

Thursday, October 23, 2025

6:30 PM

McFarland Municipal Center
5915 Milwaukee St, McFarland
Community Room

AGENDA

The public may attend in-person or remotely through the Zoom webinar or telephone options listed below. *Please Note: Virtual attendance is offered as a convenience, but technical difficulties beyond the Village's control may prevent or limit its availability at any meeting. The public is encouraged to attend the meeting in person to assure full access to the proceedings.*

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/89869807654>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 898 6980 7654

Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER, ROLL CALL.

2. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Parks and Recreation Committee for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to public.works@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

3. APPROVAL OF MINUTES.

- a. Motion to approve the minutes of the September 2, 2025, Parks & Recreation Committee meeting.

4. BUSINESS.

- a. Discussion and action to make a recommendation to the Village Board regarding the proposal for the Prairie Place park project
- b. Discussion and action to make a recommendation to the Village Board regarding the award of contract for Community Park Phase 2 improvements.
- c. Discussion and action to make a recommendation to the Village Board regarding a use agreement at Community Park with the McFarland Soccer Club.
- d. Discussion and action to make a recommendation to the Village Board regarding a use agreement at Community Park with the School District of McFarland.

5. SCHEDULE NEXT MEETING DATE.

- a. Tuesday, November 4, 2025 at 6:30 p.m.

6. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF MCFARLAND

Parks and Recreation Committee Minutes

Tuesday, September 2, 2025 - 6:30 PM

1. CALL TO ORDER, ROLL CALL.

Trustee Fessler called the regular meeting of the Parks and Recreation Committee to order at 6:30 PM in the community room of the Municipal Center. This meeting was also held via Zoom webinar.

Members present: Trustee Fessler, Trustee Leamy, Anita Iwanski, Sarah Kuba, Tanya Lancaster, Lori Wisnicky

Members not present: Anna Bartz

Staff Present: Public Works Director Lee Igl, Parks Superintendent Sayer Larson, Village Administrator Matt Schuenke, Assistant to the Public Works Director Aimee Irwin

2. PUBLIC APPEARANCES.

This is an opportunity for members of the public to address the Parks and Recreation Committee for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to public.works@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

None.

3. APPROVAL OF MINUTES.

Motion to approve the minutes of the August 5, 2025, Parks & Recreation Committee meeting.

Motion by Trustee Fessler, seconded by Lancaster, to approve the minutes of the August 5, 2025, Parks & Recreation Committee meeting. Motion carries 6 - 0 - 0.

4. BUSINESS.

Update and discussion with the Friends of McFarland Parks

TJ Jerke, a Board member of the Friends of McFarland Parks, provided a presentation regarding the organization, including past initiatives and current projects. Jerke also spoke about the McFarland Aquatics Campaign Committee.

- Lancaster asked what timeline had been established for aquatics. Jerke

responded that details should be available soon on the new McFarland Parks webpage and other elements are in motion. Trustee Fessler commented that there are various elements at play that would need to occur, such as soccer moving to Community Park and updates to William McFarland park to then allow for space for a possible aquatics feature.

- Trustee Fessler asked if there were things impeding the process for aquatics by the Village. Jerke responded that nothing is impeding the process, but additional discussions should occur with Village staff.

b. Discussion and action to make a recommendation to the Village Board regarding Prairie Place park

Igl provided an overview of the Prairie Place park project to date, including the various locations. Igl stated that staff have moved away from the previously proposed two locations with a new location near Lift Station 5 being proposed. Blake Thiesen of Parkitecture reviewed the third location option and three possible playground sets for the area.

- Iwanski asked what impact the sledding hill had on proposed site locations. Thiesen explained that option one impacted the sledding hill.
- Iwanski asked about gaining public input on the new option three location. Trustee Fessler stated a PIM could be hosted, but the option three location stemmed from the previous PIM. Fessler added that additional input could be gathered prior to the item being on the Village Board agenda.
- Trustee Leamy inquired about adding unique structures similar to Discovery Park. Thiesen explained that due to the small footprint, there are limitations on what type of structure could be selected.
- Trustee Fessler asked what the gray box and yellow box were on the graphic. Thiesen explained that the gray box is a concrete pad to allow for bike parking and the yellow box is intended for a picnic table.
- Trustee Fessler asked what the edging would be made of. Thiesen stated the edging is shown as a concrete ribbon curb but stated plastic timbers could be an option.
- Iwanski asked if the edging was within the gas line easement. Thiesen stated that yes, the edging is within the easement.
- Kuba inquired if there were any shade options available. Thiesen explained that due to space there would be limited options, but he would look into this more.
- Trustee Fessler asked about access to the park. Thiesen stated that access could be gained at Shooting Star Ct.
- Committee members discussed the three playground options and additional suggestions for the park. Committee members suggested the business item returning to the committee for further review at an upcoming meeting.

Motion by Trustee Fessler, seconded by Trustee Leamy, to table discussion and action to make a recommendation to the Village Board regarding Prairie Place park. Motion carries 6 - 0 - 0.

c. Discussion and action regarding sponsor signage for a soccer tournament as requested

by McFarland Soccer Club.

Katie Cappozzo, President of the McFarland Soccer Club, presented their proposed signage for their fall tournament sponsor.

Motion by Trustee Fessler, seconded by Wisnicky, to approve a request for signage by McFarland Soccer Club for the September 12, 2025, to September 14, 2025, soccer tournament. Motion carries 6 - 0 - 0.

d. Discussion regarding use agreements of Community Park.

Schuenke provided an overview regarding the enclosed agreements for the McFarland Soccer Club and McFarland School District.

- Iwanski asked if the village currently collects funds from McFarland Soccer Club. Schuenke responded that yes, funds are being collected.
- Iwanski asked about the time-lapse issue associated with section 4.3a of the soccer agreement. Schuenke explained that the village would keep the asset, the shelter, and pay off the remaining loan for soccer.
- Iwanski asked if the agreements were being put in place due to the budget shortfall for the project. Schuenke stated the agreements are not due to the budget shortfall.
- Iwanski asked if signage could be part of the agreement for soccer. Fessler responded that an adjustment to the ordinance language would be required. Schuenke added that this would be a matter of policy change and could be updated through ordinance rather than an agreement.
- Lancaster if other areas currently have multiple agreements in place and, if possible, conflicts would occur. Schuenke stated that multiple agreements do not exist for a single location. Igl responded that schedules will need to be provided by both groups to avoid conflicts.
- Trustee Fessler asked for clarification regarding section 2.9 of the agreement. Schuenke explained that this section is mostly to allow soccer field use.
- Trustee Fessler suggested that the five-year check-in be added to the school district agreement.

5. SCHEDULE NEXT MEETING DATE.

a. Wednesday, October 22, 2025 at 6:30 p.m.

Discussion with committee members and staff occurred regarding the need to adjust the October 22nd meeting. The committee members and staff agreed to adjust the meeting date from October 22nd to October 23rd beginning at 6:30 PM.

6. ADJOURNMENT.

Motion by Trustee Leamy, seconded by Wisnicky, to adjourn at 8:20 PM.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin board in accordance with Open Meetings Law.

Respectfully submitted,
Aimee Irwin

Assistant to the Public Works Director



**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Thursday, October 23, 2025

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Lee Igl, Public Works Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding the proposal for the Prairie Place park project

PREVIOUS ACTION:

A park in or near Prairie Place was listed in the 2024 to 2028 Capital Improvement Plan. During the August 1, 2023, meeting, the Parks & Recreation committee recommended approval of the 2024 to 2028 Capital Improvement Plan with the inclusion of a playground at Prairie Place.

The Parks & Recreation Committee recommended approval to the Village Board regarding a proposal from Parkitecture for design services for Prairie Place playground at their March 4, 2025, meeting.

A public information meeting was held on July 10th, presenting and discussing potential locations in Juniper Ridge and in Prairie Place.

ISSUE SUMMARY:

A park in Prairie Place subdivision was originally discussed in 2023, during the 2024 to 2028 CIP discussions. Funds were designated as part of the CIP for a playground in or near the Prairie Place subdivision. As the subdivision was developed, park impact fees were collected from building permits that could be used for park improvements. Park impact fees are not designated for a specific area or park, but for the overall improvement of the park system. During the 2025 to 2029 CIP discussion, funds were designated for a playground in or around the Prairie Place subdivision. Parkitecture presented their proposal for the layout and design of a playground in this area during the March committee meeting.

A public information meeting was held on July 10th for public feedback. Two locations were presented, and discussed, along with what size and types of equipment could be added. There was not one clear location desired by the attendees. Many were concerned about the ecological effects and the larger budget needed to put the park in Juniper Ridge. The other location in Prairie Place raised a lot of concern about the proximity to Holscher Road, traffic and impeding the sledding hill, which is highly used.

Staff continued to look at additional options and Parkitecture presented a third location option during the Parks & Recreation Committee meeting on September 2nd. The committee reviewed the third proposed location and discussed the three playground options presented during the meeting. During the September 2nd meeting, the committee desired additional discussion at an



upcoming meeting with Parkitecture reviewing a few possible equipment amenities.

Staff confirmed with Westshore Pipeline that the playground safety surface could encroach on the pipeline easement, with the understanding that the equipment may have to be removed in an emergency or if pipeline construction would need to occur. A construction project would have prior notice and the equipment could be removed in a reusable manner.

Staff are seeking the committee's recommendation to approve the proposal from Lee Recreation for the site preparation and installation of the playground at Prairie Place.

FINANCIAL/BUDGET IMPACT:

The 2025 budget includes funds of \$160,000 for a possible playground near the Prairie Place subdivision.

Expense:

Playground equipment and installation	\$ 94,672
Contingency	\$ 5,328
Total	\$100,000

VILLAGE PLAN REFERENCE:

[2025-2029 Capital Improvement Plan](#)

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Motion:

Motion, second to recommend approval to the Village Board regarding the Prairie Place park proposal from Lee Recreation, LLC, in the amount of \$94,672 including contingency for a total project cost of \$100,000.

ATTACHMENTS:

1. 10-10-2025 Quote 142-206880-1 Prairie Place, McFarland
2. 25_1015 Prairie Place Plans
3. Option 3
4. 10.18.2025 L. Morris



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

DATE: October 10, 2025

TO: Blake Theisen
901 Deming Way
Suite 201
Madison, WI 53717

FROM: Megan Lee Cunningham & Pat Groom

RE: **Playground Proposal #142-206880-1, Prairie Place, McFarland**

BCI BURKE "Play That Moves You"

1-#NUCLEUS Modular Structure \$57,105.00
 DECKS: 4-Square, 1-Split Square
 SLIDES: Viper Straight Slide @ 48" Deck Ht., Contour Slide @ 72" Deck Ht.
 SHADE: 1-EZ Tension 15' x 19' ShadePlay Canopy
 CLIMBERS: Pursuit Climber, Formis Ladder, Jungle Vine Climber, Shasta Climber, Snake Climber
 UPPER BODY: 90 Degree Overhead
 MOTION: 12' Kid Koaster Deck to Deck, Niche Capsule Nano
 BALANCE: 1-Ovistep Launch Pad
 PLAY ACTIVITY PANELS: Spinner Crescent Panel, Hide the Numbers Panel

1-#560-2610 Spinetic w/ Speed Limiter \$ 7,986.00

Subtotal Equipment	\$65,091.00
Discount	(\$ 9,764.00)
Installation/Assembly	\$19,530.00
Surfacing	\$ 3,850.00
4' Plastic Border Timbers	\$ 2,200.00
Site Work	\$12,265.00
Freight	<u>\$ 1,500.00</u>
TOTAL	\$94,672.00

SURFACING NOTES:

70yd³ Engineered Wood Fiber Surfacing, Delivered & Installed

SITE WORK NOTES:

- Excavation/Disposal
- Installation of 4" og Gravel
- Installation of Weed Barrier
- Installation of Border Timbers @ Grade
- Pour 5' x 5' Concrete Walkway

