(850)	\$0.10	\$29	2045			
Total	9,532,891	(3,670,943)	(819,450)	(317,776)	3,242,250					165,835	440,944	(165,830)					Total			

Notes:

Jan 1, 2026 Equalized Valuation assumes a 3% growth assumption

Village of Marathon City, WI



Jan 1, 2025 Equalized Value = \$206.2 million

Jan 1, 2026 Equalized Value = \$212.4 million

Past Contract - Billed Amounts				2027 Proposed MFD Budget Options, 2025 equalized values per agreements			
	2024 paid	2025 paid	2026 paid	2027 Muni Max	2027 Budget No Change	2027 All Same rate -1 Town Max	2027 Increase totals
Cassel	\$16,379.34	\$21,839.12	\$21,983.38	\$2,198.34	\$23,129.77	\$24,181.71	\$2,198.33
Rib Falls	\$15,730.07	\$20,973.42	\$18,555.47	\$1,855.55	\$18,731.54	\$19,583.45	\$1,027.98
Stettin	\$60,525.05	\$70,390.24	\$72,028.13	\$7,202.81	\$70,743.16	\$73,960.56	\$1,932.43
Marathon City	\$74,282.50	\$66,171.13	\$72,991.79	\$3,649.59	\$72,954.30	\$76,272.28	\$3,280.49
Total Collected:	\$166,916.96	\$179,373.91	\$185,558.77	\$14,906.29	\$185,558.77	\$193,998.00	\$8,439.23
MFD - Budget Amount	\$166,916.96	\$179,373.91	\$185,558.77		\$185,558.77	\$193,998.00	
	2024 With 40%	2025	2026		2027	2027	
Cassel	0.3	0.342600	0.3191		0.2859	0.2989	
Rib Falls	0.3	\$0.382281	0.3191		0.2859	0.2989	
Stettin	0.35	0.329452	0.3191		0.2859	0.2989	
Marathon City	0.37	0.311843	0.3191		0.2859	0.2989	
Rate based on Adopted Budget	0.34500916	0.329452	0.3191390		0.2859	0.2989	
	2022 Equalized	2023 Equalized	2024 Equalized		2025 Equalized Vale		
Cassel	\$54,597,805.00	\$63,745,178.00	\$68,883,391		\$80,903,369	\$80,903,369	
Rib Falls	\$52,433,556.00	\$54,863,923.00	\$58,142,280		\$65,519,228	\$65,519,228	
Stettin	\$175,430,263.00	\$213,658,333.00	\$225,695,183		\$247,445,663	\$247,445,663	
Marathon City	\$201,342,800.00	\$212,193,400.00	\$228,714,800		\$255,179,900	\$255,179,900	
Total Section Equalized Value	\$483,804,424.00	\$544,460,834.00	\$581,435,654		\$649,048,160	\$649,048,160	

2027 MARATHON FIRE & EMS BUDGET

2/25/2026

REVENUES	Adopted 2024 Budget	ADOPTED 2025 BUDGET	ADOPTED 2026 BUDGET	Proposed 2027 Budget	BUDGET CHANGE
100-00-47100-000-000 Fire Calls Mutual AID - Equip & Labor				\$ -	
100-00-47110-000-000 Fire Calls Village - Equip				\$ -	
100-00-47200-000-000 Fire Calls Towns - Labor				\$ -	
100-00-47210-000-000 Fire Calls Towns - Equip				\$ -	
SUBTOTAL - FIRE DEPT. Calls					
100-00-43420-000-000 2% Dues					
100-00-47300-000-000 2% Fire Insurance Rebate - Village	\$ 7,100.00	\$ 8,711.73	\$ 10,338.26	\$ 10,338.26	
100-00-47305-000-000 2% Fire Insurance Rebate - Towns	\$ 7,411.17	\$ 8,615.32	\$ 9,370.82	\$ 9,370.82	
SUBTOTAL - FIRE DEPT. 2% Dues	\$ 14,511.17	\$ 17,327.05	\$ 19,709.08	\$ 19,709.08	
100-00-47400-000-000 Township Section Fees - Fire	\$ 109,217.41	\$ 113,202.78	\$ 112,566.98	\$ 117,725.72	4.58%
SUBTOTAL - FIRE DEPT. Section Fees	\$ 109,217.41	\$ 113,202.78	\$ 112,566.98	\$ 117,725.72	
100-00-47500-000-000 Township Section Fees - First Responder	\$ 12,008.71	\$ 8,954.48	\$ 16,036.78	\$ 16,036.78	0.00%
SUBTOTAL - First Responder Section Fees	\$ 12,008.71	\$ 8,954.48	\$ 16,036.78	\$ 16,036.78	
100-00-47450-000-000 Miscellaneous Revenue					
100-00-43425-000-000 Fire Dept Federal Grant	\$ -			\$ -	
SUBTOTAL - MFD Other Rev-Grants		\$ -	\$ -	\$ -	
100-00-49100-000-001 Proceeds From Debt - FD	\$ -			\$ -	
SUBTOTAL - Proceeds From Debt - FD		\$ -	\$ -	\$ -	
TOTAL FIRE REVENUES	\$ 135,737.29	\$ 139,484.31	\$ 148,312.84	\$ 153,471.58	3.48%

EXPENDITURES	ADOPTED 2024 BUDGET	ADOPTED 2025 BUDGET	ADOPTED 2026 BUDGET	Proposed 2027 Budget	BUDGET CHANGE
100-00-52200-100-000 Wages & Salaries - Fire	\$ 19,766.80			\$ -	
100-00-52200-100-001 Wages Fire - Section 139B	\$ -			\$ -	
100-00-52200-110-000 Fire Department - Wages		\$ 11,766.80	\$ 15,640.00	\$ 15,640.00	
100-00-52200-110-001 Section 139B Fire Wages		\$ 8,000.00	\$ 12,900.00	\$ 12,900.00	
100-00-52200-115-000 Wages Fire Inspection	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	
100-00-52200-120-000 Unemployment Charges					
100-00-52200-130-000 FICA & Medicare	\$ 1,512.16	\$ 1,512.16	\$ 1,196.46	\$ 1,196.46	
100-00-52200-140-000 Retirement	\$ 3,100.00		\$ 100.00	\$ 100.00	
100-00-52200-145-000 FD Drug Testing	\$ -			\$ -	
100-00-52200-210-000 FD Legal Fees		\$ 1,000.00	\$ 500.00	\$ 500.00	
100-00-52200-220-000 FD Utilities	\$ 14,500.00	\$ 18,000.00	\$ 20,500.00	\$ 20,500.00	
100-00-52200-295-000 FD Dues & Subscriptions	\$ 1,100.00	\$ 1,100.00	\$ 1,330.00	\$ 1,330.00	
100-00-52200-330-000 FD Building & Misc Repairs	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	
100-00-52200-360-000 FD Equipment Replace & Repair	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
100-00-52200-370-000 FD Vehicle Maintenance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
100-00-52200-380-000 FD Tanker Maintenance		\$ 10,000.00	\$ 10,000.00	\$ 7,856.23	
100-00-52200-381-000 FD Gas/Fuel	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	
100-00-52200-382-000 FD Equipment Used at Fire			\$ 1,500.00	\$ 1,500.00	
100-00-52200-383-000 FD Education/Seminars/Training	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	
100-00-52200-385.000 Tanker Fuel #47					
100-00-52200-390-000 FD General Supplies	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	
100-00-52200-393-000 FD Employee Medical Expense	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	
100-00-52200-395-000 FD Fire Inspection Mileage	\$ 1,500.00			\$ -	
100-00-52200-395-100 FD Schooling Mileage	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	
100-00-52200-400-000 FD IT	\$ 7,500.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00	
100-00-52200-825-000 Grant Funded Equipment	\$ 500.00	\$ 500.00	\$ -	\$ -	
100-00-52200-820-000 FD Personal Protective Equip	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
100-00-52200-820-100 FD Pagers & Radios	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
100-00-52200-820-200 FD Hose					
100-00-52200-900-000 FD Fire Prevention	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
100-00-52200-999-000 FD Miscellaneous Expense	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
SUBTOTAL - FIRE DEPT. OPS	\$ 124,478.96	\$ 131,878.96	\$ 148,366.46	\$ 146,222.69	-1.44%
100-00-52200-939-000 FD Auto/Liability/Life Ins.	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	
SUBTOTAL - MFD INSURANCE AND BONDS	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	-37.50%
100-00-52200-910-000 FD Hydrant Rental	\$ 73,230.00	\$ 73,230.00	\$ 73,231.00	\$ 73,230.00	
SUBTOTAL - HYDRANT RENTAL	\$ 73,230.00	\$ 73,230.00	\$ 73,231.00	\$ 73,230.00	0.00%
100-00-52200-950-001 FD 2024 Engine #49 Principal	\$ 34,230.00	\$ 31,252.23	\$ 30,000.00	\$ 46,583.00	
100-00-52200-950-002 FD 2024 Engine #49 Interest	\$ 37,770.00	\$ 17,569.77	\$ 10,901.39	\$ 10,901.39	
SUBTOTAL FD - DEBT SERVICE	\$ 72,000.00	\$ 48,822.00	\$ 40,901.39	\$ 57,484.39	40.54%
100-00-52200-810-000 FD Capital Equipment - Trucks	\$ -			\$ -	

SUBTOTAL - FD CAPITAL OUTLAY \$ - \$ - \$ - \$ -

100-00-52300-100-000 Wages & Salaries - FR	\$ 22,130.00				
100-00-52300-100-001 EMS Section 139B Wages					
100-00-52300-110-000 EMS Wages		\$ 11,130.00	\$ 16,680.00	\$ 16,680.00	
100-00-52300-110-001 Section 139B EMS Wages		\$ 11,000.00	\$ 6,900.00	\$ 6,900.00	
100-00-52300-120-000 EMS Unemployment Ins	\$ -				
100-00-52300-130-000 EMS FICA & Medicare	\$ 1,692.95	\$ 1,692.95	\$ 1,803.87	\$ 1,803.87	
100-00-52300-383-000 EMS Education/Seminars/Training	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
100-00-52300-390-000 EMS Supplies & Expenses	\$ 9,000.00	\$ 9,000.00	\$ 9,800.00	\$ 9,800.00	
100-00-52300-393-000 EMS Employee Medical Exp	\$ 750.00	\$ 750.00	\$ 150.00	\$ 150.00	
100-00-52300-395-000 EMS Mileage/Meals/Motels	\$ 1,300.00	\$ 1,300.00	\$ 500.00	\$ 500.00	
100-00-52300-820-100 EMS Pagers & Radios	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
SUBTOTAL - FIRST RESPONDERS	\$ 42,872.95	\$ 42,872.95	\$ 43,833.87	\$ 43,833.87	0.00%

100-00-52350-210-000 EMS Ambulance Service	\$ 8,200.00	\$ 8,200.00	\$ 10,913.00	\$ 10,913.00	
SUBTOTAL - OTHER FIRE	\$ 8,200.00	\$ 8,200.00	\$ 10,913.00	\$ 10,913.00	

TOTAL EXPENDITURES \$ 336,781.91 \$ 321,003.91 \$ 333,245.72 \$ 341,683.95 2.53%

2/25/2026

REVENUES	Adopted 2024 BUDGET	Adopted 2025 BUDGET	Adopted 2026 BUDGET	Proposed 2027 Budget
FIRE CALLS	\$ -	\$ -	\$ -	\$ -
FIRE INS DUES	\$ 7,100.00	\$ 17,327.05	\$ 19,709.08	\$ 19,709.08
FIRE SECTION FEES	\$ 109,217.41	\$ 113,202.78	\$ 112,566.98	\$ 117,725.72
OTHER INCOME F.D	\$ -	\$ -	\$ -	\$ -
FIRST RESPONDER SECTION FEES	\$ 12,008.71	\$ 8,954.48	\$ 16,036.78	\$ 16,036.78
proceeds from Debt	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 128,326.12	\$ 139,484.31	\$ 148,312.84	\$ 153,471.58

EXPENDITURES	ADOPTED 2024 BUDGET	ADOPTED 2025 BUDGET	ADOPTED 2026 BUDGET	ADOPTED 2027 Budget
FIRE DEPARTMENT OPERATIONS	\$ 124,478.96	\$ 131,878.96	\$ 148,366.46	\$ 146,222.69
FIRST RESPONDER OPERATIONS	\$ 42,872.95	\$ 42,872.95	\$ 43,833.87	\$ 43,833.87
INSURANCE AND BONDS	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00
AMULANCE SERVICE	\$ 8,200.00	\$ 8,200.00	\$ 10,913.00	\$ 10,913.00
HYDRANT RENTAL	\$ 73,230.00	\$ 73,230.00	\$ 73,231.00	\$ 73,230.00
FD - DEBT SERVICE	\$ 72,000.00	\$ 48,822.00	\$ 40,901.39	\$ 57,484.39
FD CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -
EMS CAPITAL OUTLAY				
TOTAL - OPERATIONS	\$ 336,781.91	\$ 321,003.91	\$ 333,245.72	\$ 341,683.95
TOTAL EXPENDITURES	\$ 336,781.91	\$ 321,003.91	\$ 333,245.72	\$ 341,683.95

Fire Contract Budget
\$193,998.00

Driveway Sign
 Single Sided | Non-Lit
QTY: 1



212805 Connor Ave. | PO Box 134 | Stratford, WI 54484
 Tel 715.687.3250 | Free 888.264.4459
 Fax 715.687.4657 | www.stratfordsign.com

ART PROOF

SHEET 1 of 6

PO #: <<PO Number>>

Client: Village of Marathon

Project: County Materials Sports Complex

Contact: Steve Cherek

Phone: 715-680-1776

Email: scherek@marathoncitywi.gov

Project Mgr: Justin

Drawn By: Kristina

PROOF DATES

P1: 11.06.25 P2: 12.17.25

P3: 01.13.26 P4: 02.09.26

P5: 02.10.26 P6: 00.00.00

File Name: M; Marathon, Village of;
 County Materials Sports Comp

- APPROVED
- Approved w/ noted revisions
- Revise and submit new proof

 Signature

 Date



Side A

Side View

Side B

(A) Exterior Signage
 Printed HP Vinyl
 with Gloss Lamination

(B) Donor Graphics
 Diecut HP Vinyl
 White & Black

DISCLOSURE:

These drawings will be released to production once signed, dated and returned to SSC. SSC is not responsible for errors once approved and released into production. Additional fees will be incurred. Please check ALL information such as size, artwork, spelling, numbers, etc. Check for misspellings, correct phone numbers, addresses and details regarding renderings, shop drawings, layouts, specifications, quantities, colors, etc. Entire proof must be reviewed EACH time.
 Colors on layouts shown are for representation ONLY. PMS colors must be requested at time of order to ensure accuracy and may not be guaranteed. Each Computer screen and printer may show incorrect colors. Even when PMS colors are noted, it may vary on the medium it is printed on. Examples such as: Translucent colors non lit, may and will change when back lit. Additional fee will apply if PMS sample is required.
 All warranties are null and void due to pressure washer on graphics. Ceramic Coated Finish on Vehicles prohibits any vinyl graphic adhesion. This must be presented at the time of layout and design request. All Warranties are null and void with any vehicle graphics if applied to vehicles that have ceramic coating applied.
 Stratford Sign Company, LLC is not liable for any errors occurring when you, the customer, has given either verbal (and documented at SSC), written, email and/or faxed approval. Any errors and changes will be the sole responsibility of the customer.
 All artwork presented by SSC is property of SSC and cannot be produced by others without permission.
 A Fee will be applied if reproduced by others.

