



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, May 6, 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 APRIL 21, 2026 SPECIAL ORGANIZATIONAL BOARD MEETING MINUTES

5. REVIEW OF LICENSE APPLICATION RENEWALS

6. ADMINISTRATORS REPORT

7. UNFINISHED BUSINESS

- a. Discussion and Possible Action on Replacement Fire Engine for Engine #46

8. NEW BUSINESS

- a. Presentation and Approval of 2025 Audit with Kerber Rose
- b. Discuss and Approve American Legion Post 469 Parks Use License Agreement
- c. Discussion on North Business PKWY (Street Lighting & Storm Water cost)
- d. Discussion on Market Street Municipal Street Improvement Discretionary Program (MSID) award

9. REVIEW AND APPROVAL OF BILLS

10. RESOLUTIONS AND ORDINANCES

- a. Discuss and Possible Action on Ordinance 14.510 Annexing Territory to the Village of Marathon City

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

- a. St Matthew's Parking Lot Agreement

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

13. TAKE ACTION ON CLOSED SESSION ITEMS IF NEEDED

14. FUTURE SCHEDULED MEETINGS:

- a. Board of Review Meeting – Monday, May 11, 2026 – 5:00-7:00 pm
- b. Regular Village Board Meeting – Wednesday, June 3, 2026 – 6:00 pm
- c. Special Village Board – 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 SPECIAL ORGANIZATIONAL MEETING MINUTES

Tuesday, April 21, 2026

1. CALL TO ORDER at 6:01 pm

ROLL CALL: K. HANDRICK-Present, M. AHRENS-Absent, K. SORENSON-Absent, 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

4. SWEAR IN NEWLY ELECTED MEMBERS

- a. Village Trustees – Keith A. Paul, Jeff Lawrence, Barbara Parlier

5. APPROVAL OF APRIL 1, 2026 MEETING MINUTES

MOTION – Approve April 1, 2026 Meeting Minutes

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

6. VILLAGE BOARD COMMITTEE ASSIGNMENTS

- a. Public Property / Street Committee – Committee of the Whole, Parlier Chair

MOTION – Approve Parlier as Chair of the Public Property/Street Committee

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

- b. Public Safety Committee – Committee as a Whole, Sorenson Chair

MOTION – Approve Sorenson as Chair of the Public Safety Committee

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

- c. Finance Committee – Committee as a Whole, Ahrens Chair

MOTION – Approve Ahrens as Chair of the Finance Committee

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

- d. Licensing Committee – Committee as a Whole, Paul Chair

MOTION – Approve Paul as Chair of the Licensing Committee

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

7. COMMISSION AND BOARD TERM APPOINTMENTS

- a. Discuss and Possible Action on Appointment of Replacement for Ruplinger - Plan Commission
Administrator Cherek informed the Board that Plan Commission member Gary Ruplinger stated he did not intend to renew his term. Cherek mentioned that former Village Clerk, Luanne Wiesman voiced interest at the position.

MOTION – Approve Luanne Wiesman to Plan Commission

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

- b. Discuss and Possible Action on Appointment of Replacement for Buchberger - Board of Appeals
- c. Discuss and Possible Action on Appointment of 1 Vacancy on Board of Appeals
Cherek stated the Board of Appeals has had a vacancy for over a year and with Paul Buchberger wishing to step away there will be 2 spots open. The Board decided to have Cherek post about the openings on the Village website to see if any residents show interest in filling vacancies.
No action taken
- d. Discuss and Possible Action on Appointment of Replacement of Tom Vetter - Public Member of Joint Review Board
At the July 31, 2025 Joint Review Board meeting, Public Member, Tom Vetter, expressed interest in leaving the Board. Cherek informed Board members of his decision and agreed to post the opening on the Village website along with the Board of Appeals vacancies.
No action taken
- e. Discuss and Possible Action on Reappointment of Connie Stieber to Plan Commission
MOTION – Approve Reappointment of Stieber to Plan Commission
Motion made by Lawrence second by Paul. Hadrick abstained from vote. Motion passed by voice vote.
- f. Discuss and Possible Action on Reappointment of Andrew Berens to Utility Commission Chairman
- g. Discuss and Possible Action on Reappointment of Bruce Bohr to Utility Commission
MOTION – Approve Reappointments of Utility Commission Members as Stated
Motion made by Paul second by Lawrence. Motion passed by voice vote.
- h. Discuss and Possible Action on Reappointment of Jeff Dirks to Board of Appeals
- i. Discuss and Possible Action on Reappointment of Gerald Seubert to Board of Appeals
- j. Discuss and Possible Action on Reappointment of Andrew Goergen to Board of Appeals
MOTION – Approve Reappointments of Board of Appeals Members; Dirks, Seubert and Goergen
Motion made by Parlier second by Lawrence. Motion made by voice vote.