Quote Accepted by: _____ Date: _____

Terms: Net 20

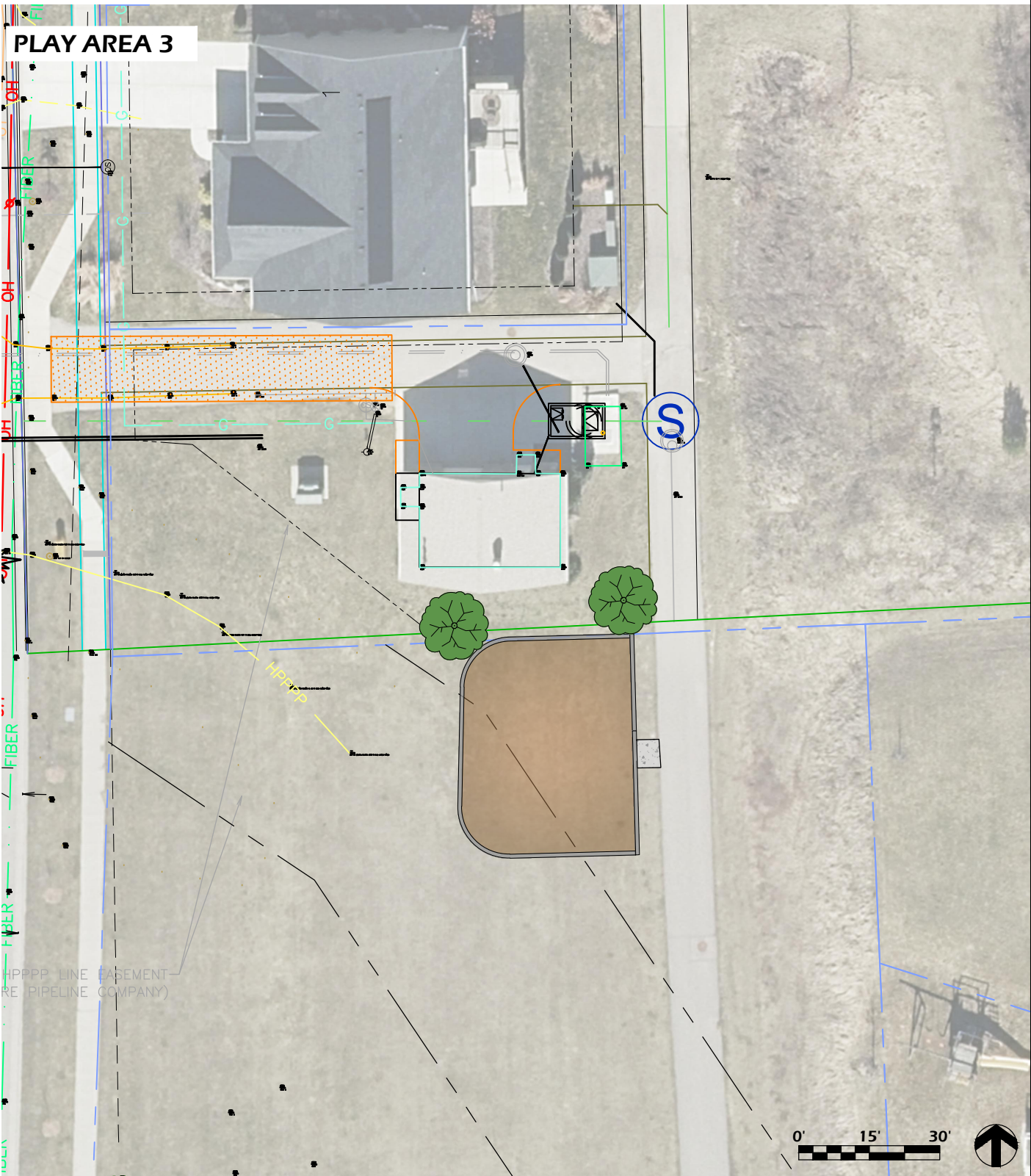
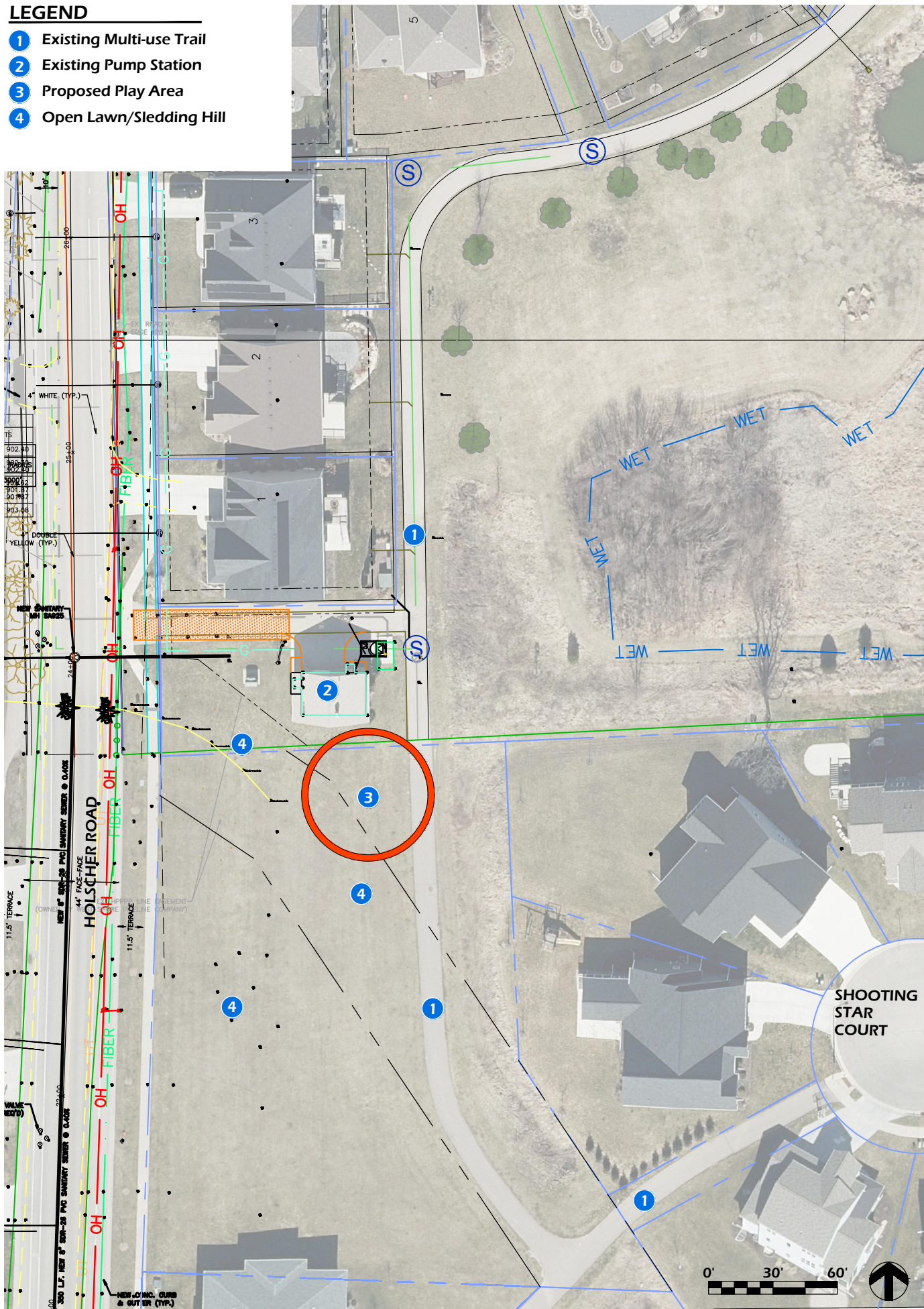
Marking of Private Lines, Site Preparation, Disposal of Garbage and Site Restoration is the Responsibility of the Customer.

Lead time: 10-12 Weeks Upon Receipt of Order

Quote Effective: **Until 11-10-2025**

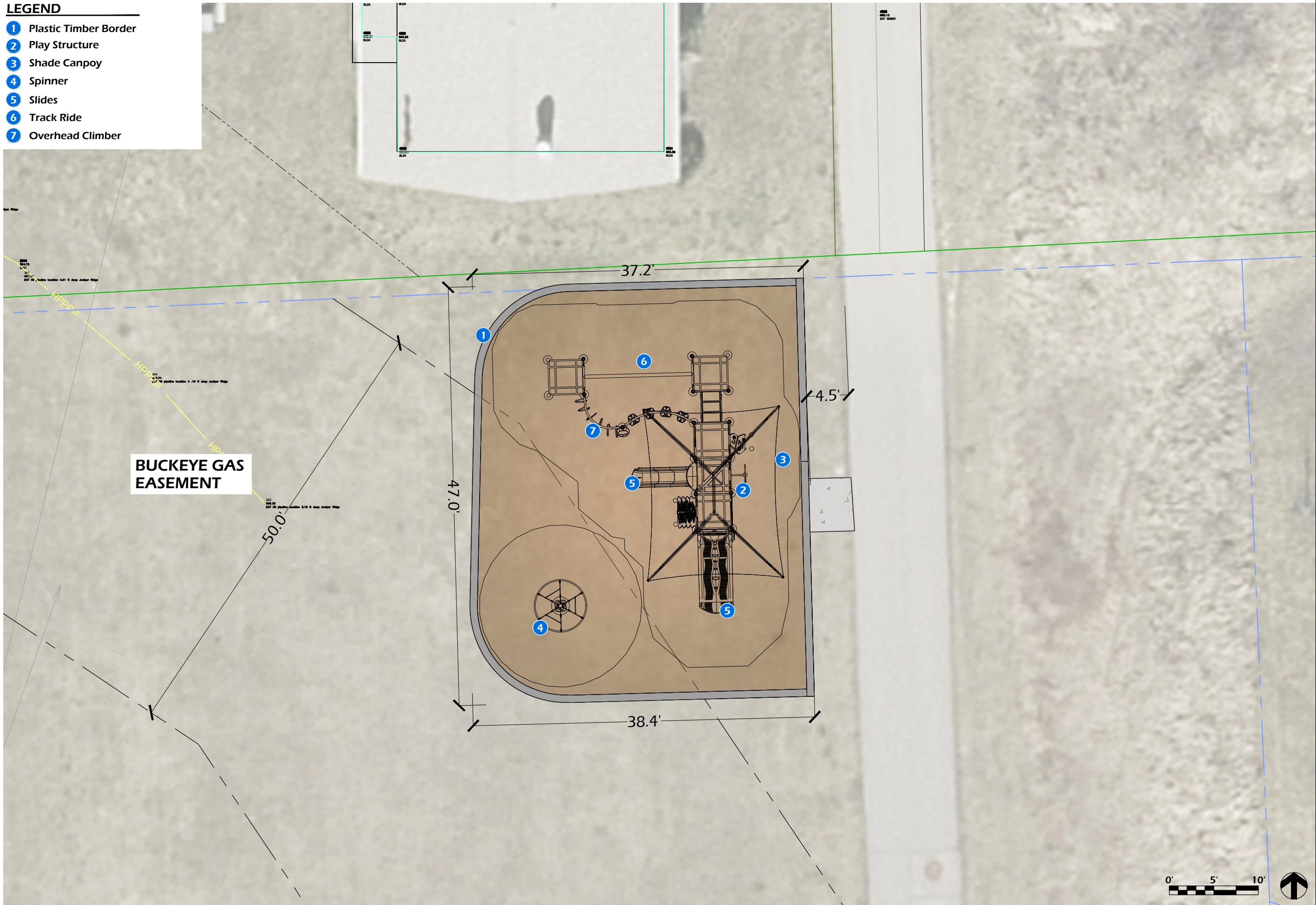
File: V:\25.018 McFarland Prairie Place\CAD\LW - Copy.dwg Layout: C100 User: Blake Plotted: Oct 15, 2025 - 8:50am

- LEGEND**
- 1 Existing Multi-use Trail
 - 2 Existing Pump Station
 - 3 Proposed Play Area
 - 4 Open Lawn/Sledding Hill



LEGEND

- 1 Plastic Timber Border
- 2 Play Structure
- 3 Shade Canopy
- 4 Spinner
- 5 Slides
- 6 Track Ride
- 7 Overhead Climber



Revisions:

Project #: 25.018
 Issued For: Review
 Date: 10/01/2025

Sheet Number

C101

File: V:\25.018 McFarland Prairie Place\CAD\LW - Copy.dwg Layout: C101 User: Blake Plotted: Oct 15, 2025 - 8:49am



COLOR KEY

● TAN
● OLIVE
● BROWN
■ TAN/GREEN
■ BROWN/TAN
■ BROWN/TAN



Project Name:
PRAIRIE PLACE PARK

Holscher Road
McFarland, WI 53558

Sheet Title:
PLAYGROUND RENDERINGS

Revisions:

