

Tuesday, November 4, 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](mailto: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 October 23, 2025, Parks & Recreation Committee meeting.

## 4. BUSINESS.

- a. Presentation by McFarland Youth Baseball Organization.
- 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.
- e. Discussion and action to make a recommendation to the Village Board regarding updates to Appendix A of the Village's ordinance.

5. SCHEDULE NEXT MEETING DATE.

- a. Tuesday, December 2, 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](mailto: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**

*Thursday, October 23, 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](mailto: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.*

Lori Wisnicky, 5502 Osborn Dr, spoke on behalf of Friends of McFarland Parks about their upcoming fundraiser event on Thursday, November 30th from 6:30 to 8:00 PM being held at the village's Municipal Center.

**3. APPROVAL OF MINUTES.**

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

Motion by Trustee Fessler, seconded by Kuba, to approve the minutes of the September 2, 2025, Parks & Recreation Committee meeting. Motion carries 6 - 0 - 0.

**4. BUSINESS.**

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

Igl provided an overview of the meetings in which Prairie Place Park was discussed, along with the public information meeting that was held. Igl explained that two

locations were previously presented for the park, but a third location was identified after the two locations were deemed not recommended locations. Igl presented an overview of the proposed playground equipment for the park that would be located near the village's lift station 5 on Holscher Road.

Blake Theisen of Parkitecture provided an explanation regarding the spinner park equipment which would be within the pipeline's easement and may need to be moved if required by the pipeline due to an emergency. Theisen also commented that the park border was previously planned to be concrete but now is planned to be plastic landscape timbers.

- Iwansky asked how the sledding hill would be impacted by this park location. Theisen stated the park would not be within the sledding hill zone.
- Trustee Fessler asked if the shade structure would be removed during winter. Larson stated the structure would be removed.
- Trustee Fessler asked if there would be additional maintenance by switching to plastic landscape timbers. Larson explained the timbers would be at ground level and would not result in additional maintenance.
- Lancaster asked about the accessibility of the park. Theisen explained that the surfacing meets ADA standards.
- Trustee Fessler asked about the entrance to the playground area. Theisen explained there would be a slight grade change from the pathway to the playground area, but it would be within ADA guidelines.
- Trustee Fessler inquired about the accessibility of the park from the street. Theisen explained that while the access from Holscher is steeper, access could be gained by the path along the park area or access from Shooting Star Court.
- Trustee Fessler inquired about concerns related to additional run-off. Theisen explained there should not be additional run-off.
- Lancaster asked if it would be easy to remove the spinner equipment in the event the pipeline would need it to move temporarily. Igl and Larson explained the spinner could be easily removed, but it would require a bit more work for installation.

Motion by Trustee Fessler, seconded by Lancaster, 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. Motion carries 6 - 0 - 0.

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

Igl provided an overview of the bid results and stated that the low bidder was McKee Associates. Igl explained that staff are recommending that alternate one is accepted which changes the piping from copper to PEX at the shelter.

- Kuba asked for additional information related to the alternative bid items. Theisen provided a brief overview of the six alternates that were included in the bid package.

- Trustee Fessler asked if the plan is to include components in the parking lot if, in the future, vehicle chargers are installed. Theisen stated that accommodations in the parking lot are being made for possible future chargers.
- Iwansky asked for clarification on the alternates in the bid package. Igl explained that if an alternate was selected it would be a reduction to the project cost. Trustee Fessler explained that alternates are not provided by bidders but presented in the bid package for possible reductions in costs.

Motion by Trustee Fessler, seconded by Trustee Leamy, to table the business item of the award of contract for Community Park Phase 2 improvements to a future Parks and Recreation Committee meeting. Motion carries 6 - 0 - 0.

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

Schuenke provided an overview of the use agreement with McFarland Soccer Club for their use of Community Park. Schuenke explained that the agreement is based on a similar agreement from William McFarland Park and helps to close the funding gap for the project.

- Trustee Fessler asked if there are any major changes since the previous draft version was presented to the committee in September. Schuenke stated no major changes have occurred.

Motion by Trustee Fessler, seconded by Trustee Leamy, to table the business item of a use agreement for Community Park with McFarland Soccer Club to a future Parks and Recreation Committee meeting. Motion carries 6 - 0 - 0.

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.

Schuenke provided an overview of the use agreement with McFarland School District for their use of Community Park. Schuenke explained that the agreement outlines the district's use of the park for their home cross-country course along with their use of the shelter for informal recreational programming.

- Trustee Fessler asked for clarification regarding the agreement for the needs of the home cross-country course. Schuenke explained the agreement would not need to be approved now as the district would not utilize the park for their course until 2027.

Motion by Trustee Fessler, seconded by Trustee Leamy, to table the business item of a use agreement for Community Park with McFarland School District to a future Parks and Recreation Committee meeting. Motion carries 6 - 0 - 0.

**5. SCHEDULE NEXT MEETING DATE.**

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

**6. ADJOURNMENT.**

Motion by Trustee Fessler, seconded by Trustee Leamy, to adjourn at 7:12 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

  
**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 4, 2025

**SECTION:** Business

**DEPARTMENT:** Public Works

**CONTACT:** Matt Schuenke, Village Administrator

**AGENDA ITEM:** Presentation by McFarland Youth Baseball Organization.

**PREVIOUS ACTION:**

None.

**ISSUE SUMMARY:**

Representatives from the McFarland Youth Baseball Organization will be present in the meeting to discuss their current operations and provide an outlook on future needs. Presently the group is a few years old at this point having grown as an entity generally from offerings through MRAP previously. They operate and exist within the current infrastructure we have but want to partner with the Village for growth to support their operations. The current Master Plan calls for additional field development following soccer vacating McFarland Park which is possible in late 2026 or 2027 assuming Phase 2 at the Community Park moves forward.

<https://www.mcfarlandyouthbaseball.com/home>

**FINANCIAL/BUDGET IMPACT:**

None.

**VILLAGE PLAN REFERENCE:**

None.

**ORDINANCE REFERENCE:**

None.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Presented for discussion only. No action needed on this item.

**ATTACHMENTS:**

None



**VILLAGE OF  
McFarland  
SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 4, 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.

The Parks and Recreation Committee were presented the bid tab for Phase 2 work and the bid alternates on October 23, 2025. The item was tabled until a future Parks and Recreation meeting.



