

Wednesday, August 13, 2025

7:00 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/84997212044>

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

Webinar ID: 849 9721 2044

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 Community Development Authority 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 Authority 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 Authority 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 Authority for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to community.development@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 May 14, 2025 Community Development Authority meeting.

4. BUSINESS.

- a. Discussion and action to make a recommendation to the Village Board regarding Resolution 2025-17, a resolution authorizing the Village Administrator to execute a pre-development agreement with Elvehjem Acres LLC and Bliffert Southwest Holdings LLC.
- b. Discussion regarding a business retention and expansion survey and outreach program.

5. CLOSED SESSION.

- a. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to acquisition of property located at 4705 Ivywood Trail within Tax Increment District #6.

6. RECONVENE INTO OPEN SESSION.

- a. Motion to adjourn Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in closed session.

7. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION.

- a. Discussion and action to make a recommendation to the Village Board regarding Resolution 2025-20, a resolution ratifying and approving a purchase agreement for property located at 4705 Ivywood Trail within Tax Increment District #6.

8. SCHEDULE NEXT MEETING DATE.

- a. Wednesday September 10, 2025 at 7:00 p.m.

9. ADJOURNMENT.

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

Community Development Authority

Working Draft - MINUTES

May 14, 2025

Members Present: Benjamin Tanko, Luke Fessler, Kurt Zimmerman, Anthony Hennes, Elizabeth Yszenga, Kathy Annen

Members Absent: Henry Byers

Staff Present: Andrew Bremer, Karen Knoll

1. CALL TO ORDER

Due to this being the first meeting of the CDA under the new Village Board calendar year, and the previous chair no longer serving on the CDA, Bremer called the meeting to order at 7:01 pm. With no objection from the CDA Bremer moved to agenda item 4 (a).

2. PUBLIC APPEARANCES

Lynn Hettrick – 5711 Main Street, McFarland provided public comments regarding the property located at 5410-12 Bashford Street supporting acquisition and potential future public uses of the property such as a public restroom, dog washing station, and community notice board.

Jackie Hammond – 6060 Perrot Place, McFarland – provided public comments to thank the committee members for their service.

3. APPROVAL OF MINUTES

- a. Motion to approve the minutes of the August 14, 2024 Community Development Authority meeting.
- b. Motion to approve the minutes of the January 8, 2025, Joint Plan Commission and Community Development Authority meeting.
- c. Motion to approve the minutes of the January 13, 2025, Joint Community Development Authority and Plan Commission meeting.

Fessler moved to approve the minutes of the August 14, 2024, CDA meeting, the January 8, 2025 and January 13 2025 Joint Plan Commission and CDA meetings. Tanko Seconded the motion, motion carried 6-0.

4. BUSINESS.

- a. Discussion and action to elect a Chairperson for the Community Development Authority. Bremer reviewed the state statutes and ordinance pertaining to electing a chairperson for the Community Development Authority. Bremer opened the floor to nominations. Fessler nominated Annon. Zimmerman seconded the motion. Motion carried 6-0.

With the election of a chair and no objections from the CDA members moved to agenda item 2.

5. CLOSED SESSION

- a. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to:

- 1) Acquisition of property located at 5410-5412 Bashford Street - Tax Increment District #4.

Motion by Hennes and seconded by Zimmerman to enter closed session, on a roll call vote motion carried 6-0. Meeting moved into closed session at 7:16 p.m.

6. RECONVENE INTO OPEN SESSION

- a. Motion to adjourn Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in closed session.

Motion by Fessler to adjourn the closed session and reconvene in open session, seconded by Tanko. On a roll call vote motion carried 6-0. Meeting moved into open session at 8:03 p.m.

7. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

- a. Discussion and action to make a recommendation to the Village Board regarding acquisition of property located at 5410-5412 Bashford Street, Tax Increment District #4.

Fessler moved to make a recommendation to the Village Board to acquire the property located at 5410-5412 Bashford Street, TID #4. Tanko seconded the motion. Fessler wanted to clarify this is just for the purchase of the property and any discussion on future land use would occur at a later date, members concurred. Motion carried 6-0.

8. SCHEDULE NEXT MEETING DATE

- a. Wednesday June 11, 2025 at 7:00 P.M.

9. ADJOURNMENT

Hennes moved to adjourn. Tanko seconded the motion. Motion carried 6-0. Meeting adjourned at 8:10 p.m.


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, August 13, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to make a recommendation to the Village Board regarding Resolution 2025-17, a resolution authorizing the Village Administrator to execute a pre-development agreement with Elvehjem Acres LLC and Bliffert Southwest Holdings LLC.

PREVIOUS ACTION:

ISSUE SUMMARY:

Included in the packet is a resolution and predevelopment agreement between Elvehjem Acres LLC (member: Kevin Urso, Urso Builders) and Bliffert Southwest Holdings LLC (member: Eli Bliffert, Bliffert Lumber). The purpose of the predevelopment agreement is to authorize further planning and design work to consider the construction of a small business park on [Elvehjem Acres property](#) located at the northeast corner of Elvehjem Road and CTH AB for the primary purpose of aiding in the relocation of Bliffert Lumber from the Downtown to the property. At a high-level the goals of this project include:

- To aid in the development of road, utility, and railroad infrastructure necessary to develop the business park. Bliffert Lumber currently has a rail spur that serves the existing downtown lumberyard and is essential to the operations of the business. The location of the Elvehjem Acres property is adjacent to the same Wisconsin and Southern Railroad; however, there is no existing rail spur that services the property, so one will need to be constructed. The parties have completed initial concept planning for three different rail spur configurations that could be developed to serve the new lumberyard. These concepts are illustrated in Exhibits 1-4 of the predevelopment agreement, noting the rail spur concept in Exhibit 4 is the same as Exhibit 3 but with an additional proposed lot. These rail spur concepts were developed by engineers from [WATCO](#), which operates the railroad. A final layout would be determined at a future date and time if the project continues to advance further.
- To aid in the relocation of the existing lumberyard from the Downtown to Lot 1 of the proposed business park to enable improved operations and growth of the business. The predevelopment agreement includes some conceptual lot configurations for the Elvehjem Acres property. In all cases, it is anticipated that Bliffert would occupy Lot 1 given the proximity to the proposed rail spur. Noting that the final number, location and size of lots may vary based on more detailed planning and design work. Currently, Lot 1 is



proposed in the range of 4.7-5.7 acres and that could further vary based on whether each lot in the business park provides its own stormwater basins or if there is one regional stormwater basin. The remaining lots range in size from 1–2 acres, and it may be conceivable to combine adjacent lots to create larger 4-acre lots based on the needs of future owners/tenants. There are no known users for any of the other lots at this time.

The Elvehjem Acres property is 22.9 acres in size and is zoned A-1 Agricultural Transition and includes delineated wetlands on the east side of the property. The property would need to be rezoned to a commercial zoning district to allow for the development of commercial businesses, including lumberyards and outdoor storage.