8. RESOLUTIONS AND ORDINANCES – None to Discuss

9. FUTURE SCHEDULED MEETINGS/EVENTS:

- a. Utility Commission Meeting – PSC Rate Study Presentation – April 29, 2026 – 4:00 pm
- b. County Materials Sports Complex Ribbon Cutting – Wednesday, May 6, 2026 – 12:00 pm
- c. Regular Village Board Meeting – Wednesday, May 6, 2026 – 6:00 pm

10. ADJOURNMENT at 6:38 pm

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

Cassie Lang
Village Clerk / Deputy Treasurer

Administrator's Report – May 6, 2026

1) Permits

- Building Permits (2)
 - 300 Walnut St – Sidewalk/Steps
 - 1111 4th St – New Windows
- Temporary Sign Permit (1)
 - Josh Baeseman – 400 Block
- Utility Permit (1)
 - Frontier Fiber Optic – Currently under pending review

2) Fire Department

- First Responder Calls – April 2026
 - 1 Total Calls: MABAS - Kronenwetter
- Fire Calls – April 2026
 - 18 total calls: 4 Town Sections, 14 Village

3) Administration – Clerk's Office

The Administration Office has been busy since the last Village Board meeting. We conducted an election that went relatively smoothly; however, there was an issue with a poll book that was resolved by the end of the day. After reviewing the issue and discussing it afterward, staff believe that upgrading to Badger Books, which many local municipalities are using, could help prevent similar issues in the future.

Additional activities over the past month included a review of utility billing accounts and collection software. As improvements are being made to current processes, staff have been working with various vendors regarding updated collection software options. This was communicated at the Utility Board meeting held last week.

The Village Administrator attended the Central Wisconsin Housing Summit at the University of Wisconsin–Stevens Point on April 15. The summit explored several strategies for making municipalities more attractive for housing development. Many of these ideas were discussed at the Planning Committee meeting last week.

4) Public Works - Utilities

Public Works and Utilities staff continue to be extremely busy. Public Works crews have been focused on normal spring street and park clean-up activities. An added workload this spring has been related to the County Materials Sports Complex, where new drain tile was installed along with various other projects necessary to prepare the park for opening.

On the Utilities side, staff have been heavily involved with the Cured-In-Place Pipe (CIPP) project and the Well #5 project. Both projects have required a significant time commitment from the Public Works Director and the Village Administrator. These projects will continue over the next several months, with the CIPP project expected to conclude in June.

5) Administrator's Activities & Plans for May

- May 7 & 8 – League of Municipalities Spring Conference/training

Steven Cherek

Village Administrator



Monthly Report- April 2026

Fire Calls-1 Call

MABAS-Kronenwetter

EMS Calls- 18 calls

Village of Marathon-14 Calls

Town of Stettin-4 Calls

Training/School- One member completed Firefighter 1 class at NTC.

One member currently in HazMat ops class at NTC.

One member currently in EMR class at NTC.

Public Relations- Easter Egg hunt was held Sat. 4/4.

Marathon Trap and Sportsmen Club Fundraiser supporting Marathon Fire Dept. was held 4/18.

Severe Weather watch and community shelter Fri. 4/17

Upcoming pool fills.

Upcoming Events- County Materials Sports Complex grand opening Wed. 5/6

Marathon High School Scholarship Ceremony Wed. 5/13

Reschedule severe weather awareness drill with the local schools. TBD.

Upcoming Meetings/Drills-

Officer Meeting. Wed. 5/13 @ 6:30 PM

Fire Meeting and Drill. Wed. 5/13 @ 7:00 PM

EMS Meeting and Drill. Wed. 5/13 @6:30 PM

Continuing meetings for finding a replacement engine.