## 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.

As a Community Park, we can expect the following could be achieved once occupancy can be achieved through the implementation of Phase 2:

- Soccer Fields — This is the primary purpose which was previously identified in the Master Plan and will allow for the complete transition of the Soccer Club from McFarland Park to this new location. The shelter including its design amenities would be consistent with current offerings at McFarland Park and needed to support their operations in the new location. They have agreed to terms to contribute financially to offset this cost.
- Cross Country Athletics — This will become the future home of the McFarland High School Cross Country Team which presently does not have a home course. They do all of their meets at their competitor's venues. We would work with the School District on partnering with their adjoining land to create a course allowing for home meets as well as possible regional meets on the site. The shelter allows for growth of their sport as well as the ability to welcome other teams to the site for the various competitions helped to create an improved identity. They have agreed to terms to contribute financially to offset this cost.
- McFarland Recreation and Play — MRAP would also have the ability to expand recreational opportunities within the shelter taking advantage of the space being



conditioned for all seasons. This allows them to look at new ventures to align programs within the space geared towards Adults and Youth that are not yet school aged.

- Winter Sports — The development of the course for the cross country running could be reviewed for cross country skiing and snow shoeing the winter months. Setting up an actual trail to follow this path will help create a formal offering not otherwise present within the system other than informal utilization.
- Senior Outreach — The Department hosts various events in the parks using McFarland Park and Lewis Park for different themed activities to improve on senior activities and socialization. This offers another opportunity to do so year round helping to provide more flexibility in their ability to deliver programs.
- Library - Occassionally the Library travels offsite for its programs where participants meet at a park for the defined activity. Especially in warmer months having the ability to be outside with the amount of green space that is available helps to create active play opportunities for youth that are non-school aged.
- Local Groups — This also creates additional opportunity for other local groups in the Community of which several are exempted from rental fees helping to make accessibility to the space more affordable. Groups like the Optimists, Lions Club, Youth Center, and others would be able to access the space and surrounding park for their operations as they need them.
- General Public Rentals — Finally, park shelters in warmer months are very popular locations for the public to rent the space for birthday parties, reunions, and other personal events they do not wish to host in their homes. This location also offers that ability to do so year round which ultimately creates additional revenue to offset operations of the site and another option for people to access.
- With the creation of the fields, shelter, and amenities we likely have the ability to look at other uses to consider to help bolster revenues associated with the park and continue to maximize its use. We'll want to identify areas that are not conflicting with our existing use agreements but consider opportunities where applicable.

Collectively its important to recognize that all of these things have a positive impact on our Community in so many different ways. The activities themselves contribute to the quality of life, provide parody for individuals to enjoy at their leisure, allow others to lead their development in the Community alleviating the Village of this responsibilities, can influence the local economy during large scale influx of people, and have improvements that are done so in a methodical manner following our plans.

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
\$ 125,000	Septic estimate
\$ 149,500	Design/Bidding Services
\$ 45,500	Construction Administration
<u>\$ 213,800</u>	<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.

A few other items of note regarding the fiscal history of the project:

**2019 - Property Acquisition - \$750,000**

The Village Board approved purchase of the current Community Park property at its meeting on March 25, 2019. The property is a former farm that at that time had been vacated and the land was rented for a few different purposes. It was advertised on the open market at that time and the Village submitted its offer ultimately negotiating the sale



that was ultimately agreed to. The acquisition was closed with the seller in June of that year, and then later that Fall funds were allocated to begin the Master Planning process in 2020.

**2021 - Master Plan - \$75,000**

The Village Board approved a proposal with Parkitecture at its meeting on March 23, 2020 to study the future uses to be developed at the new Community Park and also how that interacted with existing uses at McFarland Park. Roughly about half the cost for the proposal was tied to each location, but as we know they are linked based on the recommendations on how their improvements would advance in the future. The Village Board accepted the final draft of the Master Plan at its meeting on November 8, 2021 allowing the recommendations to begin to be incorporated within the Capital Improvement Plan as its developed from year to year. The key recommendation from this plan was to redevelop soccer fields at the new Community Park which then frees up space at McFarland Park to add new amenities like pickleball, aquatics, etc. and expanded amenities for things like the skatepark, baseball, etc.

**2023 - Phase 1 - \$1,490,760**

The land in question was purchased and being used formerly for agricultural purposes. The first phase of the project was to conduct mass grading to level the site, begin establishment of the turf for the playing surfaces in the future, rough in stormwater improvements, provide base course for future parking lot, and also included irrigation to support the newly created turf. The Village Board awarded contract for Phase 1 on June 14, 2022 and was completed near the end of 2023 allowing for grass to grow to establish the turf over two full growing seasons in 2024 and 2025.

We have been following this progression in accordance with direction provided via Committee and Village Board over the course of several years. This progression also provides perspective on how long it takes to work through some of these different elements to get to this point of Phase 2 to be able to bring the park online for utilization with a targeted occupancy of the Fall of 2026. This then allows for consideration of additional improvements to follow suit in other areas that Soccer has vacated while also creating new opportunities for Cross Country athletics through the High School and additional recreational offerings. To date we have invested \$2,315,760 within the park to bring it up to a level of service identified within our planning process over the years. If the second phase does not advance, we will have to consider what is needed to bring the park online otherwise we'll be continuing to maintain the property without a defined use in order to protect the investment that has been made to date.

**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
4. Fw\_ Soccer project
5. Letter to the Village Board\_29Oct2025
6. Club Comments for 11\_4 Village Board meeting
7. Karlis letter of support
8. Phase 2 of Community Park Support Letter SL\_
9. Community Park Phase 2 Hughey

**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
<b>Base Bid</b>							<b>\$2,845,495.00</b>		<b>\$2,785,000.00</b>		<b>\$2,856,527.00</b>		<b>\$2,873,000.00</b>		<b>\$2,945,323.00</b>
		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
<b>Informational Bid Items</b>															
		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
<b>Alternate Bid Items</b>															
		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 Type	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.