Path Directional Sign
 Single Sided | Non-Lit
QTY: 1 of Each



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 Tel 715.687.3250 | Free 888.264.4459
 Fax 715.687.4657 | www.stratfordsign.com

ART PROOF

SHEET 2 of 6

PO #: <<PO Number>>
 Client: Village of Marathon
 Project: County Materials Sports Complex
 Contact: Steve Cherek
 Phone: 715-680-1776
 Email: scherek@marathoncitywi.gov
 Project Mgr: Justin
 Drawn By: Kristina

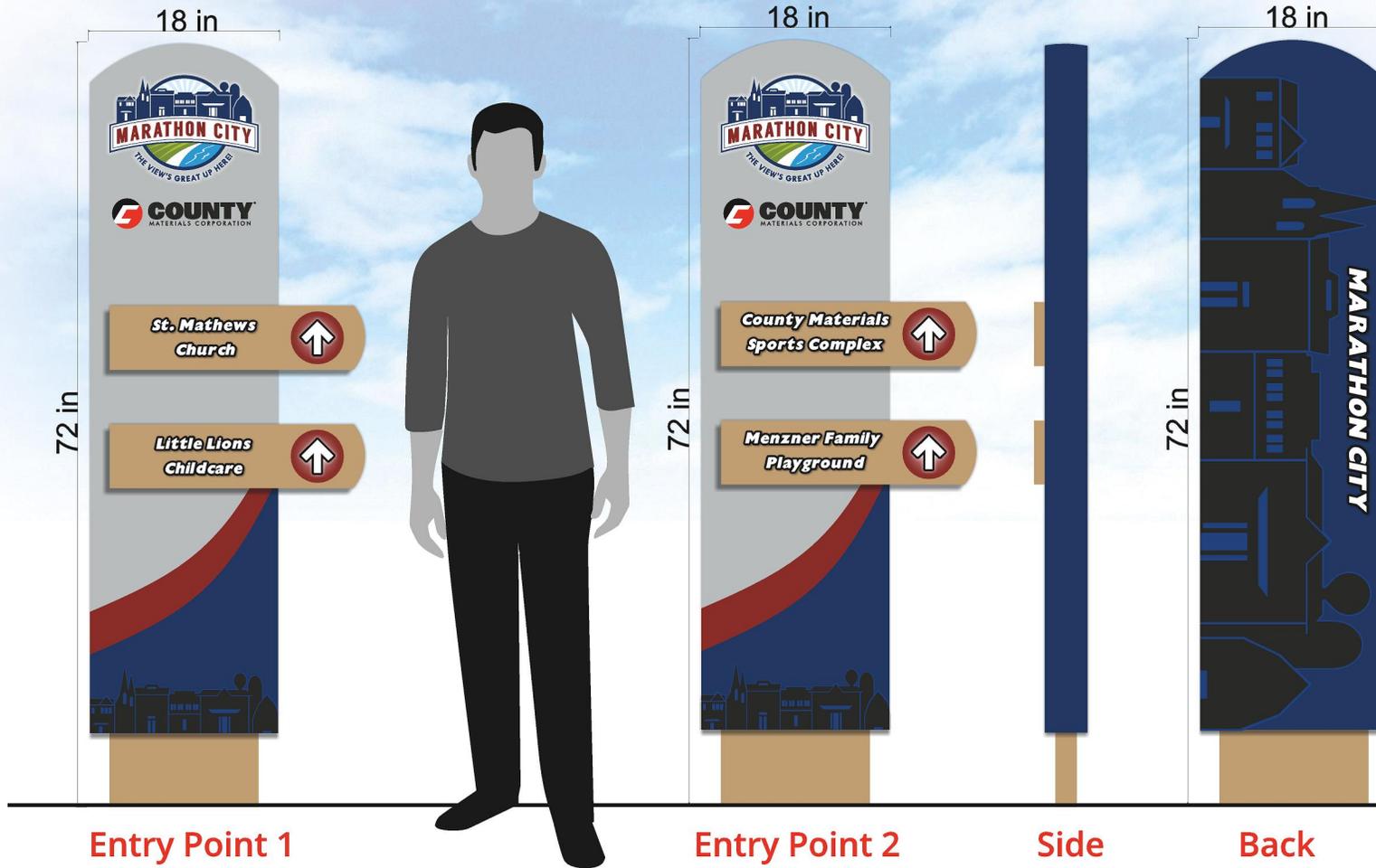
PROOF DATES
 P1: 11.06.25 P2: 12.17.25
 P3: 01.13.26 P4: 02.09.26
 P5: 02.10.26 P6: 00.00.00

File Name: M; Marathon, Village of;
 County Materials Sports Comp

- APPROVED
- Approved w/ noted revisions
- Revise and submit new proof

Signature

Date



Exterior Sign Graphics
 Printed 3M HP Vinyl
 with Gloss Lamination

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 A Fee will be applied if reproduced by others.

Driveway Sign

Double Sided | Internally Lit

QTY: 1



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 Tel 715.687.3250 | Free 888.264.4459
 Fax 715.687.4657 | www.stratfordsign.com

ART PROOF

SHEET 3 of 6

PO #: <<PO Number>>
 Client: Village of Marathon
 Project: County Materials Sports Complex
 Contact: Steve Cherek
 Phone: 715-680-1776
 Email: scherek@marathoncitywi.gov
 Project Mgr: Justin
 Drawn By: Kristina

PROOF DATES
 P1: 11.06.25 P2: 12.17.25
 P3: 01.13.26 P4: 02.09.26
 P5: 02.10.26 P6: 00.00.00

File Name: M; Marathon, Village of;
 County Materials Sports Comp

- APPROVED
- Approved w/ noted revisions
- Revise and submit new proof

 Signature

 Date



Exterior Sign Graphics
 Printed 3M HP Vinyl
 with Gloss Lamination

DISCLOSURE:
 These drawings will be released to production once signed, dated and returned to SSC. SSC is not responsible for errors once approved and released into production. Additional fees will be incurred. Please check ALL information such as size, artwork, spelling, numbers, etc. Check for misspellings, correct phone numbers, addresses and details regarding renderings, shop drawings, layouts, specifications, quantities, colors, etc. Entire proof must be reviewed EACH time.
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 A Fee will be applied if reproduced by others.



February 9, 2026

Steve Cherek, Administrator
Marathon City
311 Walnut Street
PO Box 487
Marathon City, WI 54448
Via Email Mail Only to scherek@marathoncitywi.gov

Subject: Wisconsin Assessment Monies Contractor Services
U.S. Environmental Protection Agency Brownfield Site Assessment Grant
Cooperative Agreement No. 4B-00E03200

Dear Mr. Cherek:

The Wisconsin Department of Natural Resources (DNR) is pleased to inform you that it has conditionally approved your application for contractor services under the Wisconsin Assessment Monies (WAM) program for the following property:

File Number:	WCS-077
Property Name:	Weisenberger Tie & Lumber
Address:	1500, 1520 and 1535 Weisenberger Road, Marathon City, WI 54448
BRRTS #(s):	02-37-000008, 02-37-216770, 02-37-579282, 07-37-591090
DNR Contractor:	GEI Consultants, Inc. (GEI)
DNR WAM Grant Manager:	Tom Coogan (608) 219-2148 Thomas.Coogan@wisconsin.gov
DNR Technical Project Manager:	Matthew Vitale (715) 492-1222 Matthew.Vitale@wisconsin.gov

The services are awarded under the authority of s.104(k) of the Comprehensive Environmental Response, Compensation, and Liability Act. The DNR determined that the site is eligible for services based on the information you provided. This eligibility should not be interpreted to be a determination about the federal or state liability of the potential causer, property owners or other potentially responsible parties regarding discharges of hazardous substances or the presence of environmental contamination that may be present on the site.

The DNR selected an environmental consultant to complete professional consulting services for the property. Services will begin once a contract is established with the consultant. Activities to be performed will be based on site-specific needs and may include the following:

- **Phase I Environmental Site Assessment (ESA)** - an environmental assessment of a property to identify likely or known areas of environmental contamination conducted in accordance with the ASTM E1527-21 *Standard Practice for Environmental Site Assessment Process* and meeting the requirements for *All Appropriate Inquiries* under 40 C.F.R. Part 312. A Phase I ESA includes a site visit, environmental records review, interviews and a written report.

- **Phase II ESA** - an environmental assessment of a property to physically confirm the presence or absence of environmental contamination through file reviews, field sampling, laboratory analysis of samples and visual observations. A Phase II ESA is conducted in accordance with the ASTM E1903-19 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*.
- **Site Investigation** – an evaluation of a hazardous substance discharge that includes field sampling to define the nature, degree and extent of contamination completed in accordance with Wisconsin Administrative Code ch. NR 716.
- **Remedial Action Planning** – activities and planning to prepare for remediation that may include engineering design, feasibility evaluations, sampling, reports, etc. (e.g., Remedial Actions Options Report).

You may be contacted by the DNR, Governor's office or state legislators concerning the issuance of a press release to publicize this award.

If you have any questions regarding this letter, please contact the DNR WAM Grant Manager, Tom Coogan, at (608) 219-2148 or Thomas.Coogan@wisconsin.gov.

Sincerely,



Christine Sieger
Director
Remediation & Redevelopment Program

cc:

Tom Coogan, DNR, Remediation & Redevelopment – Thomas.Coogan@wisconsin.gov
Jodie Thistle, DNR, Remediation & Redevelopment – Jodie.Thistle@wisconsin.gov
Matthew Thompson, DNR, Remediation & Redevelopment – Matthew.Thompson@wisconsin.gov
Matt Vitale, DNR, Remediation & Redevelopment – Matthew.Vitale@wisconsin.gov
Brian Desmond, Marathon County – brian.desmond@marathoncounty.gov
Candace Pesch, Marathon County – candace.pesch@marathoncounty.gov
Michael Debraske, GEI Consultants, Inc. – mdebraske@geiconsultants.com

**VILLAGE OF MARATHON CITY TID NO. 2
PURCHASE & DEVELOPMENT AGREEMENT
STITTLEBURG RESTORATIVE HEALTH CARE, LLC.**

THIS PURCHASE & DEVELOPMENT AGREEMENT (“Agreement”) made this ____ day of February, 2026 (“Effective Date”), by and between the VILLAGE OF MARATHON CITY, a municipal corporation of Marathon County, Wisconsin, (hereinafter referred to as "VILLAGE") located at 311 Walnut Street, Marathon City, WI 54448, and STITTLEBURG RESTORATIVE HEALTH CARE, LLC, a Wisconsin limited liability corporation, (hereinafter referred to as “DEVELOPER”), with its principal place of business located at 234800 Deer Creek Lane, Edgar, WI 54426. VILLAGE and DEVELOPER may each be referred to as a “Party” or collectively the “Parties” to this Agreement.

WITNESSETH

WHEREAS, the VILLAGE is interested in encouraging new development, eliminating blight, retaining and expanding existing business in the VILLAGE; and

WHEREAS, the VILLAGE, pursuant to Wis. Stat. § 66.1105, created Tax Incremental District No. 2 on the 20th day of June, 2016, through the adoption of a Resolution and approved the Project Plan for TID No. 2, (hereinafter the “Project Plan”), which Project Plan, as so approved, and as may be amended from time to time, is incorporated herein and on file at the VILLAGE; and

WHEREAS, the VILLAGE, within the boundaries of TID No. 2, determined that a portion of such area was blighted as defined in Wis. Stat. § 66.1333(2m)(b) (“Redevelopment Area”) and that to carry out blight elimination and urban renewal programs and projects together with all those necessary or incidental projects and programs to effect adequate comprehensive blight elimination and urban renewal, the VILLAGE created Redevelopment District No. 2; and

WHEREAS, the VILLAGE, pursuant to Wis. Stat. § 66.1333, on the 2nd day of June, 2016 and the 20th day of June, 2016, adopted a Redevelopment Plan, and as may be amended from time to time, is incorporated herein, and on file at the VILLAGE; and

WHEREAS, the VILLAGE is the fee owner of that property depicted on Exhibit B as Lot 1 (“Development Site”) and which is located in the Redevelopment Area; and

WHEREAS, the VILLAGE is also the fee owner of those properties depicted on Exhibit B as Lot 2 (“Option Lot 2”) and Lot 3 (“Lot 3” or “Parking Lot”); and

WHEREAS, the DEVELOPER wishes to construct a non-tax-exempt health and integrative medical clinic as well as a farm-to-table commercial retail grocery store together with attendant parking, other paved areas, and other improvements on the Development Site (“Developer Facility”); and

WHEREAS, the DEVELOPER shall construct the Developer Facility no later than December 31, 2026, located on the Development Site as described hereinbelow; and

WHEREAS, the DEVELOPER also wishes the option to construct on Option Lot 2, a short-term housing facility (“Developer Facility 2”) as detailed hereinbelow, no later than December 31, 2029; and

WHEREAS, the DEVELOPER also wishes to construct a parking lot and attendant paved areas on Lot 3 for the benefit of the Development Site and Lot 2; and

WHEREAS, the VILLAGE, using tax incremental financing, can assist the DEVELOPER by providing funds for business assistance under certain specific terms and conditions set forth herein; and

WHEREAS, the VILLAGE believes that development of the Developer Facility and Parking Lot is in the best interests of the VILLAGE and its residents, is in accordance with the public purposes and conditions of applicable state and local laws, will promote and carry out the development objectives of the VILLAGE, furthers the purposes of the Project Plan and the Redevelopment Plan, and would not occur at the Development Site without the assistance of the VILLAGE; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and the DEVELOPER in order to cause the development of said improvements on the Development Site and the Parking Lot;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

1. As used in this Agreement or in the Exhibits attached hereto, the following terms, when having an initial capital letter or all capital letters in the text of said documents, shall have the following meaning:

DEVELOPMENT INCENTIVE: Shall have the meaning as applied in the Project Plan as more fully set forth herein.

DUE DILIGENCE PERIOD: Means the time period commencing on the Effective Date and terminating on Closing, unless waived earlier by DEVELOPER.

DEVELOPER FACILITY: Shall mean the non-tax-exempt health and integrative medical clinic, along with a farm-to-table commercial retail grocery store, together with attendant parking, other paved areas, and other improvements to be constructed by the DEVELOPER on the Development Site.

DEVELOPER FACILITY 2: Shall mean the short-term housing facility together with attendant parking, other paved areas, and other improvements to be constructed by the

DEVELOPER on Option Lot 2.

DEVELOPMENT SITE: Shall mean that real property described and depicted as Lot 1 on Exhibit B.

EXHIBIT A: TID No. 2 Project Plan and as may be amended from time to time and which is on file at the VILLAGE.

EXHIBIT B: The Certified Survey Map depicting the Development Site (Lot 1), Lot 2 (Option Lot 2), and the Parking Lot (Lot 3).

EXHIBIT C: Preliminary renderings of the Development Facility together with attendant parking, other paved areas, fencing, and other improvements on the Development Site.

EXHIBIT D: Consent of Mortgagee.

EXHIBIT E: Agreement for Receipt and Disbursement of Community Development Investment Grant Funds.

EXHIBIT F: Memorandum Of Understanding Regarding The Village Of Marathon City's Development Agreement.

EXHIBIT G: Parking Lot Easement Agreement.

EXHIBIT H: Irrevocable Letter of Credit.

IMPROVEMENTS: The plan for site and building improvements to the Development Site depicted on Exhibit C, subject to final site plan, architectural review, and building permit approvals by the VILLAGE.