State/County Activity-

None.

DARRIN HALL
MARATHON CITY FIRE CHIEF

408 Market St
PO Box 178
Marathon, WI 54448

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

marathon.fire@marathoncitywi.gov



	Fire Call Type	Cassel		Marathon		Rib Falls		Stettin		Village		Towns		Village		TOTAL		Mutual Aid	
April																			
Date		Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Towns		Village		FIRE	EMS	FIRE	Who
4/6/2026											1				1		1		
4/7/2026											1				1		1		
4/9/2026											1				1		1		
4/10/2026											1				1		1		
4/11/2026											1				1		1		
4/11/2026											1				1		1		
4/12/2026									1				1				1		
4/13/2026											1				1		1		
4/13/2026											1				1		1		
4/14/2026											1				1		1		
4/14/2026											1				1		1		
4/15/2026									1				1				1		
4/16/2026											1				1		1		
4/21/2026											1				1		1		
4/22/2026									1				1				1		
4/22/2026											1				1		1		
4/23/2026									1				1				1		
4/24/2026											1				1		1		
4/25/2026	SF															1			1 MABAS - Kronenwetter
		0	0	0	0	0	0	0	4	0	14		4		14	1	18	1	
												#DIV/0!	22.22%	#DIV/0!	77.78%				

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

This Recreational Use License, Indemnity and Hold Harmless Agreement (“USE LICENSE”) made this ____ day of _____, 2026, by and between the Marathon City American Legion, whose principal business is located at Marathon City, party of the first part, hereinafter referred to as LICENSEE, and Village of Marathon City, a Wisconsin municipal corporation, 311 Walnut Street, Marathon, Wisconsin 54448, party of the second part, hereinafter referred to as LICENSOR.

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

RECITALS

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

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

C. **WHEREAS**, LICENSEE desires to utilize the Parks for the purposes of allowing athletic training and events for its participants, employees, and coaches as more fully set forth herein.; and

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

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

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

3. **CONSIDERATION**. LICENSEE shall pay to LICENSOR an annual “USE FEE” for use of the Parks as provided herein in the sum of Twelve Thousand Five Hundred Thirty-Three Dollars and 95/100 Dollars (\$12,533.95). Said USE FEE shall be due and payable to LICENSOR in two one-half (½) payments, the first on or before March 31st and the second on or before August 31st each calendar year.

4. REPAIRS AND MAINTENANCE. LICENSEE has inspected the Parks (including the existing improvements) and accepts the same "AS IS" in its current condition without any express or implied warranties by LICENSOR. LICENSOR expressly disclaims any warranties or representations regarding the physical condition of the Parks, entitlements, or the suitability of the Parks for purposes set forth in this USE LICENSE. LICENSOR, in its sole and absolute discretion, shall as reasonably necessary, perform all repairs by reason of structural defects and damages occasioned by the elements. Except as otherwise set forth herein, LICENSOR shall not be required to furnish any further services or facilities or to make any added repairs or alterations whatsoever in, about, or to the Parks, unless such repairs are made necessary by the intentional acts or negligence of the LICENSOR, its employees, in which the cost of such repairs shall be the responsibility of the LICENSOR. To the extent not caused by reasonable and ordinary wear and tear, LICENSEE will make all other repairs to the Parks and will promptly replace and repair all breakage, defacements and damages caused by anything other than structural defects and the elements. This provision shall include cleaning after activities or events in which LICENSEE is involved. Such repairs, maintenance and clean-up shall be subject to the approval of and must be acceptable to LICENSOR.

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

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

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

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

A. Marathon School Softball, Marathon Youth Softball/Youth Baseball and Marathon Travel Ball teams Restriction: LICENSEE acknowledges Marathon School Softball, Marathon Youth Softball, Marathon Youth Baseball, and Marathon Travel Ball teams (collectively, the "Youth Programs") are permitted to use each of the Parks. LICENSEE is permitted to use the Parks and schedule with LICENSOR any field on either of the Parks, and LICENSEE shall be awarded field availability in the following prioritized order:

1. Marathon School Softball
2. Marathon Youth Softball/ Baseball League
3. Marathon Travel Youth Baseball/Softball team

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

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

D. "Knock MS Out Of The Park": LICENSEE will not be permitted to use Veterans Park,

unless approval in writing by LICENSOR, during the annual "Knock MS Out of the Park" weekend.