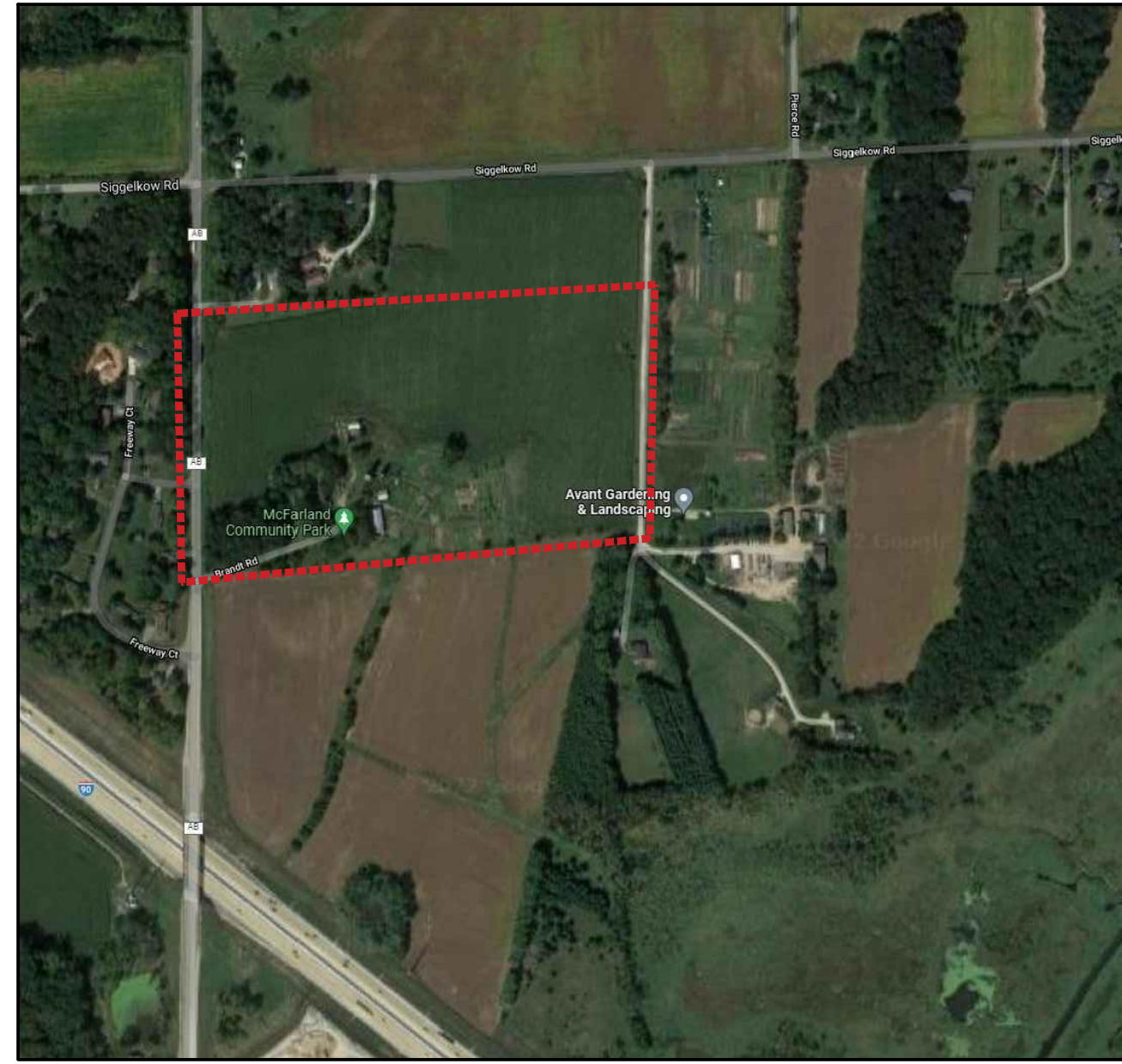
Sincerely,

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



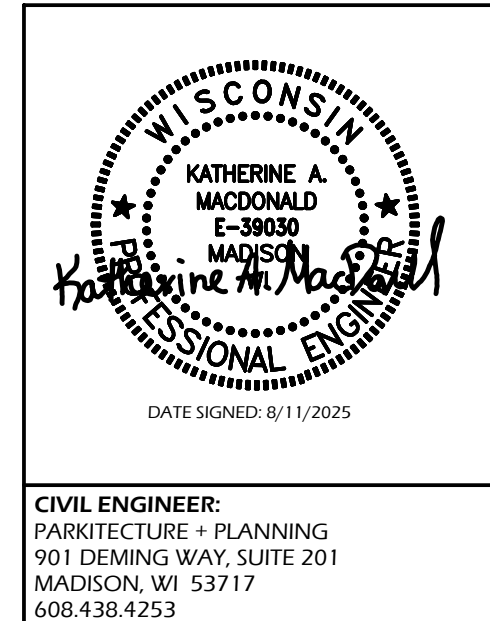
PROJECT ADDRESS: **NTS**  
 3234 COUNTY HIGHWAY AB, MCFARLAND, WI 53558