OPTION LOT 2: Shall mean that real property described and depicted as Lot 2 on Exhibit B.

PARKING LOT: Shall mean that real property depicted on Exhibit B as Lot 3. Said real property may also at times herein be referred to as Lot 3.

PROJECT COSTS: Shall have the meaning given in Wis. Stat. §66.1105(2)(f).

TAX INCREMENT: Shall have the meaning given in Wis. Stat. § 66.1105(2)(i).

II. COMMITMENT OF PARTIES

A. VILLAGE OBLIGATIONS

In consideration of DEVELOPER's obligations as set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. On the Closing Date (as defined below), the VILLAGE shall convey by Warranty Deed, free and clear of all liens and encumbrances, except for liens and encumbrances of record (“Permitted Encumbrances”), the Development Site and Parking Lot as depicted on Exhibit B and the existing improvements to the DEVELOPER, for the sum of One and No/100 Dollar (\$1.00) (the “Acquisition Cost”).

2. Within five (5) days prior to Closing, the VILLAGE shall provide to DEVELOPER a commitment for an owner's policy of title insurance in the amount of Two Hundred Twenty-Five Thousand and no/100 Dollars (\$225,000.00) on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin and selected by VILLAGE (the "Title Commitment"), evidencing the Development Site and Parking Lot to be free and clear of all liens and encumbrances of record except for Permitted Encumbrances. The VILLAGE shall pay for the costs of providing title evidence, the base title policy (with any optional title endorsements, if desired, at the DEVELOPER’S sole expense) and related recording fees. Any and all financing costs of the DEVELOPER, as well as all costs related to the same (title fees and recording fees), will be at the DEVELOPER’S sole expense.

3. Prior to construction of the Developer Facility, the VILLAGE shall vacate that alley right-of-way and utility easements for those alleys running north and south between Main Street and Market Street.

4. Prior to the Closing, the VILLAGE shall, by Certified Survey Map (“CSM”), create the Development Site, the Parking Lot, and Option Lot 2 as depicted on Exhibit B and record said CSM in the Marathon County Register of Deeds office. Once recorded, said CSM shall become Exhibit B.

5. The VILLAGE shall reasonably cooperate with the DEVELOPER in the application and submittal process of the Wisconsin Economic Development Corporation (“WEDC”) for a Community Development Investment Grant (“CDI Grant”) for either the Developer Facility or Developer Facility 2. The VILLAGE agrees to the terms and conditions identified in Exhibit E of this Agreement if the application is awarded the CDI Grants.

6. The VILLAGE shall, at Closing, execute that Memorandum Of Understanding Regarding The Village Of Marathon City’s Development Agreement attached hereto as Exhibit F.

7. Direct Business Assistance Grant. Upon completion of the Developer Facility as more fully set forth in Section II-B-1-2, the VILLAGE agrees to pay DEVELOPER a grant (the “Direct Business Assistance Grant”) of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). The Direct Business Assistance Grant shall be used by DEVELOPER solely for the purpose of Project Costs in connection with the site preparation for construction of the Development Facility. Project Costs funded through the Direct Business Assistance Grant shall be reimbursed to DEVELOPER within thirty (30) days upon receipt by the VILLAGE of DEVELOPER’S paid invoice of costs, supported by all reasonable documentation as to said expenditure(s) and deemed adequate by the VILLAGE for compliance with State law until said Grant is fully expended. Said Direct Business Assistance Grant monies must be fully expended by December 30, 2026. If not,

DEVELOPER waives the right to any monies remaining after said date. This Direct Business Assistance Grant shall be a special and limited obligation of the VILLAGE and not a general obligation of the VILLAGE.

8. Developer Incentive Payment. If the DEVELOPER exercises the option on the Option Lot 2 and completes construction of the Developer Facility 2 by December 30, 2030, the VILLAGE agrees to pay to DEVELOPER the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “Developer Incentive Payment”). The Developer Incentive Payment shall be used by DEVELOPER solely for the purpose of Project Costs in connection with the site preparation for construction of the Development Facility 2. Project Costs funded herein shall be reimbursed to DEVELOPER within thirty (30) days upon receipt by the VILLAGE of DEVELOPER’S paid invoice of costs, supported by all reasonable documentation as to said expenditure(s) and deemed adequate by the VILLAGE for compliance with State law until said Developer Incentive Payment is fully expended. Said Direct Incentive Payment monies must be fully expended by December 30, 2030. If not, DEVELOPER waives the right to any monies remaining after said date. This Developer Incentive Payment shall be a special and limited obligation of the VILLAGE and not a general obligation of the VILLAGE.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the DEVELOPER shall, at DEVELOPER’S sole expense:

1. Construct a new, non-tax-exempt Developer Facility as depicted in Exhibit C on the Development Site, with a construction cost paid by DEVELOPER which shall be not less than Two Million Six Hundred Thousand and No/100 Dollars (\$2,600,000.00). Construction of the Developer Facility on the Development Site shall be completed by the DEVELOPER on or before June 30, 2027 (the “Valuation Date”). Construction costs paid by DEVELOPER includes but is not limited to the building, other improvements which generate Tax Increment, clearing, excavating, paving, and landscaping, all on the Development Site. Construction costs documentation shall be provided to the VILLAGE within thirty (30) days of request by the VILLAGE of DEVELOPER’s paid invoice of said costs and such other documents deemed necessary as solely determined by the VILLAGE.

2. On or before December 31, 2026, DEVELOPER shall provide evidence satisfactory to the VILLAGE establishing the valuation of the land and improvements on the Development Site of not less than One Million Eight Hundred Twenty Thousand and No/100 Dollars (\$1,820,000.00).

3. Pay to the VILLAGE the sum of One and No/100 Dollars (\$1.00) at the Closing for the Development Site.

4. Commencing on January 1, 2027 and annually thereafter for the Term of the Agreement, DEVELOPER warrants and agrees that: (i) the Tax Increment Revenue created by the Developer Facility and land on the Development Site shall be at least Thirty Two Thousand Six

Hundred Sixteen and No/100 Dollars (\$32,616.00) per year (“Guaranteed Tax Increment Revenue”); or (ii) if Tax Increment Revenue is less than the Guaranteed Tax Increment Revenue amount of Thirty Two Thousand Six Hundred Sixteen and No/100 Dollars (\$32,616.00) as of the Valuation Date or any succeeding year during the Term, DEVELOPER shall pay to the VILLAGE an amount of money equal to the remainder obtained when the actual Tax Increment Revenue is subtracted from Guaranteed Tax Increment Revenue. Such supplemental payment (“Private Guarantee Payment”) shall be paid within thirty (30) days of notice by the VILLAGE of such amount due to the VILLAGE by DEVELOPER. “Tax Increment Revenue” means the equalized value of the taxable property (less personal property) on the Development Site in any year minus the tax incremental base as defined in Wis. Stat. § 66.1105(2)(j), and which remainder is multiplied by the applicable mill rate for such year to determine the Tax Increment Revenue. The first installment of the Guaranteed Tax Increment Revenue, including any Private Guarantee Payment, if necessary, shall be paid no later than January 31, 2028.

5. Option To Purchase Option Lot 2.

a. Upon execution of this Agreement, the VILLAGE hereby grants and conveys to DEVELOPER the option to purchase (“Option”) for a period extending to December 31, 2028 that real property depicted and described on Exhibit B as Lot 2.

b. If DEVELOPER desires to proceed to exercise said Option, it shall deliver written notice of intent to exercise said Option on or before December 31, 2028 to the VILLAGE. Thereafter, DEVELOPER shall have the right to purchase the Option Lot 2 upon the terms and conditions herein.

c. It is agreed that time is of the essence of this Option. Should DEVELOPER fail to exercise this Option within the time herein all rights and privileges granted hereunder shall be deemed surrendered and this Option terminated. Notwithstanding any other provisions, the Option shall lapse and be of no further force or effect on December 31, 2028.

d. If the DEVELOPER exercises the Option, the following shall be deemed as included terms of the accepted Offer to Purchase (or the equivalent such as a development agreement):

e. The VILLAGE will procure at its expense a commitment for an Owner's policy of title insurance in the amount of the purchase price written by a responsible title insurance company qualified to do business in the State of Wisconsin within thirty (30) days after the notice of exercise of the Option showing merchantable title in the VILLAGE.

f. The conveyance to DEVELOPER shall be by warranty deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances, and agreements entered under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing any

payment by DEVELOPER to the VILLAGE the purchase price of the Option Lot in the sum of One and No/100 Dollar (\$1.00).

i. Physical occupancy and legal possession of Option Lot 2 shall be given to DEVELOPER on the date of closing; and

j. The closing shall occur no later than sixty (60) days after exercise of the Option by the DEVELOPER or ten (10) days after the receipt of the required title insurance by the DEVELOPER, whichever date is later.

k. If DEVELOPER does not exercise the Option it shall execute and deliver such documents as reasonably required by the VILLAGE acknowledging its waiver of the same.

l. The Option shall lapse and be of no further force or effect as set forth in paragraph 5.c. hereinabove.

m. If DEVELOPER purchases Option Lot 2 as set forth in this paragraph 5 it further agrees to construct a new, non-tax-exempt Developer Facility 2 on Option Lot 2, with a construction cost paid by DEVELOPER of not less than Eight Hundred Thousand and No/100 Dollars (\$800,000.00). Construction of the Developer Facility 2 on Option Lot 2 shall be completed by the DEVELOPER on or before December 31, 2029 (the "Valuation Date"). Construction costs paid by DEVELOPER includes but is not limited to the building, other improvements which generate Tax Increment, clearing, excavating, paving, and landscaping, all on Option Lot 2. Construction costs documentation shall be provided to the VILLAGE within thirty (30) days of request by the VILLAGE of DEVELOPER's paid invoice of said costs and such other documents deemed necessary as solely determined by the VILLAGE.

n. On or before December 31, 2029, DEVELOPER shall provide evidence satisfactory to the VILLAGE establishing the valuation of the land and improvements on Option Lot 2 of not less than Five Hundred Sixty Thousand and No/100 Dollars (\$560,000.00).

o. **GUARANTEED TAX INCREMENT REVENUE:** Commencing on January 1, 2030 and annually thereafter for the Term of this Agreement, DEVELOPER warrants and agrees that: (i) the Tax Increment Revenue created by the Development Facility 2 and land on Option Lot 2 shall be at least Ten Thousand Thirty-Five and No/100 Dollars (\$10,035.00) per year ("Option Lot 2 Guaranteed Tax Increment Revenue"); or (ii) if Tax Increment Revenue (as defined below) is less than Option Lot 2 Guaranteed Tax Increment Revenue amount of Ten Thousand Thirty-Five and No/100 Dollars (\$10,035.00) as of Valuation Date or any succeeding year during the Term, DEVELOPER shall pay to the VILLAGE an amount of money equal to the remainder obtained when the actual Tax Increment Revenue is subtracted from Option Lot 2 Guaranteed Tax Increment Revenue. Such supplemental payment ("Private Guarantee Payment") shall be paid within thirty (30) days of notice by the VILLAGE of such amount due to the VILLAGE by DEVELOPER. "Tax Increment Revenue" means the equalized value of the taxable property (less personal property) on Option Lot 2 in any year minus the tax incremental base as defined in Wis. Stat. § 66.1105(2)(j), and which remainder is multiplied by the applicable mill rate for such year to determine the Tax Increment Revenue. The first installment of Option Lot 2 Guaranteed Tax

Increment Revenue, including any Private Guarantee Payment, if necessary, shall be paid no later than January 31, 2031.

6. The DEVELOPER shall obtain all necessary zoning, building, or engineering permits and approvals from the VILLAGE, and applicable state or federal agencies. The Developer Facility or Developer Facility 2 and use of the Development Site and Option Lot 2 shall at all times conform to the VILLAGE Zoning Code, Building Code, and all other VILLAGE ordinances, together with applicable state and federal laws and regulations.

7. AS-IS PURCHASE; RELEASE OF THE VILLAGE. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE DEVELOPMENT SITE, LOT 3, AND OPTION LOT 2 PRIOR TO CLOSING AND THAT THE VILLAGE IS CONVEYING AND THE DEVELOPER IS ACCEPTING THE SAME ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE VILLAGE OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE DEVELOPMENT SITE, LOT 3, OR OPTION LOT 2. AS A PART OF ITS AGREEMENT TO ACCEPT THE SAME IN "AS IS" CONDITION, THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE VILLAGE FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE DEVELOPMENT SITE, LOT 3, OR OPTION LOT 2, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE DEVELOPMENT SITE, LOT 3, OR OPTION LOT 2 (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE DEVELOPMENT SITE, LOT 3, OR OPTION LOT 2) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE DEVELOPMENT SITE, LOT 3, OR OPTION LOT 2, IF ANY.

8. To the extent necessary, DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, all easements necessary for construction and maintenance of public improvements, infrastructure, and utilities, provided such easements and installation therein do not unreasonably interfere with construction or operation of Developer Facility or Developer Facility 2. The VILLAGE shall be solely responsible for any and all costs associated with the easements and shall indemnify and hold the DEVELOPER harmless for any and all costs the DEVELOPER may incur as a result of any easement granted on the Development Site, Lot 3 or Option Lot 2.

a. The DEVELOPER and VILLAGE shall, at Closing, execute that Parking Lot Easement attached hereto as Exhibit G and cause the same to thereafter be filed with the

Marathon County Register of Deeds. Construction of the parking lot on Lot 3 shall be completed by the DEVELOPER on or before December 31, 2029.

9. Prior to construction of Developer Facility or Developer Facility 2, the DEVELOPER shall submit to the VILLAGE for approval a site plan showing, by way of illustration without limitation, the proposed building(s), parking and landscaping as required for issuance of a building permit all as required by the VILLAGE ordinances, which the VILLAGE approvals shall not be unreasonably withheld. The DEVELOPER will not, without the VILLAGE's prior written approval, materially change the scope or use or materially alter the plans or uses of the Developer Facility or Developer Facility 2.

10. The DEVELOPER shall adhere to the architectural standards set forth by the VILLAGE for all buildings constructed and which shall include the following:

a. Building Specifications: Prior to the commencement of construction, the DEVELOPER shall provide detailed building specifications, including but not limited to materials, design, and dimensions, for approval by the VILLAGE. The building(s) shall be constructed of block/brick on all exterior walls of which at least one half (1/2) of which shall match in the color of the "Downtown Village of Marathon City District". Subject to approval by the VILLAGE, decorative steel may be used for the upper/top one half (1/2) of the building. All structures must be approved by the VILLAGE and match materials used in the downtown VILLAGE.

b. Landscaping/Design Approval: The DEVELOPER shall submit a "Landscaping Plan" for approval by the VILLAGE prior to implementation of the same. The Landscaping Plan shall, at a minimum, include details such as plant selection, layout, irrigation, and maintenance to all areas of the Development Site, Lot 3, and Option Lot 2. Decorative landscaping such as landscaping brick/retaining wall(s) shall be used in the community garden areas and where gradients make it a necessity. The design shall be visually appealing and harmonious with the surrounding landscape and architectural elements.

c. The Landscape Plan shall be completed/constructed within one year of final completion of the building on the Development Site and/or Option Lot 2.

11. Indemnification/Hold Harmless. The DEVELOPER shall hereby defend, indemnify and hold the VILLAGE, its elected and appointed officials, officers, employees, authorized representatives or volunteers and each of them harmless from and against all losses, suits, actions, damages, demands, interest, attorney fees, claims, liabilities, expenses and costs of whatsoever kind or nature whether arising before, during or after completion of the Developer Facility and/or Developer Facility 2 in any manner directly or indirectly caused, occasioned or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the DEVELOPER or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement or in any way related to the Developer Facility and/or Developer Facility 2 or Development Site, Lot 3, and/or Option Lot 2.