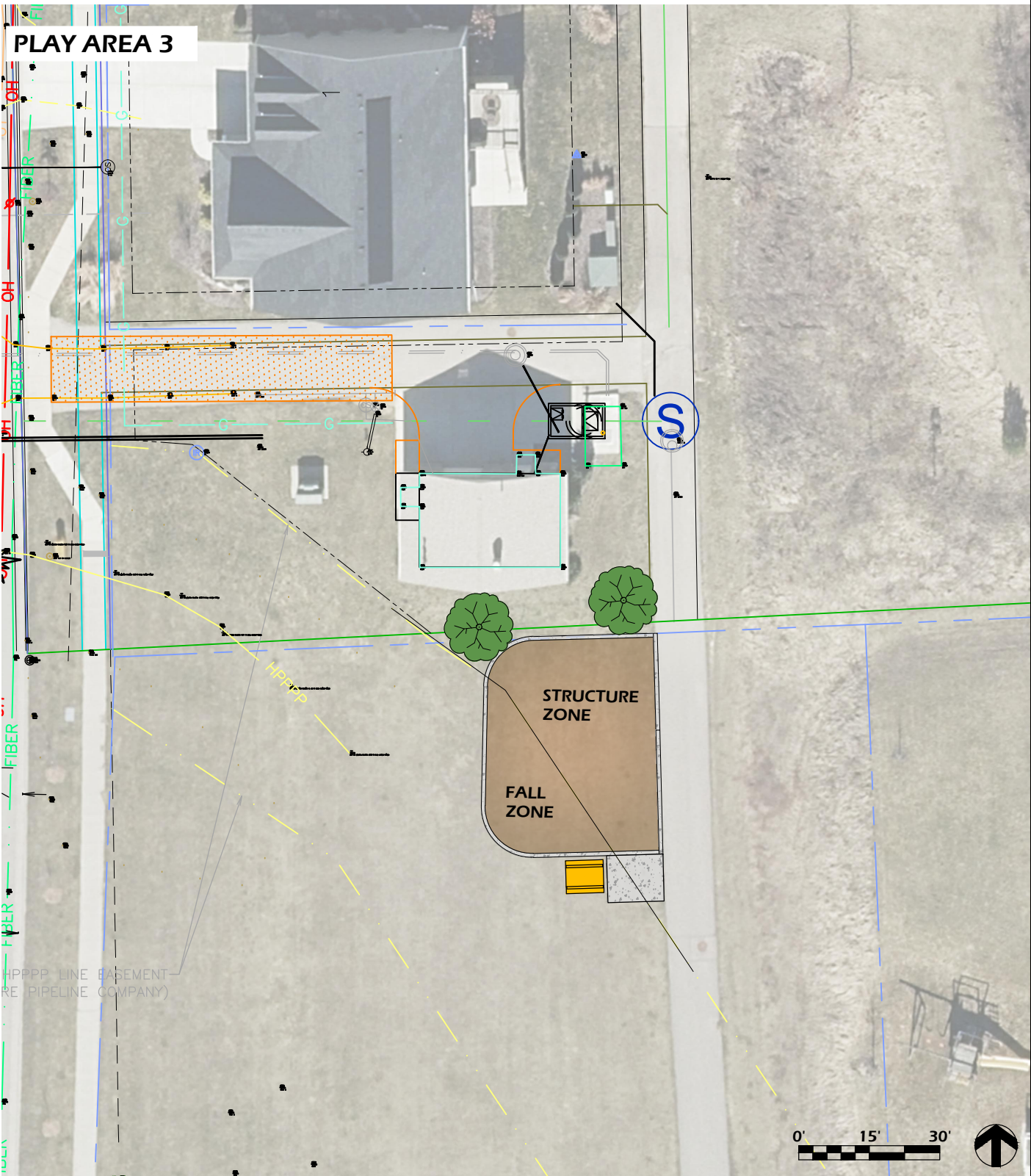
Project #: 25.018
Issued For: Review
Date: 10/01/2025

Sheet Number
C102

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- LEGEND**
- 1 Existing Multi-use Trail
 - 2 Existing Pump Station
 - 3 Proposed Play Area
 - 4 Open Lawn/Sledding Hill



Revisions:	
Project #:	25.018
Issued For:	Review
Date:	08/27/2025
Sheet Number	

Aimee Irwin

From: Public Works
Subject: FW: Concerns Regarding a Playground Park at Prairie Place Sledding Hill

From: Laurie Morris <lmorrishm2@gmail.com>
Sent: Saturday, October 18, 2025 10:14 AM
To: Cassandra Suettinger <Cassandra.Suettinger@mcfarland.wi.gov>
Subject: Concerns Regarding a Playground Park at Prairie Place Sledding Hill

Dear Parks and Recreation Committee,

We are writing to you again, to express our continued opposition to constructing a Prairie Place Playground Park. As was mentioned in our earlier email, in 2018, we inquired about purchasing a lot in Prairie Place. At that time, the builder shared that there would not be a Playground Park in Prairie Place, because it was not required by the Village and that the developer had decided against it. No land was designated for a playground or park in Prairie Place. Having several parks within a 10-minute walk did not discourage us from building and living in Prairie Place.

[If the Village of McFarland accepted the absence of a Playground Park in Prairie Place in 2018, why isn't it acceptable to not have a Playground Park in Prairie Place now?](#)

According to the '10-Minute Walk Time to Village Playground' map of the Comprehensive Outdoor Recreation Plan (CORP), there are 4 parks that meet this requirement for the Prairie Place neighborhood which provide a variety of equipment for varying ages: Juniper Ridge, Highland Oaks, Cedar Ridge and Ridgeview Tot Lot.

We have frequented the Juniper Ridge, Highland Oaks, Cedar Ridge and Ridgeview Tot Lots with our 5 grandchildren, pushing them in a stroller, and pulling them in a wagon. All 4 of these parks are within a 10-minute walk of the Prairie Place neighborhood.

[Why does the Village feel a Playground Park in Prairie Place is needed, when there are 4 parks that meet the '10-Minute Walk Time to Village Playground' in the CORP?](#)

The Prairie Place neighborhood is beautifully landscaped with hills, ponds, prairies, paths, and is a habitat to a variety of wildlife and many bird species. *Having a pair of the Great Horned Owl in the neighborhood is unique, as is the Sledding Hill.*

At the September 2, Parks and Recreation Committee meeting, a decision was made to no longer consider the original 2 proposed sites for a Playground at the top of Prairie Place Sledding Hill and the Juniper Ridge Conservancy. During the meeting, a new Playground site was proposed at the bottom of the Prairie Place Sledding Hill, near the Pumphouse.

We would like to express our opposition to a Playground Park at the bottom of Prairie Place Sledding Hill for the following reasons:

- The Sledding Hill in Prairie Place has become very popular and is used by many throughout the Village. The entire area, from the condos to the Pumphouse, is used for sledding. The snow drifts near the Pumphouse, which sets up a curved sledding path, offering a unique sledding experience. Sledgers enjoy the gentle incline and slight rotation near the bottom of the hill. Constructing a Playground on the proposed site would significantly reduce the sledding area and eliminate the unique sledding experience.
- The proposed site is not 'Flat' as was stated. The proposed site has a 2-way stormwater drainage design to move the water down the hill, across the path and flow to the south. During heavy rainfall and when the snow melts, the path has puddles and ice on it. Constructing a Playground on the proposed site would further impede the water drainage and increase water and ice on the path.

- The proposed site is not easily accessible for anyone, other than the residents in Prairie Place and Juniper Ridge. Anyone who drives to use the Playground Park would need to park on Holscher and use the steep path or park on Pine Ridge Way, which is a distance using the path. Parking on Shooting Star Court was suggested during the meeting as an access point. While that may be feasible for the neighborhood residents, as they most likely would walk or bike, it is not a viable access point for anyone who drives to use the Playground Park. There is a safety concern with the potential of additional traffic on Shooting Star Court. This proposed site seems to limit easy access for inclusivity.

Two options were presented during the meeting: The proposed site at the bottom of Prairie Place Sledding Hill near the Pumphouse or do nothing. The decision to do nothing is not a bad thing.

In summary, we enjoy and appreciate the Village parks. We often walk and bike through the Village and frequent the parks with our grandchildren. With adequate playgrounds near Prairie Place, we believe a Playground Park in Prairie Place is not needed, and that the Sledding Hill should be embraced as a unique recreational option in the Village.

We appreciate all the time that you and the committee members give to make the Village a better place.

Thank you,

Lyle and Laurie Morris

6070 Shooting Star Ct

McFarland, WI 53558


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Thursday, October 23, 2025

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Lee Igl, Public Works Director, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding the award of contract for Community Park Phase 2 improvements.

PREVIOUS ACTION:

The Parks & Recreation Committee recommended approval to the Village Board regarding a proposal from Parkitecture for design services related to Community Park Phase 2 in the amount of \$139,896 at their June 4, 2024, meeting.

The Village Board approved a proposal from Parkitecture for design services related to Community Park Phase 2 at their June 10, 2024, meeting.

The Parks and Recreation Committee discussed the improvements for the Phase 2 development at its meeting on November 6, 2024.

The Parks and Recreation Committee reviewed a conceptual proposal for the Phase 2 development at its meeting on March 4, 2025.

The Parks and Recreation Committee recommended approval to the Village Board regarding design and authorizing the project for bid at their May 6, 2025, meeting. The Committee requested the engineer include two alternates for the sun shades and overflow parking as another means to control costs when decided what to do with the contract award.

The Village Board approved the design and authorized the project for bid at their May 13, 2025, meeting.

The Parks and Recreation Committee reviewed the design and advised on the building materials at their meeting on July 1, 2025.

An update was provided to the Parks and Recreation Committee at their meeting on August 5, 2025 and September 2, 2025.

ISSUE SUMMARY:

Community Park Phase 1 started and was completed in 2023. It included digging the well for irrigation, installation of the irrigation system along with grading and seeding all the soccer



fields. The fields will need to continue to grow and mature to be ready to play as soon as the Fall of 2026. Phase 2 of this project began in 2024 with design work leading to the bidding process that was conducted last month.

The following improvements were initially planned for inclusion within Phase 2 of the project:

- Final site work including grading, utilities, and storm sewer improvements.
- Park shelter including restrooms, concessions, gathering space, and related storage areas.
- Parking Lot including paving, curb, and gutter.
- Final landscaping and accessory structures where needed.

The objective of Phase 1 was to rough grade the park to get the field locations settled and allow enough time for grass/turf to properly grow. Phase 2 was to take the next step to construct what is needed within the park to allow for operations of the McFarland Soccer Club to transition from their current location to the new location. These are the most expensive pieces of transition but this does include the key elements to allowing for that transition which are the creation of the parking lot and park shelter. Since the beginning of design we have removed the playground, final surface layer of asphalt, reduced the size of the shelter, deferred site improvements, and made changes to the materials the building is to be constructed with.

Agreements with the McFarland Soccer Club and School District have been finalized, and will be considered as part of the next two items.

Bids were opened on September 10, 2025 with four bids received. They ranged from \$2,785,000 to \$2,945,323. The low bid was from McKee Associates. A letter of recommendation from Parkitecture is attached.

The enclosed packet contains an abbreviated version of the final bid package which included the full design and specifications for the project. The site plan and floor plan layout are included as part of that document that is very large in excess of 630 pages.

Staff is recommending accepting McKee Associates base bid and include the deduct alternate A which changes the copper piping to PEX.

FINANCIAL/BUDGET IMPACT:

Expenses

\$ 975,000	Sitework and mobilization
\$ 1,810,000	Park Shelter
(\$ 11,800)	Alternate bid deduction A1 - PEX water line
\$ 28,000	Well estimate
\$ 65,000	Septic estimate
\$ 149,500	Design/Bidding Services
\$ 45,500	Construction Administration
\$ 273,800	<u>Contingency</u>
\$ 3,335,000	Total Estimated Project Expenses



Revenues

\$2,000,000	2025 Borrowing
\$ 660,000	Use Agreement Revenue (Soccer and District)
\$ 500,000	2025 Parks Fund (Parks Impact Fees)
<u>\$ 175,000</u>	<u>2024 Borrowing (Design)</u>
\$3,335,000	Total Estimated Project Revenues

The project as presented is within the funding plan approved for the 2025 Budget and also as authorized when the project went to design including contingency as might be needed. This holds the net borrowing need for the project in 2025 at \$2 million while also bringing in new revenue sources through the use agreements. The \$660,000 will need to be borrowed by the Village but will be offset by the revenue provided by Soccer at \$25,000 per year and District at \$10,000 per year. Terms of those agreements were for 20 years with the loan terms only applicable for 10. Additionally, these agreements in total provide \$700,000 of income over their life of which our current funding gap is \$660,000. That funding gap could do down based on the need for contingency which then allows some of this contribution to offset the Village's costs operations at the Park. Assuming the project is advanced and occupancy granted next year, we will revisit the allocation of these funds to align with where needed.