- E. Public Use Restriction: LICENSEE acknowledges that the Parks are public property owned by the LICENSOR. Under no circumstances shall LICENSEE allow any portion of the Parks to be locked up or prohibit "public use" when not reserved by LICENSEE. LICENSEE, by this USE LICENSE reserves the right to remove the public from using the field on scheduled practices, events or games, provided said Park is scheduled with LICENSOR 24 hours in advance of said event.
- F. Advertisement Restriction: LICENSEE acknowledges and agrees that LICENSOR has the exclusive right to all advertising on or in the Parks. LICENSOR shall receive all proceeds from such advertisements. LICENSEE shall not place or sell any advertisements on or in the Parks unless agreed to, in writing, by LICENSOR.

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

In addition, during the term, LICENSEE, at its sole cost and expense, shall continuously maintain the full force and effect of this USE LICENSE commercial general liability and excess and/or umbrella liability policies against any loss, liability or damage on, about or relating to all or any portion of the Parks, with limits of not less than \$1,000,000.00 combined single coverage for bodily injury or property damage liability claims on an occurrence basis arising out of or in connection with LICENSEE use of the Parks.

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

11. RISK ALLOCATION.

- i. Immunity. LICENSOR is a governmental entity entitled to governmental immunity under law, including Wis. Stats. § 893.80. Nothing contained herein shall waive the rights and defenses to which LICENSOR may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendments thereof.
- ii. Responsible for Own Actions. LICENSEOR and LICENSEE shall bear the risk of its own actions, as it does with its day-to-day operations.
- iii. Employee Claims. The employees of LICENSOR and LICENSEE shall be covered by his or her employing entity for purposes of worker's compensation, under Wis. Stat. Ch. 102 and unemployment insurance and benefits under Wis. Stat. Ch. 40. Both parties waive subrogation rights each may have against the other party for claim payments under Wis. Stat. Ch. 102.
- iv. Survival of Obligations. The obligations set forth in this paragraph shall survive the termination or expiration of this USE LICENSE.

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

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

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

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

16. LICENSEE'S OBLIGATIONS. In addition to the other obligations stated herein, LICENSEE agrees to assume all obligations, liability, and responsibility with regard to any activity or improvement of whatever type by LICENSEE or its employees, agents, officers, directors, guests and invitees, upon the premises.

17. ENTRY. LICENSOR, its agents, contractors, or employees may enter either of the Parks at any time.

18. INDEMNITY AND HOLD HARMLESS COVENANT. LICENSEE hereby agrees to save harmless and indemnify LICENSOR, its employees, agents, officers, guests and invitees, from and against any and all claims, loss, damages, injury and liability, known or unknown, whether to any property or person whatever, including reasonable attorneys' fees, expenses and costs, however and by whomever caused, including the public, but excluding LICENSOR, its employees, agents, officers, directors, resulting from, arising out of, or in any way connected with any activity or improvements, of whatever type by LICENSEE upon the Parks, and/or in any way in connection with, relate to, or arising from this USE LICENSE.

19. AMENDMENT AND MODIFICATION. This USE LICENSE may be amended, modified, or supplemented only by the written agreement of LICENSOR and LICENSEE.

20. NOTICE. All notices, requests, consents, approvals, and other communications required or permitted shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at the party's address as set forth hereinabove. Either party may change its address for notice by providing written notice to the other party.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision of this USE LICENSE shall not affect the other provisions herein and this USE LICENSE shall be construed in all respects as though all such invalid or unenforceable provisions were omitted.

22. EFFECT OF WAIVER. The waiver by either party of a breach of any provision of this USE LICENSE shall not operate as or be constructed as a waiver of any subsequent breach hereof.

23. COUNTERPARTS. This USE LICENSE may be executed in counterparts, each of which

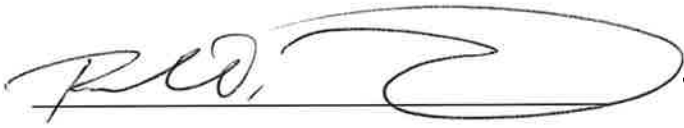
shall constitute an original, and all of which together shall constitute one document. Facsimile signatures, or signatures sent via electronic mail or in "PDF" format shall be binding upon the parties.