- To acquire the existing downtown lumberyard for the purpose of redeveloping the property. The existing lumberyard includes 8 separate parcels totaling 1.7 acres in size. The property is zoned C-C Central Commercial and is a non-conforming use in this district. This means that the owner of the property is limited in the ability to make structural alterations, additions, or enlargements to the buildings on the property based on state law and local ordinances. In addition, the ability to expand the business is limited by the small size of the existing parcels, the configurations of existing buildings, and the presence of Milwaukee Street bisecting the lumberyard operations. The latter is increasingly problematic given Milwaukee Street is used by pedestrians and bicyclists to access the adjacent primary school, Discovery Park, Library and Municipal Center. The configuration of Milwaukee Street can also be more challenging for truck deliveries to and from the site, whereas the Elvehjem Acres property is adjacent to County Highway AB, is adjacent to the same Wisconsin and Southern Railroad, and offers a larger site to design and develop to meet the needs of the business. Once the Village has acquired the property, it could move forward with marketing the property for redevelopment purposes for uses better suited to the Downtown.

In order to implement a three-party project of this nature, each party will have to take on certain responsibilities to move the project from concept planning, to design, and then on to construction. Currently, we are in the concept phase, and the purpose of the predevelopment agreement is to outline the terms and conditions that will allow the project to advance further.

Since this is a predevelopment agreement, there are no specific financial terms or conditions for the acquisition of property or the payment of tax increment financing development incentives.

That is part of the work that lies ahead if the Village approves the predevelopment agreement.

As proposed, Bliffert Lumber will develop a concept plan(s) for Lot 1 of the business park by the end of this year to illustrate the potential size and location of their proposed new lumberyard facility. This will aid the parties in determining the final lot layout, spur line configurations, and estimated tax increment the project would generate. By April 30, 2026, the Village would create a Project Plan for a new tax incremental finance district that includes the Elvehjem Acres property. Note, approval of the predevelopment agreement does not bind the Plan Commission, Village Board, or Joint Review Board to approve the Project Plan. Assuming a TID is created, by June 30, 2026, the three parties will enter into a series of real estate and development agreements with binding commitments including:



- Village and Bliffert (Village acquisition of existing Downtown lumberyard properties)
- Village and Bliffert (acquisition and development of Lot 1 for proposed new lumberyard)
- Village and Urso (business park infrastructure)

The redevelopment agreement includes additional commitments from Urso and Bliffert for the submittal of land division, zoning, conditional use, and site design review permits, etc. by September 8, 2026 to enable review and potential approval of those permits by the end of 2026. This would then enable construction of the business park infrastructure and new lumberyard facilities to occur in 2027 with the goal of completing the project by the end of 2027, at which point the Village and Bliffert would close on the acquisition of the existing lumberyard properties Downtown. The remaining lots in the business park would be developed or sold by Urso for other commercial uses as permitted based on the future zoning of the property. Noting that the terms of the future real estate and development agreements mentioned above may supersede these permitting, construction, and closing dates and timelines as needed.

The predevelopment agreement will be reviewed and recommended to the Village Board at both the CDA and Plan Commission's regular August meetings. If approved by the Village Board, the CDA will take on the role of aiding in the development and review of the TID Project Plan and additional real estate acquisition and development agreements over the next 8 months.

Once a draft of the TID Project Plan is developed, it will be brought forward for public hearing and approval by the Plan Commission, Village Board and Joint Review Board as required under state statutes. The Plan Commission would also be involved in the review of various land division and zoning permits required to develop the business park at the appropriate time.

FINANCIAL/BUDGET IMPACT:

Some funding will be required for the Village to complete the proposed TID Project Plan. Most of this work is anticipated to be done in-house with assistance from the Village Engineer. The Village will need to hire a surveyor to assist with creating a legal description of the proposed TID boundary and the Village Attorney will be included in the review of the TID and the creation of proposed real estate and development agreements contemplated in the predevelopment agreement. The cost to create the TID (\$10-\$20K) can be accounted for within the Village's 2026 budget. Costs to provide assistance with land acquisition, railroad, road, and utility infrastructure, and the costs to acquire the existing Downtown lumberyard would be finalized as part of the proposed real estate and development agreements contemplated in the predevelopment agreement. These expenses would then likely occur in 2027, allowing the Village to plan for those expenditures as part of the 2027-2031 Capital Improvement Plan and 2027 Budget.

VILLAGE PLAN REFERENCE:

This proposed project is supported by a number of existing Village plans.

[2024-2025 Village Board Strategic Plan](#)



- *Objective 1: Attract and enhance new and existing restaurants, retail, light industrial, office, mixed-use, and civic uses in the downtown area, USH 51/Farwell corridor, East Side Growth Area, and surrounding areas.*
- *Objective 2: Develop incentives for business growth such as incubator programs, tax increment financing districts, and recruitment/retention.*
- *Action Step VI: Consider property acquisition where appropriate including funding.*
- *Action Step VII: Advance East Side Plan through consideration of its recommendations, associated engineering for additional analysis, partnerships with applicable municipalities, and continued public engagements as projects are proposed.*

2023 East Side Plan

The Elvehjem Acres property is identified in [Chapter 4, Master Plan Concept](#), for future Business Park or Medium Density Residential, including Map Note #2 which further explains: *This 22-acre parcel is adjacent to an existing rail corridor, which offers an opportunity for a niche rail-support industry. The property is uniquely buffered by wetlands and a major road. Siting an industrial use should take advantage of these buffers, as well as use building architecture to minimize its impact on adjacent uses. If a niche industrial use is not found, medium-density residential is preferred.*

2023 Economic Strategic Plan

Strategy #2: Expand Commercial and Industrial Land Base. McFarland only has one remaining vacant industrial zoned property and needs additional commercial and industrial land. The Village is in the unique position to be programming new space in the community via the East Side Plan as the property along McFarland's east side is available and prime for development to meet the community's needs for the next several years. Additional work to be done in tandem with development includes extending utilities, road construction, and potentially creating Tax Increment Districts. Expanding the land available for commercial and industrial development is an invitation for investment which facilitates wage and income growth, growth in the tax base, and quality of life for residents. Expanding the land base allows for existing businesses to grow locally - retaining the relationships between themselves and their labor force as well as the communities that have nurtured them. Additionally, land availability can be a competitive advantage to attract outside investment into the community.