While it remains an expensive project, it is in line with the Village's funding plans established through the Budget and CIP that are evaluated annually to be approved by the Village Board. It further fits within the Village's current and desired debt utilization with respect to the impact on the overall borrowing while not requiring additional funds that what is currently identified here.

VILLAGE PLAN REFERENCE:

[Outdoor Recreation and Open Space Plan 2019-2023](#) - One of the key recommendations of this plan was the acquisition of 20-40 acres of land for a future Community Park on the Village's eastside (page 2). The Village acquired the land in 2019 and then established the master plan for its development in 2021. Guidelines for Community Park development are located on Page 13 of this plan.

[McFarland 2020-2030 Strategic Plan](#) - This plan established a goal to "support the development of active and passive recreational amenities that appeal to all age groups and abilities" (Page 10). One of the strategies to achieve this goal as outlined within the plan is to "develop individual park master plans that prioritize future developments, including a new community park" (Page 10). The master plan for this park was completed in the fall of 2021. Annually the Village Board has reviewed this as part of its goals and objectives from year to year, and continues to place an emphasis through the funding adopted for the project.

[2021 William McFarland Park and New Community Park Master Plan \(Appendicies\)](#) - The master plan was created to help chart out future growth of this park. The first phase of implementation was the mass grading as described in this memorandum.

ORDINANCE REFERENCE:

None.



BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to make a recommendation to the Village Board to accept McKee Associates base bid and the alternate bid deduction A1 for a total cost \$2,773,200 and a total project cost of \$3,335,000.

ATTACHMENTS:

1. McFarland Bid Tab
2. McFarland CP PH2 Recommendation
3. 25_0811 McFarland Com Park Ph2 Combined Set

McFarland Community Park - Phase II (#9803996)
 Owner: Village of McFarland
 Solicitor: Parkitecture + Planning
 09/10/2025 02:00 PM CDT

Section	Tit Line	Item	Item Description	UofM	Quantity	Engineer Estimate		McKee Associates Inc		Harmony Construction Management		Joe Daniels Construction Co., Inc.		Advanced Building Corporation	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid							\$2,845,495.00		\$2,785,000.00		\$2,856,527.00		\$2,873,000.00		\$2,945,323.00
		1	Mobilization	LS	1	\$75,000.00	\$75,000.00	\$35,000.00	\$35,000.00	\$37,110.00	\$37,110.00	\$500,000.00	\$500,000.00	\$33,051.00	\$33,051.00
		2	Sitework	LS	1	\$1,030,495.00	\$1,030,495.00	\$940,000.00	\$940,000.00	\$1,122,970.00	\$1,122,970.00	\$1,010,000.00	\$1,010,000.00	\$1,082,669.00	\$1,082,669.00
		3	Community Building	LS	1	\$1,740,000.00	\$1,740,000.00	\$1,810,000.00	\$1,810,000.00	\$1,696,447.00	\$1,696,447.00	\$1,363,000.00	\$1,363,000.00	\$1,829,603.00	\$1,829,603.00
Informational Bid Items															
		I1	Dense Graded Basecourse	TON	100	\$18.00	\$1,800.00	\$25.00	\$2,500.00	\$22.10	\$2,210.00	\$22.00	\$2,200.00	\$21.80	\$2,180.00
		I2	Concrete Pavement - 6" Reinforced	SF	500	\$11.00	\$5,500.00	\$12.00	\$6,000.00	\$11.33	\$5,665.00	\$10.10	\$5,050.00	\$6.81	\$3,405.00
		I3	Concrete Curb and Gutter	LF	50	\$30.00	\$1,500.00	\$50.00	\$2,500.00	\$25.69	\$1,284.50	\$45.00	\$2,250.00	\$49.05	\$2,452.50
		I4	Concrete Pavement - 4"	SF	500	\$8.50	\$4,250.00	\$10.00	\$5,000.00	\$9.17	\$4,585.00	\$8.30	\$4,150.00	\$5.72	\$2,860.00
Alternate Bid Items															
		A1	Plumbing, PEX vs. Copper	LF	1	(\$10,000.00)	(\$10,000.00)	(\$11,800.00)	(\$11,800.00)	(\$12,000.00)	(\$12,000.00)	(\$1.00)	(\$1.00)	(\$7,630.00)	(\$7,630.00)
		A2	Plumbing, Wall Hung Toilets vs. Tank Type	EA	1	(\$8,000.00)	(\$8,000.00)	(\$9,500.00)	(\$9,500.00)	(\$9,000.00)	(\$9,000.00)	(\$500.00)	(\$500.00)	(\$10,900.00)	(\$10,900.00)
		A3	Plumbing, Sensor Flushometer vs. Manual Typ	EA	1	(\$4,000.00)	(\$4,000.00)	(\$4,600.00)	(\$4,600.00)	(\$460.00)	(\$460.00)	(\$400.00)	(\$400.00)	(\$5,450.00)	(\$5,450.00)
		A4	Mechanica, Cooling in Concessions 103	EA	1	(\$6,800.00)	(\$6,800.00)	(\$7,000.00)	(\$7,000.00)	(\$5,569.00)	(\$5,569.00)	(\$7,000.00)	(\$7,000.00)	(\$6,615.00)	(\$6,615.00)
		A5	Electrical, Power Pedestals in Parking Lot	EA	1	(\$5,800.00)	(\$5,800.00)	(\$7,500.00)	(\$7,500.00)	(\$8,950.00)	(\$8,950.00)	(\$2,833.00)	(\$2,833.00)	(\$4,633.00)	(\$4,633.00)
		A6	Electrical, Fans in the Community Room 101	EA	1	(\$6,500.00)	(\$6,500.00)	(\$6,500.00)	(\$6,500.00)	(\$7,500.00)	(\$7,500.00)	(\$3,000.00)	(\$3,000.00)	(\$7,788.00)	(\$7,788.00)

**McFarland Community Park - Phase II
Recommendation of Bid Results**



September 10, 2025

Matt Schuenke
Village Administrator
Village of McFarland
5915 Milwaukee St.,
McFarland, WI 53558

Dear Matt:

This memo is in reference to the bid opening for the Community Park - Phase II that took place Wednesday September 10, at 2:00 PM.

We have reviewed the four bids received and found all to be complete. Bids ranged from \$2,785,000 to \$2,945,323. See the attached bid tabulation for the full itemized results. McKee Associates, Inc submitted the low base bid of \$2,785,000. Several alternate bid items were included as optional cost savings measures. Five of the six deductive alternate bid items pertained to building interior items and one related to removing electrical outlets in the parking lot. Acceptance or rejection of any or all of the individual alternate bid items does not affect which bidder is low bid, it remains McKee Associates. We recommend only accepting the deductive alternate bid item A1: Plumbing, PEX vs. Copper, changing interior plumbing from Copper to PEX for an \$11,800 cost savings.

Our opinion of probable cost for the base bid project was \$2,845,495. The low bid from McKee Associates is approximately \$60,500 below our estimated cost. McKee Associates has built several similar projects recently and is qualified for this project. We have recent project experience working with them, confidence in their abilities to perform the project scope, and we have verified the scope of work and assumptions with them via phone call.

After reviewing the bid and discussions with the Village staff and contractor, it is our opinion that the Village should accept the McKee bid including the deduct alternate A1 (-\$11,800) as received for a total contract amount of **\$2,773,200**.

Please contact me if you have any questions.

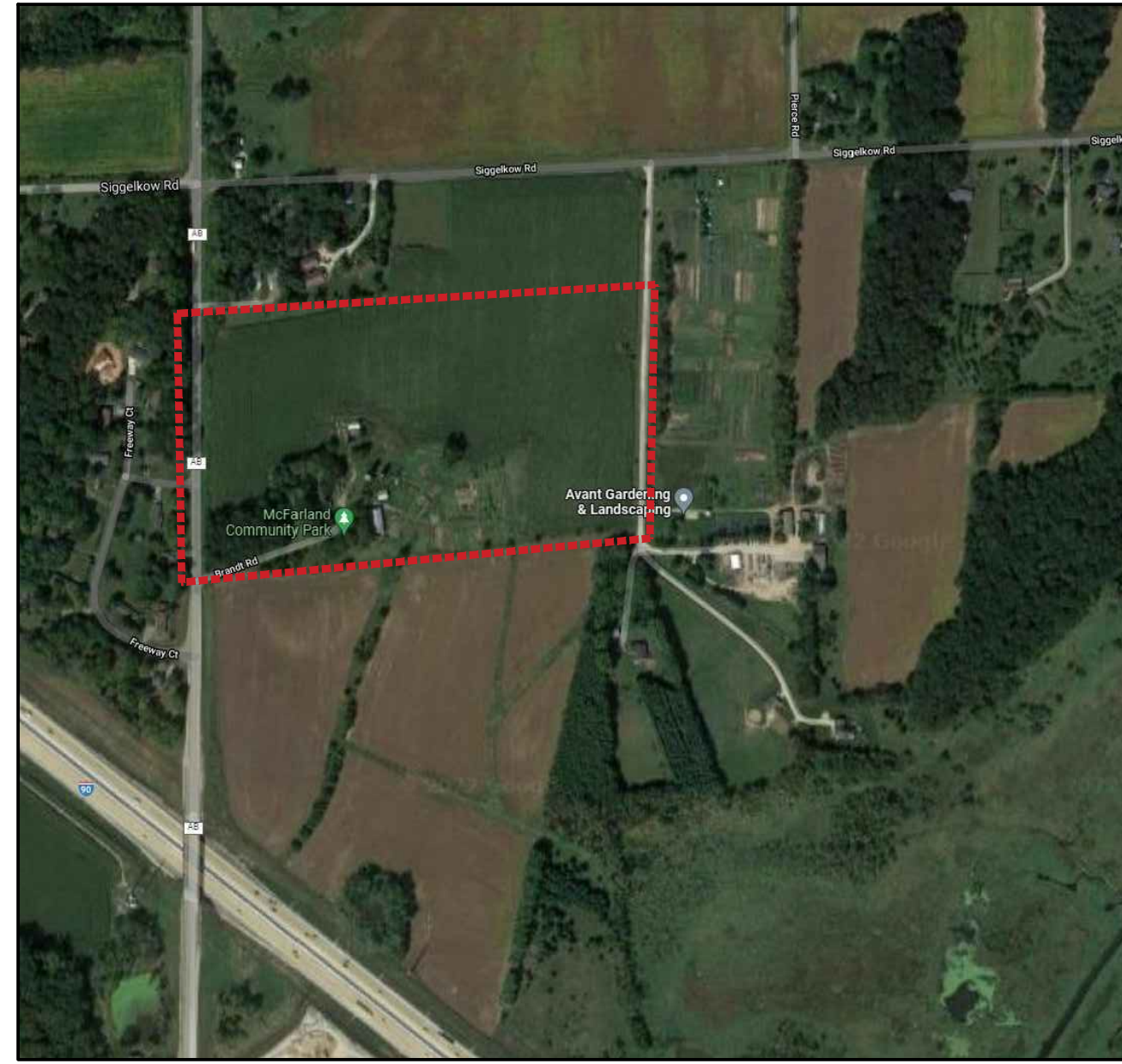
Sincerely,

Blake Theisen, PLA, ASLA
Principal

Parkitecture + Planning
901 Deming Way, Suite 201
Madison, WI 53717

E blake@parkitecture.org
P 608.886.6808

PROJECT LOCATION MAP



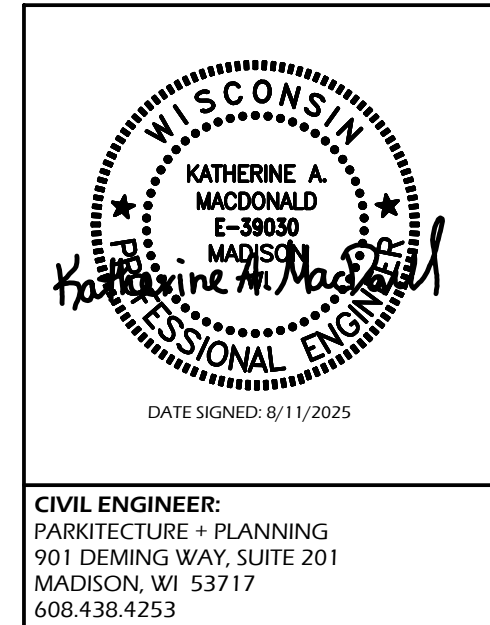
PROJECT ADDRESS: NTS
3234 COUNTY HIGHWAY AB, MCFARLAND, WI 53558