12. Additional Representations, Warranties and Covenants of DEVELOPER. DEVELOPER represents and warrants to the VILLAGE and agrees and covenants with the VILLAGE as of the Effective Date as follows:

a. All copies of documents, contracts, and agreements which DEVELOPER has furnished to the VILLAGE are true and correct in all material respects.

b. DEVELOPER has paid, and will pay when due, all federal, state, and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. DEVELOPER will pay for all work performed and materials furnished for the Developer Facility and Developer Facility 2.

d. No statement of fact by DEVELOPER contained in this Agreement and no statement of fact furnished or to be furnished by DEVELOPER to the VILLAGE pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. DEVELOPER is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits, and franchises to own its assets and properties and to carry on its business. DEVELOPER is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of DEVELOPER and constitute the valid and binding obligations of DEVELOPER, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of DEVELOPER'S obligations pursuant to this Agreement will not violate or conflict with DEVELOPER'S organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of DEVELOPER'S obligations pursuant to this Agreement violate or conflict with any law applicable to DEVELOPER or the PROJECT.

h. There is no litigation or proceeding pending or threatened against or affecting DEVELOPER or the Development Site, Lot 3, Option Lot 2, the Developer Facility, and/or Developer Facility 2 that would adversely affect the DEVELOPER or the enforceability of this Agreement, the ability of DEVELOPER to complete the Developer Facility and Developer Facility 2 or the ability of DEVELOPER to perform its obligations under this Agreement.

i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and DEVELOPER is not in default (beyond any

applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Development Site, Lot 3, and/or Option Lot 2, or Developer Facility and/or Developer Facility 2.

j. DEVELOPER agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Development Site, Lot 3, and/or Option Lot 2 under applicable property tax laws, rules, rates, regulations, and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the VILLAGE and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

k. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. DEVELOPER shall comply with all covenants contained herein at all times during the Term of this Agreement.

13. During the period between the Effective Date and the Closing Date, the VILLAGE hereby grants to the DEVELOPER a license to enter upon the Development Site, Lot 3, and Option Lot 2 at any time and to make such inspections and examinations of the Development Site, Lot 2, and Option Lot 2 as the DEVELOPER deems necessary to investigate the same (individually, an "Investigation" and collectively, the "Investigations"), all at the DEVELOPER'S sole cost and expense. The VILLAGE shall permit access to the Development Site, Lot 3, and Option Lot 2 by the DEVELOPER and/or the DEVELOPER'S authorized employees, agents and representatives, including, without limitation, the DEVELOPER'S surveyors, experts, architects, consultants and contractors ("Developer's Representatives"), for the purpose of conducting the Investigations, subject to the terms and conditions of this Agreement. The VILLAGE shall reasonably cooperate with the DEVELOPER and the Developer's Representatives in connection with all such Investigations, provided that the VILLAGE shall not be obligated to incur any costs in connection therewith. DEVELOPER shall repair, at its sole cost, any damage to the Development Site, Lot 3, or Option Lot 2 resulting from the inspections and, to the extent DEVELOPER or its contractors alter, modify, disturb or change the condition of the same as part of the Inspections or otherwise, DEVELOPER shall restore, at its sole cost, the same to the condition in which the same was found before such alteration, modification, disturbance or change.

This Investigation includes contracting for, obtaining, and approving, at DEVELOPER'S own expense an environmental site assessment ("ESA") which is a Phase I ESA and Phase II ESA (if such Phase I ESA indicates that a Phase II ESA is necessary to determine whether a hazardous condition, material or substance exists on, in or relating to the Development Site, Lot 3, and Option Lot 2) that show that there is no evidence on the same of any present or past generation, storage, transportation, disposal, or treatment of hazardous or toxic wastes in excess of limits permitted under applicable environmental laws.

14. The DEVELOPER shall work with the VILLAGE in the application and submittal process of the Wisconsin Economic Development Corporation ("WEDC") for a Community Development Investment Grant ("CDI Grant"). The DEVELOPER agrees to the terms and conditions identified in Exhibit E of this Agreement the application is awarded the CDI Grant.

III. GENERAL REQUIREMENTS

A. CLOSING

The conveyance of the Development Site and Lot 3 to the DEVELOPER shall occur at the offices of the VILLAGE, or at another location agreed upon by the parties, on or before March 31, 2026 (“Closing”). The date on which the closing occurs is the “Closing Date.”

B. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

C. SECURITY

1. Letter of Credit. The Parties acknowledge and agree that the Tax Increment received by the VILLAGE from TID No. 2 is intended to be sufficient to pay the VILLAGE those sums which the VILLAGE has incurred in the development of TID No. 2, including but not limited to construction of streets, storm sewer, site preparation sanitary sewer and water, and related costs authorized under Wis. Stat. § 66.1105. In addition, should DEVELOPER default under this Agreement and the costs to repair, rectify, and place the Development Site or Lot 3 back to a marketable condition by the VILLAGE in the event of repurchase is significant. Therefore, the parties agree that the amount attributable to the above conditions is Seventy-Five Thousand and No/100 Dollars (\$75,000.00). If DEVELOPER does not complete compliance with the conditions set forth in Sections II-B-1 and 2 then the VILLAGE shall be entitled to the benefit of the provisions of Section III-C-3 below.

2. Notwithstanding any other provisions herein, if DEVELOPER does not complete compliance with the conditions set forth in Sections II-B-1 and 2, then the VILLAGE, at its sole option, may draw upon the letter of credit in a sum not exceeding Seventy-Five Thousand and No/100 Dollars (\$75,000.00)).

3. DEVELOPER at the time of closing shall provide the VILLAGE an Irrevocable Letter of Credit shall be substantially similar to the form attached hereto as Exhibit H and approved by the VILLAGE and shall be from a FDIC insured financial institution. The Letter of Credit shall be payable at sight to the VILLAGE, authorize partial draws, and shall include a provision requiring that the VILLAGE be given written notice not less than forty-five (45) days nor more

than sixty (60) days prior to expiration of the Letter of Credit. The Letter of Credit shall be payable to the VILLAGE at any time upon presentation of the following:

- a. A sight draft drawn on the issuing bank in the amount to which the VILLAGE is entitled under Section III-C-3 of this Agreement;
- b. An affidavit executed by the Village President certifying the VILLAGE's request under sub. a; and
- c. The Letter of Credit shall bear an expiration date not earlier than January 1, 2028.

D. INSURANCE

Prior to commencing any construction on the Development Site or Parking Lot, the DEVELOPER shall procure and maintain builder's risk insurance for in-process construction and stored materials on the Development Site or Lot 3 in an amount not less than their full replacement value, insuring against damage or loss from theft, fire, casualty, or other cause. On substantial completion of the Developer Facility or Developer Facility 2, the DEVELOPER shall obtain and maintain property insurance against loss by fire or other casualty in an amount equal to the replacement value of the Developer Facility or Developer Facility 2. Upon request by the VILLAGE during the Term, the DEVELOPER shall provide certificates evidencing such coverages. In the event the Developer Facility or Developer Facility 2 is damaged or destroyed during the term, the proceeds from the insurance shall be paid to the DEVELOPER and applied toward the reconstruction of the Developer Facility or Developer Facility 2 of such improvements damaged or destroyed. Reconstruction of the improvements will be commenced within six (6) months of the destruction or damage, and substantially completed within one (1) year from the same and with said construction to be a new, non-tax exempt, Developer Facility or Developer Facility 2 on the Development Site or Lot 2 with the same design as previously constructed and with a total assessed value as agreed to hereinabove at Sections II-B-2 or II-B-5-n.

E. BUYBACK/SALE PROVISIONS

Following the Closing, the DEVELOPER shall promptly begin, diligently pursue, and ultimately complete the Developer Facility on the Development Site and as applicable Developer Facility 2 on Option Lot 2, pursuant to plans approved by the VILLAGE prior to construction, and in accordance with the VILLAGE ordinances.

1. If construction of the Developer Facility or Developer Facility 2 has not commenced as agreed to hereinabove, the VILLAGE shall have the option of repurchasing the Development Site and/or Option Lot 2 from the DEVELOPER. To exercise its repurchase option, the VILLAGE shall provide written notice of exercise of the option to the DEVELOPER, which notice shall include the date of repurchase closing. At the repurchase closing, the DEVELOPER shall tender a Warranty Deed free and clear of all liens and encumbrances except the Permitted Encumbrances in exchange for the sum of: (i) One and No/100 Dollars (\$1.00); plus (ii) the fair market value of any improvements made by or for the DEVELOPER to the Development Site or

Option Lot 2. The title insurance, any unpaid real estate taxes, and the proration of the then current year's real estate taxes shall be paid by the DEVELOPER at the time of the repurchase closing.

2. If, after commencing construction work on the Development Site or Option Lot 2, construction ceases for a period of two hundred seventy four (274) consecutive days at any time before completion of the Developer Facility or Developer Facility 2, the VILLAGE shall have the option of repurchasing the Development Site or Option Lot 2 from the DEVELOPER. To exercise this repurchase option, the VILLAGE shall provide the DEVELOPER written notice of this repurchase option, which notice shall include the date of repurchase closing. At the repurchase closing, the DEVELOPER shall tender a Warranty Deed free and clear of all liens and encumbrances in exchange for the sum of: (i) One and No/100 Dollar (\$1.00); plus (ii) the fair market value of any improvements located on the Development Site or Option Lot 2 (fair market value of the improvements shall be determined by mutual agreement or as determined by appraisal). The title insurance, any unpaid real estate taxes, and the proration of the then current year's real estate taxes shall be paid by the DEVELOPER at the time of the repurchase closing.

3. In the event of repurchase as provided herein, the DEVELOPER shall also be liable to the VILLAGE for all reasonable costs and expenses incurred by the VILLAGE in acquiring the Development Site or Option Lot 2. The DEVELOPER shall be deemed to consent to enforcement of the options described herein on the above terms by specific performance.

4. In addition to any other limitation on assignment or sale of the Development Site or Option Lot 2 or any portion thereof and prior to termination of this Agreement, if, at any time during the Term, the DEVELOPER may not to sell, transfer, or convey the Development Site, Lot 3 or Option Lot 2 to any person or entity which in any manner would render the same exempt from property taxation. Except for the rights of the Developer's lender, the SBA, in foreclosure proceedings, the DEVELOPER shall first obtain the express written consent of the VILLAGE of any sale, transfer, or conveyance of the Development Site, Lot 3 or Option Lot 2. The DEVELOPER's obligation to make such Guaranteed Tax Increment payments or Personal Guarantee Payments shall only be released and discharged upon the VILLAGE's approval of the buyer, transferee or grantee of the Development Site or Option Lot 2.

5. The DEVELOPER agrees and covenants that Developer Facility or Developer Facility 2 and the Development Site or Option Lot 2 or Parking Lot shall not be used in any manner or for any purposes that may result in any part thereof being classified, declared, or qualified as exempt from the payment of property taxes as regulated by the Wisconsin state statutes.

F. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement. The occurrence of any one or more of the following events shall also constitute a default hereunder:

1. Any representation or warranty made by the DEVELOPER in this Agreement, or any document delivered by the DEVELOPER pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

2. Construction of any portion or phase of Developer Facility or Developer Facility 2 or shall be abandoned for more than one hundred eighty (180) consecutive days (subject to the force majeure provisions below) or if any portion of the Developer Facility or Developer Facility 2 shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter and as agreed to hereinabove; or

3. The DEVELOPER shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or the DEVELOPER shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have, a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

4. If the DEVELOPER shall dissolve or shall cease to exist; or

5. A default shall occur under any mortgage or other lien or encumbrance affecting the Development Site, Lot 3 or Option Lot 2.

6. Remedies on Default. In the event of any default in or breach of this Agreement by either Party, or any successor in interest to such Party, such party or successors shall cure or remedy such default or breach within thirty (30) days after receipt of written notice of default from the other party (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure). If case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting Party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing Party in such proceeding shall be entitled to recover from the other Party its reasonable costs incurred in such proceeding, including reasonable attorney fees. The Parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Remedies include, but are not limited to:

(a) Charging the breaching Party on all amounts due to the non-breaching Party was paid by the due date as provided in this Agreement, interest at the rate of eighteen percent (18.00%) per annum from the due date until the date the unpaid amounts are paid in full;

(b) Utilizing any or all of the items of security provided in Section III-C above at the VILLAGE's discretion; and

(c) All other remedies set forth in any other document and agreement contemplated herein or otherwise entered in connection with this Agreement and/or all other remedies available at law or in equity, including, without limitation petition for mandamus or injunctive relief

requiring the breaching Party to perform its obligations under this Agreement.

7. **Rights and Remedies.** The rights and remedies of the Parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other Party. No waiver made by either Party with respect to performance or manner or time thereof, or any obligation of any other Party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any Party making the waiver or any other obligations of any other Party.

G. TERM

The “Term” of this Agreement commences on the date of execution hereof and shall terminate on December 31, 2036.

H. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail, registered or certified mail, return receipt requested at:

DEVELOPER: Stittleburg Restorative Health Care, LLC
234800 Deer Creek LN
Edgar, WI 54426

VILLAGE: VILLAGE OF MARATHON CITY
c/o Steven A. Cherek
Village Administrator
311 Walnut Street
Marathon City, WI 54448

WITH COPY TO: Shane J. VanderWaal
VanderWaal Law, S.C.
P.O. Box 1343
226411 Rib Mountain Dr., Ste. 2
Wausau, WI 54401

2. By giving the document or written notice personally to the party.

I. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a

waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act.

2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.

3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.

4. Time; Force Majeure Event. Time is of the essence as to Closing Date and all other dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by a delay or failure to perform due to any cause that is not reasonably foreseeable and that is outside such Party's reasonable control, including, without limitation, any act of God, federal or state declarations, pandemics, embargo or other governmental act, fire, accident, strike, war, riot, or other cause not within the control of the Party charged with performance (each, a "Force Majeure Event"). It being the intent of this provision that in the event of the occurrence of any such Force Majeure event, the time or times of performance of any of the obligations of the Party shall be extended for the period of the delay as determined by the other Party, provided that the Party seeking the extension due to the delay shall have first notified the other Party thereof and requested an extension of the period of the delay.

5. No Personal Liability. Under no circumstances shall any board member, village president, administrator, officer, official, director, attorney, employee, or agent of the VILLAGE have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

6. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

7. Immunity. Nothing contained in this Agreement constitutes a waiver of the VILLAGE's sovereign immunity under applicable law.

8. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of DEVELOPER and VILLAGE, and no third party (other than successors) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the VILLAGE in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by DEVELOPER or the VILLAGE, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the PROJECT.

9. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives rights to bring such action in or to remove such action to any other court whether state or federal.

10. Subordination. Any Lender of DEVELOPER who has a mortgage upon the Development Site which is recorded with the Marathon County Register of Deeds prior to recordation described in Section III-H-15 shall execute the Consent of Mortgagee attached hereto as Exhibit E.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns.

12. Subordination. Any lender of DEVELOPER who has a mortgage upon the Development Site which is recorded with the Marathon County Register of Deeds prior to recordation of this Agreement in the Marathon County Register of Deeds shall execute the Consent of Mortgagee attached hereto as Exhibit D.

13. Further Assurances and Corrective Instruments. The VILLAGE and the DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.

14. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding, and legally enforceable obligation of itself.

15. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

16. Recitals; Titles. The recitals set forth above are a part of this Agreement and are binding on the parties; all captions, headings, or titles in the paragraphs and sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

17. Construction. The parties hereto acknowledges that each party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

18. Recordation. The VILLAGE may record this Agreement or a memorandum of this Agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the VILLAGE.

19. Effective Date. This Agreement shall be effective as of the date and year first written above.

CONTINUES ON NEXT PAGE

EXHIBIT A
TID NO. 2 PROJECT PLAN

ON FILE AT VILLAGE

EXHIBIT B

CERTIFIED SURVEY MAP

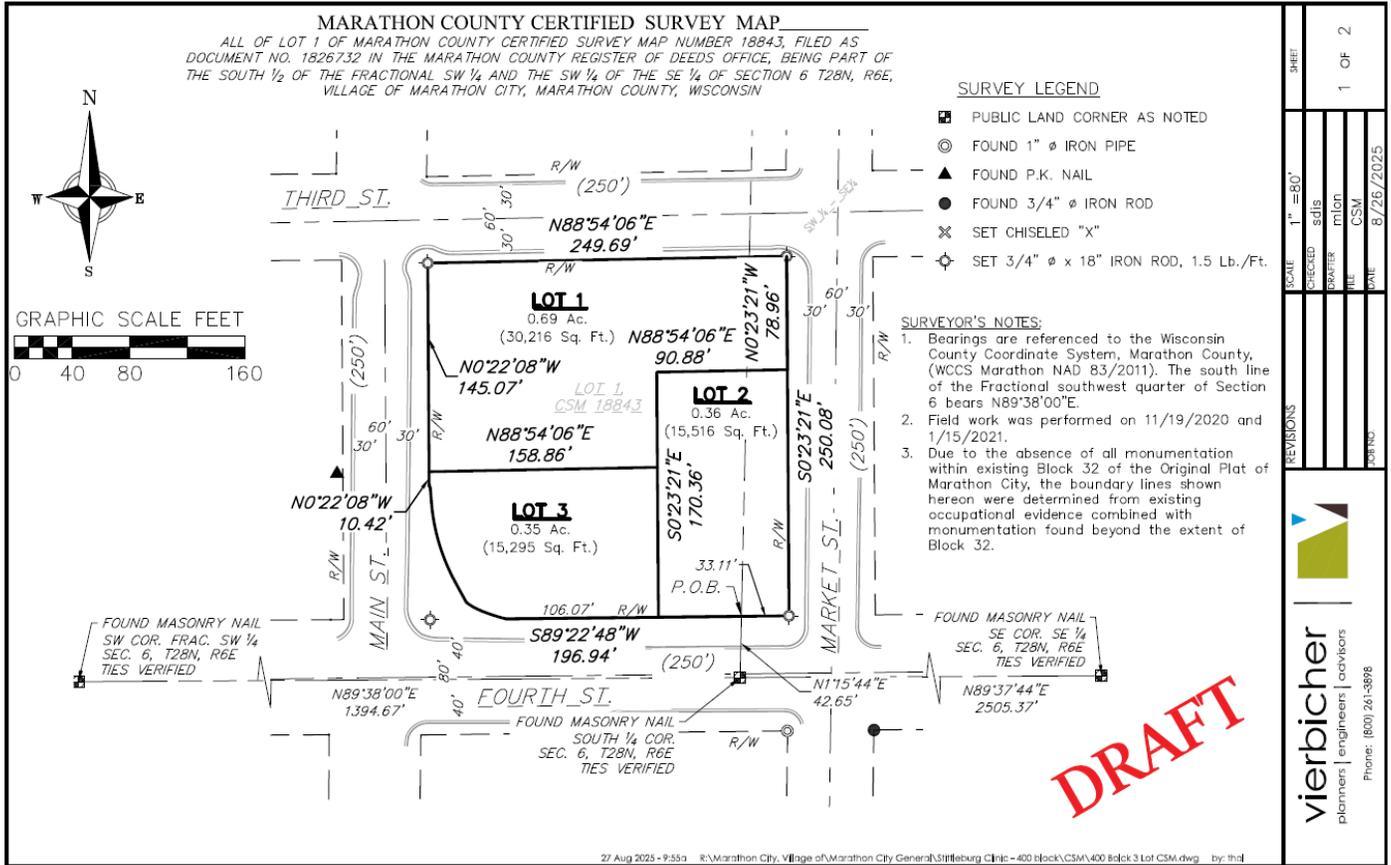
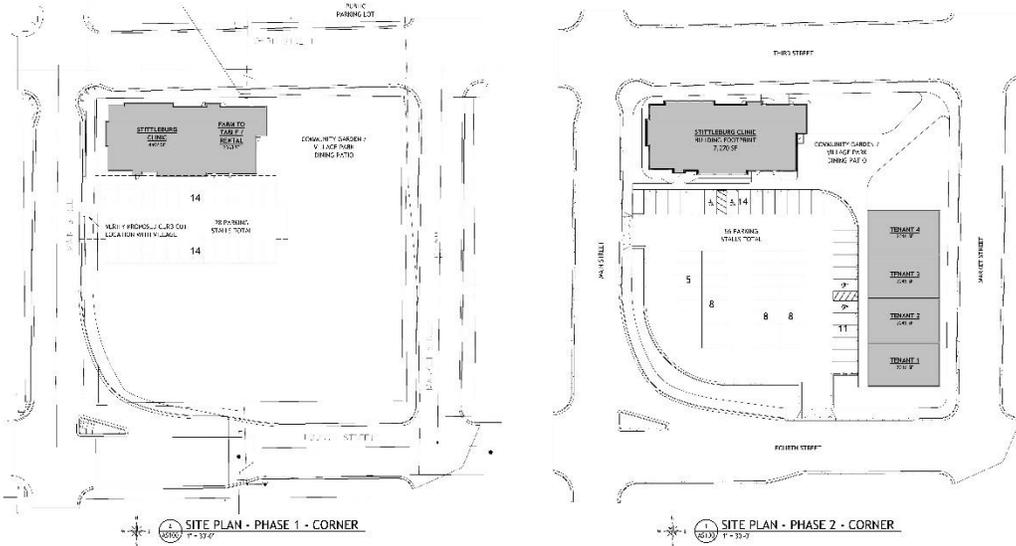


EXHIBIT C

PRELIMINARY RENDERINGS OF PHASE 1 AND PHASE 2 PROPERTIES

STITTLEBURG CLINIC SCHEMATIC DESIGN BID DOCUMENTS



1 SITE PLAN - PHASE 1 - CORNER
10/18/17 11' x 17'

2 SITE PLAN - PHASE 2 - CORNER
10/18/17 11' x 17'

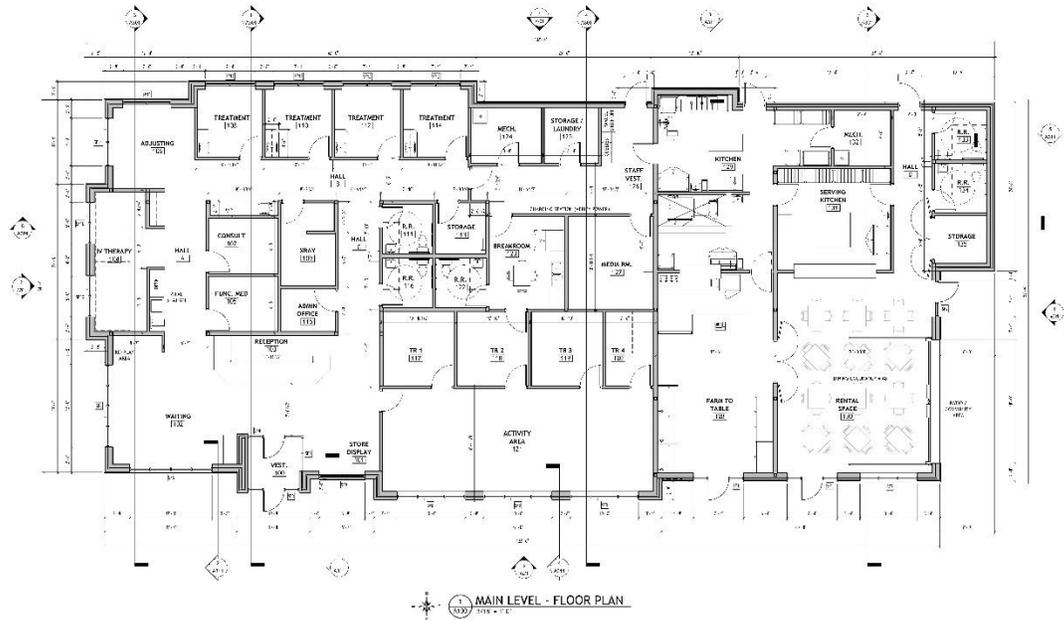
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BCA
 Architecture
 BC Architecture


ROCKET
 CONSULTANTS

DR. TARYN STITTLEBURG
 STITTLEBURG CLINIC
 100 W. 11TH STREET, SUITE 100, CITY, IA, 52801

 SHEET NO. AS100
 SD - BID SET



1 MAIN LEVEL - FLOOR PLAN
10/18/17 11' x 17'

10/18/17 11' x 17' - 10/18/17 11' x 17' - 10/18/17 11' x 17' - 10/18/17 11' x 17'


BCA
 Architecture
 BC Architecture


ROCKET
 CONSULTANTS

DR. TARYN STITTLEBURG
 STITTLEBURG CLINIC
 100 W. 11TH STREET, SUITE 100, CITY, IA, 52801

 SHEET NO. A100
 SD - BID SET



DR. TARYN STITTELBURG STITTELBURG CLINIC
 1000 W. 11TH STREET, SADDLEROCK, CO. 80460

BCA
ROCKET
 CONSTRUCTION
 BC Architecture

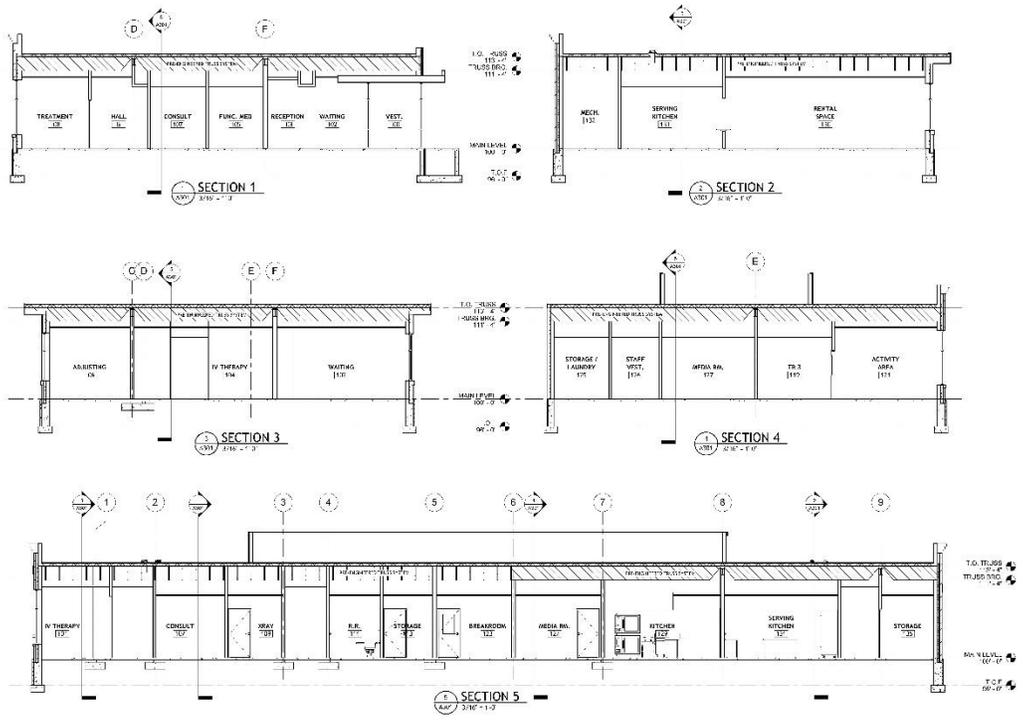
DR. TARYN STITTELBURG
STITTELBURG CLINIC
 1000 W. 11TH STREET, SADDLEROCK, CO. 80460
 SHEET NO. A200
 50' - 800 SET



DR. TARYN STITTELBURG STITTELBURG CLINIC
 1000 W. 11TH STREET, SADDLEROCK, CO. 80460

BCA
ROCKET
 CONSTRUCTION
 BC Architecture

DR. TARYN STITTELBURG
STITTELBURG CLINIC
 1000 W. 11TH STREET, SADDLEROCK, CO. 80460
 SHEET NO. A201
 50' - 800 SET

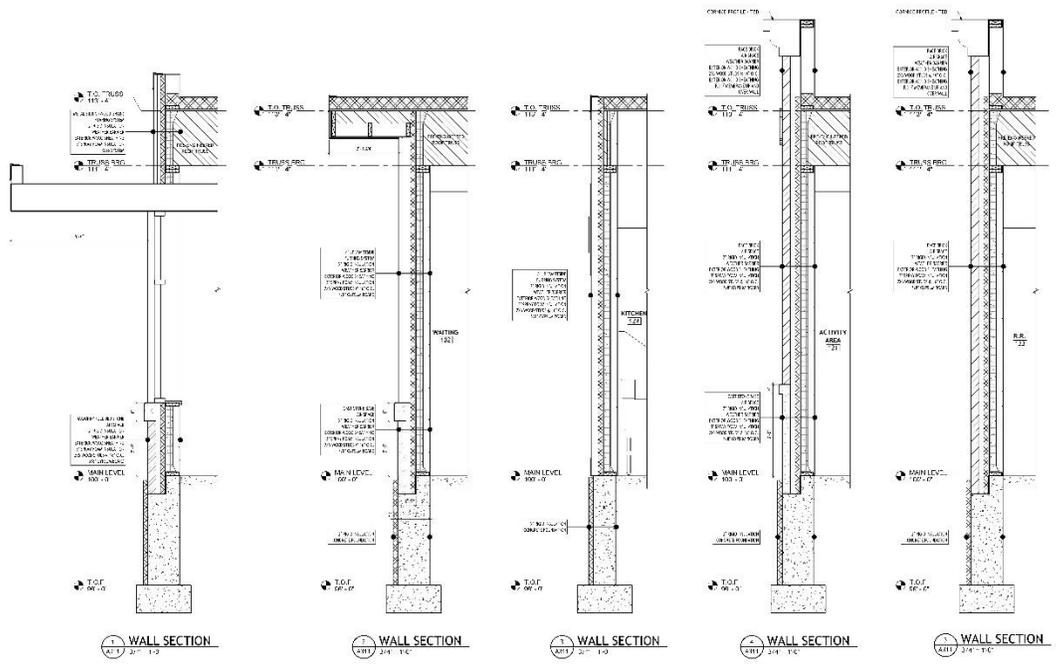


ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN METERS.

BCA
ROCKET
 CONSTRUCTION
 BC Architecture

DR. TARYN STITTLEBURG
STITTLEBURG CLINIC
AN ANAESTHETIC AND PAIN CLINIC

SHEET NO. **A301**
 OF **80** SET



ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN METERS.