*Strategy #6: Attract New Commercial/Retail/Service Businesses. Retail and commercial businesses will be best located in existing commercial corridors, downtown, and newly planned mixed-use buildings within the East Side neighborhood. The redevelopment of the existing lumberyard is specifically mentioned on page 30: *The lumberyard and several of the older residential lots present opportunities for redevelopment to higher density residential, mixed-use, and commercial development* and on page 44: *"The current site of Chase Lumber near downtown is a prime redevelopment site. Village staff should engage in conversation with company representatives to initiate or continue the discussion."**

2017 Comprehensive Plan

The [Future Land Use Map](#) identifies the existing lumberyard property for future Downtown



uses. Figure 4.1 further defines this as *"land uses and activities here are designed to create vibrant places and community gathering spots. Desirable land uses include commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in upper stories), and institutional, including on sites and/or buildings that mix uses."* Redevelopment of the Downtown lumberyard is also supported by the following:

- *Land Use Initiative #4: Implement and Update Plans for Downtown Revitalization.*
- *Land Use Policy #5: Actively promote infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.*

In 2023, the Comprehensive Plan was amended to include the 2023 East Side Plan. The Future Land Use Map identifies the Elvehjem Acres property for future Mixed-Use/Flex Commercial with additional details regarding preferred land uses and policies as provided within the 2023 East Side Plan.

2010 Downtown Strategic Market Analysis

Page 19: *Chase Lumber - As an operating business that generates activity, the lumber yard brings benefits to the downtown. Pursuing a relocation strategy for the business should not be a near-term priority. Particularly given that the current economic situation will limit near-term private development. However, in the longer term, utilizing the lumber yard site for development that is more appropriate for its central and highly-visible downtown location may become a priority.*

2008 Tax Increment District #4

The existing lumber yard is located within TID #4. Map 4 of the Project Plan identifies the existing lumberyard as a future redevelopment site.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to recommend to the Village Board approval of Resolution 2025-17, a resolution authorizing the Village Administrator to execute a pre-development agreement with Elvehjem Acres LLC and Bliffert Southwest Holdings LLC.

ATTACHMENTS:

1. 2025-17 Elvehjem Acres-Bliffert Predevelopment Agreement

RESOLUTION 2025-17
A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A
PRE-DEVELOPMENT AGREEMENT WITH ELVEHJEM ACRES LLC AND
BLIFFERT SOUTHWEST HOLDINGS LLC

WHEREAS, Elvehjem Acres LLC (“Elvehjem Acres”) desires to develop a business park (“Business Park”) on property it owns located at the northeast corner of CTH AB and Elvehjem Road, Dane County tax parcel 154/0610-013-9161-1 (“Property”) in the Village; and

WHEREAS, Bliffert Southwest Holdings LLC (“Bliffert”) desires to build a new facility (“Facility”) on a portion of the Property to relocate its existing lumber yard business located at 5417 Long Street, McFarland, WI; and

WHEREAS, the Village of McFarland (“Village”) desires to assist Elvehjem Acres in the development of the Business Park, assist in relocating Bliffert to the Business Park, and to acquire from Bliffert those properties that collectively contain the existing lumber yard at 5417 Long Street, McFarland, WI including Dane County tax parcels 154/0610-031-6801-9, 154/0610-034-0287-2, 154/0610-031-6812-6, 154/0610-031-6823-3, 154/0610-031-6834-0, 154/0610-031-6851-9, 154/0610-031-6862-6, 154/0610-031-6873-3 (collectively “Existing Lumber Yard”); and

WHEREAS, Bliffert desires to sell to the Village the Existing Lumber Yard upon completion of the Facility on the Property; and

WHEREAS, Village staff have negotiated the proposed pre-development agreement attached hereto as Exhibit A outlining certain basic terms and obligations assumed by Elvehjem Acres, Bliffert and the Village; and

WHEREAS, the Village Board finds that the development of the proposed Business Park on the Property will expand the Village’s nonresidential tax base, promote economic development, and is envisioned within the Village’s 2023 East Side Plan and 2023 Economic Strategic Plan, which are components of the Village’s 2017 Comprehensive Plan, and is, therefore, in the public interest; and

WHEREAS, the Village Board finds that the relocation of Bliffert will support the retention and expansion of an existing McFarland business, while acquisition of Bliffert’s existing location will provide redevelopment opportunities within downtown McFarland, and is envisioned within the Village’s 1999 Village Center Master Plan, 2010 Strategic Market Analysis and Opportunities Assessment, and 2023 Economic Strategic Plan, which are components of the Village’s 2017 Comprehensive Plan, and is, therefore, in the public interest; and

WHEREAS, the Village Board finds that the terms and conditions of the proposed pre-development agreement are fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, that the pre-development agreement attached as Exhibit A, is hereby approved and the Village Administrator is authorized to execute and deliver said agreement on behalf of the Village.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve modifications to the pre-development agreement prior to such signatures, provided that such changes do not materially increase any cost or risk to the Village or otherwise materially affect the rights of the Village thereunder.

Adopted at a regular meeting of the Village Board this ____ day of _____, 2025.

APPROVED:

 Stephanie Brassington
 Village President

ATTEST:

 Cassandra Suettinger
 Deputy Administrator/Clerk

RESOLUTION 2025-17	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Annen –	Boyd –
Brassington –	Fessler –
Leamy –	Peña –
Prill –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

EXHIBIT A, RESOLUTION 2025-17
PRE-DEVELOPMENT AGREEMENT BETWEEN ELVEHJEM ACRES LLC,
BLIFFERT SOUTHWEST HOLDINGS LLC, AND
THE VILLAGE OF MCFARLAND, WISCONSIN

This pre-development agreement (“Agreement”) is entered into as of the ____ day of _____ 2025 (“Effective Date”), by and between the Village of McFarland (“Village”), a Wisconsin municipal corporation whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and Elvehjem Acres LLC (“Elvehjem Acres”), a Wisconsin limited liability company whose principal address is 4720 Farwell Street, McFarland, WI 53558, and Bliffert Southwest Holdings LLC (“Bliffert”), a Wisconsin limited liability company whose principal address is 1014 E. Chambers Street, Milwaukee, WI 53122.

RECITALS

A. WHEREAS, Elvehjem Acres desires to develop a business park (“Business Park”) on property it owns located at the northeast corner of CTH AB and Elvehjem Road, consisting of Dane County tax parcel 154/0610-013-9161-1 (“Property”) in the Village; and

B. WHEREAS, the Property is currently located within the Village, is zoned A1 Agricultural Transition, is located within the Village’s Urban Service Area but does not have municipal sewer or water utilities and is not located within an existing tax incremental finance district (“TID”); and

C. WHEREAS, Bliffert desires to build a new facility (“Facility”) on a portion of the Property to relocate their existing lumber yard business located at 5417 Long Street, McFarland, WI; and

D. WHEREAS, the Village desires to assist Elvehjem Acres in the development of the Business Park, assist in relocating Bliffert to the Business Park, and acquire from Bliffert those properties that collectively contain the existing lumber yard at 5417 Long Street, McFarland, WI including Dane County tax parcels 154/0610-031-6801-9, 154/0610-034-0287-2, 154/0610-031-6812-6, 154/0610-031-6823-3, 154/0610-031-6834-0, 154/0610-031-6851-9, 154/0610-031-6862-6, 154/0610-031-6873-3 (collectively “Existing Lumber Yard”); and

E. WHEREAS, Bliffert desires to sell to the Village the Existing Lumber Yard upon completion of the Facility on the Property; and

F. WHEREAS, development of the Business Park on the Property will require extension of municipal Utilities (“Utility Improvements”), construction of a railroad spur (“Railroad Improvements”) to service the Facility, construction of roadway improvements on County Highway AB, Elvehjem Road, and the property (collectively “Roadway Improvements”); and

G. WHEREAS, the parties understand that this Agreement is intended to establish the general terms and obligations of each party in order to develop the Business Park, Facility and sale of the

Existing Lumber Yard and is not intended to replace or supplant the need for a complete development agreement(s), real estate acquisition agreement(s), tax increment finance district creation, or any utility, land division or zoning approvals required to commence construction of any public or private improvements within or associated with the Business Park, Facility or sale of the Existing Lumber Yard.