PROJECT MASTERPLAN



NTS

INDEX TO DRAWINGS	
T100	TITLE SHEET
SHEET 1 OF 1	TOPOGRAPHIC SURVEY, PROVIDED BY MSA
	REINDERS OVERALL IRRIGATION PLAN (FOR REFERENCE)
C100	EXISTING CONDITIONS & SITE DEMOLITION PLAN
C120	EXISTING SITE IMAGES
C200	SITE LAYOUT PLAN OVERVIEW
C210	SITE LAYOUT PLAN
C211	SITE LAYOUT PLAN
C212	SITE LAYOUT PLAN
C220	SITE LAYOUT PLAN - BUILDING AREA
C230	SITE LAYOUT PLAN - EAST GRAVEL LOT
C240	SITE LAYOUT PLAN - TRAILS
C290	FIRE ACCESS PLAN
C300	SITE GRADING & UTILITY PLAN OVERVIEW
C301	EROSION CONTROL PLAN
C310	SITE GRADING & UTILITY PLAN
C311	SITE GRADING & UTILITY PLAN
C312	SITE GRADING & UTILITY PLAN
C320	SITE GRADING & UTILITY PLAN - BUILDING AREA
C330	SITE GRADING & UTILITY PLAN - EAST GRAVEL LOT
C340	SITE GRADING PLAN - TRAILS
C500	SITE PHOTOMETRIC PLAN
C501	SITE PHOTOMETRIC PLAN
C502	SITE PHOTOMETRIC NOTES AND SCHEDULE
C800	LANDSCAPE PLAN OVERVIEW
C801	LANDSCAPE PLAN - NORTHWEST
C802	LANDSCAPE PLAN - SOUTHWEST
C803	LANDSCAPE PLAN - SOUTHEAST
C804	LANDSCAPE PLAN - NORTHEAST
C805	LANDSCAPE PLAN PLANT SCHEDULE & DETAILS
C806	SITE RESTORATION PLAN
C900	CONSTRUCTION DETAILS
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS
C904	CONSTRUCTION DETAILS
C905	CONSTRUCTION DETAILS
C906	CONSTRUCTION DETAILS



CIVIL ENGINEER:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 201
MADISON, WI 53717
608.438.4253



LANDSCAPE ARCHITECT:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 201
MADISON, WI 53717
608.886.6808

PROJECT NOTES (NON INCLUSIVE):

ALL BIDDERS SHOULD VISIT THE SITE PRIOR TO SUBMITTING BIDS.

BY OWNER SCOPE:

- WELL DRILLING & WELL MECHANICAL EQUIPMENT (PUMP, CONTROLLER, PRESSURE TANK, WIRING)
- SEPTIC SYSTEM (PERC TEST, DRAIN FIELD, PLUMBING)
- PICNIC TABLES (PROVIDE & INSTALL)
- PROVIDE SALVAGED DONOR PAVERS FOR REINSTALLATION.

SHELTER BUILDING PLANS ARE A SEPARATE PLAN SET

COMMUNITY PARK - PHASE II

VILLAGE OF MCFARLAND

MCFARLAND, WISCONSIN

PROJECT NUMBER 24.029



Project Name:
COMMUNITY PARK - PHASE II
3234 County Highway AB
McFarland, WI 53558

Sheet Title:
TITLE SHEET

Revisions:

Project #: 24.029
Issued For: Bidding
Date: 8/11/2025

Sheet Number:
T100

SPOT GRADE ABBREVIATIONS:

- (XXX.XX) = EXISTING GRADE
- CXXX.XX = PROPOSED CONCRETE
- PXXX.XX = PROPOSED PAVEMENT
- FSXXX.XX = PROPOSED FINISH SURFACE
- RXXX.XX = STRUCTURE RIM
- IEXXX.XX = INVERT ELEVATION
- TOCXXX.XX = TOP OF CURB ELEVATION

UTILITY NOTES:

- THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE A MINIMUM OF 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- STANDARD SPECIFICATIONS: PERFORM ALL WORK IN ACCORDANCE WITH THE PROVISIONS OF:
 - "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN" (WSWS) LATEST EDITION
 - STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (WISDOT) LATEST EDITION
- CONTRACTOR SHALL OBTAIN A CURRENT COPY OF ANY LOCAL MUNICIPAL STANDARD SPECIFICATIONS, PRIOR TO THE START OF CONSTRUCTION.
- ALL UTILITIES SHALL BE INSTALLED WITH TRACER WIRE.
- ALL APPLICATIONS AND FEES FOR SANITARY SEWER AND WATER MUST BE COMPLETED AND PAID PRIOR TO CONNECTION TO SEWER/WATER SYSTEMS.
- CONTRACTOR SHALL PROVIDE 72 HOURS NOTICE TO THE APPROPRIATE UTILITY WHEN WATER OR SANITARY CONNECTION ARE TO BE MADE.
- ANY UTILITY WORK IN THE RIGHT-OF-WAY AND ALL SANITARY SEWER AND WATER CONNECTIONS TO BE INSPECTED BY THE LOCAL UTILITY. NOTIFY 48 HOURS IN ADVANCE OF WORK.

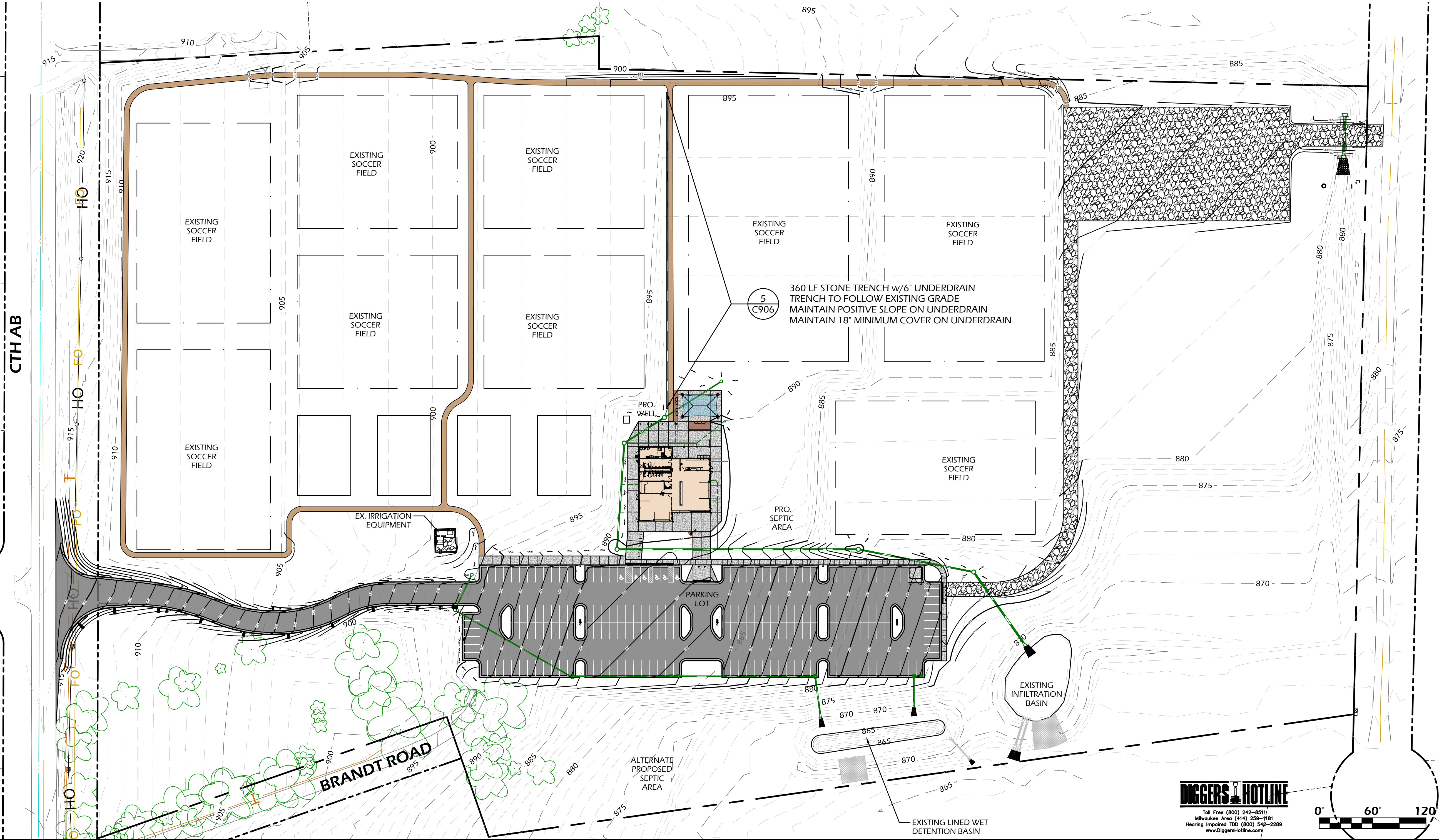
STORM SEWER:

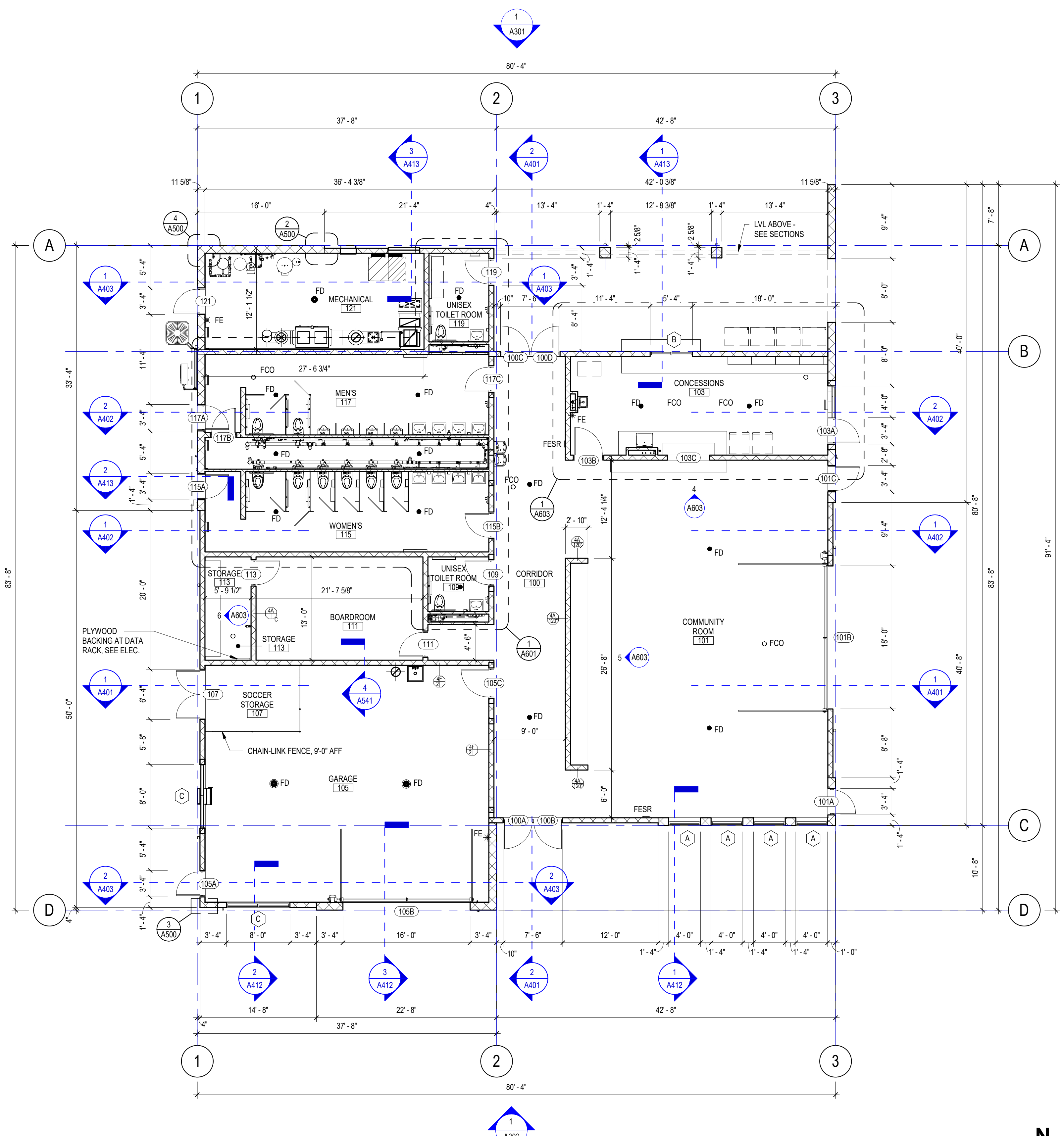
- STORM SEWER OR CULVERTS WITHOUT DESIGNATED PIPE TYPES MAY BE SELECTED FROM THE MATERIALS LISTED IN THE SPECIFICATIONS.
- STORM SEWER SPECIFIED AS RCP SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO THE FOLLOWING SPECIFICATIONS:
 - 12" DIA - CLASS V RCP
 - 15" DIA - CLASS IV RCP
 - 18+" DIA - CLASS III RCP
- STORM SEWER SPECIFIED AS HDPE SHALL BE CORRUGATED HDPE, SMOOTH INTERIOR.
- STORM SEWER SPECIFIED AS PVC SHALL BE SCHEDULE 40 OR SDR 26 PVC. POLYETHYLENE MATERIAL SHALL CONFORM TO ASTM D3350. AN APPROVED RUBBER GASKET JOINT SHALL BE USED FOR EITHER OPTION. JOINTS FOR RCP SHALL CONFORM TO ASTM D-471. JOINTS FOR HDPE SHALL CONFORM TO ASTM F-477.
- ALL APRON ENDWALLS SHALL BE PROVIDED WITH PIPE GRATES (TRASH GUARDS).
- 2" INSULATION MUST BE PROVIDED AT ANY CROSSINGS WITH WATER MAINS OR LATERALS WITH LESS THAN 24 INCHES OF VERTICAL SEPARATION.