24. NO RIGHTS BY PRESCRIPTION. Neither LICENSEE's use of the Parks or the placement of improvements shall operate to create any rights in the same except as expressly set forth herein. LICENSEE, for itself, successors and assigns hereby forever waives and disclaims any and all claims to prescriptive rights in either of the Parks. LICENSEE shall perform such acts or deliver such instruments as LICENSOR may from time to time determine necessary or advisable to prevent the creation of any such rights.

25. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into this USE LICENSE as if they were specifically identified herein.

26. ENTIRE AGREEMENT. This USE LICENSE contains the entire agreement of the parties hereto and there are no oral understandings with respect to this matter.

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



(LICENSEE)

VILLAGE OF MARATHON CITY
MARATHON COUNTY, WISCONSIN
(LICENSOR)

By: _____

By: _____
Kurt Handrick, Jr., President

Attest:

Attest:

By: _____
Cassandra Lang, Clerk

By: _____

ADDENDUM #1
GENERAL RESPONSIBILITIES

SOFTBALL AND BASEBALL

Marathon American Legion

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

VILLAGE

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

Softball and Baseball:

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

GENERALLY:

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

ADDENDUM #2
2026 MARATHON CITY BALL PARKS PRICE ESTABLISHMENT

2026 Cost Overview – Marathon City Parks

What's Included in the Cost:

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

Pricing Basis:

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

Important Notes:

- **2027 pricing will change** based on actual use played in 2026 and 2027 Budget.
- **Travel Ball Teams:**
 - Pricing assumes 4 teams with one tournament (6 games) each.
 - No extra charge for additional games or tournaments.
 - Typically involve more practice sessions than other groups.
- **New Travel Teams** added in 2026:
 - Will reduce the Trave Team rate per-team to equal the Travel Ball Total amount in chart below.
 - Changes in team numbers may affect rates for all teams in 2027.

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

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



Wisconsin Department of Transportation
Office of the Secretary
4822 Madison Yards Way, S903
Madison, WI 53705

Governor Tony Evers
Secretary Kristina Boardman
wisconsindot.gov
Telephone: (608) 266-1114
Email: sec.exec@dot.wi.gov

April 15, 2026

The Honorable Steven Cherek
Village of Marathon City
311 Walnut St
Marathon City, WI 54448

Dear Steven Cherek,

Congratulations! This letter confirms funding for your local project on **Market St** from the 2026-27 **Municipal Street Improvement Discretionary Program (MSID)**, which is a component of the Local Roads Improvement Program (LRIP), a reimbursement program of the Wisconsin Department of Transportation (WisDOT). This program assists local units of government in improving deteriorating county highways, town roads, and municipal streets under the authority of the local unit of government by paying up to **50%** of the total eligible project costs, with the balance of costs funded by the political subdivision where the work is performed.

Your project was one of **28 MSID** projects selected for funding in the 2026-27 biennium. The total eligible cost of the project is currently estimated to be **\$491,425.79** based on the application materials submitted. WisDOT will reimburse the Village of Marathon City **for up to a limit of \$245,712.89**.

You will soon receive a signed State/Municipal Project Agreement (SMA) from WisDOT. It is important that you **not incur any project costs** until receipt of your signed State Municipal Project Agreement (SMA) from WisDOT. Additionally, please be aware of the new program requirement beginning this cycle which is to provide advertising information to the department at least 7 days prior to advertising. More information on how to provide this information is located in the [LRIP Guidelines and Requirements](#) and on the [LRIP webpage](#).

I greatly appreciate your commitment to provide a quality transportation system that promotes public safety and economic development. Our state and local partnership is imperative to the future of Wisconsin's transportation infrastructure. Congratulations on your project award, which is a key part of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristina Boardman".