PRE-DEVELOPMENT AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS/EXHIBITS

- A. Definitions. As used in this Agreement, the following terms shall have the following meanings:
1. Agreement. This Pre-Development Agreement between the Village, Elvehjem Acres LLC, and Bliffert Southwest Holdings LLC, as amended and supplemented from time to time.
 2. Business Park. A proposed business park on property located at the northeast corner of CTH AB and Elvehjem Road, consisting of Dane County tax parcel 154/0610-013-9161-1, as conceptually shown in Exhibits 1-4.
 3. Existing Lumber Yard. Those properties that collectively contain the existing lumber yard at 5417 Long Street, McFarland, WI owned by Bliffert Southwest Holdings LLC, including Dane County tax parcels 154/0610-031-6801-9, 154/0610-034-0287-2, 154/0610-031-6812-6, 154/0610-031-6823-3, 154/0610-031-6834-0, 154/0610-031-6851-9, 154/0610-031-6862-6, 154/0610-031-6873-3.
 4. Facility. A lumber yard business to be located on the Property within the Business Park consisting of an office/retail building, warehouse(s), various accessory storage buildings and structures meant for the purpose of storing lumber and construction materials, outdoor storage of lumber and construction materials, railroad spur, railroad transload pad, parking, fencing, landscaping, stormwater management areas, and private water and sewer lateral connections to public utilities.
 5. Property. Dane County tax parcel 154/0610-013-9161-1, within the Village of McFarland.
 6. Railroad Improvements. The construction of a railroad spur(s) and associated turnouts from the existing Wisconsin & Southern Railroad (WSOR) mainline generally extending along the existing Wisconsin Department of Transportation (WisDOT) right-of-way from CTH AB to Elvehjem Road, and including a lumber

transload spur, transload access crossing, and transload pad within the Business Park on the Property, as conceptually shown in Exhibits 1-4.

7. Roadway Improvements. The construction of turn lanes on CTH AB, including intersection deflection improvements with the intersection of Elvehjem Road; urban reconstruction improvements to Elvehjem Road including curb, gutter, storm sewer, street lighting, and bicycle and pedestrian facilities; and construction of a new cul-de-sac within the Property including curb, gutter, storm sewer, street lighting, and bicycle and pedestrian facilities to support the development of the Business Park as conceptually shown in Exhibits 1-4.
 8. TID. A Tax Incremental Finance District proposed to be created pursuant to Wis. Stat. §66.1105 including the Property within its boundaries.
 9. TIF. Tax Incremental Finance.
 10. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to the TID.
 11. Tax Increments. The tax increments (as defined in the Tax Increment Law) derived from the Facility and the individual real estate tax parcel on which it is located which are received and retained by the Village in accordance with the provisions of the Tax Increment Law.
 12. Utility Improvements. The construction of public sewer and water mains to and within the Business Park, along with other private sewer and water laterals, telecommunication utilities, data transmission lines, natural gas utilities, electric utilities, public and private stormwater management facilities, and street lighting within the Business Park.
- B. Exhibits 1-4 depict conceptual site plan alternatives for a proposed five to six lot Business Park including various conceptual alternatives for the construction of Railroad Improvements.

ARTICLE 2 VILLAGE OBLIGATIONS

- A. Village Obligations. Village shall be responsible for the following obligations and liabilities, and shall perform and discharge such obligations in a timely manner, as provided for herein:
1. Village shall collaborate with Elvehjem Acres and Bliffert to conceptually design Utility Improvements, Railroad Improvements, and Roadway Improvements to and within the Property including coordination with the Dane County Highway Department, Wisconsin Department of Transportation, and the Wisconsin & Southern Railroad (WSOR).

2. Village shall be responsible for creating a Project Plan for the TID including the Property, as prescribed under Wis. Stat. §66.1105, for consideration of approval by the Village Plan Commission and Village Board, final approval by the McFarland Joint Review Board, and certification by the Wisconsin Department of Revenue. The Village shall complete the Project Plan on or before April 30, 2026. Nothing contained within this Agreement shall be construed to create an obligation on the Village or Joint Review Board to approve the Project Plan for the TID.
3. Village shall process in a timely manner all complete requests and applications for land division, zoning, and site design review permits and other Village approvals required for development of the Business Park, Facility, Utility Improvements, Railroad Improvements, and Roadway Improvements to and within the Property.
4. On or before June 30, 2026, Village shall provide Elvehjem Acres a real estate acquisition agreement for the purchase by the Village of Lot 1 of the Business Park. Terms of said purchase and sale agreements shall be as mutually agreed to within said real estate acquisition agreements. Village and Elvehjem Acres mutually agree that the purchase and sale of Lot 1 of the Business Park shall be conditioned on prior approval of a Certified Survey Map (CSM) or subdivision plat (Plat), the creation of the TID and the execution of a TIF development agreement between the Village and Elvehjem Acres. The closing date on said purchase shall be no later than December 31, 2026, or as specified in the acquisition agreement. Alternatively, Bliffert may enter directly into a real estate acquisition agreement with Elvehjem Acres on or before June 30, 2026 for Lot 1 of the Business Park on terms, contingencies and conditions satisfactory to those parties, in which case all Village obligation under the first sentence of this paragraph shall be deemed satisfied.
5. On or before June 30, 2026, Village shall provide Elvehjem Acres with a proposed TIF development agreement outlining the terms and conditions for the sharing of future Tax Increments from the TID in contribution toward the construction of Railroad Improvements, Roadway Improvements, and Utility Improvements. The terms of said TIF development agreement shall be as mutually agreed to within said agreement. Village and Elvehjem Acres mutually agree that approval of said TIF development agreement shall be conditioned on prior approval of the TID.
6. If the Village has entered into a purchase agreement with Elvehjem Acres pursuant to paragraph 4, then on or before June 30, 2026, Village shall provide Bliffert a proposed real estate acquisition and development agreement for the purchase of, and development of the Facility by Bliffert on, Lot 1 of the Business Park. Terms of said agreement shall be as mutually agreed to within said agreement. Village and Bliffert mutually agree that approval of said real estate acquisition and development agreement shall be conditioned on prior approval of the TID and acquisition by the Village of Lot 1 from Elvehjem Acres. The closing date on said purchase shall be no later than December 31, 2026.