SITE GRADING NOTES

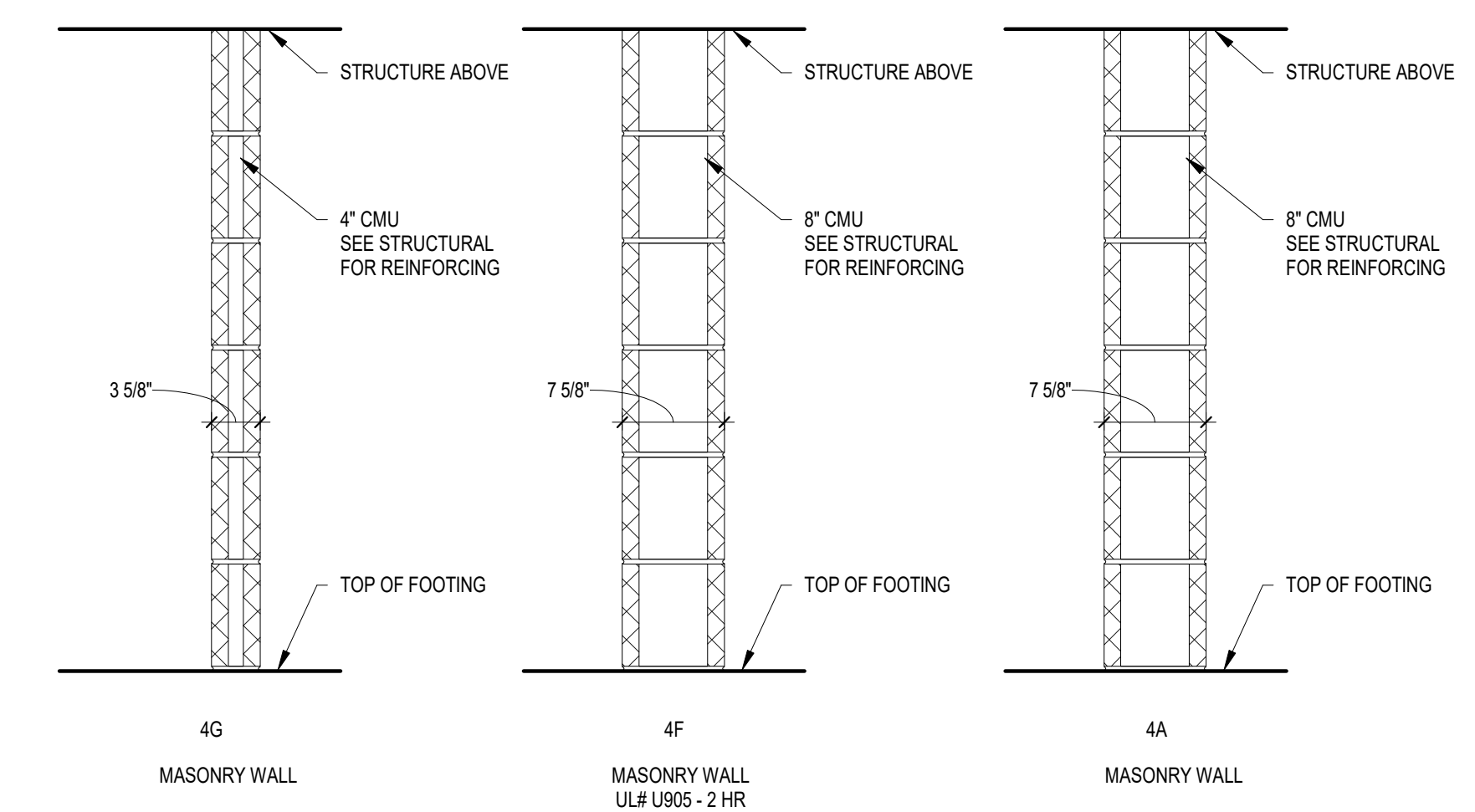
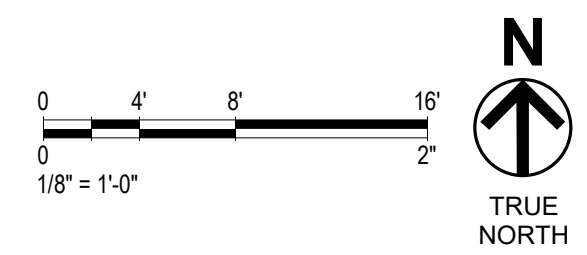
1. ALL BIDDERS SHOULD VISIT THE SITE PRIOR TO SUBMITTING A BID AND REVIEW THE EXISTING CONDITIONS OF THE SITE.
2. CONTACT DIGGER'S HOTLINE A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. THE SITE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES AND THE LOCAL GOVERNING AUTHORITY'S REGULATIONS.
5. PLACE SILT FENCE OR INLET PROTECTION AT ALL PROPOSED AND EXISTING CATCH BASINS, MANHOLES, AND INLETS FOR THE DURATION OF CONSTRUCTION.
6. ALL EXISTING STRUCTURES AND/OR UTILITIES WHICH ARE NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTOUR INTERVAL SHOWN REPRESENTS ONE VERTICAL FOOT AND SHALL BE CONSTRUED AS FINISH GRADE.
8. ALL HARDSCAPE SURFACES SHALL NOT EXCEED 5% RUNNING OR 2% CROSS SLOPES UNLESS OTHERWISE INDICATED.
9. ALL TURF AREAS SHALL MAINTAIN A MINIMUM SLOPE OF 2% UNLESS OTHERWISE INDICATED.
10. PROPOSED PATHS GENERALLY FOLLOW EXISTING FINISH GRADES EXCEPT WHERE PROPOSED CONTOURS DEMONSTRATE FILL CONDITIONS.
11. MATCH TO EXISTING GRADE AT 5:1 MAXIMUM SLOPES BEYOND PROPOSED HARDSCAPE LIMITS EXCEPT WHERE SHOWN OTHERWISE.

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1 FIRST FLOOR PLAN
A201 SCALE: 1/8" = 1'-0"



WALL TYPES
SCALE: NTS

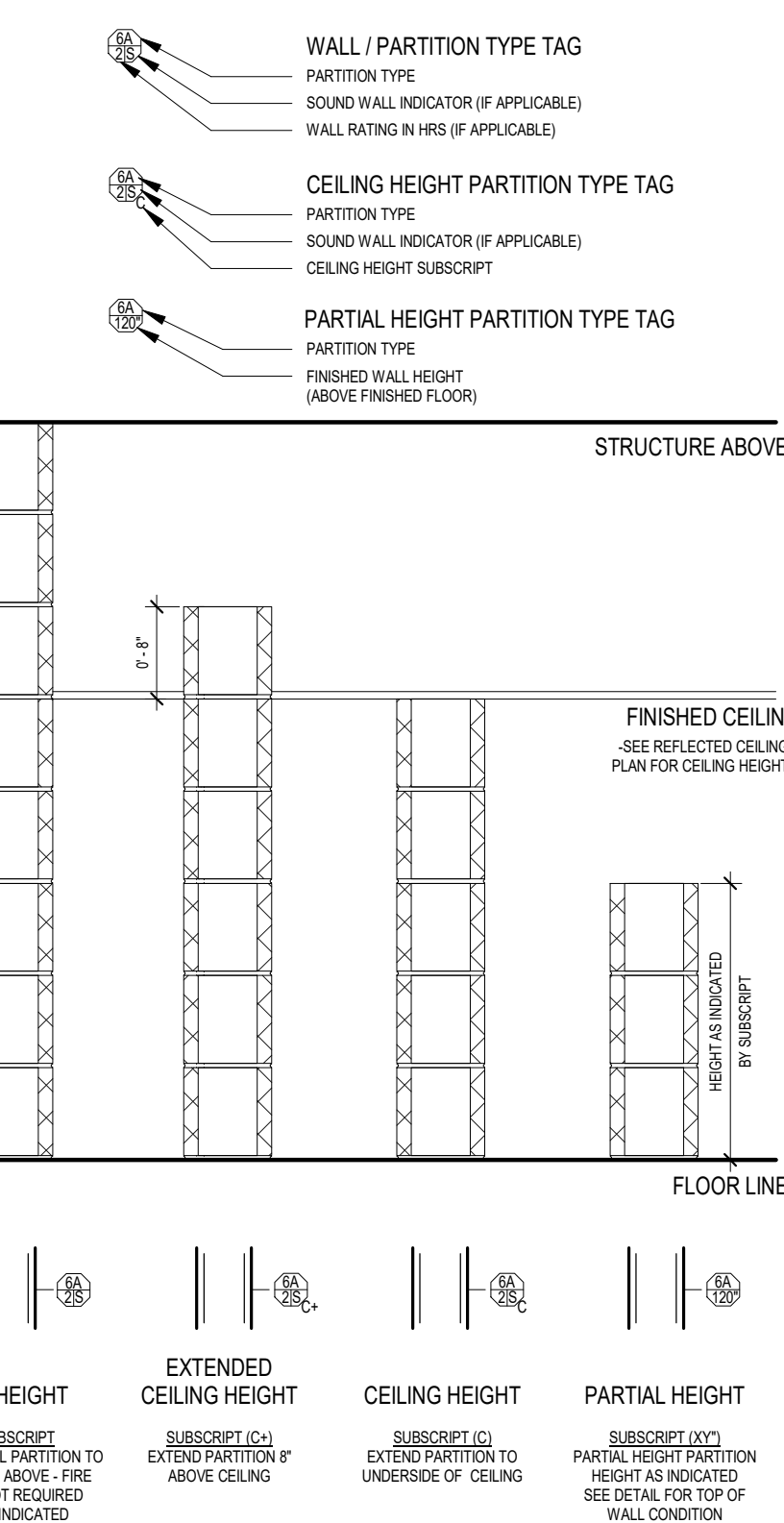
ARCHITECTURAL GENERAL NOTES:

- GENERAL NOTES APPLY TO ALL SHEETS.
- SEE CODE PLAN FOR LOCATION OF WALLS OF FIRE-RESISTIVE CONSTRUCTION. ALL WALLS OF FIRE-RESISTIVE CONSTRUCTION SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE.
 - ALL EXTERIOR DIMENSIONS TO WALL CONSTRUCTION ARE TO FACE OF FOUNDATION, CMU OR SHEATHING TYPICAL UNLESS NOTED OTHERWISE.
 - ALL INTERIOR DIMENSIONS TO WALL CONSTRUCTION ARE TO FACE OF CMU, TYPICAL.
 - DIMENSIONS FOR DOOR AND WINDOW OPENINGS ARE TO MASONRY OPENING.
 - HOLLOW METAL DOOR ROUGH OPENINGS ARE INDICATED DOOR WIDTH PLUS 2" FRAME EACH SIDE.
 - WALL TYPES SHALL BE DESIGNATED ON FLOOR PLANS. SEE SHEET A201 FOR WALL TYPES AND GENERAL NOTES.
 - EXTERIOR WINDOWS, STOREFRONT, AND CURTAIN WALLS SHALL BE DESIGNATED ON FLOOR PLANS. SEE SHEET A522 & A523 FOR DETAILS.