BCA
ROCKET
 CONSTRUCTION
 BC Architecture

DR. TARYN STITTLEBURG
STITTLEBURG CLINIC
AN ANAESTHETIC AND PAIN CLINIC

SHEET NO. **A311**
 OF **80** SET

EXHIBIT D
CONSENT OF MORTGAGEE TO
PURCHASE & DEVELOPMENT AGREEMENT

The undersigned, being the Mortgagee of the real estate subject to that Village of Marathon City TID #2 Purchase & Development Agreement, Stittleburg Restorative Health Care, LLC (“Development Agreement”), by virtue of that certain Real Estate Mortgage from _____ to _____, dated _____, recorded _____ as Document No. _____ in the Office of the Register of Deeds for Marathon County, Wisconsin (“Prior Mortgage”), does, subject to and as a condition of those provisions of the Memorandum Of Understanding Regarding The Village Of Marathon City’s Development Agreement executed by the Village (Exhibit F of the Development Agreement), hereby (1) consent to the terms of the Development Agreement and (2) subordinate the Prior Mortgage to the Development Agreement.

The undersigned agrees that, in the event of default of the Prior Mortgage, and subject to and as a condition of those provisions of the Memorandum Of Understanding Regarding The Village Of Marathon City’s Development Agreement, any purchaser of the property described in the Prior Mortgage will take title to the same subject to the Development Agreement as if the Development Agreement had been recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, prior to the recording of the Prior Mortgage.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed this ___ day of _____, 2026.

A Wisconsin Bank Corporation

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

This instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of _____.

_____, Notary Public
My Commission Expires: _____

EXHIBIT E
**AGREEMENT FOR RECEIPT AND DISBURSEMENT OF COMMUNITY
DEVELOPMENT INVESTMENT GRANT FUNDS**

THIS AGREEMENT FOR RECEIPT AND DISBURSEMENT OF COMMUNITY DEVELOPMENT INVESTMENT GRANT FUNDS (“Agreement”) made and entered into on this ___ day of _____, 2026. (the “Effective Date”), by and between Stittleburg Restorative Health Care, LLC (hereinafter “DEVELOPER”), and the Village of Marathon City, a Wisconsin municipal corporation (hereinafter “VILLAGE”).

RECITALS:

- A. VILLAGE owns the property located **at Lot 1 and Lot 3 of CSM**, Marathon City, WI 54448 (Parcel ID 151-2806-063-1114) (the “Property”) and entered into a Purchase & Development Agreement with DEVELOPER to construct a Functional Health and Integrative Medicine Clinic along with a Farm to Table Commercial Retail Store at the Property; and
- B. DEVELOPER seeks assistance in the form of a Community Development Investment Grant (hereinafter “CDI Grant”) for up to Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) from the Wisconsin Economic Development Corporation (hereinafter “WEDC”) to offset financing constraints; and
- C. WEDC requires that the VILLAGE act as the applicant of the CDI Grant and be the recipient of the CDI Grant Funds; and
- D. The parties desire to enter into this Agreement to set forth the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose of this Agreement. The purpose of this Agreement is to allocate the responsibilities between VILLAGE and DEVELOPER, to complete the application for the CDI Grant funds, and to assure the CDI Grant funds can be used towards payment of all Project costs permitted to be paid for by the CDI Grant as directed by the WEDC.

2. Grant Conditions. DEVELOPER shall comply with those terms and conditions set forth by WEDC and the CDI Grant and any agreements required thereunder. The timing of site improvements shall be determined by DEVELOPER’s needs; however, as required by WEDC, all cost for which CDI Grant funds must be incurred two years from the execution of this Agreement.

3. Obligations of the VILLAGE. VILLAGE will approve any necessary agreements required by the WEDC, provided such agreements are consistent with the terms of this Agreement. VILLAGE shall perform all obligations as “Recipient” of the CDI Grant Funds, specifically acting as applicant of the CDI Grant and cooperate with DEVELOPER to complete the grant administrative work, including, but not limited to submitting regular performance reports as may be required to show the progress and impact of the Project. VILLAGE shall seek grant funds reimbursements from WEDC and shall distribute grant funds to DEVELOPER pursuant to the terms of the CDI Grant and upon receipt of necessary invoices or paperwork from DEVELOPER. VILLAGE will allow DEVELOPER to inspect and copy all records pertaining to the CDI Grant or WEDC, provided that DEVELOPER gives at least 24 hours’ notice.

4. Obligations of the DEVELOPER. DEVELOPER shall cooperate with VILLAGE and supply and assemble all necessary documents, records and invoices as may be required to comply with the terms of the CDI Grant and any related agreements required by the WEDC. DEVELOPER shall communicate and work closely with VILLAGE to ensure the timely submission of all paperwork required by the WEDC. DEVELOPER shall only use CDI Grant funds for the costs allowed under the terms of the CDI Grant and as directed by the WEDC and shall comply with the terms of any agreements required by the WEDC for receipt of the CDI Grant funds. DEVELOPER will allow VILLAGE to inspect and copy all records DEVELOPER is required to maintain by the CDI Grant or WEDC, provided that VILLAGE gives at least 24 hours’ notice.

5. DEVELOPER Hold Harmless and Indemnifies VILLAGE: DEVELOPER agrees to hold VILLAGE harmless and agrees to indemnify VILLAGE from any and all actions/inaction of DEVELOPER in any way related to the CDI Grant. In the event VILLAGE incurs any fees, costs, expenses, charges, or penalties arising from any breach or default of this Agreement by DEVELOPER, DEVELOPER shall promptly pay such cost and if not immediately paid, the VILLAGE may assess such fees, costs, expenses, charges, or penalties against on parcels as a special charge under Wis. Stat. § 66.0627 and/or take such other action as the VILLAGE deems appropriate.

6. Term. The term of this Agreement shall commence on the Effective Date and shall end on the earlier of: (a) the receipt and distribution of all CDI Grant funds and any necessary paperwork required thereunder; or (b) the date that DEVELOPER or VILLAGE provides notice of termination as provided in Section 7 below.

7. Termination.

- (1) By DEVELOPER. DEVELOPER may terminate this Agreement, at any time, upon not less than thirty (30) days prior written notice to VILLAGE, at which time DEVELOPER shall reimburse VILLAGE for any expenses incurred to date as well as any expenses VILLAGE incurs related to DEVELOPER termination of this Agreement.
- (2) By VILLAGE. VILLAGE may terminate this Agreement upon not less than thirty (30) days prior written notice to DEVELOPER after DEVELOPER's failure to cure any Events of Default (as defined herein) during any applicable cure period.

8. Assignment and Sublease. DEVELOPER may not transfer or otherwise assign its interest in this Agreement.

9. Events of Default. The following are “Events of Default” by a party: The party fails to perform its obligations or covenants under this Agreement within the specified time and manner and such failure continues for 30 days after the party receives written notice of default from the other party. However, if such default cannot reasonably be corrected within thirty (30) days, the party shall not be in default if the party promptly commences and continues the necessary corrective action to remedy the default as soon as possible.

10. Notices. Delivery of any notices required under this Agreement shall be given in any of the following manners: (a) by sending the notice by U.S. Mail registered or certified mail, return receipt requested and notice shall be deemed to be given two (2) business days after mailing; (b) by reputable overnight courier and shall be deemed to be given one (1) business day after delivery to the courier; or (c) by personal delivery to a representative of the other, and shall be deemed to be given upon such personal delivery.

Any such notices shall be addressed as follows:

DEVELOPER:	Stittleburg Restorative Health Care 234800 Deer Creek LN Edgar, WI 54426
VILLAGE:	VILLAGE OF MARATHON CITY c/o Steven A. Cherek Village Administrator 311 Walnut Street Marathon City, WI 54448
WITH COPY TO:	Shane J. VanderWaal VanderWaal Law, S.C. P.O. Box 1343 226411 Rib Mountain Dr., Ste. 2 Wausau, WI 54403

Either party may change its address by providing the other party with written notice thereof. The new address will be effective ten (10) days after notice is given by one of the methods set forth above.

11. Binding Terms; Covenants Running with Land. All the terms, conditions, limitations, and covenants herein contained or implied by law are covenants running with the land and shall bind and attach the inure to the benefit of the VILLAGE and DEVELOPER and their respective successors and assigns.

12. Authority. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required actions,

consents and approvals therefor have been duly taken and obtained.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

14. Force Majeure. Where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by a delay or failure to perform due to any cause that is not reasonably foreseeable and that is outside such Party’s reasonable control, including, without limitation, any act of God, federal or state declarations, pandemics, embargo or other governmental act, fire, accident, strike, war, riot, or other cause not within the control of the Party charged with performance (each, a “Force Majeure Event”). It being the intent of this provision that in the event of the occurrence of any such Force Majeure event, the time or times of performance of any of the obligations of the Party shall be extended for the period of the delay as determined by the other Party, provided that the Party seeking the extension due to the delay shall have first notified the other Party thereof and requested an extension of the period of the delay.

15. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

16. Severability. If any provision of this Agreement is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

VILLAGE OF MARATHON CITY

By: _____
Kurt Handrick, Jr. President

Attest: _____
Cassie Lang, Village Clerk

DEVELOPER

STITTLEBURG RESTORATIVE HEALTH CARE, LLC

By: _____
Its _____

EXHIBIT F

MEMORANDUM OF UNDERSTANDING
REGARDING THE VILLAGE OF MARATHON CITY
DEVELOPMENT AGREEMENT

The undersigned Village of Marathon City, a Wisconsin municipal corporation (the “Village”) is a party to this Memorandum of Understanding (“Memorandum”).

WBD, Inc. has extended or will extend a \$ _____ loan (the “Loan”) to Stittleburg Restorative Health Care, a Wisconsin limited liability corporation (“Developer”) under the subject Development Agreement, which Loan is or will be secured by a lien on the real property described in the Development Agreement, pursuant to a mortgage (the "Mortgage") from Developer to WBD, Inc. which Mortgage has or will be been assigned to the U.S. Small Business Administration (the “SBA”).

The Village and Developer are parties to the Development Agreement dated _____, 2026 (the “Agreement”), and recorded _____, 2026, as Document No. XXXXX in the office of the Marathon County, Wisconsin, Register of Deeds.

Notwithstanding anything herein to the contrary, the parties agree that the SBA is not subject to the Development Agreement to the extent set forth herein and the Village and SBA agree as follows:

1. The SBA is permitted to take legal or equitable title to the Development Site through mortgage foreclosure proceedings, Sheriff’s Deed or deed-in-lieu of foreclosure without any obligation to make any payment in lieu of taxes or personal guaranty payments pursuant to the Development Agreement without the permission of the Village.

The SBA is exempt from payment of property assessments, special assessments, and/or general real estate taxes. If the SBA becomes the owner of the real property, its tax-exempt status shall not be affected by the Development Agreement.

This Memorandum only applies to the SBA and no other subsequent person or entity. Upon the sale, transfer, or conveyance of the property in any manner, including through mortgage foreclosure proceedings, Sheriff’s Deed or deed-in-lieu of foreclosure, all terms and conditions of the Development Agreement shall be in full force and effect to said persons or entity.

EXHIBIT G

**PARKING LOT
EASEMENT AGREEMENT**

Document Number

THIS PARKING LOT EASEMENT AGREEMENT (the “Agreement”) is by and between the Village of Marathon City, a Wisconsin municipal corporation (“Parcel 2 Owner”) and Stittleburg Restorative Health Care LLC, a Wisconsin limited liability corporation (“Parcel 1 Owner”).

RECITALS:

A. Parcel 1 Owner is the owner of certain real property located in Marathon County, Wisconsin, described and depicted on the attached Exhibit A, incorporated herein and referred to on the Exhibit and in this Agreement as Lot 1.

B. Parcel 2 Owner is the owner of certain real property also located in Marathon County, Wisconsin, adjoining Parcel 1, as described and depicted on the attached Exhibit A and referred to on the Exhibit and in this Agreement as Lot 2.

C. Parcel 1 Owner is the owner of certain real property located in Marathon County, Wisconsin, as described and depicted on the attached Exhibit A, incorporated herein and referred to on the Exhibit and in this Agreement as Lot 3 (“Parking Lot”).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Parcel 1 Owner hereby grants and conveys to Parcel 2 Owner, its successors and assigns, for the benefit of Parcel 2 Owner and Lot 2 and all present and future owners of Lot 2 and their occupants, agents, employees, guests, licensees, and invitees (collectively, “Users”) a perpetual nonexclusive easement:

Name and Return Address:

Shane J. VanderWaal
VanderWaal Law, S.C.
226411 Rib Mountain Drive, Suite 2
Wausau, WI 54401

(a) to use any portion of Lot 3 for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from Lot 2 and the public rights-of-way; and

(b) to park vehicles on any portion of Lot 3 for vehicular parking.

The areas described in (a) and (b), above, are collectively referred to in this Agreement as the “Easement Areas”.

2. Use/Site Plan/Construction. Parcel 1 Owner and Parcel 2 Owner agree that Lot 3 shall be solely and exclusively dedicated and used as a parking lot, with drive aisles, and driveway/parking improvements all to be constructed in accordance with a Site Plan prepared by Parcel 1 Owner and as approved by Parcel 2 Owner. Construction of the Easement Areas lot on Lot 3 shall be completed by Parcel 1 Owner at its sole cost and expense on or before December 31, 2029.

3. Parking Ratios. Parcel 1 Owner shall provide sufficient parking on the Easement Areas to serve any improvements constructed by Parcel 1 Owner and Parcel 2 Owner on Lot 1 and Lot 2. As used in this Agreement, sufficient parking shall mean the greater of: (a) (number of parking stalls) per 1,000 square feet of the floor area of the improvements located on Lot 1 and Lot 2; or (b) the minimum number of parking stalls required under applicable the Village Code of Ordinances. Furthermore, should either Lot 1 or Lot 2 be rezoned to a classification that under applicable Village ordinances requires a larger or smaller number of stalls per 1,000 square feet than does the existing zoning classification, then the ratio set forth in (a), above, shall be adjusted by multiplying the numerator by x/y , where x is the number of stalls per 1,000 square feet required by the new classification and y is the number of stalls per 1,000 square feet required by the existing classification.

4. Maintenance. Parcel 1 Owner or its successors or assigns shall at all times maintain the Easement Areas and all driveways, walkways, and exits and appurtenances thereto in good condition and repair and at the standard applicable to a commercial retail parking lot, including periodic patching, resurfacing, and restriping, and kept in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Maintenance shall be performed at Parcel 1 Owner’s expense. Parcel 1 Owner shall be entitled to fifty percent (50%) reimbursement from Parcel 2 Owner within thirty days of presentation by Parcel 1 Owner of invoice(s) for the maintenance cost incurred.

5. Indemnity. Parcel 1 Owner shall indemnify and defend Parcel 2 Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Lot 3/Easement Areas by Parcel 2 Owner or its agents, contractors, subcontractors, invitees, or employees.

Nothing contained herein is intended to be a waiver or estoppel of the Village of Marathon City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wis. Stat. §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the Village of Marathon City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. Insurance. Parcel 1 Owner agrees to maintain, at its own cost and expense, a commercial general liability insurance naming Parcel 2 Owner as an added insured, to insure against injury to property, person or loss of life arising out of Parcel 1 Owners use, occupancy or maintenance of the Easement Areas with the limits of coverage that are at levels as are usual and customary for similarly situated companies in the community. Within thirty (30) days of the Effective Date and upon request at reasonable times thereafter, Parcel 1 Owner shall provide to Parcel 2 Owner, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Parcel 1 Owner under this Agreement.