PROJECT MASTERPLAN

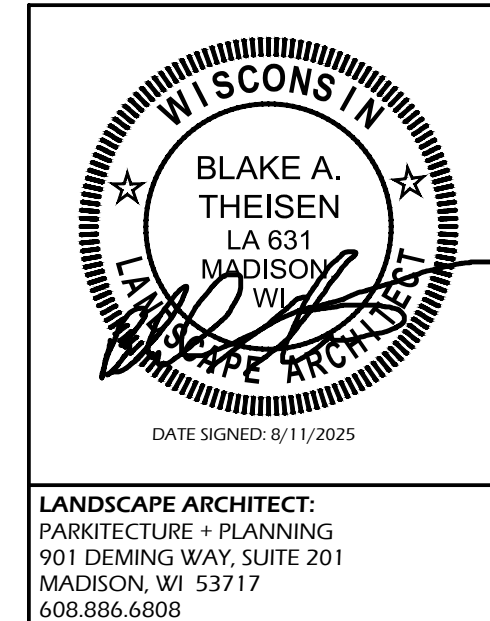


NTS

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:**

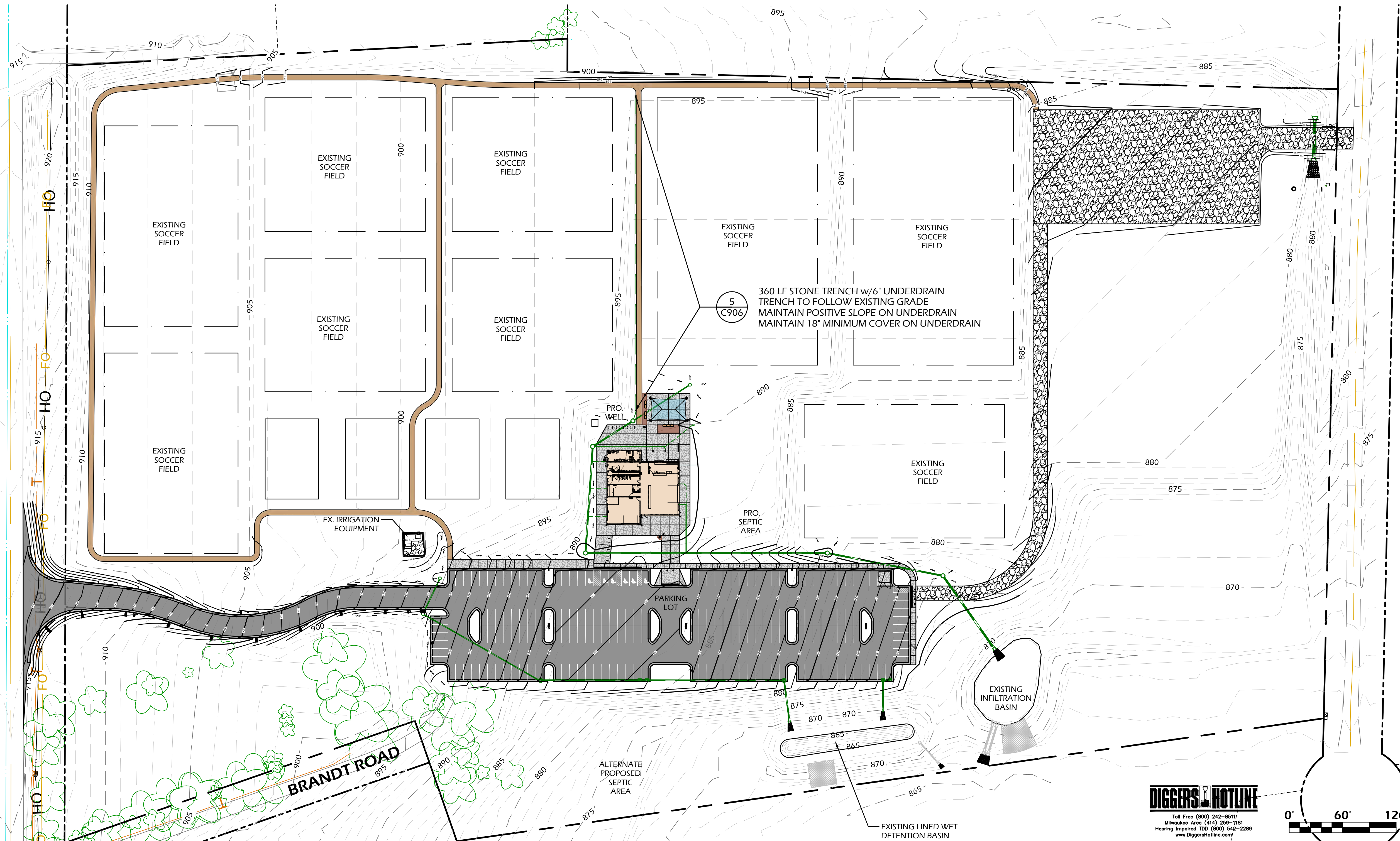
- STORM SEWER OR CULVERTS WITHOUT DESIGNATED PIPE TYPES MAY BE SELECTED FROM THE MATERIALS LISTED IN THE SPECIFICATIONS.
- STORM SEWER SPECIFIED AS RCP SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO THE FOLLOWING SPECIFICATIONS:
  - 12" DIA - CLASS V RCP
  - 15" DIA - CLASS IV RCP
  - 18+" DIA - CLASS 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**

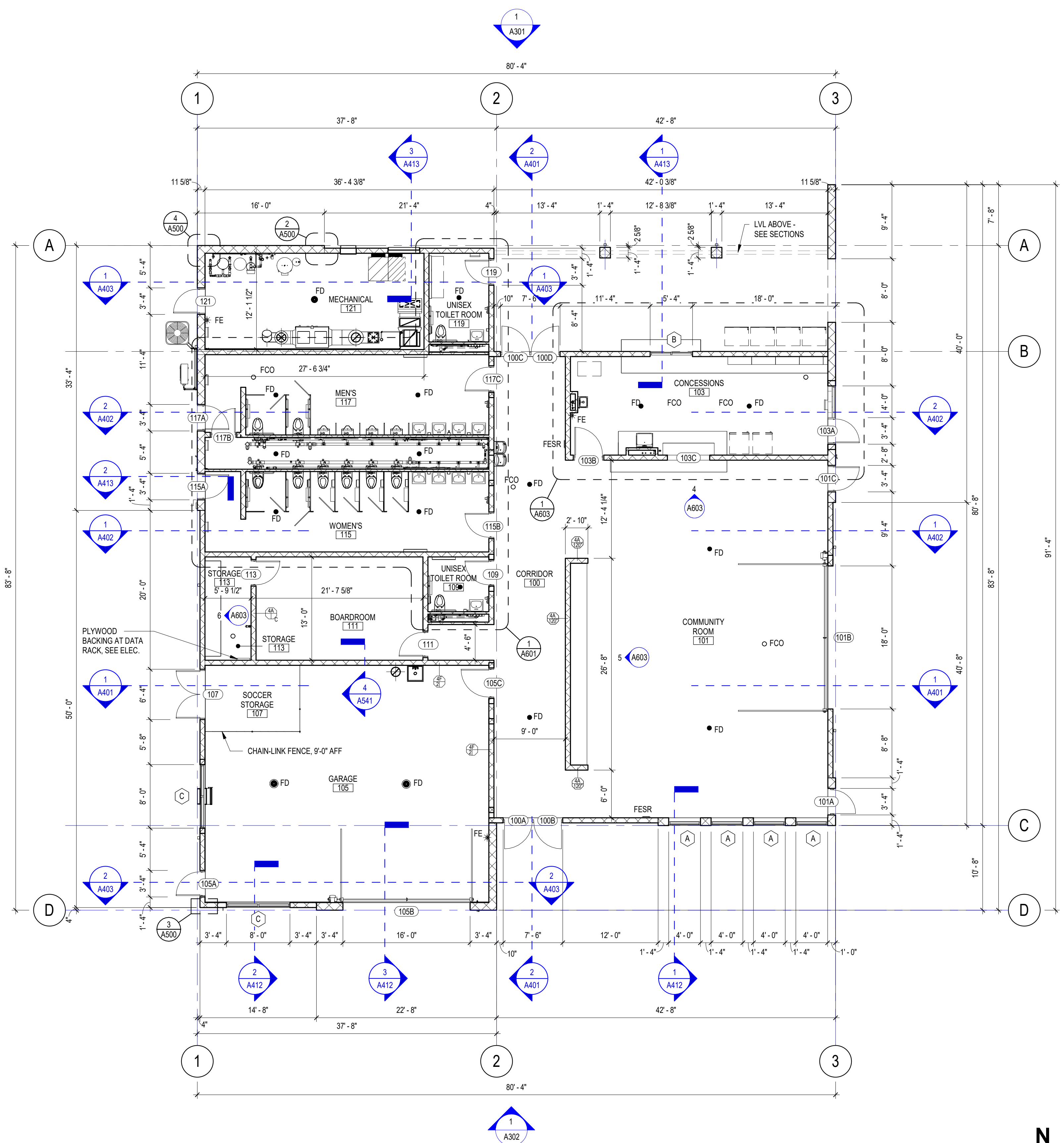
1. ALL BIDDERS SHOULD VISIT THE SITE PRIOR TO SUBMITTING A BID AND REVIEW THE EXISTING CONDITIONS OF THE SITE.
2. CONTACT DIGGER'S HOTLINE A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. THE SITE CONTRACTOR 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.