WALL TYPE GENERAL NOTES:

- REFER TO INTERIOR FINISH PLANS/SCHEDULE FOR ADDITIONAL WALL FINISHES
- ALL PENETRATIONS THROUGH WALL SHALL BE SEALED BY INSTALLING CONTRACTOR

PARTITION TAG LEGEND:



PARKITECTURE + PLANNING
901 Deming Way, Suite 201
Madison, WI 53717
608.886.6806

ICONICA
901 Deming Way / Madison, WI 53717
PH: 608.886.3500 / FX: 608.669.3535
iconicadetroit.com

Project Name: **MCFARLAND COMMUNITY PARK PAVILION**
3234 COUNTY HWY AB
MCFARLAND, WI 53558

Sheet Title: **FIRST FLOOR PLAN**

Issue	Description	Date

Project #: **20240370**
Issue: **BIDDING**
Date: **08/11/2025**

Sheet Number
A201


McFarland
SUMMARY SHEET

MEETING DATE: Thursday, October 23, 2025

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding a use agreement at Community Park with the McFarland Soccer Club.

PREVIOUS ACTION:

The Parks and Recreation Committee reviewed the draft of the agreement at its meeting on September 2, 2025.

ISSUE SUMMARY:

Following up from our last meeting, enclosed is the final draft for the proposed use agreement with the McFarland Soccer Club at the new Community Park. The intention of the agreement is to outline obligations of both parties with respect to their use of the park space to operate soccer programming. The Club currently operates at McFarland Park. The field layout for the Community Park was developed with their input and the shelter proposed is of a similar size to what is currently used at that location. Their use of the park is typically for practices during the week and then games on the weekend with a spring and fall tournament. The agreement outlines the Club's obligations for dedicated use of the park including what's required for accessing the fields, shelter, and parking. This also lists the Village's obligation to maintain the fields and surrounding areas in working order. In return for this, the Club is agreeable to a fee of \$25,000 per year for a period of 20 years which will provide for revenue to offset expenses of both capital and operational costs.

Assuming the recommendation for the contract award advances in the preceding agenda item, then the corresponding action would be to recommend approval of this agreement to align with improvements moving forward within Community Park.

FINANCIAL/BUDGET IMPACT:

Total cost for the project remains estimated at \$3,335,000. We have previously earmarked \$2,675,000 creating a funding gap of approximately \$675,000. The additional funding created by these use agreements helps to fill the funding gap overtime in order to advance the project through the \$700,000 generated. The Village has borrowed the money for the project and the payments made for the use agreements would be applied to the debt service annually helping to reduce the burden on the tax levy paid by residents.

VILLAGE PLAN REFERENCE:

None.



ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to recommend approval to the Village Board regarding a use agreement at Community Park with the McFarland Soccer Club.

ATTACHMENTS:

1. McFarland SC Community Park Use Agreement 10162025 mgs

**Use Agreement Between
the Village of McFarland
and the McFarland Soccer Club**

This agreement is between the Village of McFarland ("**Village**") and the McFarland Soccer Club ("**Club**").

WHEREAS, the principal purpose of the Club is to organize and promote soccer for youth residing in the McFarland School District. The Club is dedicated to providing a fun, recreational activity for all youth of McFarland and strives to provide a positive soccer experience that enhances player's self-esteem, confidence, and personal pride while promoting the qualities of good sportsmanship, cooperation, teamwork, respect for others, and discipline;

WHEREAS, the principal purpose of the Village is as an incorporated municipality organized under the laws for the State of Wisconsin to provide an array of services to the public within the Community as directed by the Village Board. Within those services the Village maintains a system of parks that provide for different recreational amenities including soccer fields with associated improvements to support this use. The McFarland Community Park is established at 3234 County Highway AB, McFarland, WI 53558 and is in the process of being constructed to support recreational opportunities in the Village;

WHEREAS, the Club and Village desire to transition the Club's operations from their current location at William McFarland Park to the Community Park pending completion of the final improvements at the new location;

WHEREAS, the Village has initiated and completed Phase 1 of development of Community Park to conduct mass/rough grading, install turf grass, create adjacent stormwater improvements, and install irrigation system to begin establishment of the soccer fields. The Village has initiated and intends to complete Phase 2 of the development of Community Park to construct a park shelter facility, adjoining parking lot, and other supporting improvements;

WHEREAS, the Club and Village held two agreements at the former location to address construction of the park shelter within William McFarland Park as a Club project and then later an operations agreement to address ongoing maintenance obligations by both parties of the surrounding fields. This agreement is meant to replace these two former agreements for the new location with the former agreements being in no further effect; and

WHEREAS, the parties intend to enter into this agreement to more clearly define their respective obligations with regard to the Club's dedicated use of Community Park as defined within this agreement and its ongoing maintenance.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following terms and conditions:

Article I – Status of the Club

At the outset and throughout the term of this agreement, the Club shall:

- 1.1 Incorporate and remain incorporated as a legal entity under Chapter 181, of the Wisconsin Statutes.
- 1.2 Maintain a current registration with the State of Wisconsin Department of Financial Institutions, or successor office.
- 1.3 Take all actions necessary to maintain its certification as a tax-exempt entity under Sec. 501(c)(3) of the United States Internal Revenue Code.
- 1.4 Supply to the Village written verification of the Club's compliance with this Article, within 30 days of the Village's request for such documentation.

Article II – Club Obligations

The Club shall:

- 2.1 Be granted permission to use the Community Park for the purposes to support their operations as provided in this agreement. This will include the soccer fields as delineated, Community Park Shelter (“Facility”), parking lot, overflow parking lot, and adjoining green space for parking overflow (if feasible). Such use shall conform with applicable Village ordinances, State, and Federal laws. Use may not be extended or assigned by the Club to other users that fall outside the operations of the Club.
- 2.2 Pay the Village an annual fee in the amount of \$25,000 for the dedicated use of the above described premises. The fee is established between the parties to account for the Club’s ability to exclusively operate within the premises while offsetting the Village’s capital and operational investment to create and maintain the asset. The Club will make payment annually on or before October 1st of each year beginning the calendar year following the year in which occupancy is first granted.
- 2.3 Provide the Village a detailed schedule of dates and times prior to the beginning of each season that Village facilities are to be used for their operations in accordance with Chapter 2 regarding Village Parks and Recreation Facility Policy. The detailed schedule will be provided as of January 1st each year.
 - a) The Club will need to request permission for use within the Community Park if the requested use falls outside of the dates and times submitted with the detailed schedule.
- 2.4 Assure that upon completion of each use of the Facility, the Facility is restored to the condition it was in immediately prior to such use, reasonable wear and tear excepted, including:
 - a) All food products shall be kept within the Concession Room within the facility. Non-perishable food items will be stored in lockable cabinets provided by the Village within the Concession Room. Perishable food items should be kept in the refrigerator or freezer provided by the Village in the Concession Room. All food products will be removed at the conclusion of each season.
 - b) Maintain compliance with all fire codes under direction of the Fire and Rescue Department including but not limited to maintaining clear paths for ingress and egress and removing all propane tanks, other fuel from the Facility and storing them in a manner consistent with applicable fire codes;

- c) Removing from the premises after each use of the Facility any alcohol or fermented malt beverages and preventing access at all times by the general public unless a license has been approved for sale by the Village;
 - d) All appliances and equipment within the Facility shall be kept reasonably clean and free from food residue and in proper working order and condition;
 - e) All cooking appliances and equipment, and all lighting fixtures shall be turned off; and
 - f) All exterior doors to the Facility are securely locked.
- 2.5 Responsibility for damage caused to the Facility by Club operations to be repaired by the Village through its Staff or Contractors paid at the expense of the Club.
- 2.6 The Club shall be responsible for with all food preparation requirements in order to operate a concession stand under the authority of Public Health Madison and Dane County.
- 2.7 Line field dimensions according to Club and/or playing standards for the fields to be utilized.
- 2.8 Conduct mowing and string trimming in and around goals to limit overgrowth of vegetation.
- 2.9 Have the ability to coordinate and schedule utilization of the former location at William McFarland Park until such time that an off-street pedestrian trail has been constructed connecting the Village's existing off-street trail network to the new Community Park. Such use is to be approved in advance at the discretion of the Village.

Article III – Village Obligations

The Village shall:

- 3.1 Complete or cause to be completed soil aeration of playing surfaces typically within the Fall of each year.
- 3.2 Apply fertilizer and a broadleaf herbicide to the playing surfaces once within each Spring and Fall seasons in accordance with Chapter 3 regarding Village Vegetation Management Use Policy. The Village will provide advance notice for this application and once completed the fields will be inaccessible for 24 hours from application.
- 3.3 Mow the playing surfaces at least weekly during the growing season and twice during the week immediately prior to a scheduled tournament. The Village shall determine the mowing height in its sole discretion based on weather and other factors with the goal of avoiding damage to the long term health and functionality of the playing surfaces.
- 3.4 Water playing surfaces through the installed irrigation system according to a set schedule, in its sole discretion. The Village shall have discretion in scheduling watering activities while coordinating with the Club to address drought conditions, upcoming tournaments, or as is needed.
- 3.5 Clean public accessible areas of the Facility on a daily basis and restocking necessary supplies for the use of these areas. Additional more frequent cleaning and supply provisions shall be the responsibility of the Club during scheduled tournaments.

Article IV – Miscellaneous Provisions

- 4.1 This agreement shall be governed by the laws of the State of Wisconsin.
- 4.2 This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Nothing in this Agreement is intended, nor shall be construed, to provide any benefit or rights to any third party not a party to this agreement. No party shall assign this agreement without the written consent of all other parties.
- 4.3 This agreement is intended to take effect and replace the February 26, 2018 Agreement and the September 10, 2024 Agreement between the parties upon permitted occupancy for the new location at the Community Park. Occupancy shall be permitted by the Community and Economic Development Department and Fire and Rescue Department at the determined conclusion of the project. Utilization of Community Park by the Public will not commence until occupancy has been granted. This agreement shall supersede any and all prior negotiations, representations or agreements, either written or oral between the parties dealing with the specific subject matter hereof. This agreement may only be amended by written instrument signed by all parties.
 - a) Upon termination of the February 26, 2018 Agreement, the Village will forgive and/or pay off remaining debt obligations of the Club associated with the construction of the park shelter facility located at William McFarland Park.
- 4.4 Village will notify designated Club members regarding shared use of the storage portion of the facility where applicable.
- 4.5 All signage for advertising shall conform to Section 44-20(d) of the McFarland Municipal Code regarding “Bill Posting”. The requirements are as follows: “No person shall post, paste, fasten, paint, or attach any placard, bill, notice, sign or advertising matter upon any structure, tree, or other natural object in any park, except park regulations and other signs authorized by the Parks and Recreation Committee.
- 4.6 It is understood and accepted between both parties that there are future phases of Community Park that will require planning, design, and construction before those improvements can be utilized. Those areas likely extend use beyond that of what is needed for Soccer and require shared use of improvements where applicable. The Village will coordinate these efforts with the Club and bring forward these improvements so as not to conflict with the Club’s operations.

- 4.7 It is understood and accepted between both parties that the Village may allow other use within the amenities for the Community Park when additional use does not conflict with the Club's operations. Additional use will be determined by the Village in line with Chapter 2 regarding Village Parks and Recreation Facility Policy. Village will coordinate with the Club as additional use may be considered.
- 4.8 Both parties will work cooperatively to plan repairs for small turf areas within high traffic areas on a regular basis with supplies (i.e. dirt, seed, etc.) provided by the Village.

Article V - Indemnification

- 5.1 To the fullest extent permitted by law, the Club and its contractor shall indemnify and hold harmless the Village, their employees, elected officials, board members, and consultants from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting from such occurrence, but only to the extent caused in whole or in part by intentional or negligent acts or omissions of the Club or its contractors, anyone directly or indirectly employed by the Club or its contractors or anyone for whose acts the Club or its contractors may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- 5.2 In claims against any person or entity indemnified under this article by anyone directly or indirectly employed by the Club or its contractors or anyone for whose acts the Club or its contractors may be liable, the indemnification obligation under this article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Club or its contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

Article VI – Dispute Resolution

- 6.1 Claims, disputes or other matters in question between the parties to this agreement arising out of or relating to the agreement or breach thereof shall be first subject to mediation, prior to filing a lawsuit in a court of appropriate jurisdiction.
- 6.2 Demand for mediation shall be filed in writing with the other party. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties shall mutually agree upon a mediator to assist the parties in the mediation process.
- 6.3 Mediation shall be a prerequisite to either party commencing legal action, provided, however, that: (a) if the parties are unable to reach agreement on the appointment of a mediator within 60 days after a request for mediation is made, or (b) the applicable statute of limitations would run prior to the anticipated completion of mediation, then either party may commence a legal action, but both parties shall stipulate to court-ordered mediation prior to the conduct of any discovery or other proceedings in such action.