7. Property Taxes. Parcel 1 Owner shall pay prior to delinquency any real estate taxes attributable to Lot 3.

8. Barriers. The parties intend that Lot 1 and Lot 2 shall be served by a single continuous parking lot on Lot 3/Easement Areas and that ingress and egress between the portions of the parking lot located on Lot 3 shall always be open and unobstructed. Accordingly, neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any driveway or parking area to (a) prevent, prohibit, or discourage the free and uninterrupted flow of vehicular and pedestrian traffic; or (b) limit parking below the requirements described in Section 3. Notwithstanding anything set forth in this Agreement to the contrary, the foregoing prohibitions and limitations shall not apply to: (a) speed bumps, speed limit signs, and the like; or (b) temporary structures, enclosures, and fencing erected in connection with outdoor sales of merchandise within the parking lot, provided that such structures, enclosures, and fencing do not unreasonably obstruct traffic or unreasonably limit the availability of parking spaces to members of the general public.

9. Reasonable Rules and Regulations. Parcel 1 Owner and Parcel 2 Owner shall each have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, operation, and enjoyment of the parking lot and employee parking within the parking lot, so long as the rules, restrictions, and regulations are of general applicability and are not designed or implemented in such a manner as to discriminate against the other party to this Agreement or that party's Users. Each party to this Agreement agrees to honor any rules, restrictions, and regulations promulgated under this Agreement by the other party.

10. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel 1 Owner and Parcel 2 Owner and their respective successors and assigns as owners of Lots 1, 2, and 3, respectively. The easements granted herein are easements appurtenant and may not be transferred separately from, or severed from, title to the

respective Lot. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Lots 1, 2, and 3 without the consent of the owners of the fee simple interest of Lots 1, 2, and 3. The specific parties named as Parcel 1 Owner and Parcel 2 Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Lots 1, 2, and 3, respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in any Lot herein except, however, for obligations that accrued during the party's period of ownership of title.

11. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

13. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Marathon County, Wisconsin.

14. Notices. All notices to either party to this Agreement 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.

15. Draftsmanship. Each of the parties is represented by its own counsel. In the event of a dispute, no provision of this Easement will be construed in favor of one party and against the other by reason of the draftsmanship of this Agreement.

16. No Partnership. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint ventures or members of any joint enterprise.

17. Amendment. This Easement may only be amended, modified, or terminated by a declaration in writing, executed and acknowledged by all the parties to this Easement or their successors or assigns.

18. Compliance with Laws. Grantee covenants and agrees to use the Easement Area only in accordance with all applicable laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments.

19. Severability. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder

EXHIBIT A

CSM OF LOTS 1, 2, AND 3.

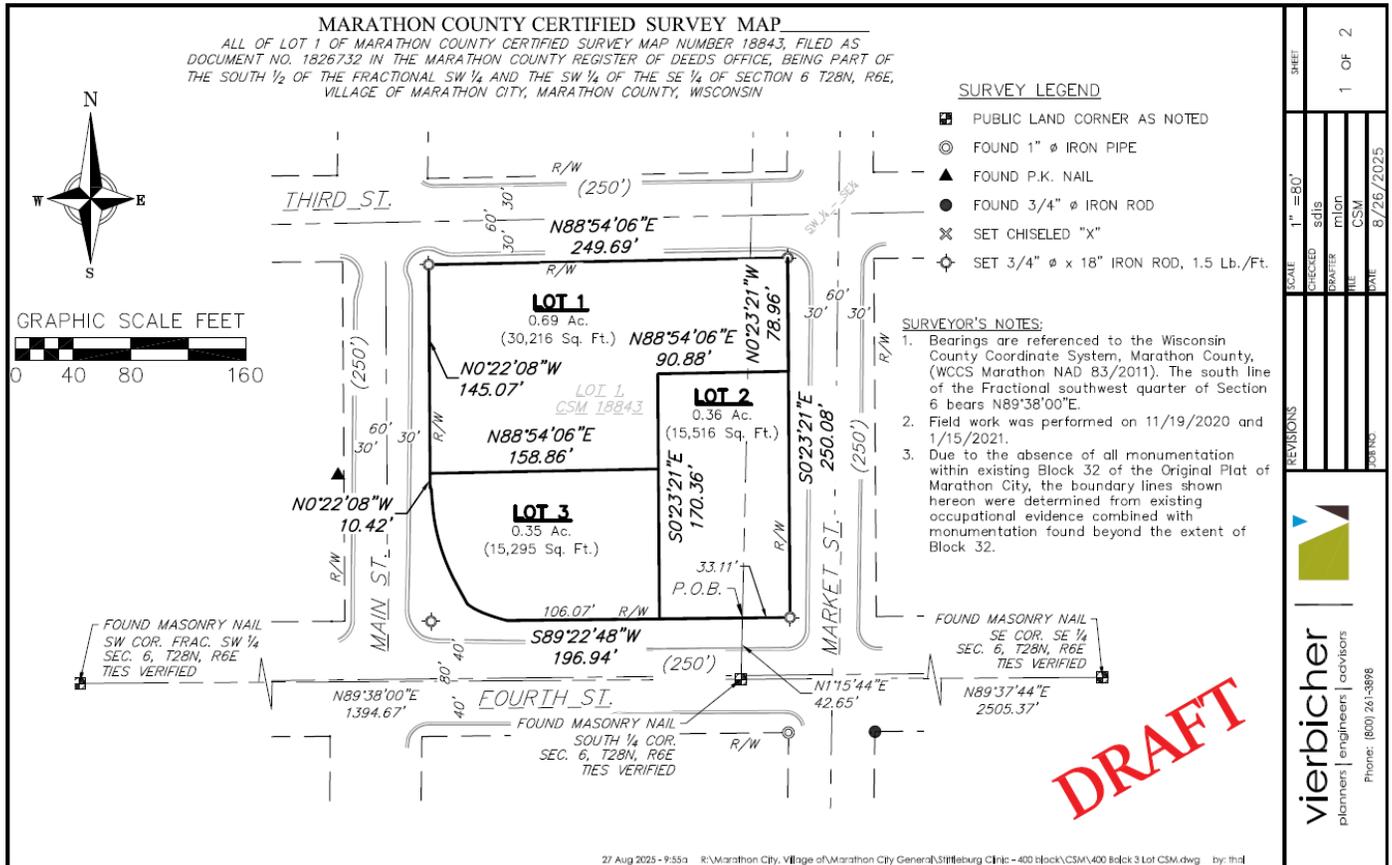


EXHIBIT H

_____, _____, WISCONSIN _____
TELEPHONE: (____) ____-____
IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

PLACE AND DATE OF ISSUE:
_____, WISCONSIN __/__/2026

DATE AND PLACE OF EXPIRY:
_____ IN MARATHON CITY, WISCONSIN

APPLICANT:
STITTLEBURG RESTORATIVE HEALTH CARE, LLC
234800 DEER CREEK LANE
EDGAR, WI 54426.

ADVISING BANK:

BENEFICIARY:
VILLAGE OF MARATHON CITY
311 WALNUT STREET
MARATHON, WI 54448

AMOUNT: USD \$75,000.00

STITTLEBURG RESTORATIVE HEALTH CARE, LLC HEREBY ESTABLISHES AND OPENS THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN FAVOR OF THE VILLAGE OF MARATHON CITY, MARATHON, WISCONSIN (THE "VILLAGE"), FOR THE ACCOUNT OF STITTLEBURG RESTORATIVE HEALTH CARE, LLC, A WISCONSIN LIMITED LIABILITY CORPORATION (THE "APPLICANT"), WHICH IS AVAILABLE AT SIGHT AGAINST PAYMENT UPON PRESENTATION OF THE BENEFICIARY'S DRAFT(S), UP TO THE TOTAL AMOUNT OF SEVENY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), DRAWN ON APPLICANT, AND BEARING THE CLAUSE "DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____." PARTIAL DRAWINGS ARE ALLOWED UNDER THIS LETTER OF CREDIT, BUT IN NO EVENT WILL THE AGGREGATE OF THE DRAWINGS EXCEED THE FACE AMOUNT OF THIS LETTER OF CREDIT AS RENEWED, EXTENDED, OR REPLACED UNDER THE TERMS OF THE AGREEMENT BETWEEN THE VILLAGE OF MARATHON CITY AND APPLICANT, DATED _____, 2026 (THE "AGREEMENT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST SIGHT DRAFT(S) PRESENTED TO US BY YOU AT OUR OFFICE AT _____, _____, OF _____, _____, WISCONSIN _____. EACH DRAFT SHALL BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

- 1. ORIGINAL OF THIS LETTER OF CREDIT; AND AMENDMENT(S), IF ANY.
- 2. YOUR DRAWING CERTIFICATE, DULY SIGNED BEFORE A NOTARY PUBLIC IN THE FORM OF EXHIBIT A ATTACHED TO THIS LETTER.

THE DRAWING CERTIFICATE SHALL HAVE ALL BLANKS APPROPRIATELY FILLED IN AND SHALL BE PRINTED ON YOUR LETTERHEAD, IDENTIFYING THIS LETTER OF CREDIT BY ITS NUMBER. WE SHALL NOT BE OBLIGATED TO VERIFY YOUR INQUIRY INTO ANY OF THE STATEMENTS SET FORTH IN THE DRAWING CERTIFICATE.

EXCEPT AS PROVIDED IN THE DRAWING CERTIFICATE, (1) DRAFTS ON THIS LETTER OF CREDIT MAY BE MADE AS SET FORTH ABOVE AT ANY TIME UNTIL THE EXPIRATION OF THE IRREVOCABLE LETTER OF CREDIT.

CONTINUED ON PAGE TWO WHICH FORMS AN INTEGRAL PART OF THIS LETTER OF CREDIT.

PAGE TWO WHICH FORMS AN INTEGRAL PART OF LETTER OF CREDIT NO. _____.

THE FACE AMOUNT OF THIS LETTER OF CREDIT SHALL AUTOMATICALLY REDUCE BY THE APPLICABLE REDUCTION AMOUNT OF ANY PARTIAL DRAW.

ALL DOCUMENTS PRESENTED TO US IN CONNECTION WITH ANY DEMAND FOR PAYMENT UNDER THIS LETTER OF CREDIT, WHETHER VIA MAIL, COURIER OR FAX PRESENTATION, AS WELL AS ALL NOTICES AND OTHER COMMUNICATIONS TO US IN RESPECT OF THIS LETTER OF CREDIT, SHALL BE IN WRITING AND ADDRESSED AND PRESENTED TO US AT THE AFORESAID ADDRESS, _____, _____ ATTENTION: _____, _____, _____, WISCONSIN _____ AND SHALL MAKE SPECIFIC REFERENCES TO THIS LETTER OF CREDIT BY NUMBER.

DEMAND FOR PAYMENT HEREUNDER MAY ALSO BE MADE IN THE FORM OF FACSIMILE TRANSMISSION OF THE DRAFT(S) AND DOCUMENT(S) REQUIRED HEREUNDER TO FACSIMILE NUMBER (____) ____-____. YOU MUST CONFIRM OUR RECEIPT OF EACH TELECOPIED DRAWING BY TELEPHONING (____) ____-____ AND IMMEDIATELY FORWARD TO US THE ORIGINAL DRAFT(S) AND DOCUMENT(S) BY COURIER SERVICE.

UPON THE PAYMENT TO YOU OR TO YOUR ACCOUNT OF THE AMOUNT SPECIFIED IN A SIGHT DRAFT DRAWN UNDER THIS LETTER OF CREDIT, WE SHALL BE FULLY DISCHARGED OF OUR OBLIGATION UNDER THIS LETTER OF CREDIT WITH RESPECT TO THAT SIGHT DRAFT AND WE SHALL NOT BE OBLIGATED TO MAKE ANY FURTHER PAYMENTS UNDER THIS LETTER OF CREDIT WITH RESPECT TO THAT SIGHT DRAFT TO YOU OR ANY OTHER PERSON.

THIS LETTER OF CREDIT MAY NOT BE ASSIGNED OR TRANSFERRED.

THIS LETTER OF CREDIT SHALL EXPIRE ON _____. (“EXPIRATION DATE”), UNLESS RENEWED, EXTENDED OR REPLACED. THE VILLAGE SHALL BE GIVEN WRITTEN NOTICE BY _____, _____, NOT LESS THAN FORTY-FIVE (45) DAYS, NOR MORE THEN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500 (THE “UNIFORM CUSTOMS”).

THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND THAT UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT, EXCEPT ONLY CERTIFICATES AND DRAFTS REQUIRED IN THIS LETTER AND THE UNIFORM CUSTOMS REFERRED TO IN THIS LETTER OF CREDIT.

WE AGREE THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED WITHIN THREE (3) BANKING DAYS BY US UPON DELIVERY OF THE DRAFTS AND THE CERTIFICATES SPECIFIED IN THIS LETTER OF CREDIT IF PRESENTED ON OR PRIOR TO THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

_____, 2026

BY: _____
AUTHORIZED SIGNATURE

DRAFT:

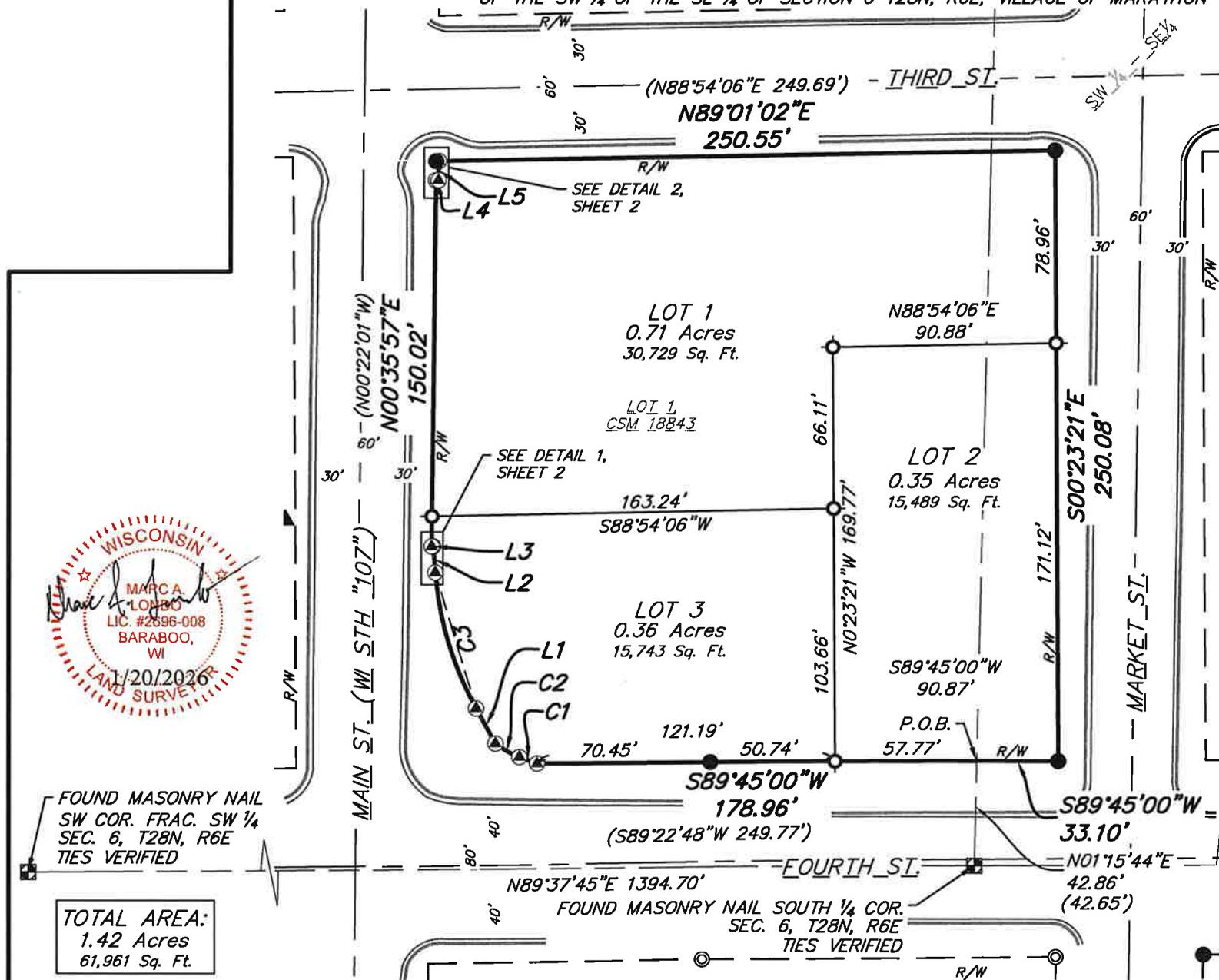
APPROVED FOR ISSUANCE AS DRAFTED

AUTHORIZED SIGNATURE

DATE

MARATHON COUNTY CERTIFIED SURVEY MAP

ALL OF LOT 1 OF MARATHON COUNTY CERTIFIED SURVEY MAP NUMBER 18843, FILED AS DOCUMENT NO. 1826732 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE SOUTH 1/2 OF THE FRACTIONAL SW 1/4 AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 6 T28N, R6E, VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN



FOUND MASONRY NAIL
SW COR. FRAC. SW 1/4
SEC. 6, T28N, R6E
TIES VERIFIED

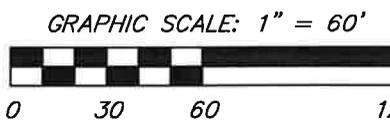
TOTAL AREA:
1.42 Acres
61,961 Sq. Ft.