7. On or before June 30, 2026, Village shall provide Bliffert a real estate acquisition agreement for purchase by the Village of the Existing Lumber Yard. The terms of said purchase agreement shall be as mutually agreed to within said real estate acquisition agreement. Village and Bliffert mutually agree that approval of said real estate acquisition and development agreement shall be conditioned on prior approval of the TID, acquisition by the Village or Bliffert of Lot 1 from Elvehjem Acres and the execution of TIF development agreements between the Village and both Elvehjem Acres and Bliffert providing for the development of the Property and the Facility. The closing date on said purchase shall be no later than December 31, 2027.

**ARTICLE 3
ELVEHJEM ACRES LLC OBLIGATIONS**

- A. Elvehjem Acres Obligations. Elvehjem Acres shall be responsible for the following obligations and liabilities, and shall perform and discharge such obligations in a timely manner, as provided for herein:
 1. Elvehjem Acres shall collaborate with the Village and Bliffert to design Utility Improvements, Railroad Improvements, and Roadway Improvements to and within the Property including coordination with the Dane County Highway Department, Wisconsin Department of Transportation, and the Wisconsin & Southern Railroad (WSOR).
 2. Elvehjem Acres shall be responsible for the final design of Utility Improvements, Railroad Improvements, and Roadway Improvements to and within the Property, subject to review and approval by the Village and other applicable public utility service providers. Elvehjem Acres shall complete said design on or before September 8, 2026.
 3. Elvehjem Acres shall be responsible for the creation and submittal of a CSM or Plat to the Village to divide the Property into multiple lots for the creation of the Business Park substantially as conceptually shown in Exhibits 1-4. Elvehjem Acres shall submit the CSM or Plat, including associated permit fees, to the Village on or before September 8, 2026.
 4. Elvehjem Acres shall be responsible for submitting a Plan Commission Application to the Village to rezone the Property from A1 Agricultural Transition to one or more Village zoning districts suitable for the development of the Facility and the Business Park. Elvehjem Acres shall submit the Plan Commission Application, including required legal description(s) and associated permit fees, on or before September 8, 2026.
 5. Elvehjem Acres shall work in good faith with the Village and Bliffert to enter into a real estate acquisition agreement for the sale of Lot 1 of the Business Park for the purpose of constructing the Facility.

6. Elvehjem Acres agrees not to sell all or any part of the Property or enter into any agreements granting rights in the Property to any party therefor other than the Village or Bliffert, from the Effective Date of this Agreement through November 30, 2026. This provision shall not apply to any lots, excluding Lots 1 and 6, as shown in Exhibits 1-4, after a CSM or Plat has been approved by the Village and duly recorded for the Property.
7. On or before December 31, 2027, Elvehjem Acres shall complete construction of the Railroad Improvements, Road Improvements, and Utility Improvements as described in a proposed TIF development agreement outlining the terms and conditions for the sharing of future Tax Increments from the TID in contribution toward the construction of Railroad Improvements, Roadway Improvements, and Utility Improvements. The terms of said TIF development agreement shall be as mutually agreed to within said agreement. Village and Elvehjem Acres mutually agree that approval of said TIF development agreement shall be conditioned on prior approval of the TID.

ARTICLE 4
BLIFFERT SOUTHWEST HOLDINGS LLC OBLIGATIONS

- A. Bliffert Obligations. Bliffert shall be responsible for the following obligations and liabilities, and shall perform and discharge such obligations in a timely manner, as provided for herein:
 1. Bliffert shall collaborate with Elvehjem Acres and the Village to design Utility Improvements, Railroad Improvements, and Roadway Improvements to and within the Property including coordination with the Dane County Highway Department, Wisconsin Department of Transportation, and the Wisconsin & Southern Railroad (WSOR).
 2. Bliffert agrees not to sell the Existing Lumber Yard or enter into any agreements granting any rights in the Existing Lumber Yard with any party other than the Village, from the Effective Date of this Agreement through June 30, 2026.
 3. Bliffert shall be responsible for providing the Village and Elvehjem Acres with a conceptual site plan(s) of the proposed Facility on or before December 31, 2025.
 4. Bliffert shall work in good faith with the Village and Elvehjem Acres to enter into a real estate acquisition agreement for the purchase of Lot 1 of the Business Park for the purpose of constructing the Facility.
 5. If Bliffert enters into a purchase agreement directly with Elvehjem Acres for the acquisition of Lot 1 of the Business Park, then on or before June 30, 2026, Bliffert shall provide Village a copy of that agreement and a proposed development agreement between Bliffert and the Village for the development of the Facility by Bliffert on Lot 1. The terms of said agreement shall be as mutually agreed to within

said agreement. Village and Bliffert mutually agree that approval of said development agreement shall be conditioned on prior approval of the TID and acquisition by Bliffert of Lot 1 from Elvehjem Acres. The closing date on said purchase shall be no later than December 31, 2026.

6. Bliffert shall be responsible for the design and construction of the Facility on the Property, excepting the Railroad Improvements, Roadway Improvements, and public Utility Improvements. Bliffert shall be responsible for submitting a Plan Commission application, including applicable Conditional Use Permits and Site Design Review Permits forms and fees, to the Village on or before September 8, 2026.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Permits and Approvals. Village shall reasonably assist Elvehjem Acres and Bliffert in obtaining all necessary governmental authorizations for the construction and operation of the Business Park, Facility, Railroad Improvements, Roadway Improvements, and Utility Improvements as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

B. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:

Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558
Attn: Village Administrator
Email: Matt.Schuenke@mcfarland.wi.us

COPY TO:

Allen D. Reuter
Reuter, Whitish & Evans, S.C.
4600 American Parkway
Madison, WI 53718
Email: areuter@rwelaw.net

IF TO BLIFFERT: Bliffert Southwest Holdings, LLC
1014 E. Chambers Street
Milwaukee, WI 53122
Attn: Eli Bliffert
Member

IF TO ELVEHJEM: Elvehjem Acres, LLC
4720 Farwell Street
McFarland, WI 53558
Attn: Kevin Urso
Member

C. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and may be amended only by a written agreement executed by both parties.

D. Severability. The various provisions in this Agreement are intended to be mutually interdependent. In the event that any material term in this Agreement is determined to be invalid or unenforceable, this Agreement shall be void.

E. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

F. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

G. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Property or Existing Lumber Yard.

H. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

I. Recording. This Agreement shall not be recorded, but either party may record a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

ELVEHJEM ACRES LLC:

By: _____
Kevin Urso, Member

BLIFFERT SOUTHWEST HOLDINGS LLC:

By: _____
Eli Bliffert, Member

VILLAGE OF McFARLAND

By: _____
Stephanie Brassington, Village President

By: _____
Cassandra Suettinger, Clerk/Treasurer

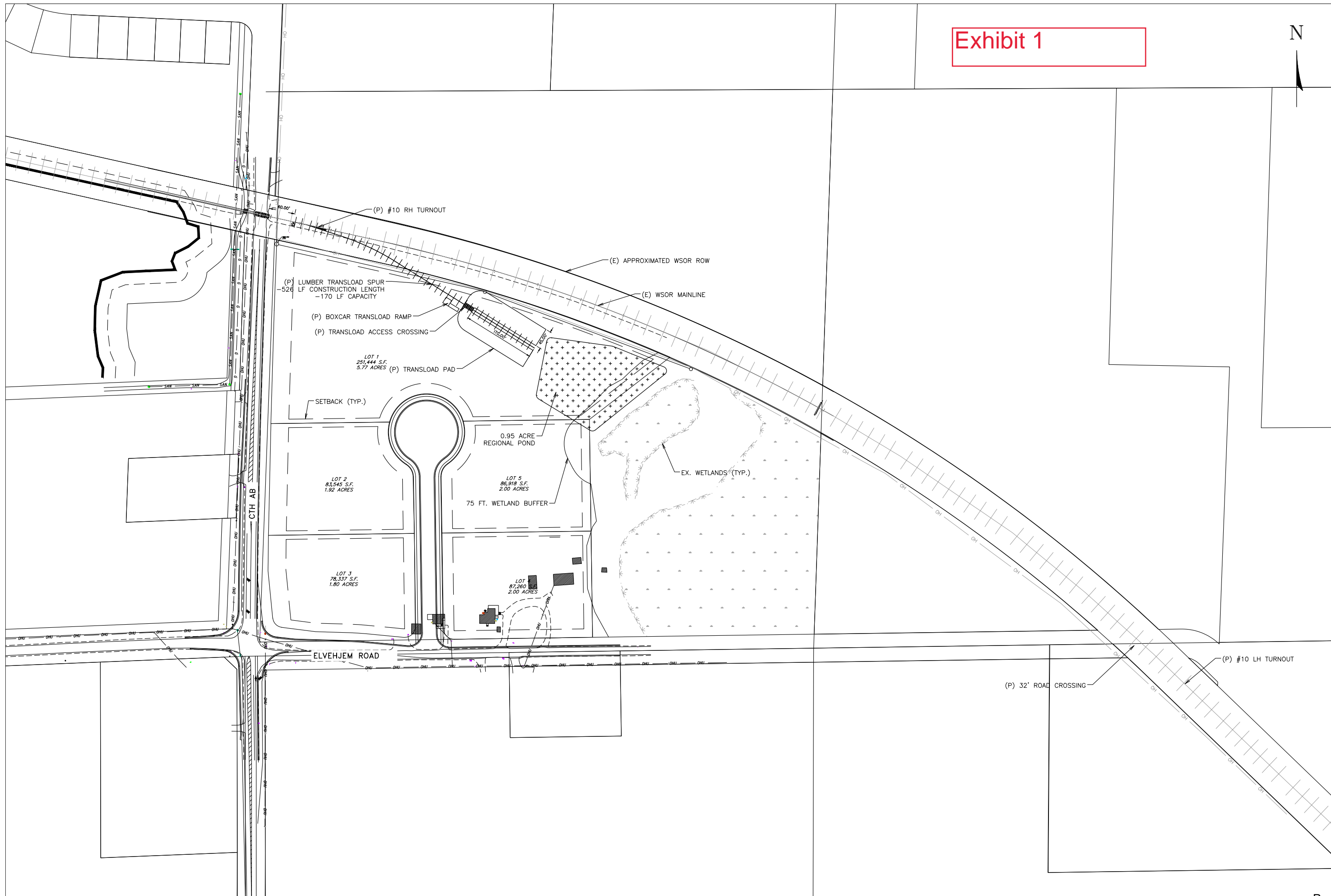
Exhibit 1

N

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tceengineers.net

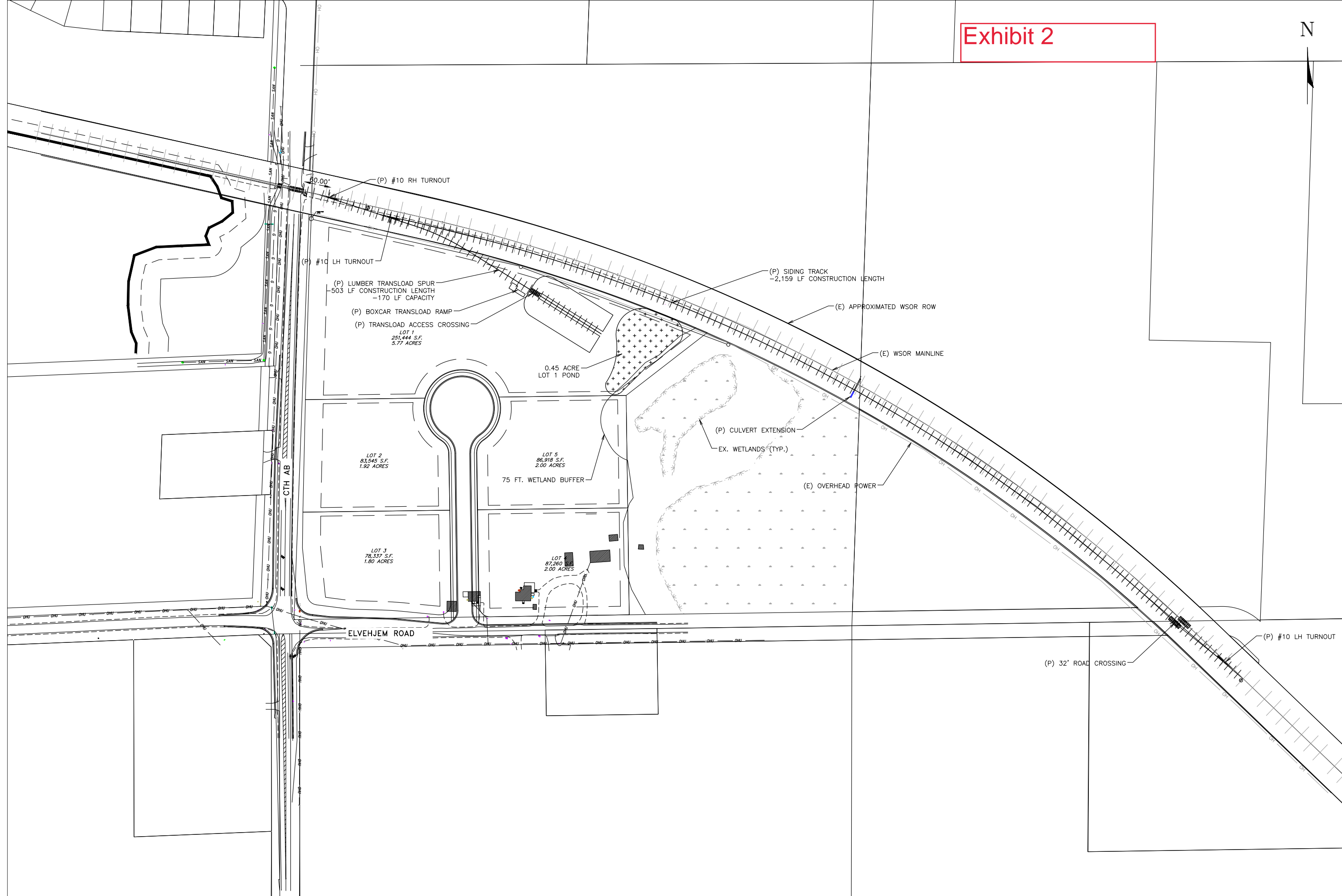


ELVEHJEM ACRES
CONCEPT PLAN - SPUR 1



PROJECT NO.:
DRAWING FILE:
ELVEHJEM ACRES - NEW.DWG
DRAWN BY:
CHECKED BY:
DATE:
8-1-25
REVISIONS:
SCALE:
0 25 50 100
SHEET:
1