Article VII – Insurance Requirements

7.1 The Club acknowledges and agrees that it shall be solely responsible for the safety of its programs and operations. The Club shall maintain at all times while this agreement is in effect one or more policies of commercial general liability insurance written on an occurrence basis with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence, naming the Village as an additional insured. Said insurance shall be primary and noncontributory and include a waiver of subrogation in favor of the Village. The Club shall provide the Village with a certificate of insurance evidencing the required coverage prior to its first use of the Village property pursuant to this agreement, and upon each renewal. The certificate shall be accompanied by a copy of the policy provisions or endorsement providing the additional insured coverage for the Village and shall be in a form approved by the Village Attorney.

Article VIII – Termination of Agreement

8.1 This agreement may be terminated by any party upon twelve (12) months written notice to the other parties hereto should any party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

Article IX – Term

9.1 The term of this agreement shall be for twenty (20) years. Both parties may initiate a process to amend this use agreement; however, amendments require mutual agreement between the parties to be enacted. At least every five (5) years the parties may evaluate and reassess terms including fee as might be mutually agreeable.

Article X – Notices

10.1 Notices required to be given under this Agreement shall be given as follows:

To the Village of McFarland:

Village of McFarland
Attn: Public Works Director
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558-0110

To the McFarland Soccer Club:

McFarland Soccer Club
Attn: Club President
PO Box 73
McFarland, WI 53558

This Agreement entered into this XX day of XXXX, 2025.

VILLAGE OF McFARLAND

MCFARLAND SOCCER CLUB

Stephanie Brassington
Village President

Katie Cappozzo
Club President

Cassandra Suettinger
Deputy Administrator/Clerk

Christine Buentello
Club Secretary/Volunteer Coordinator

APPROVED AS TO FORM:

Allen D. Reuter
Village Attorney



**VILLAGE OF
McFarland
SUMMARY SHEET**

MEETING DATE: Thursday, October 23, 2025

SECTION: Business

DEPARTMENT: Public Works

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding a use agreement at Community Park with the School District of McFarland.

PREVIOUS ACTION:

The Parks and Recreation Committee reviewed the draft of the agreement at its meeting on September 2, 2025.

ISSUE SUMMARY:

Following up from our last meeting, enclosed is the final draft for the proposed use agreement with the McFarland School District at the new Community Park. The current cross country team through the District does not currently have a home course where they host meets. This site is large enough where in partnership with the adjoining property owned by the District a cross country course could be constructed. Along with the facility and parking available, this is a location that was identified within the master planning that could provide this opportunity.

The creation of the trail for cross country could be used year round for cross country skiing or snow shoeing also as a secondary activity on this site again taking advantage of the shelter being able to be accessed year round. Current activities for this are more informal within the current system compared to having a dedicated trail, route. The shelter also can provide for additional recreation programs for youth and adults year round also helping to provide additional opportunity. In return for this, the District is agreeable to a fee of \$10,000 per year for a period of 20 years which will provide for revenue to offset expenses of both capital and operational costs.

Assuming the recommendation for the contract award advances in the preceding agenda item, then the corresponding action would be to recommend approval of this agreement to align with improvements moving forward within Community Park.

FINANCIAL/BUDGET IMPACT:

Total cost for the project remains estimated at \$3,335,000. We have previously earmarked \$2,675,000 creating a funding gap of approximately \$675,000. The additional funding creating by these use agreements helps to fill the funding gap overtime in order to advance the project through the \$700,000 generated. The Village has borrowed the money for the project and the payments made for the use agreements would be applied to the debt service annually helping to reduce the burden on the tax levy paid by residents.

VILLAGE PLAN REFERENCE:



None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended Action:

Motion, second to recommend approval to the Village Board regarding a use agreement at Community Park with the McFarland School District.

ATTACHMENTS:

1. School District Community Park Use Agreement 10162025 mgs

**Agreement Between
the Village of McFarland
and the School District of McFarland**

This Agreement, dated as of _____, 2025, is entered into by and between the Village of McFarland, a Wisconsin municipal corporation (the "Village"), and School District of McFarland, a common school district (the "District").and made effective on this ___ day of _____ 2025, by and between the McFarland School District (the "District") and Village of McFarland (the "Village").

RECITALS

WHEREAS, the District is classified as a common public school district under Wisconsin law, organized for the sole purpose of providing public education, athletics, recreation, and other extra-curricular activities to enrolled students and public at large as applicable. The District is governed by the Board of Education (the "District Board");

WHEREAS, the District does not currently rent facilities or athletic grounds from the Village for athletics, recreation, and other extra-curricular activities, but would like to do so under the terms of this Agreement;

WHEREAS, the Village is the owner of certain real property in the Village of McFarland located at 3234 County Highway AB, McFarland, Wisconsin, legally described as Lot 2 CSM 15350. This property is being developed by the Village as its Community Park whereby athletic fields, park shelter, parking lot, and other support structures are to be constructed (the "Park"). The Park is depicted within Exhibit A;

WHEREAS, the District and the Village wish to jointly plan for the inclusion of cross country athletics, recreational programming, and other related activities within the Park;

WHEREAS, the Village completed Phase 1 in 2023 to construct the athletic fields and has awarded contract to begin construction of Phase 2 in 2025 for completion in 2026 of a park shelter, parking lot, and other support amenities that could support the District's desired use within the Park;

WHEREAS, this agreement is prepared for consideration by both the District and Village to outline the terms of use within the Park for the activities and programs desired.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants herein contained, and the exhibits attached hereto, the parties agree as follows:

SECTION 1 COMPLETION OF FACILITIES

The Village shall contract for the construction of a park shelter, parking lot, and support amenities necessary for the completion of Phase 2 Improvements in accordance with Exhibit A at its sole expense and discretion to complete. The improvements are to be substantially completed on or before December 1, 2026.

SECTION 2 UTILIZATION FEE

The District agrees to pay \$10,000 annually to the Village for the dedicated use of the Park. The District will make payment annually on or before October 1st of each year beginning the year following when occupancy is granted. Dedicated use of the Park by the District is defined under Section 5 of this agreement.

SECTION 3 TERM

The Term of this Agreement shall be twenty (20) years from the Effective Date (“Term”). Unless either party notifies the other prior to the beginning of the twentieth (20th) year of this Agreement that they choose not to renew this Agreement, this Agreement shall automatically renew for 1 year with the then current boards in place for both entities to determine an appropriate annual payment.

SECTION 4 APPROVAL

This Agreement is not valid unless approved by both the District’s Board of Education and the Village’s Board of Trustees.

SECTION 5 DEDICATED USE

The District may use the Park to develop a cross country course outside of the established athletic fields in order to host competitions and practices as scheduled. Additionally, the District may use the park shelter and parking lot to support operations of the cross country course as well as Community programming provided through the McFarland Recreation Aquatics and Play (MRAP). Programs provided by MRAP are generally designed for adult community programming and non-student (toddlers) users subject to approval by the Village. Scheduling would be required at a minimum of 3 months of advance notice from the District to the Village. The annual anticipated use would be around 36 weeks per year around 6 hours per week of use during that time. Time outside of this may be subject to additional fees for District utilization. The District agrees to work with the Village to minimize scheduling conflicts with other Park users to ensure equitable access for all participants. The Village maintains discretion to make final decisions to resolve scheduling conflicts.

SECTION 6 OPERATION AND MAINTENANCE

6.1 Maintenance. The Village shall maintain the Park in a manner consistent with the standards of maintenance employed by the Village at all other Village parks open to the public. Such maintenance shall include, but not be limited to lawn mowing, fertilization and weed control, trash and litter removal, and the inspection, repair and replacement of buildings and equipment. Maintenance standards that equal or exceed those employed by the District for comparable District facilities shall be deemed presumptively reasonable. The District agrees to partner with the Village and make available space for trail development on the adjoining property owned by the District to ensure trail connectivity for the cross-country course. The District will further monitor and evaluate the cross country course before, during, and after use to conduct small turf repairs within the area of the established cross country course where applicable with materials supplied by the Village as needed.

6.2 Operation. The Village shall keep the Park open during reasonable hours and times of year to the general public for normal recreational activities subject to reasonable rules and regulations adopted by the Village from time to time with respect to hours of operation, prohibition or restrictions on certain uses which may cause unreasonable damage or wear to the Park or create unreasonable disturbances to the public or the Village's mission. The District shall also return use of the facility within the Park to the condition it was provided. Notwithstanding the foregoing, the parties acknowledge that the Park may be used as part of the Village's park amenities and the Village may temporarily exclude the general public from those areas of the Park needed for those purposes while in progress.

**SECTION 7
MISCELLANEOUS**

7.1 Indemnification and Hold Harmless. Except for damage or injury caused by the willful or negligent act or omission of Village, its agents, volunteers, or employees, District will indemnify, defend and hold Village, its agents and employees harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Village or which Village may pay or incur by reason of the use, occupancy and enjoyment of the Property by District, its agents or employees acting within the scope of their employment or agency. Nothing contained within this agreement is intended to be a waiver or estoppel of the District or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the District or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7.2 Insurance. The Village shall maintain liability and property insurance covering the Property consistent with the coverages and policy limits held by the Village for its existing facilities and public spaces.

7.3 Successors and Assigns. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the Village and the District and any permitted assignee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7.4 Notices. Any Notice pursuant to the terms and conditions of this Agreement shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective parties may add or substitute by written notice):

To Village: Village of McFarland
5915 Milwaukee Street, PO Box 110
Telephone: 608-838-3153 McFarland, WI 53558
Email: Matt.Schuenke@mcfarland.wi.us
Attention: Matt Schuenke, Village Administrator

To District: McFarland School District
Address: 5101 Farwell Street
McFarland, WI 53558
Telephone: 608.838.4520
Email: mahonej@mcfsd.org
Attention: Jeff Mahoney, Director of Business

7.5 Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement and is hereby waived.

7.6 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 4.4 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination (“Dispute”) shall first be submitted for resolution in accordance with the provisions of this Section 4.4. Any Dispute shall first be referred to the chief administrative officer of each party for informal resolution. Any dispute that cannot be resolved between the administrative officers within ten (10) calendar days, or in the case of payment disputes five (5) calendar days, after receipt by each thereof of notice of such Dispute shall be referred to the president of the governing body of each party for resolution. If the parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then either party may avail itself of any process, including court action, to enforce any right or remedy available to it at law or in equity.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

7.8 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the parties are not substantially impaired, and provided further, that the parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of replacing them

with alternative provisions which meet legal requirements and carry out the intent of the parties to the extent practicable.

7.9 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the District and the Village with respect to the development and use of the Park, and supersedes all prior discussions, understandings or agreements, whether written or oral, between the parties relating to the subject matter hereof.

7.10 Headings and Captions. The headings and captions in this Agreement are intended for reference only, do not form a part of this Agreement, and will not be considered in construing this Agreement.

7.11 No Joint Venture. Each party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party or to create a joint venture, partnership, agency or any relationship between the parties. The obligations of the District and the Village hereunder are individual and neither collective nor joint in nature.

7.12 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

7.13 No Third-party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit or right of enforcement for, any person not a party to this Agreement.

7.14 Further Assurances. From time to time and at any time at and after the execution of the Agreement, each party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

7.15 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner. In any instance when Village's consent or approval is required under this Agreement, such consent shall not be unreasonably withheld.

7.16 Recording. Either party may record a memorandum with the Office of the Register of Deeds for Dane County providing public notice of this Agreement.

IN WITNESS WHEREOF, the Village and the District, acting through their duly authorized representatives, have executed this Agreement.

Signatures to follow on next page.

VILLAGE OF MCFARLAND

MCFARLAND SCHOOL DISTRICT

By: _____
Stephanie Brassington
Village President

By: _____
Meghan Fessler
Board President

Attest:

Attest:

Cassandra Suettinger
Deputy Administrator/Clerk

Bruce Fischer
School Board Clerk

EXHIBIT A

ADD SITE PLAN TO SERVE AS MAP OF PROPERTY