File: V:\24.029 McFarland Community Park Phase 2\_CDS\CAD\P\_SG.dwg Layout: C300 User: bluem Plottext: Aug 13, 2025 - 12:53pm

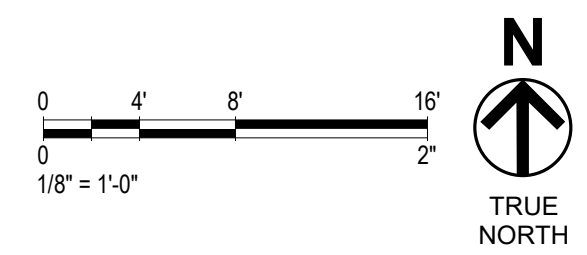
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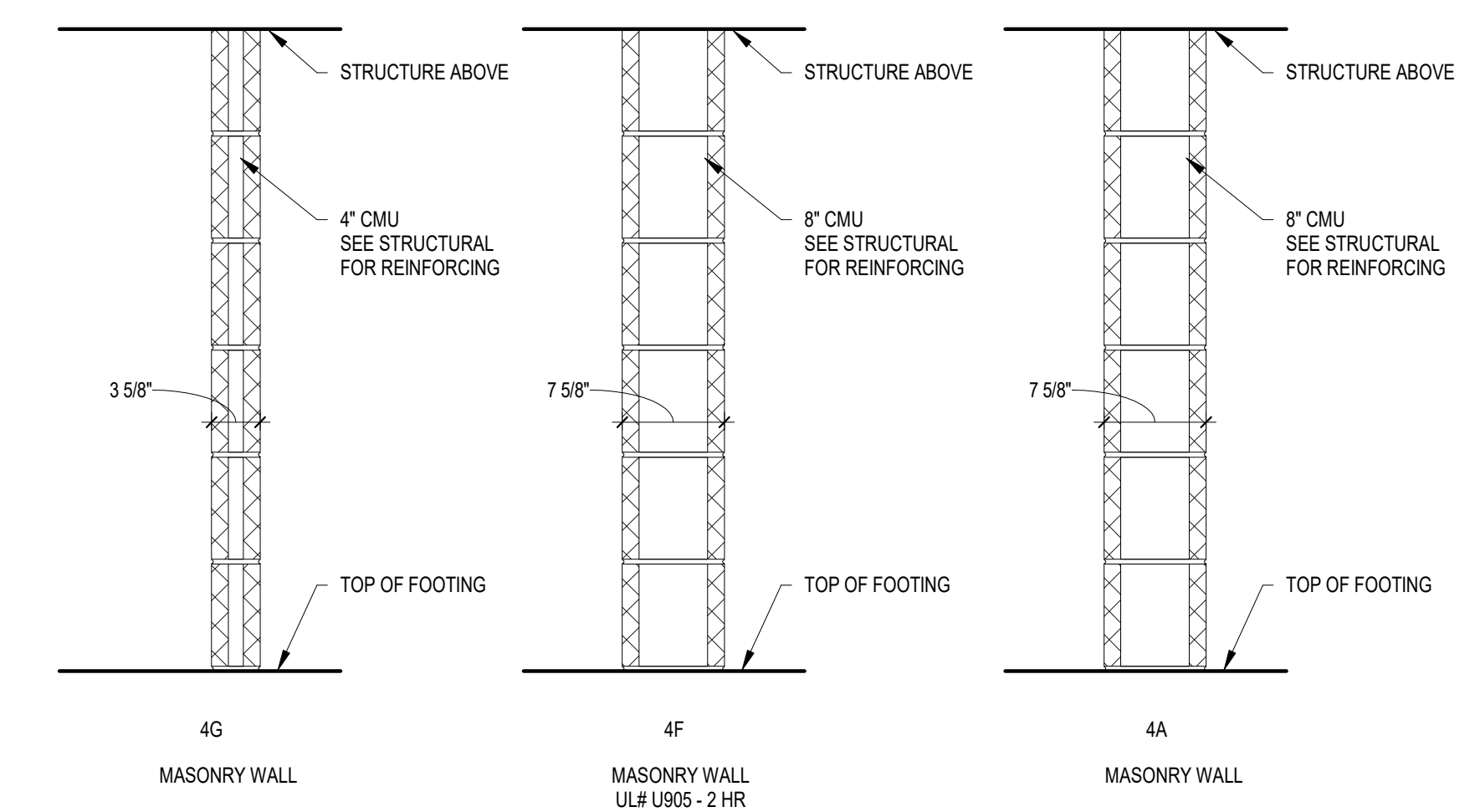