Exhibit 2



6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net



ELVEHJEM ACRES
CONCEPT PLAN - SPUR 2

PROJECT NO.:	
DRAWING FILE:	ELVEHJEM ACRES - NEW.DWG
DRAWN BY:	
CHECKED BY:	
DATE:	8-1-25
REVISIONS:	
SCALE:	0 25 50 100
SHEET:	2

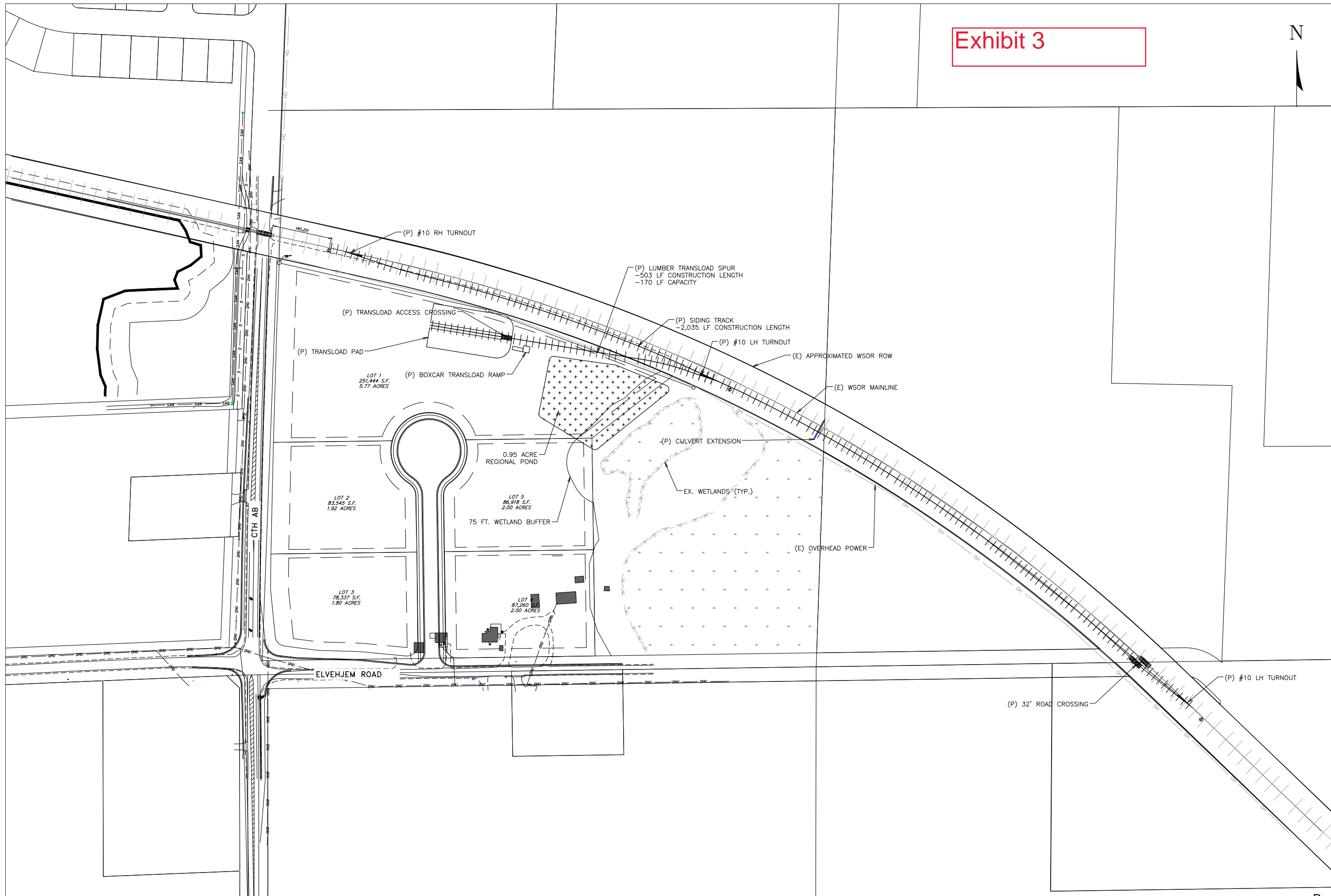
Exhibit 3

N

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tceengineers.net



ELVEHJEM ACRES
CONCEPT PLAN - SPUR 3



PROJECT NO.:	
DRAWING FILE:	ELVEHJEM ACRES - NEW.DWG
DRAWN BY:	
CHECKED BY:	
DATE:	8-1-25
REVISIONS:	
SCALE:	
0 25 50 100	
SHEET:	3