SURVEYOR'S NOTES:

- Bearings are referenced to the Wisconsin County Coordinate System, Marathon County, (WCCS Marathon NAD 83/2011). The south line of the Fractional southwest quarter of Section 6 bears N89°37'45"E.
- Field work was performed on 1/6/2026.
- See Sheet 2 of 3 for Surveyor's Certificate.
- See Sheet 3 of 3 for Line and Curve Tables, Details 1 and 2 and all other certificates.
- Right-of-way information for Main Street, WI StH "107" was taken from Wisconsin Department of Transportation Transportation Project Plat 6360-05-25-4.03 recorded as document No. 1912561 with the Marathon County Registrar of Deeds.

SURVEY LEGEND

- ☐ PUBLIC LAND CORNER AS NOTED
- ▲ FOUND P.K. NAIL
- FOUND 3/4" Ø IRON ROD
- ⊙ FOUND WDOT R/W MONUMENT CAP
- ⊕ SET 3/4" Ø x 18" IRON ROD, 1.5 Lb./Ft.



Vierbicher Associates, Inc.
201 E Main St
Suite 100
Reedsburg, WI 53959
(608) 524-6468
www.vierbicher.com

SURVEYED FOR:
Marathon City
311 Walnut St.
Marathon City, WI
54448
(715) 443-2221

Job #: 250055
Date: 12/3/2025
Rev.
Drafted By: mlm
Checked By: sds



vierbicher
planners | engineers | advisors

MARATHON COUNTY CERTIFIED SURVEY MAP

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SURVEYOR'S CERTIFICATE

I, Marc A. Londo, Wisconsin Professional Land Surveyor No. 2696, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Marathon City, and under the direction of Andy Kurtz, Village of Marathon City, Village Administrator, I have surveyed, divided and mapped this Certified Survey; that such Certified Survey correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in the South One-Half of the Fractional Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, Town 28 North, Range 6 East, Village of Marathon City, Marathon County, Wisconsin, containing 1.42 acres (61,691 Sq. Ft.) of land and is described as follows:

LEGAL DESCRIPTION

Part of the South One-Half of the fractional Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 6, T28N, R6E, Village of Marathon City, Marathon County, Wisconsin being of Block 32 of the Original Plat of the Village of Marathon City excepting lands shown in Wisconsin Department of Transportation TPP 6360-05-25-4.03 recorded as Document No. 1912561 with the Marathon County Register of Deeds and bounded by a line described as follows.

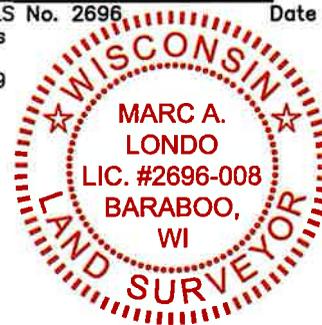
Commencing at the South Quarter Corner of said Section 6, T28N, R6E;
Thence, N01°15'44"E, along the east line of the said fractional SW 1/4 of Section 29, 42.86 feet, to the north right-of-way line of Fourth Street and the south line of Lot 1 of Marathon County Certified Survey Map No. 18843 and the Point of Beginning (P.O.B.) of this legal description;

Thence, S89°45'00"W, along the north right-of-way line of Fourth Street and the south line of the said Lot 1 of Marathon County Certified Survey Map No. 18843, 178.96 feet, to the a found iron rod with Wisconsin Department of Transportation monument cap at the east right-of-way line of Main Street, WI (STH "107") and the beginning of a non-tangent curve concave to the northeast;
Thence, 7.67 feet, along said non-tangent curve concave to the northeast and the said east right-of-way line of Main Street (WI STH "107") having a radius of 132.36 feet, an included angle of 3°19'14", (a chord of 7.67 which bears N69°39'53"W)(C1) to a found iron rod with Wisconsin Department of Transportation monument cap at the end of said curve and the beginning of a non-tangent curve concave to the northeast;
Thence, 11.22 feet, along said non-tangent curve concave to the northeast and the said east right-of-way line of Main Street (WI STH "107") having a radius of 41.25 feet, an included angle of 15°35'27", (a chord of 11.19 feet which bears N60°19'00"W)(C2) to a found iron rod with Wisconsin Department of Transportation monument cap at the end of said curve;
Thence, N28°45'10"W, continuing along said east right-of-way line of Main Street (WI STH "107"), 16.37 feet (L1), to a found iron rod with Wisconsin Department of Transportation monument cap at the beginning of a curve to the right;
Thence, 58.40 feet, along said curve to the right and the said east right-of-way line of Main Street (WI STH "107"), having a radius of 137.75 feet, an included angle of 24°17'22", (a chord of 57.96 feet which bears N16°36'28"W)(C3) to a found iron rod with Wisconsin Department of Transportation monument cap at the end of said curve;
Thence, N4°27'46"W, continuing along the said east right-of-way line of Main Street (WI STH "107"), 10.75 feet (L2) to a found iron rod with Wisconsin Department of Transportation monument cap;

Thence, N89°24'03"E, continuing along said east right-of-way line of Main Street (WI STH "107"), 0.66 feet (L3) to a found iron rod with Wisconsin Department of Transportation monument cap;
Thence, N00°35'57"E, continuing along said east right-of-way line of Main Street (WI STH "107"), 150.02 feet to a found iron rod with Wisconsin Department of Transportation monument cap;
Thence, S89°24'03"E, continuing along said east right-of-way line of Main Street (WI STH "107"), 1.05 feet (L4) to a found iron rod with Wisconsin Department of Transportation monument cap;
Thence, N00°35'57"E, along the continuing along said east right-of-way line of Main Street (WI STH "107"), 7.88 feet (L5) to a found iron rod with Wisconsin Department of Transportation monument cap;
Thence, N89°01'02"E, along the south right-of-way line of Third Street and the north line of Lot 1 of said Marathon County Certified Survey Map No. 18843, 250.55 feet to a found 3/4" diameter iron at the northeast corner thereof;
Thence, S00°23'21"E, along west line of Market Street and the east line of said Lot 1 of said Marathon County Certified Survey Map No. 18843, 250.08 feet, to a found 3/4" diameter iron at the southeast corner thereof;
Thence, S89°45'00"W, along the north right-of-way line of Fourth Street and the south line of said Lot 1 of Marathon County Certified Survey Map No. 18843, 33.10 feet, returning to the Point of Beginning.

Parcel contains 1.42 Acres, 61,961 Sq. Ft., and is subject to all other easements and rights-of-way of record.

Marc A. Londo 1/20/2026
 Marc A. Londo, WIPLS No. 2696 Date
 Vierbicher Associates
 400 Viking Drive
 Reedsburg, WI 53959

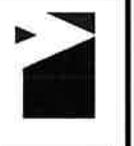


**SHEET
2 OF 3**

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 201 E Main St
 Suite 100
 Reedsburg, WI 53959
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 www.vierbicher.com

SURVEYED FOR:
 Marathon City
 311 Walnut St.
 Marathon City, WI
 54448
 (715) 443-2221

Job #: 25005
 Date: 12/3/2025
 Rev.
 Drafted By: mlon
 Checked By: sals



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 planners | engineers | advisors

MARATHON COUNTY CERTIFIED SURVEY MAP

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OWNER'S CERTIFICATE

The Village of Marathon City, as owner, does hereby certify that the Village of Marathon City caused the land described on this Certified Survey to be surveyed, divided, and mapped as represented on this Certified Survey. The Village of Marathon City, does further certify that this Certified Survey is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The Village of Marathon City

IN WITNESS WHEREOF, the said Village of Marathon City has caused these presents to be signed by Kurt Handrick, Jr., its president,

at _____ Wisconsin, and its corporate seal to be hereunto affixed on this _____, day of _____, 2026. In the presence of:

Kurt Handrick, Jr.
Village of Marathon City, President

STATE OF WISCONSIN) _____ COUNTY) SS

Personally came before me this _____ day of _____, 2026,

Kurt Handrick, Jr., President, of the above named Village of Marathon City, to me known to be the persons who executed the foregoing instrument, and to me known to be such President of said Village of Marathon City, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Village of Marathon City, by its authority.

Notary Public,

Wisconsin
My commission expires _____

MARATHON CITY APPROVAL CERTIFICATE

Resolved, that this Certified Survey in the Village of Marathon City, Village of Marathon City, owner, is hereby approved by the Common Council of the Village of Marathon City.

Kurt Handrick, Jr., President Date

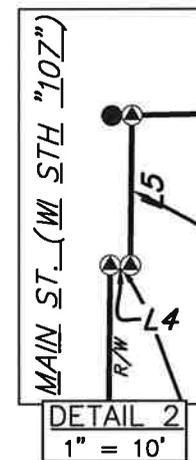
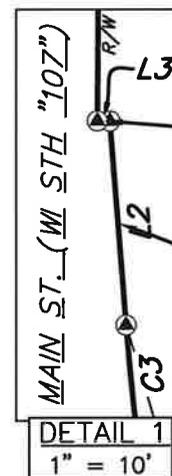


Curve Table

Curve #	Arc Len.	Radius	Delta	Ch. Len.	Ch. Dir.	Tangent In	Tangent Out
C1	7.67'	132.36'	3°19'14"	7.67'	N69°39'53"W	N71°19'30"W	N68°00'16"W
C2	11.22'	41.25'	15°35'27"	11.19'	N60°19'00"W	N68°06'44"W	N52°31'16"W
C3	58.40'	137.75'	24°17'22"	57.96'	N16°36'28"W	N28°45'09"W	N04°27'47"W

Boundary Line Table

Line #	Direction	Length
L1	N28°45'10"W	16.37'
L2	N4°27'46"W	10.75'
L3	N89°24'03"W	0.66'
L4	S89°24'03"E	1.05'
L5	N0°35'57"E	7.88'



GRAPHIC SCALE: 1" = 10'



SURVEY LEGEND

- FOUND 3/4" Ø IRON ROD
- ⊙ FOUND WDOT R/W MONUMENT CAP
- ⊕ SET 3/4" Ø x 18" IRON ROD, 1.5 Lb./Ft.

SHEET
3 OF 3

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Drafted By: mlm
Checked By: sals



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RESOLUTION NO. 2026-03-04A

RESOLUTION DESIGNATING OFFICIALS
AUTHORIZED TO DECLARE OFFICIAL INTENT UNDER
REIMBURSEMENT BOND REGULATIONS

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing within 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate an official or employee to make Declarations of Official Intent on its behalf;

WHEREAS, the Common Council (the "Governing Body") of the Village of Marathon City (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize an official (or officials) or employee (or employees) of the Issuer to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays from other funds prior to the receipt of the proceeds of the borrowing with respect to such expenditures;

WHEREAS, the Governing Body hereby finds and determines that designating an official (or officials) or employee (or employees) with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The following officials or employees of the Issuer are hereby authorized and designated to make Declarations of Official Intent pursuant to the above-referenced Reimbursement Bond Regulations:

- Village President
- Village Administrator – Treasurer
- Village Clerk-Deputy Treasurer

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The officials or employees authorized and designated above are each hereby further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

Adopted, recorded and approved this 4 day of March, 2026.

Kurt Handrick, JR. Village President

ATTEST:

Cassie Lang, Clerk/Deputy Treasurer

(SEAL)

NO. _____

DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the _____ (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on _____, 20___. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project* description: _____

(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "___ building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): _____

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$_____.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the

* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.

Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this ____ day of _____, 20__.

By: _____

Title: _____

NO. 2026-03-04A

DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Village of Marathon City (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to Resolution 2026-03-04-01A adopted on March 4, 2026. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project* description: New Municipal Well NO. 5 Project

(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "__ building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): Utility Fund, 200-00-56300-000-001 WELL#5 Expenditure Account

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$150,000.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this 4 day of March, 2026.

By: _____

Steven Cherek/Village Administrator/Treasurer

Resolution 2026-03-04B

Resolution Amending the 2026 General Fund and 2026 Park Fund Budgets for the Red Granite Monument Purchase and Installation

WHEREAS, the Village is projected to end with a surplus of \$23,702.94 in the 2024 4th Street Trail Project account upon completion of the sidewalk lighting in spring 2026; and

WHEREAS, at the February 11, 2026 Special Board Meeting, the Village Board authorized the Administrator to expend up to \$11,000 for the purchase and installation of a red granite monument at the County Materials Sports Complex; and

WHEREAS, the Village Administration/Treasurer has requested a transfer from the General Fund account 100-00-53200-900-001 (4th Street Project) to the Park Fund account 500-00-57200-200 (General Construction) to provide the necessary funding for said monument purchase and installation; and

WHEREAS, the Village Board considered the requested budget amendment at its meeting held on March 4, 2026, and recommends approval;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the Village of Marathon City that the following 2026 budget amendment, transferring funds from the General Fund to the Park Fund for additional park construction costs, is hereby approved:

2026 Budget Amendment Account Change:

4th Street Trail Project (100-00-53200-900-001) reduce \$11,000
General Fund Transfer Out (100-00-591500-000-000) increase \$11,000
Park General Construction Exp. (500-00-57200-300-000) increase \$11,000
Park Fund Revenue Transfer in (500-00-49100-000-000) increase \$11,000

Accounting Program Entry:

General Checking (100-00-11110-000-000) Credit \$11,000
General Fund Transfer Out (100-00-591500-000-000) Debit \$11,000
Park Fund Checking (500-00-11110-000-000) Debit \$11,000
Park Fund Transfer in (500-00-49100-000-000): Credit \$11,000

This 4th day of March, 2026.

APPROVED _____
Kurt Handrick, Jr., Village President

ATTEST _____
Cassie Lang, Clerk / Deputy Treasurer