1 FIRST FLOOR PLAN  
A201 SCALE: 1/8" = 1'-0"



WALL TYPES  
SCALE: NTS



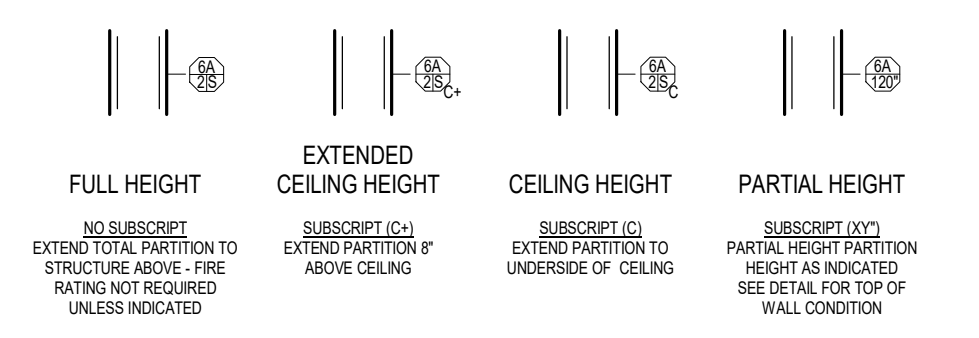
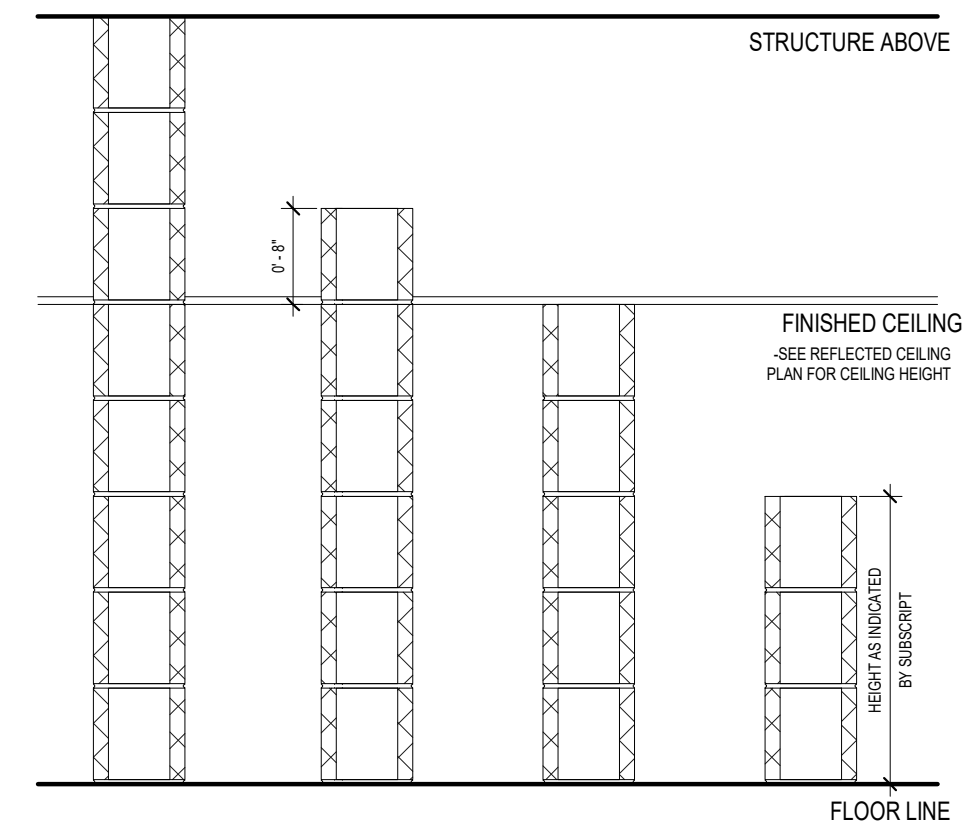
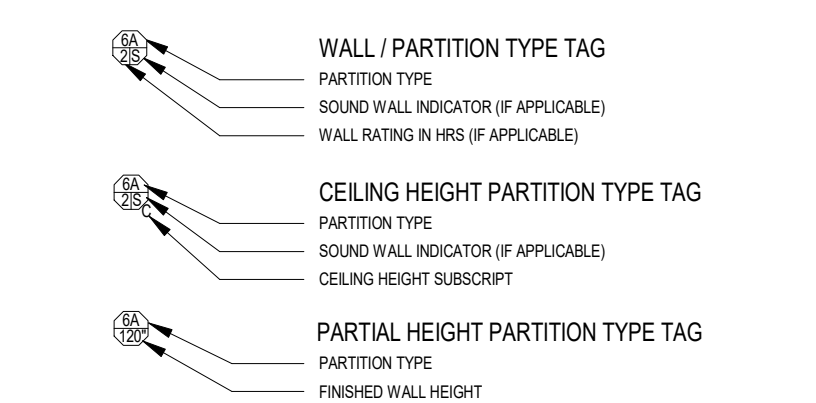
**ARCHITECTURAL GENERAL NOTES:**

- 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:**



**From:** [Stephanie Brassington](#)  
**To:** [Matt Schuenke](#)  
**Subject:** Fw: Soccer project  
**Date:** Wednesday, October 29, 2025 8:31:15 AM

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Please make sure this is put in the packet for this future agenda item

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**From:** Gator Google <gatorcurtis@gmail.com>  
**Sent:** Tuesday, October 28, 2025 8:24 PM  
**To:** Stephanie Brassington <Stephanie.Brassington@mcfarland.wi.gov>  
**Subject:** Soccer project

Dear Madam President,

I would like to voice my disapproval with the proposed soccer project. The size is too big and the cost is too high.

Please consider alternatives that are not as expensive.

Regards,  
Bruce Curtis  
6104 Saunders ct  
Sent from my iPhone

My name is Eric Green  
My address is 5942 Oak Hollow Drive, McFarland

Village Board Trustees,

My name is Eric Green, and I have the privilege of serving on the McFarland Soccer Club Board of Directors. I am also a licensed architect and work for a nationwide general contractor, giving me daily visibility into construction trends, scope alignment, and cost benchmarking across the country.

I'm writing this letter on behalf of our board and hundreds of McFarland families to strongly urge you to move forward with Phase 2 of the Community Park as planned and authorize the project to go under contract and begin construction on the shelter and site improvements.

Over the past several years, this project has been carefully studied, vetted, programmed, and advanced not only by this Board, but by multiple committees and community leaders that came before you. Significant public input, financial evaluating, design refinement, and long-term planning has already been completed. To reverse course now would disregard years of thoughtful work, investment, and commitments made to the community.

We have heard concerns about cost. As someone who professionally evaluates park and public facility budgets, I can confidently share that the current cost—approximately \$300 per square foot—is within the national median cost range for a park shelter of this size, complexity, and material quality. This is not an inflated number; it reflects today's real construction market conditions and demonstrates responsible planning and cost control.

Beyond the numbers, this project is about people, our community's kids and families. McFarland Soccer serves more than 750 young athletes, supported by volunteer coaches, parents, and community partners. Soccer is the fastest-growing youth sport in America, and McFarland's participation and interest reflect that trend. Our programs have reached, and exceeded, the capacity of our existing fields. We are simply out of space and out of options if we do not move forward.

That said, this decision is bigger than soccer. Phase 2 sets into motion a series of strategic decisions and improvements that will ultimately benefit baseball, softball, pickleball, and several other community organizations. If we stall here, we delay or jeopardize the ability to address future needs elsewhere in the Village. This is the first domino in a carefully sequenced plan to equitably serve all youth programs.

The planned improvements will give our kids a safe, inclusive, high-quality home for recreation. They will allow McFarland to host larger tournaments, welcome visiting families, and support our local economy. We are a growing community with growing

families, and our facilities must grow with us. Delaying this project does not save the Village money, it simply pushes costs higher and pushes our kids out onto overcrowded, outdated, or unavailable fields.

On behalf of McFarland Soccer Club, we respectfully ask you to honor the planning that has already been completed, trust the process that got us here, and support the future of youth athletics in this Village.

Thank you for your time and your ongoing commitment to McFarland families.

