



City Municipal Building
450 South Main St.
Richland Center, WI 53581
608-475-0766

August 7, 2025

Doug Enke – *Sent electronically*

Re: Stori Field Duplex Development - Pre-Development Agreement

Dear Mr. Enke,

On behalf of the City of Richland Center, I am pleased to present for your review and signature the enclosed Pre-Development Agreement for your proposed development of Stori Field, comprising of eight (8) residential duplexes (16 dwelling units). This agreement formalizes our mutual understanding and commitment as we advance the initial phases of this vital housing project. It outlines the City's commitment to providing the land for one dollar (\$1.00), along with key terms and conditions that the City and the Developer are committed to.

The City of Richland Center is enthusiastic about this development's potential to enhance our community's housing stock and foster economic growth. We greatly appreciate your commitment to advancing housing development in Richland Center and believe this collaborative approach will ensure a successful and timely project.

Please review the enclosed agreement thoroughly. If you have any questions or need clarification, feel free to contact me at [phone number] or [email address]. We look forward to your prompt review and signing of the agreement to proceed with the next steps.

Sincerely,

A handwritten signature in black ink that reads "Jasen Glasbrenner". The signature is written in a cursive, flowing style.

Jasen Glasbrenner
Economic Development Director

Cc: Dan Beinborn

Enclosure: Pre-Development Agreement – Stori Field Duplex Development

Pre-Development Agreement for the Stori Field Duplex Development

This Pre-Development Agreement ("Agreement"), contingent upon final approval of the Common Council, is made and entered into this [Date], by and between the City of Richland Center, Wisconsin (hereinafter "City"), and Doug Enke (hereinafter "Developer").

RECITALS

WHEREAS, the Developer proposes to develop an eight (8) duplex building (16 dwelling units) residential subdivision (hereinafter "Subdivision") within the City of Richland Center; and

WHEREAS, the City desires to support the development of quality housing options within its community and recognizes the need to incentivize and encourage such development; and

WHEREAS, both parties desire to establish the terms and conditions for the pre-development phase of the Subdivision, leading to a formal Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and the Developer agree as follows:

I. CITY COMMITMENTS:

- a. **Sale of the Land:** The City agrees to sell the land necessary for the Development for one dollar (\$1.00).
- b. **Subdivision and Infrastructure Design:** The City shall provide all conceptual and preliminary engineering work for the Subdivision and infrastructure that has been completed to date.

II. DEVELOPER COMMITMENTS:

- a. **Subdivision and Infrastructure Design:** All utility, roadway, and stormwater infrastructure design and construction done by the developer shall comply with all applicable federal, state, and local laws, codes, and standards.
- b. **Building Design:** The Subdivision will be constructed as a "zero-step" development for accessibility purposes, and all building design plans require approval of the City.
- c. **Development Commencement Timeline:** Upon the sale and transfer of the land to the Developer, the following deadlines must be met:
 - i. **Within 90 days:**
 - 1. The preliminary plat shall be submitted to the city for review.
 - 2. An engineering firm shall be selected and under contract for infrastructure design.
 - ii. **Within 9 months:**
 - 1. Commencement of infrastructure construction.
 - 2. Commencement of duplex construction.
- d. **Performance Guarantee:** The Developer agrees to substantially complete the Subdivision no later than **24 months** from the date of the sale and transfer of the land.

- i. **Failure to Complete:** In the event the Developer fails to construct and receive certificates of occupancy for all eight duplexes by the above deadline, the Developer shall be responsible for the payment of an annual property tax equivalent to the amount that would have been levied had the eight duplexes been fully completed and assessed at fair market value.
- ii. **Valuation Method:** The City shall determine the estimated assessed value of each duplex based on comparable properties, and apply the then-current mill rate to determine the amount due.
- iii. **Duration:** This obligation shall continue annually until the required duplexes are fully constructed and have received certificates of occupancy.

e. **Public Right of Way, Infrastructure, & Parkland:** For this project to proceed, all roads and essential infrastructure, such as utility lines and sidewalks, must be situated on property owned by the city or within an established public right-of-way. Furthermore, a specific portion of the development must be set aside for parkland as mandated by local regulations

f. **Utility Easements:** All easements necessary for the installation and maintenance of City utilities shall be properly defined, granted, and recorded.

g. **Subdivision Naming Rights:** The City shall retain exclusive authority to name the Subdivision.

h. **Covenant Approval:** No subdivision covenants shall be recorded or enforced without the full consent and approval of the City.

i. **Sale of Land and Lots:** No land or lots of the Subdivision shall be transferred or sold without prior approval of the city.

III. **Future Development Agreement:** This Agreement outlines the pre-development terms. A comprehensive Development Agreement will be executed once the terms of this Agreement are approved by the Common Council.

IV. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF RICHLAND CENTER, WISCONSIN

By: _____
 Name: _____
 Title: _____
 Date: _____

DEVELOPER

By: *Doug Enke*
 Name: *Doug Enke*
 Title: *Vice President*
 Date: *8/18/25*