Kristina Boardman, Secretary

**ORDINANCE NO 14.510 ANNEXED TERRITORY TO THE VILLAGE
OF MARATHON CITY, MARATHON COUNTY, WISCONSIN**

The Village Board of the Village of Marathon City, Wisconsin do ordain as follows:

PURPOSE: The purpose of this Ordinance is for the Village of Marathon City to Annex the Listed Property into the Village from the Town of Marathon

SECTION 1. Territory annexed: In accordance with Wis. Stats. § 66.0223 (1), the following legally describes the territory and is depicted on Exhibit A, owned by the Village of Marathon City and which was detached from the Town of Marathon, Marathon County, Wisconsin, and annexed to the Village of Marathon City, Marathon County, Wisconsin:

THE LEGAL DESCRIPTION OF THE TERRITORY ANNEXED IS AS FOLLOWS:

Part of Lot 3 of Certified Survey Map Number 19458, as recorded in the Marathon County Register of Deeds Office as Document Number 1876062 and part of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin, described as follows:

Beginning at the North 1/4 corner of said Section 18; Thence North 89°24'12" West along the North line of said Northeast 1/4 of the Northwest 1/4, 41.25 feet to the West right-of-way line of County Road B; Thence South 00°35'48" West along said West right-of-way line, 703.74 feet to the extension of the South line of said Lot 3 of Certified Survey Map Number 19458; Thence South 86°10'55" East along said South line of Lot 3 and the extension thereof, 230.27 feet; Thence North 89°26'28" East, 149.39 feet; Thence North 00°35'48" East parallel with said West right-of-way line of County Road B, 723.30 feet to the North line of said Northwest 1/4 of the Northeast 1/4; Thence South 88°57'52" West along said North line of the Northwest 1/4 of the Northeast 1/4, 338.15 feet to the point of beginning

SECTION 2. Effect of Annexation: From and after that date of this ordinance the territory described in Section 1 and which shall be part of the Village of Marathon City for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules, and regulations governing the Village of Marathon City.

SECTION 3. Ward Designation: The territory described in Section 1 of this Ordinance shall continue to be a part of the 2nd Ward of the Village of Marathon City, subject to the ordinances, rules, and regulations of the Village of Marathon City governing wards. The population of this territory is 0.

SECTION 4. Severability: If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or application.

SECTION 5. Effective Date: This Ordinance shall take effect upon passage and publication as provided by law.

Approved on this 6th day of May, 2026 by a vote of _____ in favor _____ opposed.