Hilary Marino- MSC Coach  
**3355 Siggelkow Rd**  
**McFarland, WI 53558**

Moving forward with the development of a new soccer complex would greatly benefit our program by providing additional, higher-quality fields that support player growth and safety, improving parking and accessibility for families, and allowing more space for teams to practice earlier in the fall when daylight is limited. The added space would also enable us to host a larger tournament—an important revenue generator for the club. With a growing club, the new complex would also help ensure we remain competitive with other top programs in the region.

Additionally, utilizing the space currently occupied by the existing fields would open new opportunities for the village to further develop other youth programs and enhance outdoor recreational areas, creating a positive impact for the entire community beyond just the soccer program.

Thank you for your time and consideration.

Karlis Janelains  
5509 Chestnut Ln.  
McFarland

Dear Board Trustees,

My name is Karlis Janelains. My wife Amy and I have been involved with the McFarland Soccer Club for seven years as coaches and parents. My four children all play soccer and have had the privilege of being involved with the club.

I am writing this letter in support of moving forward with the next phase of the Community Park.

Sports play a crucial role in children's physical, social, and emotional development as well as community building. Given the current climate with children constantly looking at screens most of the day, the importance of sports has never been higher. Having adequate space and facilities are crucial to the success of a healthy sport environment.

In addition, our sport complexes are one of the windows that people from outside our village use to form opinions. Having well thought out and nice facilities gives people a good impression of our village and leads to McFarland being a highly desirable place to raise a family.

Thank you all for your consideration and the work you do for the village of McFarland.

Karlis and Amy Janelains

Subject: Support for Moving Forward with Phase 2 of the Community Park Project

Dear Village of McFarland Board,

I am writing to express my strong support for moving forward with Phase 2 of the Community Park Project.

I have been a McFarland resident since 2009 and have served in leadership roles with both the McFarland Soccer Club and the McFarland Youth Baseball Organization. One of the roles I've most enjoyed in both organizations is serving as tournament coordinator, where I've seen firsthand the positive impact youth sports have on our community.

Youth tournaments bring our community together around healthy, active, and team-focused activities. They serve as key fundraisers for local organizations and create meaningful opportunities for local businesses to gain exposure—both through sponsorship and through the patronage of visiting families.

Our McFarland Fall Fest Soccer Tournament is one of the few recreational-focused tournaments in the area for intermediate-age players, and one of only a few fall events available to teams with players age 10 and under. Each year, demand exceeds our current capacity—we regularly reach our registration cap well before the deadline and must turn teams away. This past year, we hosted nearly 90 teams, the maximum number our current facilities can accommodate.

On the baseball side, we successfully hosted our inaugural tournament in partnership with the Splinter Family, honoring the memory and legacy of Matt Splinter. Despite being a first-year event, this tournament also filled to capacity ahead of schedule and received overwhelmingly positive feedback from participating teams and families.

With expanded and improved facilities, both organizations would be able to welcome more teams, provide more opportunities for local youth, and showcase our vibrant community to visitors from across the region.

Both the McFarland Soccer Club and McFarland Youth Baseball Organization remain steadfastly committed to their missions of helping McFarland's youth grow as athletes and as individuals. Supporting these programs through enhanced facilities will deliver lasting benefits to our community for years to come.

Thank you for considering this important next step.

Sincerely,

Stephanie Lovell

5702 Black Walnut Drive McFarland

## Aimee Irwin

---

**From:** Meredith Hughey <hughey@gmail.com>  
**Sent:** Tuesday, November 4, 2025 3:01 PM  
**To:** Alisa Leamy; Luke Fessler; Public Works; Matt Schuenke  
**Cc:** Stephanie Brassington; Aaron Tarnutzer  
**Subject:** Community Park Phase 2 Feedback for Tonight!

Luke, Alisa, Matt and Lee,

I will be unable to attend tonight's Parks & Recreation Committee meeting but wanted to ensure I sent along some feedback. If you're able to share, it would be greatly appreciated. Apologies for sending late in the day today.

*Thank you to the staff, Village Board and members of this committee for your time and dedication to our Village and its residents. Your commitment does not go unnoticed.*

*As a school board member, Village resident and parent, I would like to voice my support for Community Park Phase 2 improvements. The Community Park project represents a significant and strategic investment that will yield long-term benefits for the school district and the broader community. With Village master planning and the 2019 purchase of the property, master planning adoption in 2021 and Phase 1 completed 2023, the park is positioned to become a central hub for youth athletics, recreation, and community engagement. As the meeting packet thoroughly calls out, the park shelter, designed for year-round use, will support school district programs and events, while also offering shared space for McFarland Recreation and Play (MRAP), senior outreach, library activities and more. It's exciting to get closer to having a home for our state recognized McFarland High School Cross Country team. Our community will continue to grow as a destination for athletics and outdoor activity. The physical location of the Community Park does necessitate shifts in traffic flow and transportation to/from for our kids and families. I remain confident and hopeful the County, Village and key partners will continue efforts and planning to make CTH AB and SiggelkowRd safer corridors. Financially, the district's partnership in the use agreement contributes to the project's sustainability, with a 20-year commitment that offsets borrowing costs and ensures shared responsibility. I look forward to seeing our kids and families enjoy the park next Fall!*

Thanks,  
Meredith Hughey



**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 4, 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.

The Parks and Recreation Committee were presented with the agreement on October 23, 2025. The item was tabled until a future Parks and Recreation meeting.

**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 1<sup>st</sup> 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 1<sup>st</sup> 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

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Stephanie Brassington  
Village President

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Katie Cappozzo  
Club President

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Cassandra Suettinger  
Deputy Administrator/Clerk

---

Christine Buentello  
Club Secretary/Volunteer Coordinator

APPROVED AS TO FORM:

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Allen D. Reuter  
Village Attorney



**VILLAGE OF**  
**Mcfarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 4, 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.

The Parks and Recreation Committee were presented with the agreement on October 23, 2025. The item was tabled until a future Parks and Recreation meeting.

**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 1<sup>st</sup> 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 (20<sup>th</sup>) 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

  
**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, November 4, 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 updates to Appendix A of the Village's ordinance.

**PREVIOUS ACTION:**

None.

**ISSUE SUMMARY:**

Annually, Public Works reviews the fees charged in Chapter 44 of the ordinance to make adjustments in appendix A. This year we have two fee changes and some updates to the shelter listings for 2026.

The changes are:

- Adding Highland Oaks Shelter to the open air shelter rentals for non-residents.
- Adding Community Park Shelter to resident and non-resident shelter rentals. With the potential of Community Park Shelter coming online in 2026.
- Increase non-residential open air shelter fees from \$100 to 150.
- Removal of the replacement permit tag for disc golf. Permits are electronic.

**FINANCIAL/BUDGET IMPACT:**

None.