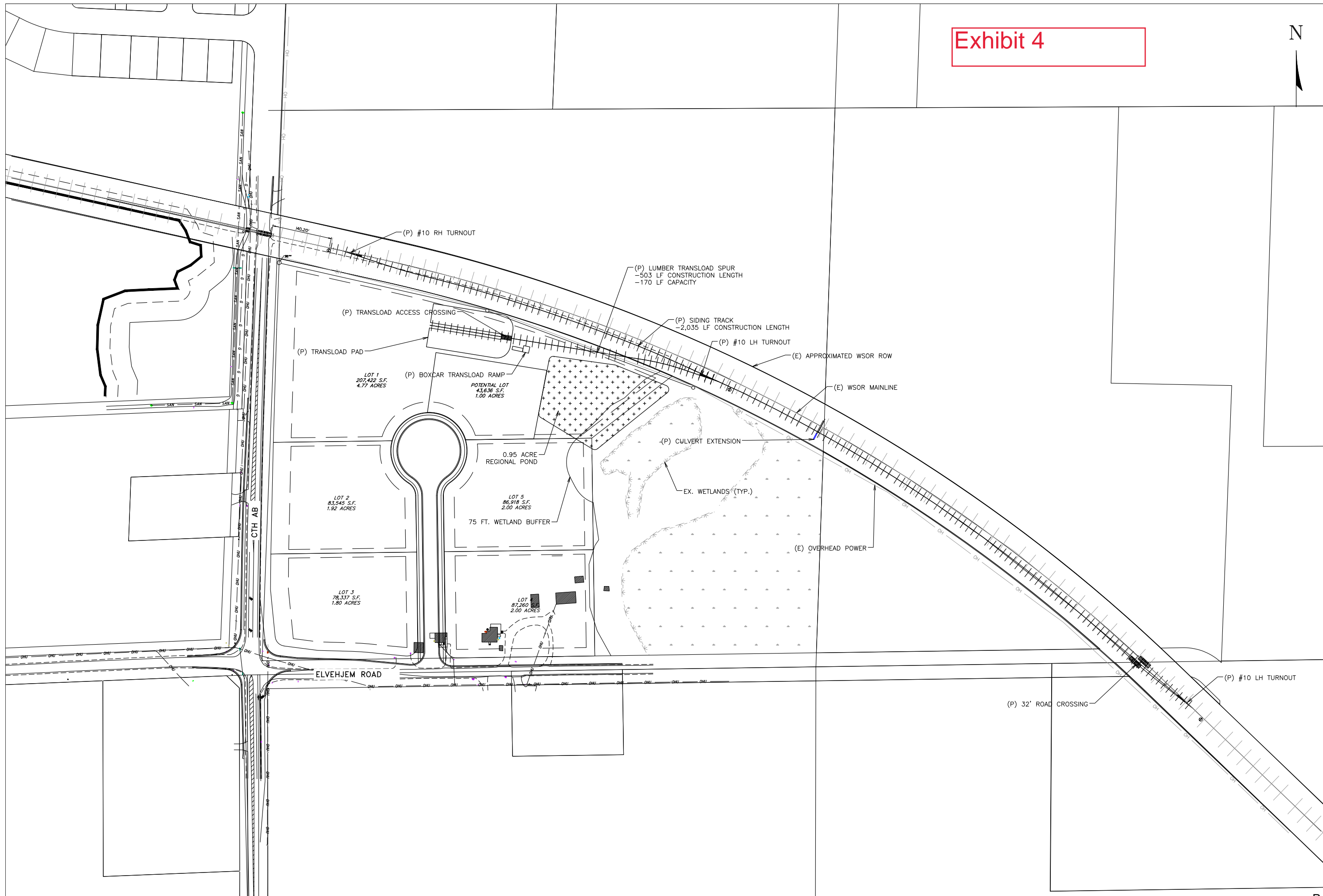
Exhibit 4

N

6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net



ELVEHJEM ACRES
CONCEPT PLAN - SPUR 3.1



PROJECT NO.:
DRAWING FILE:
ELVEHJEM ACRES - NEW.DWG
DRAWN BY:
CHECKED BY:
DATE:
8-1-25
REVISIONS:
SCALE:
0 25 50 100
SHEET:

3.1



McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, August 13, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a business retention and expansion survey and outreach program.

PREVIOUS ACTION:

ISSUE SUMMARY:

The Village Board's 2024-2025 Strategic Plan includes an action item to *prepare a Business Retention and Expansion Survey to guide economic development efforts*. This action item is supported by the Village's 2023 Economic Strategic Plan (refer to the Village Plan Reference portion of the staff report). A survey/outreach program could provide an opportunity to both gather information about the issues and opportunities facing existing McFarland businesses while also providing opportunities to market existing tax increment financing development assistance opportunities. It may also provide an opportunity to identify potential businesses that may be looking to expand but have outgrown their current facilities and might be interested in relocating elsewhere within the Village. The completion of business retention and expansion surveys, or site visits, is not new to McFarland. The 2005 Terminal and Triangle District plan included similar recommendations through a Project Management Team. Business surveys/questionnaires were previously completed in 2006 and 2011. Current BRE activities have included hosting an annual McFarland Business Summit, coordination with the McFarland Chamber of Commerce, and direct meetings with existing or prospective business owners as requested. The purpose of this agenda item is to provide an opportunity for the CDA members to discuss whether this is a project it wants to advance further and, if so, what are your potential ideas for how best to advance a survey or alternative outreach retention or recruitment program/activities.

FINANCIAL/BUDGET IMPACT:

The Village Board has previously budgeted \$12,500 for this project.

VILLAGE PLAN REFERENCE:

2024-2025 Village Board Strategic Plan

- *Objective 2: Develop incentives for business growth such as incubator programs, tax increment financing districts, and recruitment/retention.*
- *Action Step V: Prepare a Business Retention and Expansion Survey to guide economic development efforts.*



2023 Economic Strategic Plan

Strategy #4: Invest Resources on Business Retention and Expansion.

Existing businesses account for 80% of a community's growth. Establishing a formal Business Retention and Expansion (BRE) program is a solid strategy to devote time and energy on so that existing businesses will continue to grow and thrive. A formal BRE program identifies the hurdles and challenges facing local businesses and provides assistance to address those issues.

Technical assistance provided by a BRE program can help a business increase its competitiveness in the wider marketplace through economic gardening initiatives, business intelligence and analytics programs. Site selection assistance helps existing businesses expand and add new jobs locally. BRE activities also include business continuity planning, pre-disaster planning and post-disaster recovery help which increases the likelihood of business survival through economic difficulties.

A successful BRE program organizes networking opportunities needed for success such as connecting businesses to networks such as MEPs, Chambers of Commerce, regional cluster initiatives, Angel investor networks, are additional responsibilities of the BRE program. Sometimes, the BRE program director acts as a broker between the sources of assistance and the company needing them, packaging several forms of assistance when available from different sources to assist the company or respond to firm issues identified in BRE surveys and site visits conducted annually.

A successful BRE program provides data and intelligence to strategically attract new companies to a community and foster the creation of new businesses. Local economic data includes:

- *The competitive strengths and weaknesses of the local area as a business location*
- *The relative strength of the local economy*
- *Areas of interest and concern that can be used to formulate public policy, enhance development efforts, or improve the local business climate*
- *An understanding of the current workforce and the workforce needs of the business community*
- *Available buildings and sites*

McFarland should create and implement a BRE program with the goal of meeting with all McFarland-based businesses at least once per year. This program will largely demand an investment of staff time. Seek help from a BREV team comprised of Village Administrator, C&ED Director, Village President, CDA Chair, Chamber President and Chamber Executive Director. Maintain database of info acquired.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended for discussion only.



ATTACHMENTS:

None


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Wednesday, August 13, 2025

SECTION: Closed Session

DEPARTMENT:

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to acquisition of property located at 4705 Ivywood Trail within Tax Increment District #6.

PREVIOUS ACTION:

ISSUE SUMMARY:

The closed session packet includes the offer to purchase 4705 Ivywood Trail. If any members of the CDA desire to discuss the terms of the offer to purchase then staff recommends the CDA motion and vote to go into closed session for competitive and bargaining reasons. If no members desire to discuss the terms of the offer to purchase then the CDA can proceed to agenda Item 7.a. and take a motion and vote on the acquisition.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to acquisition of property located at 4705 Ivywood Trail within Tax Increment District #6.

ATTACHMENTS:

None