VILLAGE OF MARATHON CITY

Kurt Handrick, Jr., Village President

Steven A. Cherek, Administrator / Treasurer

Date Adopted: 5/6/2026

Date Published: 5/13/2026

Effective Date: 5/6/2026

DRAFT

EXHIBIT A



RIVERSIDE LAND SURVEYING LLC

CERTIFIED SURVEY MAPS - SUBDIVISIONS - FLOOD PLAIN AND TOPOGRAPHIC SURVEYS - CONSTRUCTION STAKING - ALTA / NSPS - GPS

LEGAL DESCRIPTION – BLUME ANNEXATION

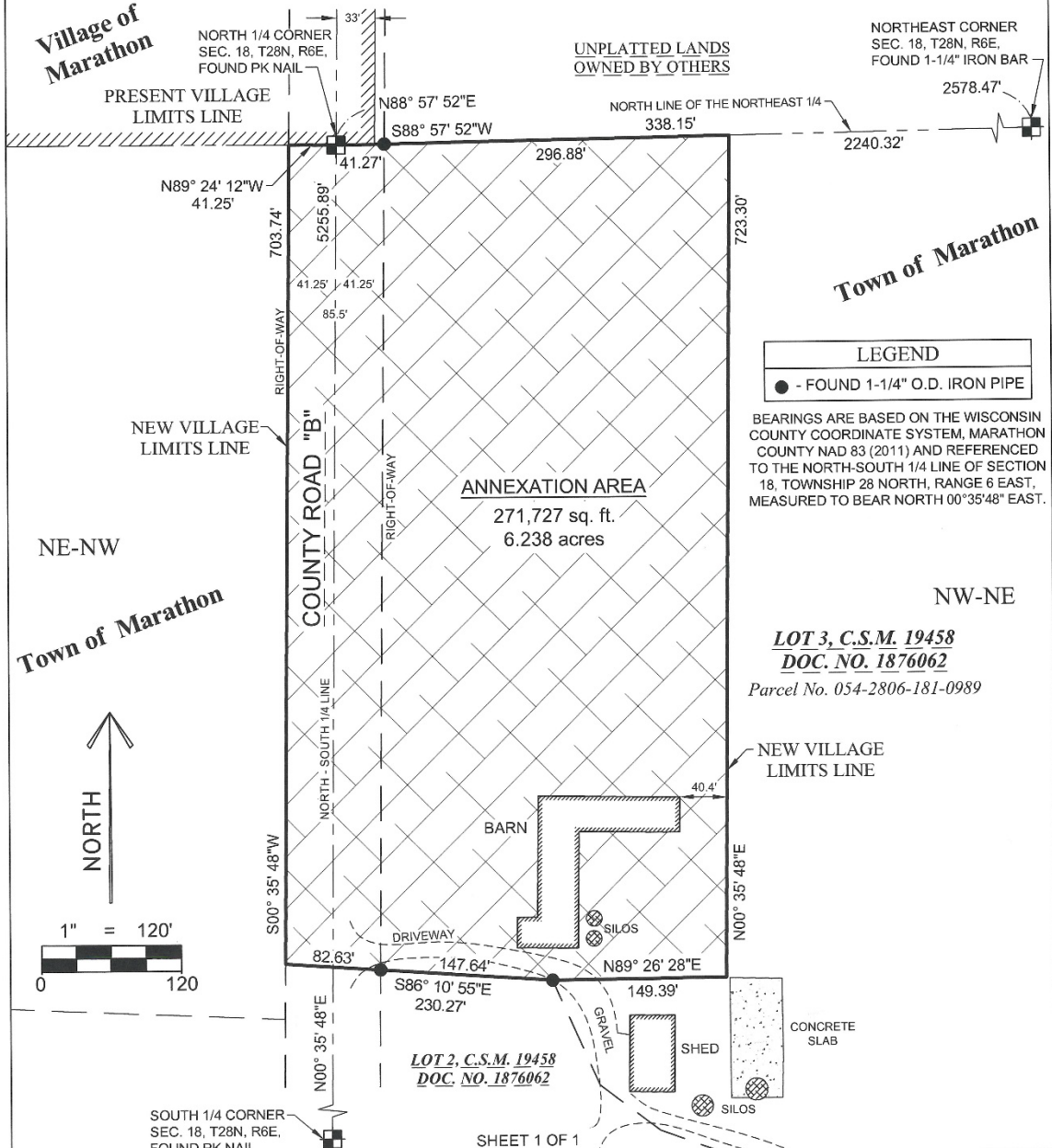
Part of Lot 3 of Certified Survey Map Number 19458, as recorded in the Marathon County Register of Deeds Office as Document Number 1876062 and part of the Northeast 1/4 of the Northwest ¼ of Section 18, Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin, described as follows:

Beginning at the North 1/4 corner of said Section 18; Thence North 89°24'12" West along the North line of said Northeast 1/4 of the Northwest 1/4, 41.25 feet to the West right-of-way line of County Road B; Thence South 00°35'48" West along said West right-of-way line, 703.74 feet to the extension of the South line of said Lot 3 of Certified Survey Map Number 19458; Thence South 86°10'55" East along said South line of Lot 3 and the extension thereof, 230.27 feet; Thence North 89°26'28" East, 149.39 feet; Thence North 00°35'48" East parallel with said West right-of-way line of County Road B, 723.30 feet to the North line of said Northwest 1/4 of the Northeast 1/4; Thence South 88°57'52" West along said North line of the Northwest 1/4 of the Northeast 1/4, 338.15 feet to the point of beginning.

5310 WILLOW STREET, WESTON WI, 54476 PH 715-241-7500 FAX 715-355-6894
EMAIL – MAIL@RIVERSIDELANDSURVEYING.COM

ANNEXATION EXHIBIT MAP

Of part of Lot 3 of Certified Survey Map Number 19458, as recorded in the Marathon County Register of Deeds Office as Document Number 1876062 and part of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 28 North, Range 6 East, Town of Marathon, Marathon County, Wisconsin.



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

DRAWN BY M.F.L.	FIELD WORK ---
CHECKED BY C.L.F.	PROJECT NO. 4856
PREPARED FOR:	ALEX BLUME