**VILLAGE PLAN REFERENCE:**

None.

**ORDINANCE REFERENCE:**

[Chapter 44 Parks and Recreation](#)  
[Appendix A Fees](#)

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

Recommended Motion:

*Motion, second to recommend approval to the Village Board for recommended changes to Chapter 44, including Appendix A as presented to be effective January 1, 2026.*

**ATTACHMENTS:**



1. Ord\_2025-08 Updates to Chapter 44 Parks and Recreation Fees Appendix A 10.16.2025

**VILLAGE OF MCFARLAND  
ORDINANCE 2025-08**

**AN ORDINANCE UPDATING CHAPTER 44- PARKS AND RECREATION FEES  
FOR APPENDIX A**

**PURPOSE,** To update Chapter 44 - Parks and Recreation Fees for Appendix A

**SPONSOR,** Public Works Director, Lee Igl

**RECOMMENDED REFERRAL,** Parks and Recreation Committee

**PUBLIC HEARING,** None.

**NOW THEREFORE,** be it ordained by the Village Board of the Village of McFarland, in the State of Wisconsin, as follows:

**SECTION 1:**        **AMENDMENT** “CHAPTER 44 - PARKS AND RECREATION FEES” of the Village of McFarland Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

CHAPTER 44 - PARKS AND RECREATION FEES

Section	Description	Fee
	Park Facility Rentals (fees are per hour charges)	
	Diamond reservation—Resident	\$10.00
	Diamond reservation—Nonresident	\$25.00
	Soccer field reservations—Resident	\$10.00
	Soccer field reservations—Nonresident	\$25.00
	Temporary structure fee	Based on actual cost
	Park rental fees (no fields):	
	Limited basic parks (gazebo and small parks)	\$20.00
	McDaniel, Highland Oaks, Highland Oaks—shelter (resident)	\$75.00

44-24(d)	McDaniel—shelter (nonresident)	\$100.00
	Lewis, Brandt and Wm McFarland—shelter only (resident)	\$100.00
	Lewis, Brandt and Wm McFarland—shelter only (nonresident)	\$200.00
	William McFarland Park - Bocce Courts	
	Resident	\$25.00
	Non-Resident	\$50.00
	Watercraft Storage Permit (Annual fee):	
	Resident	\$100.00
	Nonresident	\$200.00
	Watercraft removal fee	\$75.00
	Disc Golf Permit:	
	Daily	\$5.00
	Annual Resident	\$15.00
	Annual Resident - Senior (55 and over)/Veteran	\$10.00
	Annual Nonresident	\$30.00
	Annual Nonresident - Senior (55 and over)/Veteran	\$20.00
	Under 16	Free
	Replacement Permit Tag	\$5.00
	Pickleball Court Tournament fee, per day, resident	\$600.00
	Pickleball Court Tournament fee, per day, non-resident	\$900.00
	Disc Golf Tournament fee, per day, resident	\$300.00
	Disc Golf Tournament fee, per day, non-resident	\$600.00
	Refundable Security Deposit - Pickleball Courts & Disc Golf	\$200.00
44-24(e)	Refundable Security Deposit—Fields and Diamonds	\$100.00
	Refundable Security Deposit—Shelter	\$200.00
	Dog park permit:	
	Resident:	\$15.00 annual
	Seniors 55 and older/Veteran	\$10.00
	Additional dog annual	\$8.00

44-26(4) (d)	Daily permit	\$5.00
	Nonresident:	\$30.00 annual
	Seniors 55 and older/Veteran	\$15.00
	Additional dog annual	\$8.00
	Daily permit	\$5.00

AFTER AMENDMENT

CHAPTER 44 - PARKS AND RECREATION FEES

Section	Description	Fee
44-24(d)	Park Facility Rentals (fees are per hour charges)	
	Diamond reservation—Resident	\$10.00
	Diamond reservation—Nonresident	\$25.00
	Soccer field reservations—Resident	\$10.00
	Soccer field reservations—Nonresident	\$25.00
	Temporary structure fee	Based on actual cost
	Park rental fees (no fields):	
	Limited basic parks (gazebo and small parks)	\$20.00
	McDaniel, <del>Highland Oaks</del> , Highland Oaks—shelter (resident)	\$75.00
	McDaniel, <del>Highland Oaks</del> —shelter (nonresident)	<del>\$150.00</del> <del>100.00</del>
	Lewis, Brandt, <del>and</del> Wm McFarland, <u>Community Park</u> —shelter only (resident)	\$100.00
	Lewis, Brandt, <del>and</del> Wm McFarland, <u>Community Park</u> —shelter only (nonresident)	\$200.00
	William McFarland Park - Bocce Courts	
	Resident	\$25.00
	Non-Resident	\$50.00
Watercraft Storage Permit (Annual fee):		
Resident	\$100.00	

	Nonresident	\$200.00
	Watercraft removal fee	\$75.00
	Disc Golf Permit:	
	Daily	\$5.00
	Annual Resident	\$15.00
	Annual Resident - Senior (55 and over)/Veteran	\$10.00
	Annual Nonresident	\$30.00
	Annual Nonresident - Senior (55 and over)/Veteran	\$20.00
	Under 16	Free
	<del>Replacement Permit Tag</del>	<del>\$5.00</del>
	Pickleball Court Tournament fee, per day, resident	\$600.00
	Pickleball Court Tournament fee, per day, non-resident	\$900.00
	Disc Golf Tournament fee, per day, resident	\$300.00
	Disc Golf Tournament fee, per day, non-resident	\$600.00
	Refundable Security Deposit - Pickleball Courts & Disc Golf	\$200.00
44-24(e)	Refundable Security Deposit–Fields and Diamonds	\$100.00
	Refundable Security Deposit–Shelter	\$200.00
44-26(4) (d)	Dog park permit:	
	Resident:	\$15.00 annual
	Seniors 55 and older/Veteran	\$10.00
	Additional dog annual	\$8.00
	Daily permit	\$5.00
	Nonresident:	\$30.00 annual
	Seniors 55 and older/Veteran	\$15.00
	Additional dog annual	\$8.00
	Daily permit	\$5.00

PASSED AND ADOPTED BY THE VILLAGE OF MCFARLAND VILLAGE BOARD

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	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Annen	_____	_____	_____	_____
Boyd	_____	_____	_____	_____
Brassington	_____	_____	_____	_____
Fessler	_____	_____	_____	_____
Leamy	_____	_____	_____	_____
Peña	_____	_____	_____	_____
Prill	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Stephanie Brassington, Village  
President, Village of McFarland

\_\_\_\_\_  
Cassandra Suettinger, Deputy  
Administrator/Clerk, Village of  
McFarland